



Jeffrey Babinski  
County Administrator

# HOUSTON COUNTY

304 South Marshall Street  
Caledonia, MN 55921  
TEL (507) 725-5827

Commissioners:  
District 1  
Jack Miller  
District 2  
Eric Johnson (Vice Chair)  
District 3  
Robert Burns  
District 4  
Teresa Walter (Chair)  
District 5  
Fred Arnold

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## HOUSTON COUNTY BOARD OF COMMISSIONERS REGULAR BOARD MEETING AGENDA

**9:30, September 24, 2019, County Board Room, Historic Courthouse**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **APPROVE AGENDA**

### **APPROVE MINUTES** (10 Sep Board Meeting, 17 Sep Workgroup Session)

### **PUBLIC COMMENT**

### **CONSENT AGENDA**

(Routine business items enacted by one unanimous motion. Commissioners may request moving items on the consent agenda to the Action Item list if they desire discussion before taking action.)

- 1) Approve Claims, Human Service & License Center disbursements
- 2) Affirm the following personnel actions:
  - a. Environmental Services.
    - i. Change the employment status of James Gardner, Environmental Specialist, from probationary to regular, effective Oct 10, 2019.
  - b. Public Health and Human Services
    - i. Change the employment status of Heather Myhre, Public Health Supervisor, from probationary to regular, effective Oct 2, 2019.
  - c. Recorder's Office
    - i. Change the employment status of Mary Betz, Chief Deputy Recorder, from probationary to regular, effective Oct 1, 2019.
  - d. Sheriff's Office
    - i. Hire William Gavin, as probationary Jailer/Dispatcher at Step 1, effective Sept 30, 2019, conditioned upon successful completion of background investigation.
    - ii. Accept the resignation of Tyler Fabian, Jailer/Dispatcher effective the end of his work shift on Sept 25, 2019.
    - iii. Approve a competitive search for Jailer/Dispatcher.

### **9:45 Public Hearing: Proposed Fee Schedule Changes**

## **ACTION ITEMS**

- 1) Consider approving the updated Consolidated Fee Schedule. (Babinski)
- 2) Consider approving the 2020 Pictometry Contract for aerial imagery. (Babinski)
- 3) Consider approving 2019-2021 Off Highway Vehicle Enforcement Grant Program agreement. (Inglett)
- 4) Consider approving the 2019 Prioritized Bridge Replacement Resolution. (Pogodzinski)
- 5) Consider approval of a competitive search for a probationary Appraiser (Appraiser Trainee, Certified Minnesota Appraiser [CMA Non-Income or Income], or AMA based on qualifications and Minnesota licensure) to fill vacancy created 9/7/19. (Babinski)
- 6) Set the preliminary levy amount for 2020. (Babinski)

## **DISCUSSION ITEMS**

- 1) Administrator Updates
  - a. DNR Notice of Trout Stream Conservation Easements
  - b. Veteran's Treatment Court Invitation
  - c. 2018 Audit Results and Findings
- 2) Commissioner Reports & Comments

## **CLOSING PUBLIC COMMENT**

## **ADJOURN**

## **REMINDERS**

- 10 September: Regular Board Meeting  
(Land Use/Public Health and Human Services Standing Committees)
- 11 September: Houston County Township Officers Association Dinner Meeting
- 17 September: Board Workgroup Session
- 20 September: Ribbon Cutting Ceremony for 3<sup>rd</sup> District Veteran's Court  
10:30 – Owatonna  
1:30 - Preston
- 24 September: Regular Board Meeting  
(Finance Standing Committee)

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
September 24, 2019**

**Date Submitted:** 09.19.19

**By:** Tess Kruger, HRD/Facilities Mgr.

**ACTION REQUEST**

**Assessor's Office**

- Consider approval of a competitive search for a probationary Appraiser (Appraiser Trainee, Certified Minnesota Appraiser (CMA Non-Income or Income), or AMA; based on qualifications and Minnesota licensure (vacancy since 09/07/19)

**CONSENT**

**Environmental Services**

- Change the employment status of James Gardner, Environmental Specialist, from probationary to regular effective 10/01/19

**Public Health and Human Services**

- Change the employment status of Heather Myhre, Public Health Supervisor, from probationary to regular effective 10/02/19

**Recorder's Office**

- Change the employment status of Mary Betz, Chief Deputy Recorder, from probationary to regular effective 10/01/19

**Sheriff's Office**

- Accept the resignation of Tyler Fabian, Jailer/Dispatcher effective the end of his work shift on 09/25/19
- Approve a competitive search for Jailer/Dispatcher

<b><u>Reviewed by:</u></b>	<input checked="" type="checkbox"/> County Administrator	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> Zoning Administrator
	<input checked="" type="checkbox"/> Finance Director	<input checked="" type="checkbox"/> County Engineer	<input checked="" type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input checked="" type="checkbox"/> Other (indicate dept)	Assessor, Recorder PH&HS
<b><u>Recommendation:</u></b>			

Decision:

# Houston County Fee Schedule

The following fee schedule was adopted by the Houston County Board of Commissioners on Sep X, 2019 and is effective on 1 Oct 2019. This fee schedule is not exhaustive since the Board of Commissioners may adopt or change fees in various formats that may not be reflected here. Note: Unless you contact the County, all overpayments of five dollars or less will not be refunded and will be recelpted as "miscellaneous" to improve efficiency and cost effectiveness. Additionally, the County will waive charges if the cost to provide the data is less than the cost to process the payment.

Department	Service	Fee	Changed from
General Fees	Copies (letter or legal size) - B/W, under 100	\$.25 per printed page	
General Fees	Copies (letter or legal size) - B/W, over 100	\$.25 per printed page and actual employee time	
General Fees	Copies (letter or legal size) - Color	\$1.00 per printed page	
General Fees	Employee time: Research, compile, retriive data, etc.	\$26.45 per hour (billed for actual time, in 15-min increments. Requestor will be provided a cost estimate, 50% must be remitted prior to commencing the research project.	\$24.65 per hour
General Fees	Scanning, Copying, and e-mailing	11x17 \$2.00 18x24 \$9.00 22x34 \$10.00 24x36 \$11.00 Larger than 24X36 \$4.00 per foot	
General Fees	E-mailing plats (22x34)	\$10.00	
General Fees	Minimum mailing charge	\$1.00	
General Fees	Non-Sufficient Funds (NSF)	\$30.00 per check	
General Fees	Notary Fee	No Charge	
Attorney	Copies of discovery documents	See general fees....plus \$5.00 per CD	
Auditor/Treasurer	Certificate as to taxes & taxable property	\$200 per certificate - \$100 extra for top 25 taxpayers	
Auditor/Treasurer	Confession of Judgement	\$800 per judgment	
Auditor/Treasurer	Copy of Financial Statement	\$10 per year	
Auditor/Treasurer	Copy of Township and Cities Officer List	\$5 per year	
Auditor/Treasurer	Delinquent Tax Publication Fee	\$30 per publication	
Auditor/Treasurer	Tax Increment Financing set Up	\$225 per district	
Auditor/Treasurer	Tax Increment Financing annual maintenance	\$125 per district	
Auditor/Treasurer	Administration & collection of special sassessments	\$1.35 per assessment per year	
Auditor/Treasurer	Tax Certificates	\$2 per parcel plus: \$2 for special assessments \$2 for delinquent taxes no maximum charge	
Auditor/Treasurer	Escrow Account Maintenance	\$3 per parcel	VALID?
Auditor/Treasurer	Revenue Recapture Processing Fee	\$30	
Auditor/Treasurer	Escrow Fee	\$5	
A/T Licenses and Permits	Fireworks Permit	\$25 per event	
A/T Licenses and Permits	Beer License/On Sale	\$50 per year	
A/T Licenses and Permits	Beer License/Off Sale	\$50 per year	
A/T Licenses and Permits	Liquor License/On Sale	\$1200 per year	
A/T Licenses and Permits	Liquor License/Off Sale	\$115 per year	
A/T Licenses and Permits	Liquor License/Sunday	\$50 per year	

A/T Licenses and Permits	Wine License	\$250 per year	
A/T Licenses and Permits	1 to 3 Day 3.2 Beer License	\$5 first day, plus \$1 each additional day	
A/T Licenses and Permits	1 to 4 Day Liquor Clicense	\$25 per event	
A/T Licenses and Permits	Tobacco License	\$100 per year	
A/T Licenses and Permits	Auctioneer	\$20 per year	VALID?
A/T Licenses and Permits	Transient Merchant	\$25 Application Fee (Non Refundable) \$25 per individual 7 Day License \$75 per individual 30 Day Peddler License \$75 per individual 30 Day Canvasser/Solicitor	
Highway Department	County Maps	\$3 \$5.25 mailed \$8.50 for two mailed \$3 per map, plus actual postage for additional	
Highway Department	Address Sign - New Address	\$170	\$130
Highway Department	Address Sign - reuse sign/post	\$90	\$65
Highway Department	Charge for cutting culverts	20 oer 1/2 hr of time	
Highway Department	Permit for Overdimension Load	\$25 per trip; \$100 annual permit	
Highway Department	Permit for Work within ROW	\$20	
Highway Department	Permit for Special Event Road Closure	\$20	
Highway Department	Entrance Permit (policy of 2 loads of rock being furnished by County is continued)	\$350 residential/field \$450 street/commercial/farm yard	
Highway Department	Mailbox installation	\$75 plus cost of materials	\$130
Highway Department	Message Board Signs	\$100 Set up plus \$20 per day per sign	\$20 per day
Highway Department	Inventory Items	cost + 15%	
Highway Department	Driveway Permit	\$50 (temporary access, no rock inc.) \$175 (revised/extention or improvement to an entrance/driveway, includes 10 cyds of rock upon satisfactory completion	
Human Services	Child Care Licensing (background study required)	\$50 initial \$100 2-yr renewal	150 initial 150 annual renewal
Public Health	Vaccines (fee fluctuates to match cost)	\$TBD Influenza regular \$TBD Influenza high dose \$100 Adult Hepatitis B \$80 Adult Tdap Contact PH office for other immuniztion fees - uninsured and underinsured individuals can receive MNVAC vaccine (free from the State) for an administrative fee of \$20 to \$30, waivable if individual is unable to pay	Influenza charged 'at cost' which fluctuates
Public Health	Radon Testing Kit	\$10 if picked up \$12 if mailed	
Recorder	Real Estate Documents	\$46	
Recorder	Plats	\$56	
Recorder	Referencing more thn 4 documents	\$10 per reference after 4	
Recorder	Conforming Copy	\$2	
Recorder	Deed Tax & Mortgage Registration Tax	See Treasurer's fees	
Recorder	Abstract - Typed Entry	\$5	
Recorder	Abstract - Exhibit	\$1	
Recorder	Abstract - STL/FTL Certificate	\$5 per name	\$2
Recorder	Abstract - Judgement Certificate	\$5 per name	
Recorder	Abstract - Tax Certificate per PIN each for Auditor and Treasurer	\$5	\$2

Recorder	Landshark Access	\$50 for initial Set-up fee \$50 for Level 1 (1-250 pages per mo.) \$100 for Level 2 (251-500 pages per mo.) \$200 for Level III (501-1000 pages per mo.)	
Recorder	Real Estate Research Fee	Same as General Fees? \$24.65 or \$15.99??	
Recorder	Tract Search - limited, uncertified, 1 PIN	\$40 plus copies	\$30
Recorder	Copies by staff	\$2 per page	
Recorder	E-mailed copies	\$2 per page	
Recorder	Digital copies	\$2 per page	
Recorder	Fax	<u>\$5 first page, \$2 per page after</u>	
Recorder	Certified Copy	\$10 per document	
Recorder	Expedite Fee	\$30 per request	was \$25
Recorder	Passport Photos (2)	\$15 (includes tax)	was \$13
Recorder	Vitals - Birth Certificate	\$26 for certified copy \$19 for additional certified copy requested at same time/same person \$13 non-certified copy	
Recorder	Vitals - Certificate of No Birth Record on File	\$16	
Recorder	Vitals - Death Certificate/Fetal Death Certificate	\$13 for certified copy \$6 for additional certified copy requested at same time/same person \$13 non-certified copy	
Recorder	Vitals - Certificate of No Death Record on File	\$13	
Recorder	Genealogy Research	\$20 per hour	
Recorder	Marriage License	\$115 per license \$40 per reduced fee license \$20 to correct/reprint any marriage paperwork \$9 for certified Marriage Certificate	
Recorder	Ordination Papers recording fee	\$20	
Recorder	Notary Commission	\$20 recording fee \$20 name/address change \$5 for Notary Certification	
Recorder	Extended Hours Staff Fee	\$50 per hour (if staff is available)	\$25
Recorder	Abstractor's Continuation Certificate	\$75	\$25
Recorder	Abstractor's Original Certificate	\$100	\$50
Recorder	O & E Report (Includes Deed Copy)	\$75	New Fee
Recorder	O & E Report (2 owner, includes deed copy)	\$100	New Fee
Recorder	40 year search	\$150 plus copies	New Fee
Sheriff's Office	Advance Fee: Writ of Execution	\$95	100
Sheriff's Office	Advance Fee: Writ of Recovery	\$150	100
Sheriff's Office	Advance Fee: Lien Sales	\$100	
Sheriff's Office	Advance Fee: Vehicle Seizures	\$300 from Attorney \$500 Pro Se	
Sheriff's Office	Civil Process Service - Personal Service/Non-Service - Posting	\$85 (5 attempts max) per person	\$75
Sheriff's Office	Writ of Execution Levy Fee (employer/bank)	15	\$10
Sheriff's Office	Writ of Execution Sale	\$100	
Sheriff's Office	Commission of Execution	5% of total collected	
Sheriff's Office	Mechanic Lien Sale	\$100	
Sheriff's Office	Sheriff's Sale (Mortgage Foreclosure)	\$100	
Sheriff's Office	Cancellation of Sheriff's Sale	\$50	10
Sheriff's Office	Postponement of Sheriff's Sale	\$10	
Sheriff's Office	Redemption Fee	\$250	
Sheriff's Office	Writ of Replevin	\$50 plus deputy time	
Sheriff's Office	Writ of Restitution	\$50 plus deputy time	
Sheriff's Office	Deputy time/Escort	\$85 per hour, per deputy (2hr min)	\$75

Sheriff's Office	Permit to Carry	\$65 County Resident \$100 Out of State \$35 Military/Law Enforcement	\$100
Sheriff's Office	Permit to Carry Renewal	\$ 45 County Resident \$75 Out of State \$30 Military/Law Enforcement	\$75
Sheriff's Office	Criminal History Check (local records only)	\$10	
Sheriff's Office	Copy of Police Report	\$.25 per page	
Sheriff's Office	Copy of Video	\$25 per DVD	
Sheriff's Office	Copy of Photos	\$10 per CD \$2 per page (4 photos per page)	
Sheriff's Office	Fax Fee	\$5 for 1-10 pages \$.25 per additional page	
Sheriff's Office	Transcription	\$50 per hr (2hr min)	
Sheriff's Office	Fingerprint Card	\$5 oer card	
Sheriff's Office	Jail Fee - Pay for Stay Prisoners	\$30 per day	\$20
Sheriff's Office	Jail Fee - Weekender Prisoners	\$90	
Sheriff's Office	Jail Fee - Out of County Prisoners	\$60 per day (single) \$55 per day (single, contract rate) \$100 per day (Special Supervision Detainee)	\$55 \$50 New
Sheriff's Office	Jail - Booking Fee	\$10	
Sheriff's Office	UA Tests	\$15	\$10
Sheriff's Office	Dangerous Dog	\$200 Initial \$50 Annual Renewal \$15 Warning Symbol \$15 Dangerous Dog Tag \$50 per hour - Hearing Officer	
Surveyor	Survey work for private sector, cities and townships	\$65 per hour for County Surveyor \$50 per hour for Assistant County Surveyor	
Surveyor	County-wide aerial imagery (digital)	\$525, includes county-provided storage device	New
Surveyor	Registered land surveys	\$80 plus \$5 per tract	
Surveyor	Plat Review	\$150 per plat and/or condo plat plust \$15 per lot and/or condo unit - Incomplete applications may be charged hourly rate for review at County Surveyor's discretion	
Environmental Services	Zoning Permit - Accessory Building or Accessory Addition	\$.15/sf, max charge \$300	\$75, 150,225, or 300 dependent on building price
Environmental Services	Zoning Permit - Dwelling or Addition	\$400 (includes deck, porch, attached garage) \$150 for additions	\$75, 150,225, or 300 dependent on building price
Environmental Services	Septic Permits	\$200 for holding tank \$375 for Type I <2,500 gpd \$400 for Type III \$500 for Type IV \$400 for homeowner install holding tank \$750 for homeowner install non-holding tank \$500 for >2,500 gpd	\$100 \$100-300 \$100-300 \$100-300 new fee new fee \$100-300
Zoning	Public Hearing - Variance	\$500	\$400
Zoning	Public Hearing - Zoning Appeal	\$500	\$400
Zoning	Public Hearing - Conditional Use Permit	\$700	\$500
Zoning	Public Hearing - Interim Use Permit	\$700	\$500
Zoning	Public Hearing - Rezone	\$700	\$500
Zoning	Public Hearing - Ordinance Amendment	\$700	\$500
Zoning	Soil Erosion Control Plan	\$80 for Type I \$160 for Type II \$240 for Type III	
Zoning	E911 Address Assignment	\$50	



Zoning	Parcel Split Review	\$300 for buildable parcel \$50 for non-buildable parcel	new fees
Zoning	Wetland Permits	\$150 for no loss or exemption \$300 for replacement or banking	\$100 \$250
Zoning	Noxious Weed Control	\$20 per Pesticide Applicator Test	new
Solid Waste and Recycling	Refuse (household garbage)	\$2 per 30 gal bag \$2.50 per 45 gal bag \$2 min	1.50 min
Solid Waste and Recycling	Demo/nonhouse	\$.15 per lbs. or \$18 per c.y.	
Solid Waste and Recycling	Large Household Items	\$.15 per lbs. or \$18 per c.y.	new fees
Solid Waste and Recycling	Tire Disposal	\$2 per auto tire plus \$4 if on rim \$10 per semi/large truck/implement tire \$20 per tractor tire	\$1.75 per tire after 4 free per day \$4.25 for tires on rim
Solid Waste and Recycling	Appliance	\$0 per item/residential \$20 per item/business \$20 per item/camper (gas or amonia) plus \$50 per item if uncleaned	
Solid Waste and Recycling	E-waste	\$0 residential \$.35 per lb/business	
Solid Waste and Recycling	Mattresses & Boxspring	\$5 per mattress if clean/recyclable \$15 per mattress if wet/soiled/unrecyclable	new fee for clean mattresses
Solid Waste and Recycling	Hauler's License	\$50 per year	
Wildcat Park	Seasonal Rates	\$300 per month/\$1500 per season plus tax and actual cost of electricity with \$275 electricity deposit required	
	Monthly Rate	\$425 per month	
	Electric Sites	\$40 per night	
	Primitive Sites	\$20 per night, per tent	
	Shelter Rental	\$50 per day, plus \$50 deposit	
	Boat Launch Fee	\$5 per day \$25 per season \$100 non-compliance fine	
	Non-Camper overnight parking fee	\$5 per night (pre-paid) \$25 per night non-compliance fine	



August 29, 2019

Chief Deputy Brian Swedberg  
Houston County Sheriff's Office  
306 S Marshall Street, Suite 1100  
Caledonia, MN 55921

Dear Chief Deputy Brian Swedberg :

**Congratulations!** Houston County Sheriff's Office is one of sixty-seven counties that indicated an interest in participating in the Off Highway Vehicle (OHV) Enforcement Grant Program, for July 1, 2019 through June 30, 2021. **Houston County Sheriff's Office will receive \$4,794.00 each fiscal year, 2020 and 2021,** based on the number of interested participants.

Enclosed, you will find your county grant contract; **please sign and return the grant contract to our office.** Once DNR signs the contract, it will be effective July 1, 2019 through June 30, 2021.

The details of receiving OHV reimbursements are indicated within the contract; forms for receiving reimbursement are located: <https://www.dnr.state.mn.us/grants/enforcement/index.html>. Any expenses over the amount of your grant will be the sole responsibility of your agency. The OHV grant program is set up for your agency to provide annual reports, in order to receive annual payments.

A number of counties have indicated an interest in providing youth ATV training, and updates on current state laws regarding OHV use. The "Safety Training Instructors Resources," training course for instructors is available on-line: <https://www.dnr.state.mn.us/safety/instructors/resources.html>. Additionally, please consult with your local Conservation Officer for information and training regarding the current laws.

You are welcome to contact LT Adam Block, Program Manager, with any questions. Contact LT Block at (651) 259-5057 or [Adam.Block@state.mn.us](mailto:Adam.Block@state.mn.us).

Thank you in advance for your on-going efforts to assist the DNR in protecting Minnesota's resources and providing service to our citizens.

Sincerely,

A blue ink signature of COL Rodmen Smith, written in a cursive style.

COL Rodmen Smith, Director  
Division of Enforcement

# STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Houston County Sheriff's Office, 306 South Marshall Street, Caledonia, MN 55921 ("GRANTEE").

## Recitals Section

1. Under Minn. Stat. 84.026, (84.794, 84.803, and 84.927- For OHV only), and (84.83 for snowmobile safety only) the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2019, First Special Session, Chapter 4, Article 1, Section 3, Subdivision 6(f) (for OHV only) or Minnesota 2019, First Special Session, Chapter 4, Article 1, Section 3, Subdivision 6(d) (for snowmobile safety only) is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## Grant Contract

### 1 Term of Grant Contract

#### 1.1 *Effective date:*

July 1, 2019. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

#### 1.2 *Expiration date:*

June 30, 2021 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

#### 1.4 *Incur Expenses.*

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2019, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2019, First Special Session, Chapter 4, Article 3, Section 11, Subdivision 4.

### 2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible OHV Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any OHV related law, rule or regulation is **MANDATORY**.
- Purchase of ATV's for use in patrolling;
- ATV maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (**not** costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Off Highway Vehicle Enforcement work

- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.
- **POST on the Grantee's website, a copy of the two-page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.**

### 3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

### 4 Consideration and Payment

#### 4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract as follows:

##### *(a) Compensation*

The Grantee will be reimbursed up to \$ 4,794.00 in state fiscal year 2020, for expenses incurred between July 1, 2019 and June 30, 2020, and \$ 4,794.00 in fiscal year 2021, for expenses incurred between July 1, 2020, and June 30, 2021, as determined by the grant funding formula.

##### *(b) Total Obligation.*

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$ 9,588.00.**

#### 4.2 *Payment*

##### *(a) Invoices*

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2020 must be submitted **before June 30, 2021**. Invoices for state fiscal year 2021 must be submitted **before June 30, 2022**. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

### 5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Eligible reimbursement costs may not exceed **\$ 4,794.00** prior to July 1, 2020.

Eligible reimbursement costs may not exceed **\$ 4,794.00** prior to July 1, 2021.

## **6 Authorized Representative**

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Brian Swedberg, 305 South Marshall Street, Suite 1100 Caledonia, MN 55921, (507) 725--5960, brian.swedberg@co.houston.mn.us**. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## **7 Assignment Amendments, Waiver, and Grant Contract Complete**

### **7.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

### **7.2 Amendments**

Any amendments to this grant contract 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 grant contract, or their successors in office.

### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

### **7.4 Grant Contract Complete**

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## **9 State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to



in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

## **11 Workers Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **12 Publicity and Endorsement**

### **12.1 Publicity**

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

### **12.2 Endorsement**

The Grantee must not claim that the State endorses its products or services.

## **13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **14 Termination**

### **14.1 Termination by the State**

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **14.2 Termination for Cause**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### **14.3 Termination for Insufficient Funding**

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) 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 Grantee. The State is not

obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee 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 the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**14.4 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.**

## 15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

### 1. STATE ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Signed: [Signature]

Date: 8/30/19

SWIFT Contract/PO No(s) 165611 / 3-160299 <sup>FY20</sup>

### 2. GRANTEE

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### 3. STATE AGENCY

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
Agency  
Grantee  
State's Authorized Representative

# Houston County Agenda Request Form

Date Submitted: September 13, 2019

BOARD DATE: September 24, 2019

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

To approve the 2019 Prioritized Bridge Replacement Resolution

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

Copy of resolution is attached.

**Justification:**

This resolution lists all the County and Township bridges that need replacement in the next 5 years. This resolution is sent to MN/Dot who then uses it to secure money from the State and Federal government.

**Action Requested:**

Pass Resolution

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

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



**RESOLUTION**  
**Prioritized Bridge Replacement List**

WHEREAS, Houston County has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, supplied by local citizenry and local units of government, and

WHEREAS, Houston County has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next five years;

NOW, THEREFORE BE IT RESOLVED that the following deficient bridges are high priority and Houston County intends to replace, rehabilitate, or remove these bridges as soon as possible when funds are available,

Old Bridge #	Road # or Name	Total Project Cost	Township Bridge/or State Aid Funds	Federal Funds	Bridge Bonding	Local Funds	Proposed Construction Year
L3974	Eitzen Creek Drive	450,110.00	430,110.00	-	-	20,000.00	2020
L4560	Lorenz Road	173,423.00	173,423.00	-	-	-	2020
L9501	Prairie Ridge Road	450,110.00	430,110.00	-	-	20,000.00	2020
L9037	Gates Coulee Drive	331,660.00	311,660.00	-	-	20,000.00	2020
28501	Looney Valley Road	870,350.00	850,350.00	-	-	20,000.00	2020
L4012	Rooster Valley Road	341,610.00	321,610.00	-	-	20,000.00	2021
L3997	Freeburg Ridge Road	872,060.00	852,060.00	-	-	20,000.00	2021
L4009	Rooster Valley Road	351,858.00	331,858.00	-	-	20,000.00	2022
7540	CSAH 10	526,694.00	382,454.00	-	87,418.00	56,822.00	2022
L3984	Wiebke Hill Road	407,434.00	387,434.00	-	-	20,000.00	2023
L3983	Wiebke Hill Road	407,434.00	387,434.00	-	-	20,000.00	2023
88421	CSAH 12	396,179.00	247,612.00	-	90,041.00	58,526.00	2023
6937	CR 249	396,179.00		-	90,041.00	306,138.00	2023
88431	CSAH 20	396,179.00	247,612.00	-	90,041.00	58,526.00	2023
4038	Hauge Hill Road	419,657.00	399,657.00	-	-	20,000.00	2024
4543	Oaklnad Drive	689,768.00	669,768.00	-	-	20,000.00	2024
		7,480,705.00	6,423,152.00	-	357,541.00	700,012.00	

FURTHERMORE, Houston County does hereby request authorization to replace, rehabilitate, or remove such bridges; and

FURTHERMORE, Houston County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

Jeff

The new resolution would be for the County to enter into an agreement with the Minnesota Department of Public Safety, so that the Sheriff's Office can participate in the TZD (Towards Zero Deaths) traffic enforcement grant. The TZD grant will allow Deputies to work overtime shifts to enforce traffic laws. The Deputy's wage will be paid with the grant money.

The resolution would cover the time from October 1<sup>st</sup>, 2019 thru September 30<sup>th</sup> 2021.

I have attached copy of the old resolution. Also attached a copy notating the needed changes to the new resolution .

Also attached is the TZD Houston County Enforcement Budget for 2020. The County was awarded \$13,100.00.

Sgt. William Hargrove

**RESOLUTION NO. 17-21**

BE IT RESOLVED that the Houston County Sheriff's Office enters into a grant agreement with the Minnesota Department of Public Safety, for traffic safety projects during the period from October 1<sup>st</sup>, 2017 through September 30<sup>th</sup> 2019.

The Houston County Sheriff is hereby authorized to execute such agreements and Amendments as are necessary to implement the project on behalf of the Houston County Public Health and to be the fiscal agent and administrator of the grant.

I certify that the above resolution was adopted by the County Board of Houston County on May 16, 2017.

\*\*\*\*\*CERTIFICATION\*\*\*\*\*

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Charlene Meiners, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners dated May 16, 2017.

WITNESS my hand and the seal of my office this 16<sup>th</sup> Day of May, 2017.

(SEAL)

Charlene Meiners  
Charlene Meiners, County Auditor

*New #*

**RESOLUTION NO. 17-21**

BE IT RESOLVED that the Houston County Sheriff's Office enters into a grant agreement with the Minnesota Department of Public Safety, for traffic safety projects during the period from October 1<sup>st</sup>, ~~2017~~ *2019* through September 30<sup>th</sup> ~~2019~~ *2021*.

The Houston County Sheriff is hereby authorized to execute such agreements and Amendments as are necessary to implement the project on behalf of the Houston County Public Health and to be the fiscal agent and administrator of the grant.

I certify that the above resolution was adopted by the County Board of Houston County on ~~May 16, 2017~~ *Today's Date*.

\*\*\*\*\*CERTIFICATION\*\*\*\*\*

STATE OF MINNESOTA

COUNTY OF HOUSTON

*New Auditor's Name*  
I, ~~Charlene Meiners~~, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners dated May 16, 2017.

WITNESS my hand and the seal of my office this ~~16<sup>th</sup> Day of May, 2017~~ *Today's Date*.

(SEAL)

*Charlene Meiners*  
\_\_\_\_\_  
~~Charlene Meiners~~, County Auditor  
*New Auditor's Name*





## 2020 Enforcement Budget

### Houston County Sheriff's Office

Impaired Driving Enforcement	\$	6,000.00
Seat Belt Enforcement	\$	3,600.00
Speed Enforcement	\$	-
Distracted Enforcement	\$	2,200.00
Move Over Enforcement	\$	-
Pedestrian Enforcement	\$	-
<b>Total Overtime Enforcement Funding</b>	<b>\$</b>	<b>11,800.00</b>

### Dispatch, Administration and Conference Expenses

	DWI Related	Other	Total
Dispatch:	\$ 600.00	\$ 200.00	\$ 800.00
Administration:	\$ -	\$ -	\$ -
<b>Subtotal for Dispatch and Admin</b>			<b>\$ 800.00</b>
TZD Conference		\$ 500.00	\$ 500.00

**Total Funding Requested for Grant** **\$ 13,100.00**

September 4, 2019

Dear Houston County Board:

Two adjoining landowners have informed us of their intentions to sell trout stream conservation easements on tributaries to West Beaver Creek for inclusion into Minnesota Department of Natural Resources (DNR) Aquatic Management Area (AMA) system. Cumulatively these easements total 8.8 acres and 2,832 feet of stream access which will be available to the public for angling and other non-motorized outdoor recreation. The easements are located in Township 102, Range 6, Section 30. These parcels meet our criteria for a quality AMAs and we believe public support exists for these angling easement purchases. These individual acquisitions area as follows:

West Beaver Creek AMA Tract 8 owned by Charlene Meiners containing 4.3 acres and 1,070 stream feet; and

West Beaver Creek AMA Tract 8A owned by David Betz containing 4.5 acres and 1,762 stream feet.

In an effort to build on the good working relationship that the DNR has with county governments throughout the State, the DNR will be notifying county governments on all pending donations/sales of land or easements for AMA purposes. Being these purchases are easements the landowner maintains ownership; all of the property tax liability will remain with the landowner.

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We are excited to add this land to our AMA inventory. This area has many diverse habitat features that will be protected with this easement along with public access for angling. If you have any questions, please feel free to call me.

Sincerely,



Ronald Benjamin  
Area Fisheries Manager  
23785 Grosbeak Road  
Lanesboro, MN 55949  
(507) 467-2442 ext 222

cc: Brian Nerbonne - Regional Fisheries Manager  
Adam Murkowski - Land Acquisition  
Bill Bleckwenn – Realty Specialist