



Jeffrey Babinski
County Administrator

HOUSTON COUNTY

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

HOUSTON COUNTY BOARD OF COMMISSIONERS REGULAR BOARD MEETING AGENDA

9:30, November 12, 2019, County Board Room, Historic Courthouse

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE MINUTES (22 Oct Board Meeting)

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) Approve Ground Lease Agreement with Porteous Olson for Lot 8, Houston County Airport.
- 3) Approve Peddler's License Permits for the following individuals associated with Platinum Supplemental Insurance of Dubuque, Iowa:
 - a. Jason G. Radanot
 - b. Kaleb J. Sogacki
 - c. John A. Braem
 - d. Raymond G. Smith
 - e. Joshua J. Loso
 - f. Luke G. Schneider
- 4) Affirm the following personnel actions:
 - i. Assessor's Office
 1. Hire Joseph Olson as a probationary Appraiser Trainee, (B-22) Step 1, conditioned upon successful completion of background check, effective November 25, 2019.
 2. Accept the resignation of Michelle Quinn, Certified MN Appraiser (B-23), effective the end of the work day November 12, 2019 and thank her for 11 years of service to the Houston residents.

3. Hire David Fueurhelm as a probationary Appraiser Trainee (B-22) Step 1, conditioned upon successful completion of background check, effective November 25, 2019.
- ii. Department of Corrections
 1. Accept the retirement of Carol Sherburne, Technical Clerk I (B-21), effective the end of the day January 7, 2020 with thanks for her 18 years of service to the residents of Houston County.
- iii. Finance Department
 1. Hire Lynn Colsch, as a probationary Technical Clerk II (B-22) Step 2, conditioned upon successful completion of background check, effective November 18, 2019.
- iv. Public Health & Human Services
 1. Change the employment status of Susan Tostenson, Case Aide, from probationary to regular, effective November 20, 2019.
 2. Hire Karlee Moulton as a probationary Child Protection Social Worker (C-41) Step 2, conditioned upon successful completion of background check, effective December 2, 2019.

ACTION ITEMS

- 1) Consider approving the 2020-2021 Delegation Agreement and Work Plan with the MPCA. (Meiners)
- 2) Consider establishing a Capital Project and Debt Service Fund in connection with the Highway Department facility project. (Lapham)
- 3) Consider approval of low bid for SAP 028-599-078 for the Lorenze Road project in Hokah Township. (Pogodzinski)
- 4) Consider initiating a search (or reappointments) for annual vacancies on the Planning Commission and Board of Adjustment. (Lacher)
- 5) Consider approval of the 2020-2021 agreement with CEDA for Economic Development activities (Kruger)
- 6) Consider approving the snow/ice removal contract with WS Trucking & Construction, LLC (Nov 12, 2019 – June 30, 2021). (Kruger)
- 7) Consider revoking the snow/ice removal contract with Steele Construction (Dec 5, 2017 – Dec 5, 2020). (Kruger)

DISCUSSION ITEMS

- 1) Administrator Updates
 - a. MCIT Delegate Letter
 - b. Snowmobile Club Fiscal Review
 - c. Highway Department Facility and Site design
- 2) Commissioner Reports & Comments

CLOSING PUBLIC COMMENT

ADJOURN

REMINDERS

12 November:	Regular Board Meeting (Land Use/Public Works and Public Health and Human Services Standing Committees)
19 November:	Workgroup Session
26 November:	Regular Board Meeting (Finance Standing Committee)
26 November:	Joint Board of Health Meeting (Mabel, 1:00pm)
28/29 November:	Thanksgiving Holiday
2 December:	Truth in Taxation (6:00pm)
3 December:	Board Meeting (Land Use/Public Works and Public Health and Human Services Standing Committees)
9-11 December:	AMC Annual Conference
17 December:	Board Meeting (Finance Standing Committee)
25/25 December:	Christmas Holiday

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Agreement") effective June 23, 2019, by and between Houston County, Minnesota, a municipal corporation, (hereinafter "Landlord"), and Porteous E. Olson, (hereinafter "Tenant").

RECITALS

- A. Landlord now owns, controls and operates the Houston County Airport in Houston County, State of Minnesota (the "Airport"). Landlord owns that certain real property located within the Airport described as Lot 8 and shown pictorially on Exhibit "A" attached hereto (such real property, together with all rights, privileges, easements and appurtenances benefiting such real property, are collectively referred to herein as the "Premises").
- B. Landlord desires to lease the Premises for use beneficial to Houston County and the general public.
- C. Tenant is qualified, ready, willing and able to lease the Premises.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference thereto, are hereby incorporated into the body of this Agreement, and the mutual covenants contained in this Agreement, the parties hereto hereby agree as follows:

1. Leased Premises.

(a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the rent hereinafter provided and on the terms and conditions of this Agreement.

- 2. Term.** The initial term of this Agreement (the "**Initial Lease Term**") shall commence on June 23, 2019, and shall continue through a date five (5) years from July 1, 2016. Landlord grants to Tenant, subject to the conditions set forth below, the right and option to renew this Lease for an additional five (5) year period beginning at the end of the original term hereof or the end of any extended term, and otherwise subject to and on all the terms and conditions herein contained. Notice to Landlord of Tenant's intention to exercise an option shall be given at least six (6) months prior to expiration of the original term of the Lease herein or the extended term of any exercised option period ("Extended Term"). This lease shall renew for an additional five (5) years unless either party provides written notice of their intention not to renew at least six (6) months prior to the expiration of the original term or any extended term.

3. Payments.

(a) In consideration of the rights and privileges granted by this Agreement, Tenant shall pay rent to Landlord, the amount of \$212.91 for the first year (commencing July 1, 2016) and such payment must be made upon execution of this individual Lease Agreement.

(b) A delinquency charge of 10% per annum shall be added to payments required by Section 3(a) hereof, which are made more than 10 days delinquent.

(c) For the first twelve (12) months following the commencement date of July 1, 2016, the rent to be paid will remain as indicated in Section 3(a) hereof. Thereafter, the rent to be paid under Section 3(a) hereof shall be adjusted based upon increases of 50 percent (50%) of the Urban-Consumer Price Index, as established by the U.S. Bureau of Labor and Statistics ("Urban-CPI"). It is agreed by the parties that the annual rent shall be adjusted every year during the Lease Term commencing on the date on one (1) year from July 1, 2016, and on the same date each year thereafter (each such date referred to herein as a ("**Rent Adjustment Date**"), on the basis of increases in the CPI. Similar adjustments shall be made on each succeeding Rent Adjustment Dates based on the percentage increase, if any, in the CPI from the prior Rent Adjustment Date. All adjustments shall be effective on the applicable Rent Adjustment Date. All adjustments shall be based on the most recent CPI data available for January prior to the Rent Adjustment Date and calculated as a percentage change from the previous year's January data and rounded to nearest 1/10th percent. Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed by the parties that the rent payable under this Agreement shall never be less than that as originally designated in Section 3(a) hereof.

(d) In addition to the foregoing and in the event that payment is not received by Houston County prior to October 10 of each succeeding year, the Lessee acknowledges that Houston County is empowered to place the amount of the delinquent lease payment plus all accrued interest on the real estate tax rolls for collection the following year or years, and in addition, to terminate this Lease Agreement and retake the property.

4. Improvements.

(a) Tenant shall not erect additional structures, make any material improvements or modifications or undertake any other material construction on the Premises, nor materially alter, modify or make additions or improvements to the exterior of any structure existing or built on the Premises without prior written approval of the Landlord. Prior to commencement of any material improvements or modifications to the Premises, Tenant shall submit a written request to the Houston County Board of Commissioners. Said request must clearly specify and detail the improvements or modifications which are proposed, including the estimated time period expected to make said improvements or modifications, and the Tenant shall not commence work until written approval is granted. If any material improvements or modifications are made without the prior written consent of Landlord, Landlord may correct or remove the same and the Tenant shall be liable for any and all expenses incurred by Landlord. Consent to modifications shall not be unreasonably withheld nor shall approval be arbitrary or capriciously withheld by the Landlord, and Landlord shall make a timely disposition of each request.

(b) Upon receipt of written approval, Tenant shall proceed with the construction, with reasonable diligence and at its sole cost and expense, including any permits, applications or inspections. Subject to force majeure, the construction shall be completed according to the project schedule.

5. **Utilities.** Tenant shall have the right to use the utility service facilities located on or available to the Premises that exist on the date of this Agreement. Landlord's obligation under this provision shall be limited to utilities extended by a utility company to the property line of the Premises, and nothing herein shall obligate Landlord to provide any utility to Tenant that is not otherwise available to Landlord at the property line of the Airport. In addition, should Tenant's operations on the Premises require new or additional utility service facilities which facilities are not available to the property line of the Airport, Tenant shall, at its expense, extend such facilities to the Premises. If Landlord is unable to provide utility service facilities due to the imposition of any limit on consumption or on the construction of additional utility facilities, or the allocation or curtailment of utility facilities or service by law or regulation, it shall have no obligation hereunder. Tenant agrees to pay the cost of all utility services utilized on the Premises, which are provided by public utility companies. In the event Tenant fails to pay any utility bill when due, the non-payment of which results in a lien against Landlord's interest in the Premises, Landlord may, at its option, pay the same and collect from Tenant the amounts so disbursed, plus a late charge at the rate of 10% per annum. However, Tenant shall not have the right to extend sewer and water services to their hangars from the County owned systems as they are not designed to handle the service load to serve hangars in addition to the restroom building. In addition, Tenant shall pay for all cost incurred to extend services from their present location to their hangars.

6. **Compliance with Environmental Laws.**

(a) Tenant shall comply with all of the following to the extent applicable to the Premises and within Tenant's control: all federal, state and local environmental, safety or health laws and ordinances and rules of common law, including but not limited to, the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. 651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 V.S.C. 9601 et seq.), the Hazardous Materials Transportation Act (49 u.s.c. 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6091 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.c. 2601 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), the Safe Drinking Water Act (42 U.S.C. 300f-300j), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as any of the foregoing may hereafter be amended, any rule or regulation pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health or safety issues of or by the federal government, or any state or other political subdivision thereof, or any agency, court or body of the federal government, or any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions.

(b) Tenant agrees to defend, indemnify and hold harmless Landlord, its agents, officers and employees from and against any and all claim, liability, damages (including fines and penalties), injunctive relief, injuries to person, property or natural resources, cost, expense, action or cause of action, arising as a result of action or inaction by Tenant, its employees, agents, or contractors in connection with Tenant's failure to comply with the provisions of Section 6(a) hereof, unless (i) the hazardous substances are present on the Premises as a result of the actions of Landlord or its officers, employees, agents or contractors ("Landlord's Action"); or (ii) such hazardous substances were for any reason present on the Premises prior to the date of this Agreement. If hazardous substances (x) are present on the Premises as a result of Landlord's Action or (y) were for any reason present on the Premises prior to the date of this Agreement, Landlord agrees to indemnify, hold harmless and defend Tenant its subtenants and their respective directors, officers, employees, agents and contractors from and against any claims, judgments, liens, damages, penalties, fines, expenses, liabilities, or losses arising during or after the Lease Term which are in any way related to any leak, spill, release, discharge, emission, or disposal of any hazardous substances.

7. Default and Termination.

(a) This Agreement shall be subject to termination by Tenant in the event of any one or more of the following events:

(i) The abandonment of the Airport as an airport or airfield for any type, class or category of aircraft.

(ii) The default by Landlord in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Landlord to remedy, or undertake to remedy, to Tenant's satisfaction, such default for a period of thirty (30) days after receipt of notice from Tenant to remedy same.

(iii) Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the operation of any business being conducted on the Premises.

(iv) The lawful assumption by the United States, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict any occupant of the Premises from substantially conducting business operations on the Premises for a period in excess of ninety (90) days.

(b) This Agreement shall be subject to termination by Landlord in the event of anyone or more of the following events:

(i) The default by Tenant in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Tenant to remedy, or undertake to remedy, to Landlord's satisfaction, such default for a period of thirty (30) days after receipt of notice from Landlord to remedy same.

(ii) Tenant files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Tenant and such receivership is not vacated within thirty (30) days after the appointment of such receiver

(iii) Tenant's abandonment of the Premises for a period of more than 365 days after the date of this Agreement.

(c) Neither party shall be held in breach of this Agreement because of their failure to perform any of its obligations hereunder if said failure is due to act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control; provided however, that the foregoing provision shall not apply to failures by Tenant to pay fees, rents or other charges to Landlord.

(d) The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

8. Condemnation.

(a) If, by an exercise of the right of eminent domain or by conveyance made in response to the threat thereof (in either case, a "Taking") all or any material portion of the Premises is taken, this Agreement will, at the election of Tenant, end on the earlier of the vesting of title to the Premises in the condemning authority, or the taking of possession of the Premises by the condemning authority. Landlord and Tenant shall then divide the total award less costs of obtaining the award, including attorneys' and appraisers' fees based on by their respective interests in the Premises and the improvements thereon, as determined by agreement or by any court of competent jurisdiction, but subject to the rights of any party who holds a valid lien. Tenant's rights shall be determined as if Tenant was permitted to continue to operate the Premises for the permitted uses under this Agreement for the Lease Term (and assuming Tenant exercised all of its rights to extend the Lease Term).

(b) In connection with any Taking, Tenant may prosecute its own claim by separate proceedings against the condemning authority for additional damages legally due to it, including but not limited to (i) the loss of fixtures which Tenant was entitled to remove, and (ii) relocation expenses.

9. Insurance.

(a) Tenant shall, at all times during the Lease Term, and at Tenant's sole expense, keep all improvements that are now or hereafter a part of the Premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent (100%) of the full replacement value of the improvements.

(b) Tenant shall maintain in effect throughout the Lease Term personal injury liability insurance covering the Premises in the amount of One Million and No/100 (\$1,000,000.00) Dollars for injury to or death of anyone person, and One Million and No/100 (\$1,000,000.00) Dollars for injury to or death of any number

of persons in one occurrence, and property damage liability insurance in the amount of One Million and No/100 (\$1,000,000.00) Dollars.

(c) All of the policies of insurance referred to in this Section shall be effective July 1 through June 30 of the subsequent year and shall be written in a form reasonably satisfactory to Landlord and by insurance companies or through self insurance programs reasonably satisfactory to Landlord. Tenant shall pay all of the premiums for insurance and deliver policies, or certificates of policies, to Landlord and Landlord shall be named as an additional insured on the policy. The certificates of insurance must be provided to the County Auditor's Office immediately upon execution of this Lease Agreement. The Tenant must also provide updated copies of Proof of Insurance each year along with payment of their lot lease and upon request by Landlord.

(d) In spite of anything to the contrary contained in this Section, Tenant's obligations to carry the insurance provided for in this Section may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant.

(e) The cost of insurance required to be carried by Tenant in this Section shall be deemed to be in addition to rent under this Agreement.

10. **Indemnification.** Tenant shall keep and hold harmless Landlord from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Landlord, Tenant or sub lessee, by reason of death or injury to persons or loss of or damage to property, resulting from Tenant's or sub lessee's operations, or anything done or omitted by Tenant or sub lessee under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the acts or omissions of Landlord, its agents or employees.
11. **Casualty.** In the event that any of the improvements erected on the Premises by Tenant, pursuant to Section 4(a) of this Agreement or otherwise, are damaged or destroyed by fire or other casualty and Tenant does not elect to terminate this Agreement, Tenant shall promptly repair the improvements and restore them to a condition at least as good as existed immediately before the casualty. While the improvements are being so repaired and restored, the rent hereunder shall abate to the extent the Premises are rendered untenable by such damage or destruction.
12. **Tenant as Independent Contractor.** In conducting its business hereunder, Tenant acts as an independent contractor and not as an agent of Landlord. The selection, retention, direction and payment of Tenant's employees and vendors shall be at the sole responsibility of Tenant, and Landlord shall not attempt to exercise any control over the daily performance of duties by Tenant's employees.
13. **Assignment/Sublease.** Tenant may sublease the Premises with the consent of

Landlord, which consent shall not be unreasonably withhold or delayed. Tenant may, without the prior written consent of Landlord, assign this Agreement; but in such event, Tenant shall remain liable to Landlord for the remainder of the term of the Agreement and to pay to Landlord any portion of the rent and fees not paid by the assignee when due.

14. **Signage.** No sign shall be erected or maintained by Tenant on the Premises except in compliance with local policies and regulations and with the consent of Landlord. Prior to erection of such sign, Tenant must obtain written approval from Landlord, such consent not to be unreasonably withheld. Notwithstanding any other provisions of this Agreement, said sign(s) shall remain the property of Tenant. Tenant shall remove, at its expense, all lettering, signs and placards so erected on the Premises upon termination of this Agreement.

15. **Non-Interference with Operation of the Airport.** Tenant, by accepting this Agreement, expressly agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard or breach Federal Aviation Administration established security requirements. In the event this covenant is breached, Landlord reserves the right, after prior written notice to Tenant, to enter upon the Premises and cause the abatement of such interference at the expense of Tenant. In the event of a breach in airport security caused by Tenant, resulting in fine or penalty to the Airport of which Tenant has received prior written notice, such fine or penalty will be charged to Tenant. Landlord shall maintain and keep in repair the landing area of the Airport and shall have the right to direct and control all activities of the Tenant in this regard. Notwithstanding any paragraph contained herein to the contrary, the parties agree that Landlord and its agents and representatives shall have the right to enter into or upon the leased premises, or any part thereof at all reasonable hours for the purpose of examining the same, and upon sufficient notice to the Tenant. Any items found during said examinations not in compliance with local, state, or federal regulations or the conditions of this Lease Agreement will be considered a breach of the same.

16. **Landlord's Reserved Rights.**

(a) Landlord, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the Airport (other than on the Premises) and to take any action it considers reasonably necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting or permitting to be erected, any building or other structure on the Airport (other than the Premises) which, in the reasonable opinion of Landlord, would limit the usefulness of the Airport or constitute a hazard to aircraft.

(b) For so long as this Agreement remains in effect, Tenant and its

Subtenants shall have the (i) non-exclusive right to use all portions of the Airport that are not leased or occupied by others (the "Common Areas"), for such purposes and subject to rules as Landlord may reasonably permit and establish from time to time, and (ii) the non-exclusive right to use for access purposes any public or private road or utility system now or hereafter serving the premises (collectively the "roads and utilities") but according to any limitations as mentioned in Section 5. Landlord agrees to repair, replace, maintain and restore the common areas and roads and utilities in accordance with the Airport's long-term maintenance program.

(c) Landlord agrees to repair, operate and maintain the airport as required by the FAA. Tenant shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and use restrictions as Landlord deems necessary.

17. Rights of Leasehold Mortgages.

(a) For purposes of this Agreement, "Leasehold Mortgage" means any deed of trust, mortgage or lien on this Agreement and Tenant's leasehold interest in the Premises or any portion thereof; and "Leasehold Mortgagee" shall mean the beneficiary under any such deed of trust or the holder of any such mortgage or lien.

(b) Notwithstanding anything in this Agreement to the contrary, Tenant shall have the absolute right, without Landlord's consent, to mortgage this Agreement and Tenant's leasehold interest or any portion thereof by one or more Leasehold Mortgages. Landlord, without waiving any provision of this Agreement, consents to any exercise of remedies by any Leasehold Mortgagee, including acceptance of an assignment, deed or other conveyance in lieu of foreclosure. Any Leasehold Mortgagee which succeeds to Tenant's estate under this Agreement shall have the right, without Landlord's consent, to sell, assign or sublet the leasehold interest hereunder to any party subject to the terms and conditions of this Agreement.

(c) If Tenant shall mortgage this Agreement and Tenant's leasehold estate hereunder or any portion thereof, and if any Leasehold Mortgagee shall forward to Landlord a copy of the Leasehold Mortgage together with a written notice setting forth its name and address, then any such copy of the Leasehold Mortgage and any such notice shall be deemed also to have been forwarded to any successor to Landlord's interest in the Premises and until the time, if any, that such Leasehold Mortgage shall be satisfied of record or such Leasehold Mortgagee shall give Landlord written notice that said Leasehold Mortgage has been satisfied, and further, as to each Leasehold Mortgagee who has given Landlord the above-described notice, Landlord agrees and acknowledges as follows for the benefit of each such Leasehold Mortgagee (all of which agreements and covenants shall be cumulative, so that if a Leasehold Mortgagee exercises rights or remedies under anyone of the following paragraphs, the same shall not be deemed an election of remedies, and such Leasehold Mortgagee shall continue to have all other rights and remedies provided for herein below):

(i) No cancellation, surrender, abandonment, acceptance of

surrender or modification or amendment of this Agreement shall be binding upon any Leasehold Mortgagee or affect the lien of any Leasehold Mortgage if done without the prior written consent of said Leasehold Mortgagee (provided that no consent shall be required to a cancellation in accordance with the terms of Section 7 (b) of this Agreement or a surrender on the expiration of the Lease Term or earlier termination hereof, and consents to any modification or amendment to this Agreement shall not be unreasonably withheld or delayed by such Leasehold Mortgagee);

(ii) If Landlord shall give any notice, demand or election (collectively, "Notice") to Tenant hereunder, Landlord shall at the same time give a copy of such Notice to each Leasehold Mortgagee at the address theretofore designated by each of them in accordance with the terms of this Section. All Notices to any Leasehold Mortgagee shall not be in addition to and run successively with any notice given to Tenant but instead shall run concurrently with the applicable notice and grace periods given to Tenant. No Notice given by Landlord to Tenant shall be binding upon or affect any Leasehold Mortgagee unless a copy of said Notice shall be given to said Leasehold Mortgagee pursuant to this Section. In the case of any assignment of the Leasehold Mortgage or Mortgages held by it, or of any change of address of any Leasehold Mortgagee, said assignee or Leasehold Mortgagee, by written notice received by Landlord, may change the name of said Leasehold Mortgagee and the address to which such copies of Notices are to be sent to Leasehold Mortgagee;

(iii) Notwithstanding anything to the contrary herein, each Leasehold Mortgagee shall have the right to perform any term, covenant, condition or agreement of this Agreement to be performed by Tenant and to remedy any default by Tenant hereunder, and Landlord shall accept such performance by a Leasehold Mortgagee with the same force and effect as if performed by Tenant so long as such performance and/or remedy is made within any applicable grace or cure period provided herein;

(iv) If Landlord shall give a Notice of a default by Tenant under this Agreement and if such default shall not be remedied within any applicable grace or cure period and Landlord shall become entitled to re-enter the Premises or terminate this Agreement, then, before re-entering the Premises or terminating this Agreement, Landlord shall give to each Leasehold Mortgagee not less than, sixty (60) days written notice of the default and shall allow each Leasehold Mortgagee such sixty (60) days within which to cure the default, or, in the case of a default which cannot in the exercise of diligence reasonably be cured within said sixty (60) day period, shall allow each Leasehold Mortgagee such sixty (60) days to commence the curing of the default, in which event Landlord shall not re-enter the Premises or terminate this Agreement, so long as any Leasehold Mortgagee or Tenant is diligently engaged and is using all reasonable efforts in curing the default;

(v) In case of a default by Tenant under this Agreement, if Landlord

shall not elect to re-enter the Premises or give notice of default, but shall instead bring a proceeding to dispossess Tenant or other occupants of the Premises, to re-enter the Premises, to terminate this Agreement by reason of such default, or terminate the leasehold estate of Tenant hereunder, then Landlord shall, before commencing such proceedings, or otherwise terminating the leasehold estate of Tenant hereunder, give to each Leasehold Mortgagee sixty (60) days written notice of such default and shall allow each Leasehold Mortgagee such sixty (60) day period within which to cure such default, or, in the case of a default which cannot in the exercise of diligence reasonably be cured within said sixty (60) day period, shall allow each Leasehold Mortgagee such sixty (60) days to commence the curing of the default, in which event Landlord shall not commence any such proceeding, or otherwise terminate the leasehold estate of Tenant hereunder, so long as a Leasehold Mortgagee or Tenant is diligently engaged in and is using all reasonable efforts curing, the default;

(vi) Tenant may delegate irrevocably to any Leasehold Mortgagee the authority to exercise any or all of Tenant's rights hereunder, including without limitation the authority to exercise any option to extend or renew the term hereof (subject to the terms of this Agreement, but no such delegation shall be binding upon Landlord unless and until either Tenant or the Leasehold Mortgagee shall give to Landlord a true copy of a written instrument effecting such delegation;

(vii) Notwithstanding anything to the contrary herein, if any default by Tenant under this Agreement cannot practicably be cured by a Leasehold Mortgagee without taking possession of the Premises, or if any such default is not reasonably susceptible of being cured by a Leasehold Mortgagee, including without limitation the bankruptcy or insolvency of Tenant, then Landlord shall not re-enter the Premises or serve a notice of election to terminate this Agreement, or bring a proceeding, to dispossess Tenant or other occupants of the Premises or to re-enter the Premises or to terminate this Agreement by reason of such default, unless Landlord shall first give each Leasehold Mortgagee sixty (60) days written notice of such election to re-enter, terminate or bring such proceeding and allow each such Leasehold Mortgagee reasonable time to obtain possession of the Premises (by appointment of a receiver, or otherwise) and to cure such default.

(viii) A Leasehold Mortgagee shall not be required to continue to proceed to obtain possession, or to continue in possession as mortgagee, of the Premises or to continue to prosecute foreclosure proceedings, if and when a default shall be cured.

(d) If Landlord terminates this Agreement, Landlord shall notify each Leasehold Mortgagee entitled to Notice under this Section of such termination (the "Termination Notice"), which notice shall set forth all sums due to Landlord under the Agreement and upon the written request of any Leasehold Mortgagee. Landlord shall enter into a new lease of the Premises with such Leasehold Mortgagee for the remainder of the Lease Term effective

as of the date of such termination at the rent and upon the terms, provisions, covenants, and agreements herein contained (including, without limitation, all rights, options, or privileges to extend or renew the Lease Term if any). The following terms and conditions shall be applicable to any such new lease:

- (i) Leasehold Mortgagee shall make written request upon Landlord for the execution of such new lease within sixty (60) days after the date Leasehold Mortgagee receives the Termination Notice which request shall be accompanied by a payment to Landlord of all amounts then due Landlord by Tenant under this Agreement but for the termination.
- (ii) Leasehold Mortgagee shall perform and observe all covenants contained in any such new lease on Tenant's part to be performed and observed during the period Leasehold Mortgagee is in possession of the Premises under such new lease and shall further remedy any default existing as of the date of any such new lease.
- (iii) Any such new lease shall be expressly subject to the rights, if any of Tenant under this Agreement and to the rights, if any of any then in possession of all or any part of the Premises under leases permitted by the Leasehold Mortgage and then subject to the provisions of any subordination agreements between such party and the Leasehold Mortgagee.
- (iv) Any such new lease shall be identical to this Agreement.
- (e) Except as set forth above, any new lease entered into pursuant to this Section shall be superior to all rights, liens and interest intervening between the date of this Agreement and the date of such new lease. Upon the request of the new tenant, Landlord shall execute and deliver a memorandum of the new lease in recordable form so that notice of the new lease may be placed of record by the new tenant.
- (f) The rights hereunder of Leasehold Mortgagees shall be exercisable by such Leasehold Mortgagees in the order of the priority of lien or other security interest of their respective Leasehold Mortgages. No holder of a Leasehold Mortgage shall be liable under the provisions of this Agreement unless and until such time as it takes possession of the Premises or it becomes the owner of the leasehold estate in the Premises, but, in such case, only for as long as it remains in possession of the Premises or owns the leasehold estate in the Premises.
- (g) At Tenant's expense, upon written request of Tenant, any Leasehold Mortgagee, or any prospective holder of any mortgage on this Agreement or the Tenant's leasehold interest, Landlord shall deliver to them or any of them a separate written instrument signed and acknowledged by Landlord setting forth and confirming the provisions of this Section, and acknowledge to them or any of them in writing the receipt by Landlord of any notice or instrument given, sent or delivered to Landlord pursuant to the provisions of this Section.
- (h) Subject to the provisions of this Section, when a new lease is entered into with a Leasehold Mortgagee or its designee (such holder or designee the "Acquiring Holder" and the Leasehold Mortgage of such Acquiring Holder

the "Acquiring Holder's Leasehold Mortgage"). The liens on and estates and other interests in the Premises or this Agreement of all persons holding directly or indirectly under or through Tenant (including the Acquiring Holder's Leasehold Mortgage), other liens, estates and interests which are subordinate to the Acquiring Holder's Leasehold Mortgage, shall immediately and without documentation continue in effect attach to the new lease and be reinstated as to each other to the same extent, and in the same manner, order and priority as if (i) the new lease were this Agreement (ii) this Agreement had not been terminated, Agreement by assignment on the date the term of the new lease commences. Each lien, estate or interest which could have been extinguished by the foreclosure of the Acquiring Holder's Leasehold Mortgage shall be deemed to be subordinate to the Acquiring Holder's Leasehold.

(i) Notwithstanding anything in this Agreement to the contrary, the senior Leasehold Mortgagee shall be entitled to participate in any proceedings relating to any condemnation of all or any part of the Premises to the same extent as the Tenant may so participate hereunder.

(j) Notwithstanding any provision of this Section to the contrary, Landlord shall not be required to provide any notice to any Leasehold Mortgagee under this Section unless such Leasehold Mortgagee has provided Landlord written notice of its existence.

(k) Upon request of a Leasehold Mortgagee Landlord will enter into an agreement with such Leasehold Mortgagee confirming the provisions of this Section for the benefit of such Leasehold Mortgagee and acknowledging the Leasehold Mortgage and the assignments made therein.

18. Maintenance. Tenant shall maintain the buildings built and existing on the Premises in a reasonable manner at all times. Tenant further agrees to keep the Premises continually in a neat, clean, and respectable condition, free of ice and snow and other obstructions. Tenant shall not allow the accumulation of any garbage, refuse or rubbish on the Premises nor allow any liquors or beverages of an intoxicating nature or tendency to be sold or kept on said Premises nor any gambling or illegal practices to be tolerated on said Premises.

19. Allowable Storage within Hangar. The hangars are intended primarily for the storage of aircraft and related equipment, supplies, maintenance items, etc. However, the Tenant shall be allowed to store other personal items in an area of not more than 20% of the hangar space. Tenant agrees that he/she will not have a fuel tank on the property other than that which is normally stored onboard the aircraft itself for aircraft operations. In addition to the aforementioned, Tenant is allowed to store fuel only in Class A fuel containers, with a maximum of three (3) containers allowed in a hangar, holding no more than five (5) gallons per container. No other fuel storage containers other than described above, will be permitted.

20. Tenant's Property. All property and improvements of Tenant in or about the

leased premises shall be kept, stored and/or maintained at the sole risk of Tenant without any liability of Landlord for loss or damage thereto, including but not limited to, loss from fire, explosion, wind, rain, hail, water leakage, bursting of pipes or conduits, sprinklers, gas, electricity, or structural failure, regardless of negligence, nor shall Landlord be liable to Tenant for any interruption of business conducted by Tenant, regardless of cause.

21. Snow Removal. Landlord will remove snow to the greatest extent practical using County owned equipment. Tenant is responsible for the remainder of the snow and ice build-up directly in front of the hangars which is not accessible and/or removable by the aforementioned County equipment.

22. Miscellaneous Provisions.

(a) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing and signed by all parties.

(b) If a provision hereof shall be finally decreed void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

(c) All notices and demands hereunder shall be in writing, and shall be deemed to have been properly given or served as of (i) the date of personal delivery with acknowledgment of receipt; (ii) five (5) days after the same is deposited in the United States mail, prepaid, for delivery by registered or certified mail, return receipt requested; or (iii) the first business day after the date delivered to a reputable overnight courier service providing proof of delivery. The initial addresses of Tenant and Landlord are set forth below:

If to Tenant

Porteous Olson

14061 Benson Dr.

Houston MN 55943

(507) 896-3519

With a copy to:

If to Landlord: Houston County Engineer, Airport Manager
1124 East Washington Street, Room 111
Caledonia, MN 55921

And

Houston County Auditor
304 South Marshall Street, Room 111
Caledonia, MN 55921

With a copy to: Houston County Attorney's Office
Houston County Justice Center
306 Marshall Street, Suite 2300
Caledonia, MN 55921

(d) The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provisions of this Agreement.

(e) This Agreement is construed in accordance with the laws of the State of Minnesota.

(f) In the event Tenant shall continue to occupy the Premises beyond the Lease Term, such holding over shall not constitute a renewal of this Agreement but shall be a month-to-month tenancy only.

(g) All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

(h) The interests of Landlord hereunder are not to be subordinated to any Leasehold Mortgage. Landlord shall, without charge, from time to time, within ten (10) days after request by Tenant or any Leasehold Mortgagee, certify in writing to the effect that (i) this Agreement is unmodified and in full force and effect (or, if there shall have been modifications, stating the modifications), (ii) the date to which all rent and other charges have been paid, (iii) the expiration date of the Lease Term, (iv) whether, to the best knowledge of the person executing such certificate on behalf of Landlord, any default by Tenant has occurred and, if so, the notice shall specify such default to the extent of the knowledge of the person executing the certificate, and (v) such other matters as may be reasonably requested by Tenant or any Leasehold Mortgagee.

(i) At expiration of the Lease Term or the earlier termination of this Agreement, after payment of all rents and charges which are due as of such date, Tenant shall have the right, within thirty (30) days thereafter to remove any furniture, fixtures, machinery, equipment and signs installed on the Premises, but not considered a permanent component of the structure, and shall repair at its own expense all damage caused by such removal. At

expiration of the Lease Term or the earlier of this Agreement, Landlord shall have the right upon thirty (30) days' notice, to require Tenant, at Tenant's own expense, to remove any furniture, fixtures, machinery, equipment and signs installed on the Premises by Tenant, but not considered a permanent component of the structure, and Tenant to repair at the Tenant's own expense all damage to the Premises caused by such removal. Any such personal property not removed by Tenant within such time shall become the property of Landlord.

(j) Landlord agrees that, on payment of the rent and performance of the covenants and agreements on the part of Tenant to be performed hereunder, Tenant shall peaceably hold and enjoy the Premises and all rights and privileges of the Airport, its appurtenances and facilities, granted herein.

(k) Neither Landlord nor Tenant shall unreasonably withhold or delay approvals and consents required or otherwise sought by the other under the terms of this Agreement.

(l) Except as otherwise provided herein, all improvements on the Premises shall be owned by Tenant. Upon the expiration of the Lease Term or earlier termination of this Agreement, title to such improvements shall remain the property of the Tenant. However, upon the expiration of this Agreement, Tenant shall either rent or sell the improvements to a party who is ready, willing and able to enter into a ground lease agreement with Landlord. Further Tenant grants a right of first refusal to Landlord to purchase the improvements existing on the Premises from Tenant.

(m) If any mortgage, trustee or other purchaser at a foreclosure sale of a mortgage, indenture or deed of trust acquires title to Landlord's interest in the Premises, such party shall recognize Tenant's rights hereunder and execute a non-disturbance agreement to that effect, and Tenant shall then recognize such mortgagee, trustee or other purchaser, as its new landlord, and this Lease shall continue in full force and effect as a direct lease between such mortgagee, trustee or other purchaser, upon the terms, covenants, conditions and agreements set forth herein.

(n) Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Tenant and Landlord, as the case may be, in accordance with a duly adopted resolution, and that this Agreement is binding upon Tenant and Landlord, as the case may be, in accordance with its terms. Each party shall, contemporaneous with the execution of this Agreement, deliver to the other a certified copy of a resolution of its governing board authorizing or ratifying the execution and delivery of this Agreement.

(o) This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

(p) Upon the request of either party hereto, the other party shall join in the execution of a Memorandum of this Agreement in form acceptable to Tenant for the purposes of recordation.

(q) Time shall be of the essence hereof.

(r) As a material inducement to enter into this Agreement, Landlord represents and warrants to Tenant that Landlord owns fee simple absolute title to the Premises, free and clear of any and all liens, claims, charges, encumbrances, easements, restrictions, reservations, covenants and conditions, except those previously disclosed to Tenant in writing or otherwise appearing of record.

(s) No merger of the leasehold estate created by this Agreement with the fee estate in the Premises shall occur unless and until all persons, including any Leasehold Mortgagee, having any interest in the leasehold estate created by this Agreement and the fee estate in the Premises shall join in a written instrument effecting such merger.

23. Easement.

(a) Houston County owns fee simple title to certain real property located within the Airport pictorially described on Exhibit A attached hereto (the "County Parcel").

(b) The County hereby irrevocably, absolutely and unconditionally grants, conveys, sells and transfers unto Tenant (i) a non-exclusive, perpetual easement for purposes of vehicular and pedestrian ingress and egress to, through and from the County Parcel, for Tenant's customers, employees, guests, invitees, agents and licensees and for the benefit of the premises, upon, over, across and under the County Parcel; (ii) the non-exclusive right to use all portions of, including but not limited to private roadways servicing the airport not leased or occupied by other parties (the "Common Areas"). For purposes of vehicular and pedestrian ingress and egress to, through and from the Airport, for Tenant's customers, employees, guests, invitees, agents and licensees and for the benefit of the premises, upon, over, across and under the Airport, and for such other purposes and subject to such rules as the Landlord may reasonably permit and establish from time to time; (iii) a non-exclusive, perpetual easement to any utility system now or hereafter located on the County Parcel (the "Utilities") for connection purposes to service the premises; and (iv) the right to construct and maintain driveways together with related landscaping, lighting, curbs, gutters, utilities, signage, drainage system and any other necessary improvements over, across, under and upon the County Parcel connecting the premises to any private roadway and located upon the County Parcel (collectively the "Easement"). The Easement shall be appurtenant to the premises and run with the land including but not limited to the County Parcel. Tenant shall not interfere with the rights and privileges of other persons or firms using the common areas in the County Parcel and shall be subject to such weight and use restrictions as the Landlord deems reasonably necessary, except that such use restrictions may not interfere with Tenant's ability to connect to a utility system on the County Parcel and to have utilities service the premises and the ingress and egress rights provided to Tenant hereunder. That being stated, however, utility use shall exclude the use of sewer and water from serving hangars as previously mentioned in Section 5.

(c) Repairs and Maintenance of the Easement.

(i) The Landlord agrees to repair, operate and maintain the

common areas and utilities as required by the FAA. The County further agrees to repair, replace, maintain and restore the County parcel per the requirements of the FAA, at all times.

(d) Indemnification.

(i) The Landlord agrees to indemnify, defend and hold Tenant harmless against and from all expenses, losses or liabilities (including reasonable attorneys' fees and other costs and expenses of defensive claims) claimed, paid, suffered or incurred as a direct result of its breach of this Agreement. Tenant agrees to indemnify, defend and hold the County harmless against and from all expenses, losses or liabilities including reasonable attorneys' fees and other costs and expenses of defensive claims) claimed, paid, suffered or incurred as a direct result of its use of the Easement in accordance with this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written and retroactive, where applicable, to July 1, 2016.

In the presence of:

HOUSTON COUNTY, MN

Houston County Board Chairman

Houston County Auditor/Treasurer

In the presence of:

TENANT

Porteous Allen


State of Minnesota)) ss.:
County of Houston)

Notary Public

State of Minnesota) ss:
County of Houston)

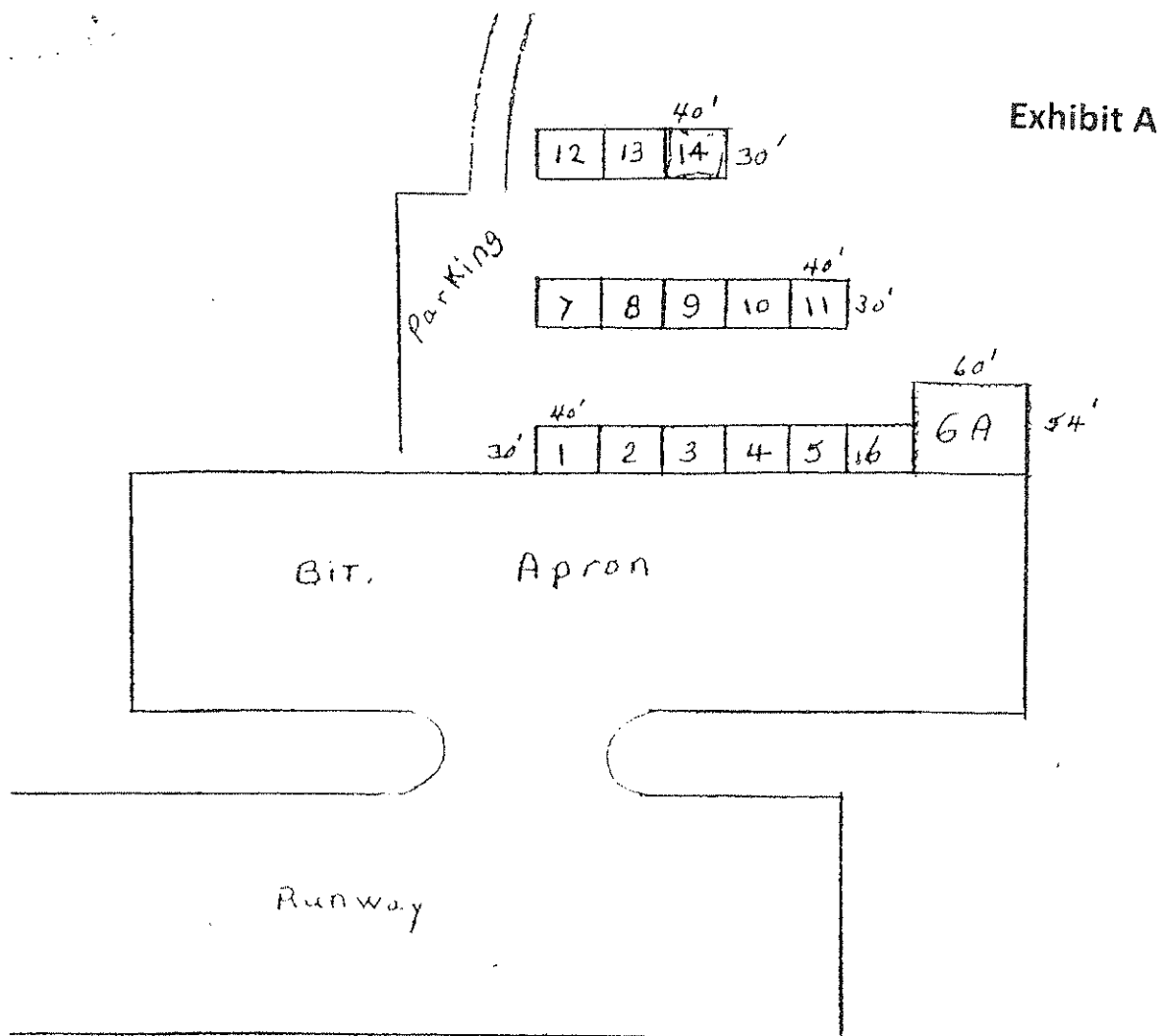
Notary Public

State of Minnesota) ss:
County of Houston)

 **POLLY HEBERLEIN**
Houston County
Deputy Auditor-Treasurer
Houston County, Minnesota
(ex-officio notary public)
My term is indeterminate.

Polly Heberlein
Notary Public

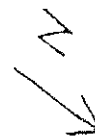
Houston County Attorney



Houston County Airport Hangers

lots 40 ft wide, 30 ft deep

except lot 6A 60 ft x 54 ft.



NOT TO SCALE

**HOUSTON COUNTY
AGENDA REQUEST FORM
November 12, 2019**

Date Submitted: 11.07.19

By: Tess Kruger, HRD/Facilities Mgr.

APPOINTMENT REQUESTED:

Facilities/Grounds

- Consider approving the snow/ice removal contract with WS Trucking & Construction, LLC (2019-2020 season).
*Replaces the snow/ice removal contract with Steele Construction (12/05/2017- 12/05/2020).
- Facilities Update- Information only
Woodland- Zenke Inc. will be performing excavation/grading, storm sewer work (\$19,400.00) - Health and Safety.

EDA

- Consider approving the 2020 EDA agreement with CEDA.

CONSENT (HR requests)

Assessor's Office

- Hire Joseph Olson as a probationary Appraiser Trainee, B22, Step 1, conditioned upon successful completion of background check, effective November 25, 2019.
- Accept the resignation of Michelle Quinn, Certified MN Appraiser (B-23), effective the end of the work day November 12, 2019 and thank her for 11 years of service to the Houston residents.
- Hire David Feuerhelm, as a probationary Appraiser Trainee (B22) Step 1, conditioned upon successful completion of background check, effective November 25, 2019 to fill the above listed vacancy.

Department of Corrections

- Accept the notification of retirement of Carol Sherburne, Technical Clerk I, (B-21), effective the end of the day January 7, 2020 and thank Carol for 18 years of service to Houston County residents.
- Initiate a search for a 0.8 FTE Technical Clerk I (B21).

Finance Department

- Hire _____, as a probationary Technical Clerk II (B22) Step , conditioned upon successful completion of background check effective November , 2019.

Public Health & Human Services

- Change the employment status of Susan Tostenson, Case Aide, from probationary to regular effective 11/20/19.
- Hire Karlee Moulton, as a probationary Child Protection Social Worker (C41) Step 2, conditioned upon successful completion of background check, effective December 2, 2019.

<u>Reviewed by:</u>	<input checked="" type="checkbox"/>	County Administrator	<input type="checkbox"/>	County Attorney	<input type="checkbox"/>	Zoning Administrator
	<input checked="" type="checkbox"/>	Finance Director	<input type="checkbox"/>	County Engineer	<input checked="" type="checkbox"/>	Environmental Services
	<input type="checkbox"/>	IS Director	<input type="checkbox"/>	Other (indicate dept)	Assessor PHHS Dir.	
<u>Recommendation:</u>						
<u>Decision:</u>						

MPCA County Feedlot Program Delegation Agreement Work Plan

Delegation Agreement Years:	2020-21
County:	Houston
County Feedlot Officer (CFO):	Amelia Meiners
If CFO is employed solely by SWCD, list designated County employee who will sign permits/Grant Agreement:	
Telephone Number(s):	507/725-5800
E-mail Address(es):	Amelia.meiners@co.houston.mn.us
Amendment Number:	

(Refer to Appendix A when completing this document.)

The revised rules adopted on October 23, 2000 and updated in January 2015, require a Delegated County (County) to prepare a Delegation Agreement that describes the County's plans, strategies and goals for administration and implementation of the Feedlot Program. This Delegation Agreement Work Plan satisfies the Minnesota Rule Chapter 7020 requirement that the Delegation Agreement must be reviewed and approved by the County and the Minnesota Pollution Control Agency (MPCA) annually.

The County will contact the MPCA to discuss potential changes to this Delegation Agreement Work Plan if the County is unable to meet any of the requirements. Agreed upon changes must be documented and incorporated into the Delegation Agreement Work Plan.

Minnesota legislative appropriation language (Minnesota Statutes 116.0711) contains provisions for reducing grants to Counties if they do not meet minimum program requirements (MPRs) as set forth in this document. Counties that fail to meet the minimum seven percent inspection rate MPR and/or ninety percent of non-inspection MPRs are subject to base grant reductions and/or loss of eligibility for a performance credit award.

For any feedlot in which a County employee or a member of the County employee's immediate family has an ownership interest, the County employee will not:

- (a) Be involved in making preliminary or final decisions to issue a permit, authorization, zoning approval, or any other governmental approval for the feedlot; and
- (b) Conduct or review inspections for the feedlot.

This MPCA County Feedlot Program Delegation Agreement Work Plan has been prepared by the County for the period of January 1, 2020 – December 31, 2021. The County agrees with the terms and conditions established in this Delegation Agreement Work Plan and will use feedlot grant funds in conjunction with the required local match dollars and in-kind contributions to carry out the goals, plans and minimum program requirements described herein. The County understands that this Delegation Agreement Work Plan will be reviewed by the MPCA after completion of the first year and, if necessary, be revised.	
Signature of Chair of Board of County Commissioners	Date

A. STRATEGIES

MN Rules 7020.1600, Subp. 3a. states a County must develop annual plans and goals in accordance with registration, inspection, compliance and owner assistance responsibilities as well as permit goals, complaint response and staffing levels.

Registration Strategy

1. Please indicate the method(s) the County will use to provide a feedlot owner with a registration receipt within 30 days of receiving registration information:
 - a. A registration receipt letter or postcard
 - b. An inspection letter that contains confirmation about registration/re-registration
 - c. A permit and/or a permit cover letter that contains confirmation of registration/re-registration

It depends on the situation. Registrations may be updated as a result of an inspection or permit application. In that instance, the registration receipt information will be included in those follow-up documents. The County also plans to send bulk mailings to complete the remainder of registrations and in response to those returned, a registration receipt letter will be provided to the feedlot owner.

2. Please indicate the type of registration form used by the County.
 - a. MPCA standard registration form. (County can use a Notice of Construction and/or permit application to register/re-register a site.) County can delete MPCA logo and instructions on where to send the form. Any additional county-specific data requested can be obtained using an additional registration form page or by modifying the form with MPCA approval.
 - b. *MPCA web-based registration system (when it becomes available).*

Currently, the MPCA standard registration form is used, but Houston County plans to use the web-based registration system once it becomes available.

3. Please describe how the County will address facilities that upon re-registration show an increase in animal units, a change or addition to animal types or a change or addition to manure storage (i.e. liquid storage not previously included).

The course of action required by state or local rules will be implemented in all applicable situations. Changes that do not require specific actions under state and local rules may simply result in updates to records. In instances where the increase exceeds 20% or the change is deemed a significant departure from past practices, additional information will be sought from the producer. Should an increase in animal units exceed a regulatory threshold, producers will be required to acquire necessary permits and become educated on records requirements. Inspections may be completed as a follow-up and will include a review of animal unit history.

NEW!

4. Please describe the strategy and timeline the County shall follow to address facilities that are not registered/re-registered in the current (items a, b, d) and/or prior (item c, d) four-year registration cycle.
 - a. Register/re-register sites throughout the four year registration cycle and submit registration forms to MPCA master file staff within **60 days** of receipt (may exceed 60 days if there is a waiver, in writing, as it pertains to permits in Statute 15.99)
 - b. Register/re-register sites early in the fourth year of the registration cycle and submit registration forms to MPCA master file staff within **60 days** of receipt (may exceed 60 days if there is a waiver, in writing, as it pertains to permits in Statute 15.99)
 - c. Sites required to be registered that do not have a current registration (registered prior to January 1, 2014) will be inspected or contacted to verify animal numbers so registration can be updated and submitted to MPCA

master file staff within **60 days** of receipt (may exceed 60 days if there is a waiver, in writing, as it pertains to permits in Statute 15.99)

d. Other (describe below)

Method a, b, and c. Currently, registrations are sent every fourth year. As registrations are returned to the County they will be date stamped, checked for accuracy, and sent to master file staff within 60 days. Houston County plans to develop a method to register a portion of the sites annually in a three-year rotation with the fourth year used to clean up any missing ones. Some registration updates will be completed after inspections, if animal unit numbers are very different, or permit applications are received. Those will be provided to master file staff within 60 days as well. As new sites are discovered that are required to be registered, they will be submitted to master file staff within 60 days.

Inspection Strategy

For assistance with completing this part of the Delegation Agreement Work Plan please see Appendix A. A County must have an inspection strategy for the purpose of identifying pollution hazards and determining compliance with discharge standards, rules and permit conditions.

NEW! Required Inspection Strategies

Strategy	2020	2021
Conduct inspections at existing sites that have submitted permit applications proposing construction or expansion	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

NEW! The County's inspection strategy shall include goals for conducting a **majority** of inspections at high risk/high priority sites. The strategy may also include goals for low risk/low priority sites. The County may choose from the provided examples and/or write an alternative strategy in the space provided below.

HIGH RISK/HIGH PRIORITY SITES

- a) *Sites within shoreland, a Drinking Water Supply Management Area (DWSMA), Watershed Restoration and Protection Strategy (WRAPS), a TMDL and/or BWSR One Watershed One Plan (1W1P). (See Appendix A for 1W1P link.)*
- b) *Sites that have open lot area(s) without runoff controls.*
- c) *Sites that have never been inspected that fall into item a) and b).*
- d) *Sites that, according to previous inspections, have not been maintaining adequate land application records and/or manure management plans.*
- e) *Sites constructing Manure Storage Areas (MSA) and open lot runoff controls.*
- f) *Conduct phosphorus inspections within a formally designated area such as a TMDL, WRAPs or BWSR 1W1P. (See Appendix A for BWSR 1W1P link.)*
- g) *Conduct in-field land application inspections within a formally designated area such as a TMDL, WRAPs or BWSR 1W1P. (See Appendix A for BWSR 1W1P link.)*
- h) *Alternative Strategy*

LOW RISK/LOW PRIORITY SITES

- a) *Sites within a specified size category (i.e. 300 – 499 AU). Please specify.*
- b) *Sites within a watershed, township or other formally designated area.*
- c) *Conduct phosphorus inspections within a specific watershed, township or other formally designated area.*
- d) *Conduct in-field land application inspections within a specific watershed, township or other formally designated area.*
- e) *Conduct phosphorus inspections as part of a compliance inspection.*
- f) *Conduct in-field land application inspections as part of a compliance inspection or at non-NPDES sites >300 AU.*
- g) *Conduct inspections at all sites in the County on a five year or less rotating basis.*

h) Conduct inspections at sites required to be registered that have never been inspected

i) Alternative Strategy

Inspection Strategies

Inspection Strategy	Inspection Goal 2020*	Inspection Goal 2021*
Conduct inspections at existing sites that have submitted permit applications proposing construction or expansion	2	2
Sites with an Interim or Construction Short Form (CSF) permit w/ > 300AU and sites that received feedlot cost-share	5	5
Sites required to be registered that have never been inspected, including those with open lot area(s) without runoff controls and in 1W1P	6	6
Sites within Root River One Watershed One Plan (1W1P) and other priority watersheds (TMDL & WRAPS) – Watersheds TBD	10	10
Conduct inspections on sites constructing manure storage areas and open lot runoff controls	1	1
Sites that have not been maintaining adequate land application records	1	1
Total	25	25

*Enter the number of inspections the County predicts will be completed for each category.

Note: Numbers entered for in-field land application goals must be quantified by feedlot sites and not individual farm fields.

NEW! At least seventy five percent (75%) of inspection data shall be entered into Tempo within 90 days of the inspection. The remaining twenty five percent (25%) (or less) of inspection data shall be entered within 120 days of the inspection. Minimally funded counties may enter data less frequently.

☒ Yes I agree ☐ No I do not agree (discuss with MPCA staff)

Please describe the type of documentation the County will use to document inspections by inspection type.

NEW! See Appendix A for newly required documentation.

Compliance Inspection: Inspection checklist, post inspection letter, aerial photos, maps, camera photos, N & P worksheets, sample of MMP/records if over 300 animal units, notes (on non-compliance) Construction Inspection: Inspection checklist if applicable, post inspection letter if applicable, aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, as-built documentation Complaint Inspection: Inspection checklist if applicable, post inspection letter, aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land

ownership records, nitrogen and phosphorus record review worksheets, manure and/or soil test results

Phosphorus/Desktop Nitrogen & Phosphorus Record Inspection: N/A

In-Field Land Application Inspection: Inspection checklist, post inspection letter, aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land ownership records, nitrogen and phosphorus review worksheets, manure and/or soil test results

Stockpile Inspection: N/A

Compliance Strategy

1. Please state the various method(s) and practice(s) the County will use in response to **compliance inspections** that result in non-compliance:

- a. Include corrective actions with completion deadlines in the inspection results notification letter.
- b. Issue a Letter of Warning (LOW) or a Notice of Violation (NOV) that will include corrective actions and deadlines.
- c. Issue an interim permit that includes timelines for corrective actions.
- d. Other (describe below)

Method a, b, c, d as appropriate.

2. Please indicate the various method(s) and practice(s) the County will use in response to **land application inspections** that result in non-compliance:

- a. Address non-compliance at the same time the facility non-compliance is addressed. See above.
- b. Include corrective actions with completion deadlines in the inspection results notification letter.
- c. Issue an LOW or NOV that will include corrective actions and deadlines.
- d. Other (describe below)

Houston County does not plan to conduct land application inspections in 2020 unless a complaint is received, in which case, the above strategies will be utilized as necessary.

NEW!

3. Notification of inspection results, including corrective action(s) and completion deadlines, shall be sent to feedlot owners. For compliance inspections and/or desktop N & P record reviews the notification of results will be sent to feedlot owners within 30 days of a compliance determination. County intends to follow-up with feedlot owners to evaluate progress.

☒ Yes I agree ☐ No I do not agree (discuss with MPCA staff)

NEW!

4. Explain how the County will escalate enforcement action when progress is not being made on corrective actions.

- A. Upon completion of a site inspection, a written notification of inspection results will follow within 30 days informing producers of areas of non-compliance and/or concern.
- B. Follow-up contact and compliance resolution may vary depending on the nature of the noncompliance. An open channel of communication will be maintained, and the frequency of communications will be adjusted as necessary to accommodate the schedule for corrective actions. The sequence for addressing noncompliance will be as follows:
 - a. Informing the feedlot owner of technical and financial assistance programs that may be available.
 - b. Monitoring to verify that agreed upon corrective actions are proceeding according to schedule. Checking with partner organizations to see if the feedlot owner has contacted them about technical or financial assistance.

- c. Notifying the owner when a compliance remedy has not been proposed or is unsatisfactory.
- d. Giving written notice when a feedlot owner has not responded adequately to prior communications within an acceptable period of time. This may be done with a Letter of Warning or Notice of Violation stating that the County or MPCA may initiate enforcement actions.
- e. Involving an MPCA representative when a feedlot owner fails or refuses to initiate required corrective actions.
- f. Requiring a producer to submit an application for an Interim Permit.
- g. Involving an MPCA representative when a feedlot owner fails or refuses to apply for an Interim Permit or fails to comply with the terms of the Interim Permit.
- h. Involving the Houston County Attorney to address feedlot related violations of the Houston County Zoning Ordinance.

Owner Assistance Strategy

1. Please describe the type and number of activities you plan to conduct and how you will track the number of producers reached. (Example: group education events; newsletters; newspaper articles; producer surveys; distribution of manure sample containers; help with MMP writing.)

Type: Most frequently, assistance will be provided to individual feedlot owners on a one-on-one setting, as needed. Producers may be referred to SWCD for technical assistance. Houston County hopes to partner with neighboring counties to provide producer trainings.

Number: Previous trainings have been poorly attended. It is expected that 5-25 producers might attend future activities, depending on the topic. Records requirements is probably the most important topic for us to educate on right now.

How tracked: An office/phone log will be kept that documents all interactions. Interactions exceeding 10 minutes will be logged into a budget tracking document in intervals of 15 minutes.

B. DELEGATED COUNTY MPRs

MN Stat. 116.0711 Subd. 2. (c) states that 25% of the total appropriation must be awarded according to the terms and conditions of the following MPRs.

Inspection MPRs

A County must inspect seven percent (7%) or more of their State required registered feedlots annually, as determined by the table in Appendix B, to be eligible for the Inspection MPR award. A compliance inspection, a construction inspection, a desk-top nitrogen and phosphorus record inspection or an in-field land application inspection may only count once towards the minimum seven percent inspection rate. A second inspection done at the same site in the same year would be counted towards performance credits. At least half of the seven percent (7%) inspections should be compliance inspections. The remaining half can be a combination of construction inspections, desk-top nitrogen and phosphorus record inspections or in-field land application inspections.

Inspection MPRs	Jan. 1 – Dec. 31, 2020	Jan. 1 –Dec 31 2021
1. Agency-approved number of feedlots required to be registered by the State. <i>(Enter the number of feedlots for your County found in Appendix B.)</i>	354	354
2. County–Agency agreed upon inspection rate. <i>(Enter “7%” for 2020 and 2021 unless a different inspection rate percentage was negotiated.)</i>	7%	7%

3. NEW! County–Agency agreed upon inspection number for the identified time period. (Calculate 7% of the number from item 1 and if not a whole number, round up to the nearest 0.5 and enter it here. Example: 12.0 =12.0, 12.1 thru 12.5 = 12.5, 12.6 thru 12.9 = 13.0)	25	25
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Non-Inspection MPRs

Registration MPRs	YES	NO
<p>1. The County will register and maintain registration data in the Tempo database (MN R. Ch. 7020.0350 Subp. 1 and 7020.1600, Subp. 2. C).</p> <p><i>A County program review should indicate that the County uses the MPCA feedlot registration form and the County updates Tempo by sending the registration information from registration forms, Notice of Construction forms and permit applications to MPCA master file staff within 60 days (NEW!) of receiving registration information. Tempo fields that must be updated include shoreland status and DWSMA as agreed by FMT-MACFO, 2013.</i></p> <p><i>Instructions for entering registration information into Tempo are available in Tempo HELP/Feedlot folder/CFO Feedlot folder/Instructional Exercises folder/"How to register feedlots and enter data in tempo.docx".</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>2. The County issues a registration receipt to the feedlot owner within 30 days of receipt of registration information (7020.0350, Subp. 5).</p> <p><i>A file review should indicate the County has fulfilled the registration receipt requirement as stated in their Delegation Agreement Work Plan Registration Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>NEW! The County acknowledges the following:</p> <p>a. The MPCA will run a report on or about January 30, 2022 to determine the number of feedlots the County will receive funding for during 2023 and 2024.</p> <p>b. In order for feedlot sites to count for funding purposes for 2023 and 2024 they must:</p> <ul style="list-style-type: none"> • Have a locked registration in Tempo, • Have a registration Effective Start Date of January 1, 2018 or later, and • Be required to register: 10 or more AU in shoreland areas or 50 or more AU outside shoreland areas. <p>c. Feedlot sites will not count for funding purposes for 2023 and 2024 if they:</p> <ul style="list-style-type: none"> • Do not have a locked registration in Tempo even if they are required to be registered, • Do not have a current registration Effective Start Date (i.e. It is dated January 1, 2018 or earlier), or • Have less than 10 AU in shoreland areas or less than 50 AU in areas outside of shoreland even if the previous registration contained animal numbers that required registration and/or the date they last had animals was within five (5) years prior to January 1, 2022. 	<input checked="" type="checkbox"/>	

Inspection MPRs	YES	NO
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<p>3. The County maintains a record of all compliance inspection results, including land application inspections, conducted at feedlots required to be registered. At a minimum, counties must maintain on file (electronic or paper) inspection documentation as outlined in Appendix A (UPDATED!) (7020.1600, Subp. 2. H.).</p> <p><i>A file review should indicate that the County uses and maintains on file inspection documentation as stated in their Delegation Agreement Work Plan Inspection Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>4. NEW! The County enters data from all feedlot inspections at feedlots required to be registered into Tempo by no later than February 1 of the year following the end of the program year (7020.1600, Subp. 2. H.) and at least seventy five percent (75%) of inspection data shall be entered into Tempo within 90 days of the inspection. The remaining twenty five percent (25%) (or less) of inspection data shall be entered within 120 days of the inspection. Minimally funded counties may enter data less frequently.</p> <p><i>A Tempo database query should indicate that inspection checklist data was entered into Tempo within required parameters.</i></p> <p><i>Instructions for entering an inspection into Tempo are available in Tempo HELP/Feedlot folder/CFO Feedlot folder/Instructional Exercises folder/"Exercise 7. Inspection county.docx" and Tempo HELP/Feedlot folder/CFO Feedlot folder/"Tempo-over all compliance guidance-CFO.docx".)</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>NEW! The County acknowledges the following:</p> <p>a. For inspections to count toward the required seven percent (7%) inspection rate they must:</p> <ul style="list-style-type: none"> • Be at sites that are required to register, • Have a locked inspection in Tempo, and • Occurred during the CFO Annual Report reporting year. <p>* If at the time of inspection a site has a current (January 1, 2014 or later) locked registration with animal numbers that require registration (10 or more AU in shoreland or 50 or more AU outside of shoreland) and as a result of the inspection the registration information is updated to animal numbers that no longer require registration, the inspection shall count toward the seven percent (7%) inspection rate.</p> <p>b. Inspections at feedlot sites will not count toward the required seven percent (7%) inspection rate if:</p> <ul style="list-style-type: none"> • Inspection information is not entered into Tempo, or • Inspections entered into Tempo are not locked. 	<input checked="" type="checkbox"/>	
<p>5. The County's Inspection Strategy has been approved by the agency (7020.1600, Subp. 3a.B.(1-2)).</p> <p><i>The County's CFO Annual Report should indicate the County initiated inspection plans and goals as stated in their Delegation Agreement Work Plan Inspection Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Compliance MPRs	YES	NO
<p>6. NEW! The County will notify the producer, in writing or via e-mail, of the results of any inspection. The notification must include a completed copy of the Minnesota Feedlot Inspection Checklist (7020.1600, Subp. 3a.B. (5)(a)). For compliance and desktop N & P inspections the</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<p>written or e-mailed inspection notification shall be within 30 days of a compliance determination.</p> <p><i>A file review should indicate the County has notified the producer(s) of compliance inspection results. Notification must be in writing or via e-mail.</i></p>		
<p>7. The County will bring feedlot operations into compliance through the implementation of scheduled compliance goals as stated in the County's Delegation Agreement Work Plan Compliance Strategy (7020.1600, Subp. 3a.B.(5)).</p> <p><i>A file review should indicate that the County brought non-compliant feedlots into compliance as stated in their Delegation Agreement Work Plan Compliance Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>8. The County maintains documentation and correspondence for any return to compliance from a documented non-compliance status (7020.1600, Subp. 2.H.).</p> <p><i>When a County records a corrective action in Tempo the file should contain documentation verifying the corrective action. Tempo should indicate that the audit data screen is correctly filled out for partial or complete upgrades and/or the Violations screen in Tempo has been updated to reflect the return to compliance.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Permitting MPRs	YES	NO
<p>9. The County will issue permits within the 60/120 day time period according to Minn. Stat. 15.99 (7020.0505, Subp. 5.C.).</p> <p><i>A file review should indicate that the County date stamps all application components and, if applicable, uses letters to notify producers of incomplete applications. An application component received by the County electronically (via e-mail) does not need a date stamp provided the dated e-mail is saved with the document.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>10. The County will make sure all permit applications are complete (7020.1600, Subp. 2.C.).</p> <p><i>A file review should indicate that the County uses an agency-approved application checklist and that application information is complete and accurate as verified through the use of the application checklist.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>11. The County will ensure producer compliance with required notifications (7020.2000, Subp. 4 and Subp. 5).</p> <p><i>Public notifications for new or existing feedlots with a capacity of ≥ 500 AU proposing to construct or expand must include the following information:</i></p> <ul style="list-style-type: none"> <i>a. Owner(s) name(s) or legal name of the facility;</i> <i>b. Location of facility - county, township, section, quarter section;</i> <i>c. Species of livestock and total animal units;</i> <i>d. Types of confinement buildings, lots, and areas at the animal feedlot; and</i> <i>e. Types of manure storage areas.</i> <p><i>Public notification is completed by equal or greater notification of one of the following:</i></p> <ul style="list-style-type: none"> <i>a. Newspaper (affidavit in file);</i> <i>b. Delivery by mail or in person; or</i> <i>c. As part of a county/township permitting process (Conditional Use Permit);</i> <i>d. A copy of the newspaper including date of publication;</i> <i>e. A printed copy of the notification from the newspaper website including date of publication.</i> 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>12. The County will issue the appropriate permit after completion of required notifications (7020.2000, Subp. 4, 5).</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<i>A file review should indicate that permits have been issued more than twenty (20) business days after public notifications.</i>		
<p>13. The County will ensure that MMP (manure management plan) conditions have been met according to 7020.2225, Subp. 4.D. prior to permit issuance (7001.0140).</p> <p><i>A file should contain a MMP and a completed MMP checklist for any interim permit issued for a site >100 AU; a MMP and a completed MMP for any CSF permit issued for a feedlot where manure is non-transferred over 300 AU; and a completed copy of the document "MMP When Ownership of Manure is Transferred" for a feedlot ≥300 AU where manure is transferred. A file review will confirm that a copy of the MMP checklist is in the permit file and verify that the MMP is complete, accurate and meets feedlot rule requirements as verified through the use of the MMP checklist.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>14. The County will ensure that a producer who submits a permit application that includes a liquid manure storage area (LMSA) meets the requirements in 7020.2100.</p> <p><i>A file review should indicate that the County uses an agency-approved LMSA checklist and that LMSA plans and specifications are complete, accurate and meet feedlot rule requirements as verified through the use of the LMSA checklist.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>15. The County will ensure that any pollution problem existing at a producer's site will be resolved before the permit is issued or will be addressed by the permit (7020.0535 Subp.7. and 7001.0140).</p> <p><i>A file review should indicate the County issues interim permits in appropriate situations and conducts an inspection at existing sites prior to permit issuance.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Complaint Response MPR	YES	NO
<p>16. The County maintains a record of all complaint correspondence. (7020.1600, Subp. 2.H. and Subp. 2.J.(6))</p> <p><i>The County maintains a complaint log and promptly reports to the MPCA any complaints that represent a possible health threat, a significant environmental impact or indicate a flagrant violation.</i></p> <p><i>The complaint log should include:</i></p> <ul style="list-style-type: none"> <i>a. Type of complaint;</i> <i>b. Location of complaint;</i> <i>c. Date and time complaint was made;</i> <i>d. Facts and circumstances related to the complaint; and</i> <i>e. A statement describing the resolution of the complaint.</i> 	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner Assistance MPR	YES	NO
<p>17. The County's Owner Assistance Strategy has been approved by the agency. (7020.1600, Subp. 2.J.(5) and Subp. 3a.B.(7))</p> <p><i>A review should indicate the County initiated their plan as stated in their Delegation Agreement Work Plan Owner Assistance Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Staffing Level and Training MPR	YES	NO
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<p>18. The CFO (and other feedlot staff) attend training necessary to perform the duties of the feedlot program and is consistent with the agency training recommendations. (7020.1600, Subp. 2.K.)</p> <p><i>The County should complete a minimum of 18 continuing education units (CEUs). Each unit consists of one hour of training related to MN Rules Ch. 7020 competency areas: regulating new construction, conducting inspections and evaluating compliance, handling complaints and reported spills, responding to air quality complaints, resolving identified pollution problems, communicating with farmers and the agricultural community.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Air Quality MPR	YES	NO
<p>19. The County maintains a record of all notifications received from feedlot owners claiming air quality exemptions including the days exempted and the cumulative days used. (7020.1600, Subp. 2.I.)</p> <p><i>The County should maintain a pumping notification log. The log should include:</i></p> <ul style="list-style-type: none"> <i>a. Names of the owners/legal facility name;</i> <i>b. Location of the facility (county, township, section, quarter);</i> <i>c. Facility permit number; and</i> <i>d. Start date and number of days to removal.</i> 	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Web Reporting Requirement	YES	NO
<p>20. The County maintains an active website listing detailed information on the expenditure of County program grant funds and measureable outcomes as a result of the expenditure of funds. (86th Legislature, 2009 MN Session Laws, Chapter 37 – H. F No. 2123, Article 1, Section 3, Subdivision 1)</p> <p><i>As of July 1 of the current program year the CFO Annual Report and MPCA Financial Report from the previous program year should be posted on the County's website.</i></p> <p><i>https://www.revisor.mn.gov/laws/?year=2009&type=0&doctype=Chapter&id=37</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2020 County Feedlot Program Delegation Agreement Work Plan Review

- A. County Resource Request** (Request any resources the MPCA can provide to help administer the County feedlot program in your County.)

We will be cross training a newer member of our staff on feedlots in 2020. Most training can be completed in house, but some assistance may be needed by MPCA.

MPCA Response to County Resource Request

- B. Documentation of Delegation Agreement Work Plan Revisions and/or Alternate Methods for Meeting MPRs** (Any Delegations Agreement Work Plan revisions, including alternate methods for meeting MPRs agreed to by MPCA and the County, must be documented here.)

- C. Delegation Agreement Approval**

The 2020 Delegation Agreement Work Plan has been reviewed and satisfactorily addresses Delegation Agreement Work Plan requirements.

☐ Yes ☐ No

The comments as recorded above, together with the signatures of represented parties, constitute that review of the Delegation Agreement Work Plan has been conducted and agreement of County duties and strategies by the MPCA and the County for the January 1 – December 31, 2020 period has been achieved.		
	Amelia Meiners	
	County Feedlot Officer	
	Signature of County Feedlot Officer	Date
	MPCA County Feedlot Program Development Lead	
	Signature of MPCA County Feedlot Program Development Lead	Date

Amendment: _____

2021 County Feedlot Program Delegation Agreement Work Plan Review

- A. **County Resource Request** (Request any resources the MPCA can provide to help administer the County feedlot program in your county.)

MPCA Response to County Resource Request

- B. **Documentation of Delegation Agreement Work Plan Revisions and/or Alternate Methods for Meeting MPRs**
(Any Delegation Agreement Work Plan revisions, including alternate methods for meeting MPRs agreed to by MPCA and the County, must be documented here.)
-

- C. **Delegation Agreement Approval**

The 2021 Delegation Agreement Work Plan has been reviewed and satisfactorily addresses Delegation Agreement Work Plan requirements.

☐ Yes ☐ No

The comments as recorded above together with the signatures of represented parties constitute that review of the Delegation Agreement Work Plan has been conducted and that agreement of County duties and strategies by the MPCA and the County for the January 1 – December 31, 2021 period has been achieved.		
	County Feedlot Officer	
	Signature of County Feedlot Officer	Date
	MPCA County Feedlot Program Development Lead	
	Signature of MPCA County Feedlot Program Development Lead	Date

Amendment: _____

Appendix A

2020–21 Delegation Agreement Work Plan Guidance

This Delegation Agreement Work Plan applies to feedlots that are required to be registered under MN R. Ch 7020.

If a Delegated County (County) will not be able to meet their registration, inspection, compliance and/or owner assistance strategies during the year the County needs to communicate this with the MPCA in a timely manner and work with MPCA to determine an acceptable alternative. If a County is unable to achieve the strategies of the Delegation Agreement Work Plan they risk losing funding. A County that does not meet the minimum seven percent inspection rate may be at risk for losing funding.

TYPES OF INSPECTIONS

Please refer to the Minnesota Feedlot Inspection Checklist (Checklist) to learn more about a feedlot inspection.

Compliance Inspection is an onsite, full facility inspection during which all parts of the feedlot are inspected. When inspecting a site registered for ≥ 100 AU the nitrogen section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo select *FE Compliance Inspection* as the Compliance Evaluation Type and load applicable checklist.

Construction Inspection is an onsite inspection completed at a feedlot site that is constructing. A construction inspection typically involves just inspecting the construction activity that is taking place and does not require inspection of other parts of the feedlot. When entering an inspection of this type into Tempo select *FE Construction Inspection* as the Compliance Evaluation Type and load applicable checklist.

Complaint Inspection is an inspection conducted in response to a complaint. A complaint inspection typically involves just inspecting the portion of the feedlot, land application site, manure stockpile or other areas relating to the complaint and does not require inspection of any other area not directly related to the complaint. When entering an inspection of this type into Tempo select *FE Complaint Inspection* as the Compliance Evaluation Type.

Stockpile Inspection is an onsite inspection conducted to inspect one or more stockpiles. A stockpile inspection typically involves just inspecting the portion of the feedlot relating to the stockpile(s) and does not require inspection of other parts of the feedlot. The stockpile section(s) of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo select *FE Stockpile Inspection* as the Compliance Evaluation Type and load the applicable checklist portions.

Land Application Inspections

- **Phosphorus Inspection** is an inspection of the phosphorus portion of land application records that is conducted in conjunction with a compliance inspection of a site registered for ≥ 300 AU. The phosphorus section of the Checklist must be filled out for the inspection to be complete. **NOTE:** The number of years of records reviewed needs to meet the minimum of the crop rotation (i.e. C*/SB = two years, C/C/SB = three years, O/H/H/H/C/C/C = 7 years.) When entering an inspection of this type in Tempo both *FE Compliance Inspection* and *FE Phosphorus* are selected as Compliance Evaluation Types and load the applicable checklist. (*C = Corn, SB = Soybean, O = Oats, H = Hay)
- **Desktop Nitrogen & Phosphorus Record Review** is an inspection of both nitrogen and phosphorus land application records of a site registered for ≥ 300 AU. This is an independent inspection conducted without inspecting other parts of the feedlot. The nitrogen and phosphorus sections of the Checklist must be filled out for the inspection to be complete. This inspection typically would be conducted in the office after requesting

and receiving application records but it could also be conducted onsite. When entering an inspection of this type into Tempo select *FE Desk-top Nitrogen & Phosphorus Record Inspection* as the Compliance Evaluation Type and load the applicable checklist. **NOTE:** Desk-top Phosphorus records reviews must be completed in the same manner as described in the Phosphorus inspection above.

- **In-field Land Application Inspection** is an onsite/in-field inspection that focuses on land application practices including but not limited to discharges and setback requirements. The inspection should include a review of the MMP as applicable. The in-field land application inspection section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo select *FE In-field Land Application Inspection* as the Compliance Evaluation Type and load the applicable checklist.

A Special Note about Inspections at Facilities Designated as a Large CAFO or Operating Under an NPDES or SDS Permit

County inspections conducted at NPDES/SDS/CAFO sites DO NOT count towards the minimum seven percent (7%) inspection rate. If the inspection was requested of the County by MPCA feedlot program staff the County can add that inspection to the CFO Annual Report to obtain performance credits.

INSPECTION DOCUMENTATION

Required

Each compliance inspection must be documented. A Checklist must be used for all compliance inspections as applicable (MPR #3). The results of compliance and land application inspections are to be documented and communicated in writing or via e-mail to the feedlot owner. For compliance inspections and desktop N & P record reviews results are to be communicated to the feedlot owner within 30 days of a compliance determination (MPR #6). It is not necessary to document and communicate results to the feedlot owner for a construction or complaint inspection unless compliance issues are discovered as a result of the inspection. Both the Checklist and the written communication of inspection results to the feedlot owner need to be either in the County's file or uploaded into Tempo.

NEW!

For **compliance** inspections at feedlot sites with ≥ 300 AU where **manure application records are kept**, documentation in the file must include:

- The Checklist,
- Written communication of the inspection results,
- A copy or photo of a representative sample of manure application records that were evaluated. Examples include: manure and soil sample results, field maps with application rates, MPCA Manure Planner. (This is not tied to an MPR.),
- The County's evaluation of nitrogen rates (i.e. nitrogen rate worksheet). Include documentation used to make a nitrogen determination. (This is not tied to an MPR.), and
- The County's evaluation of phosphorus rates (i.e. phosphorus rate worksheet), if an optional phosphorus inspection is conducted in conjunction with a compliance inspection. (This is not tied to an MPR.)

The County can also include additional items (photos, site map, etc.) as part of the inspection file if they determine it is applicable or necessary to document the inspection.

NEW!

For **Compliance** inspections at feedlot sites with 100 -299 AU where **manure application records are required to be kept**, documentation in the file must include:

- The Checklist,
- Written communication of the inspection results,
- The County's evaluation of nitrogen rates (i.e. nitrogen rate worksheet). Include documentation used to make a nitrogen determination. (This is not tied to an MPR.), and

- The County's evaluation of phosphorus rates (i.e. phosphorus rate worksheet), if an optional phosphorus inspection is conducted in conjunction with a compliance inspection. (This is not tied to an MPR.)

The County can also include additional items (photos, site map, etc.) as part of the inspection file if they determine it is applicable or necessary to document the inspection.

NEW!

For **Desk-Top N & P** inspections documentation in the file must include:

- The Checklist,
- Written communication of the inspection results,
- A copy or photo of a representative sample of manure application records that were evaluated (This is not tied to an MPR).
- The County's evaluation of the nitrogen rates (i.e. nitrogen rate worksheet). (This is not tied to an MPR).
- The County's evaluation of phosphorus rates (i.e. phosphorus rate worksheet). (This is not tied to an MPR).

The County can also include additional items as part of the inspection file if they determine it is applicable or necessary to document the inspection.

For Compliance inspections at feedlot sites where manure application records are **not** required to be kept (sites with less than 100 AU) and other types of inspections, documentation in the file must include the Checklist, written communication of inspection results to the feedlot owner (within 30 days of a compliance determination for compliance and desktop N&P inspections) and at least one of the following suggested pieces of documentation.

Suggested

The following are suggestions for documenting an inspection. This documentation should be either in the County's file or uploaded into Tempo.

- **Compliance Inspection** – aerial photos, maps, camera photos, notes (on non-compliance),
- **Construction Inspection** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, as-built documentation
- **Complaint Inspection** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land ownership records, nitrogen and phosphorus record review worksheets, manure and/or soil test results
- **Stockpile Inspection** - aerial photos, maps, camera photos, notes, locations of nearby sensitive features requiring setbacks, soil information (slope/depth to seasonal water table/texture).
- **Land Application Inspections** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land ownership records, nitrogen and phosphorus record review worksheets, manure and/or soil test results

For all inspection types except Construction and Complaint:

- Checklist must be used.
- Results must be entered in Tempo.
- A follow-up letter needs to be sent to the feedlot owner. The letter should include Checklist section(s) where non-compliance was identified (or a copy of the entire Checklist) and corrective actions/time frames for addressing non-compliance if applicable. For Compliance and Desk-Top N & P inspections the follow-up letter is to be sent to the producer within 30 days of compliance determination.
- Inspection documentation needs to be in County files or uploaded into Tempo.

For Construction and Complaint inspections:

- Inspection checklist can be used.
- Results must be entered in Tempo.
- Inspection documentation should be in County files or uploaded into Tempo.

HOW INSPECTIONS COUNT TOWARDS THE MINIMUM SEVEN PERCENT (7%) INSPECTION RATE

Compliance and construction Inspections count toward the minimum 7% inspection rate, each as one (1) inspection.

Desktop Nitrogen & Phosphorus Record Review (conducted independent of a compliance inspection) at a feedlot site >300 AU counts as one (1) inspection. Credit will be given only if there are records available and if those records are sufficient to meet the nitrogen record requirement first and then the phosphorus record requirement second. Therefore, looking at both nitrogen and phosphorus records during a desk-top nitrogen and phosphorus inspection counts as one (1) inspection.

In-field Land Application Inspection at a feedlot site that is required to be registered or at a feedlot site that receives manure from a site required to be registered counts as one half (0.5) an inspection. In order for the in-field land application inspection to count towards the minimum 7% inspection rate, the feedlot that is the source of the manure should not be considered a large CAFO or operating under an NPDES or SDS permit.

It is important to note that only one inspection can be counted toward the minimum 7% inspection rate for any given feedlot site during the program year. For example, if a County completes a compliance inspection and an in-field land application inspection at the same feedlot site during the same program year, the in-field land application inspection cannot be counted towards the minimum 7% inspection rate. However, any additional inspections completed for the same feedlot site during the same program year may count towards performance credits.

INSPECTION STRATEGY

As part of developing a realistic inspection strategy the County needs to consider all of their strategies (compliance and land application) and the time commitment required. The County should not design their inspection goals to simply meet the minimum 7% inspection rate. Rather, the County is urged to set inspection goals according to their inspection needs such as feedlots that have never been inspected. The County needs to be realistic with their inspection strategy because they will be required to initiate and work towards these strategy goals (MPR #5).

Recommended Approach for Developing an Inspection Strategy

Step 1. The first step is to calculate the number of feedlots the County intends to inspect annually. The County needs to set a goal of inspecting at least 7% of the total number of feedlots required to be registered in the County. Given this formula, a County with 300 feedlots would need to conduct 21 compliance inspections or a combination of 21 compliance/construction/desk-top nitrogen and phosphorus record/in-field land application inspections annually. One in-field land application inspection counts as one half (0.5) inspection towards the minimum 7% inspection rate.

Step 2. The second step is to decide how many inspections the County can conduct in each of the high risk/low risk categories over the next two years. Counties are encouraged to inspect sites in the BWSR One Watershed One Plan (see link below). Remember that inspections require follow-up and possible enforcement for non-compliant sites. Follow-up calls, letters, assistance and enforcement do not count towards the minimum 7% inspection rate.

BWSR ONE WATERSHED ONE PLAN (1W1P)

1W1P website link: <http://bwsr.state.mn.us/planning/1W1P/index.html>

Appendix B

2020 County Program Base Grant Award Feedlot Number

	No. feedlots	60%	Co. Match	25%	TOTAL
Big Stone	51	\$7,500	\$7,500		\$7,500
Blue Earth	353	\$27,152	\$27,152	\$11,921	\$39,073
Brown	372	\$28,614	\$28,614	\$12,562	\$41,176
Carver	190	\$14,615	\$14,615	\$6,416	\$21,031
Clay	89	\$6,846	\$6,846	\$3,006	\$9,851
Cottonwood	233	\$17,922	\$17,922	\$7,868	\$25,790
Douglas	322	\$24,768	\$24,768	\$10,874	\$35,642
Faribault	293	\$22,537	\$22,537	\$9,895	\$32,432
Fillmore	597	\$45,921	\$45,921	\$20,161	\$66,081
Freeborn	245	\$18,845	\$18,845	\$8,274	\$27,119
Goodhue	496	\$38,152	\$38,152	\$16,750	\$54,902
Houston	354	\$27,229	\$27,229	\$11,955	\$39,184
Jackson	317	\$24,383	\$24,383	\$10,705	\$35,088
Kandiyohi	389	\$29,921	\$29,921	\$13,137	\$43,058
Kittson	18	\$7,500	\$7,500		\$7,500
Lac Qui Parle	185	\$14,230	\$14,230	\$6,247	\$20,477
Lake of the Woods	25	\$7,500	\$7,500		\$7,500
Le Sueur	158	\$12,153	\$12,153	\$5,336	\$17,489
Lincoln	402	\$30,921	\$30,921	\$13,576	\$44,497
Lyon	272	\$20,922	\$20,922	\$9,185	\$30,107
Marshall	38	\$7,500	\$7,500		\$7,500
Martin	520	\$39,998	\$39,998	\$17,560	\$57,558
McLeod	300	\$23,076	\$23,076	\$10,131	\$33,207
Meeker	287	\$22,076	\$22,076	\$9,692	\$31,768
Morrison	612	\$47,074	\$47,074	\$20,667	\$67,742
Mower	342	\$26,306	\$26,306	\$11,549	\$37,856
Murray	435	\$33,460	\$33,460	\$14,690	\$48,150
Nicollet	302	\$23,229	\$23,229	\$10,199	\$33,428
Nobles	463	\$35,613	\$35,613	\$15,636	\$51,249
Norman	49	\$7,500	\$7,500		\$7,500
Pennington	44	\$7,500	\$7,500		\$7,500
Pipestone	447	\$34,383	\$34,383	\$15,095	\$49,478
Polk	76	\$5,846	\$5,846	\$2,567	\$8,412
Pope	138	\$10,615	\$10,615	\$4,660	\$15,275
Red Lake	46	\$7,500	\$7,500		\$7,500
Renville	278	\$21,383	\$21,383	\$9,388	\$30,771
Rice	244	\$18,768	\$18,768	\$8,240	\$27,008
Rock	509	\$39,152	\$39,152	\$17,189	\$56,341
Stearns	1,447	#####	\$111,302	\$48,865	\$160,167
Steele	239	\$18,384	\$18,384	\$8,071	\$26,455
Stevens	125	\$9,615	\$9,615	\$4,221	\$13,836
Swift	155	\$11,922	\$11,922	\$5,234	\$17,157
Todd	797	\$61,304	\$61,304	\$26,915	\$88,219
Traverse	39	\$7,500	\$7,500		\$7,500
Wadena	81	\$6,230	\$6,230	\$2,735	\$8,966
Waseca	232	\$17,845	\$17,845	\$7,835	\$25,680
Watsonwan	186	\$14,307	\$14,307	\$6,281	\$20,588
Winona	522	\$40,152	\$40,152	\$17,628	\$57,780
Wright	248	\$19,076	\$19,076	\$8,375	\$27,451
Yellow Medicine	249	\$19,153	\$19,153	\$8,409	\$27,562

Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: November 1, 2019 for **November 12, 2019 Board Meeting**

Person requesting appointment with County Board: Amelia Meiners

Issue:

Seeking approval on the feedlot program 2020-2021 Delegation Agreement/Work Plan with the MPCA.

Attachments/Documentation for the Board's Review:

Houston County Delegation Agreement 2020-2021

Justification:

This has been approved by the MPCA and now requires final approval by the Board.

Action Requested:

Seeking Board approval. Will require a signature if approved.

For County Use Only			
<u>Reviewed by:</u>	_____	County Auditor	_____
	_____	County Attorney	_____
	_____	Zoning Administrator	_____
<u>Reviewed by:</u>	_____	Finance Director	_____
	_____	County Engineer	_____
	_____	Environmental Services	_____
<u>Reviewed by:</u>	_____	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 rerequests and determine if the request will be heard at a County Board meeting.

From: [Carol Lapham](#)
To: [Jeff Babinski](#)
Subject: Capital Projects Fund
Date: Thursday, November 7, 2019 7:01:15 AM

Here is the motion from 2008 – fairly simple. We need to establish the Capital Projects fund again because we have designated our major and minor funds since that time and the Capital Projects Fund was not included since we hadn't used it since the CJC project was completed.

Finance Director Bradley requested authorization to establish a Capital Fund and Debt Service Fund in connection with the upcoming Highway Department and Jail projects. Motion was made by Commissioner Connery, seconded by Commissioner Corcoran and unanimously carried to approve said request for the establishment of these additional funds.

Carol Lapham
Finance Director
Houston County
304 S Marshall ST
Caledonia MN 55921

507-725-5839 Phone
507-725-8724 Fax

Houston County Agenda Request Form

Date Submitted: November 7, 2019

BOARD DATE: November 12, 2019

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to approve the low bid for SAP 028-599-078 for the Lorenze Road project in Hokah Township.

Attachments/Documentation for the Board's Review:

Abstract for SAP 028-599-078 is attached. Not available for public until after the award.

Justification:

Action Requested:

Board approval to accept lowest responsible Bidder.

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

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

Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 11/7/19

Person requesting appointment with County Board: Aaron Lacher

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

Issue: Term expirations for Planning Commission and Board of Adjustment Members.

Attachments/Documentation for the Board's Review: Board membership and term expiration dates.

Justification:

Action Requested: Motion to initiate a search process.

For County Use Only

Reviewed by:

County Auditor
Finance Director
IS Director

County Attorney
County Engineer
Other (indicate dept) _____

Zoning/Environmental Service
HR/Personnel

Recommendation:

Decision:

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

Planning Commission

		Term Begin	Term Num	Term End
Robert	Conway	5/14/2019	1	12/31/2021
Daniel	Griffin	1/1/2011	3	12/31/2019
Larry	Hafner	1/1/2015	2	12/31/2020
Edward	Hammell	1/1/2015	2	12/31/2020
Richard	Schild	1/21/2014	2	12/31/2019
James	Wieser	1/1/2016	2	12/31/2021

Board of Adjustment

First	Last	Term Begin	Term Num	Term End
Larry	Hafner	2/9/2016	2	12/31/2020
Dana	Kjome	1/24/2017	1	12/31/2019
Ken	Visger	1/24/2017	1	12/31/2019
Ken	Anderson	3/6/2018	1	12/31/2020
Bryon	Van Gorp	5/8/2018	1	12/31/2020



HOUSTON COUNTY CEDA

Professional Services Agreement

THIS CONTRACT, and amendments and supplements thereto, is between the COUNTY of Houston, acting through its Board of Commissioners, (hereinafter COUNTY), and Community and Economic Development Associates, a Minnesota nonprofit corporation exempt from income tax as an organization operated for charitable purposes with the meaning of I.R.C. section, 501(c) (3) (hereinafter CONTRACTOR).

WHEREAS, COUNTY, pursuant to Minnesota Statutes Chapter 375, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, COUNTY is in need of professional economic development services to assist the County Board in fostering a durable local economy through a wide range of planning and development initiatives.

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT**. This contract shall be **effective on January 1, 2020** or upon the date the final required signature is obtained by COUNTY, whichever occurs later, and shall remain in effect **through December 31, 2021**. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by COUNTY's authorized representative.
- II. **CONTRACTOR'S DUTIES**. The CONTRACTOR will provide a wide range of professional economic development services. The CONTRACTOR will provide 1,248 hours of services per calendar year to develop strategic measures to leverage public and private resources to foster economic innovation and advance the economic advantage of County business and industry including but not limited to:
 - Identifying potential economic opportunities that through a wide range of innovative collaborations and provide the Board with an assessment of the potential impact of proposed initiatives
 - Identify grant funding opportunities

- Provide loan packaging services for COUNTY'S business assistance programs
- Administer local, regional, and state revolving loan funds, as necessary
- Review/update the COUNTY's Economic Development Work Plan
- Plan, facilitate, and/or conduct the COUNTY's community and business development projects, including as necessary, staffing those projects in consultation with and as directed by the COUNTY:
 - Seek municipal involvement
 - Foster relationships and partnerships to enhance meeting the COUNTY'S goals
 - Prepare economic development guidelines
 - Promote the use of local assets to support and promote businesses and value-added processes
 - Provide direction and oversight to *The Bluff County's Collaborative and Driftless Grown*
- Develop and/or assist with local surveys
- Assist with COUNTY's economic development marketing efforts, including coordinating efforts with the COUNTY web-site development
- Develop and coordinate and host COUNTY economic development forums

III. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by COUNTY as follows:

1. Compensation for Year 2020 will be FIFTY-NINE THOUSAND, ONE-HUNDRED dollars and no/100 (\$59,100.00) for professional services; commencing on January 1, 2020 or upon the date the final required signature is obtained by COUNTY whichever is later. The charge for services described in section II above will increase by 2% to SIXTY THOUSAND, TWO-HUNDRED EIGHTY-TWO dollars and no/100 (\$60,282.00).
2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract in an amount not to exceed ZERO DOLLARS, (\$0.00).

The CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred unless it receives prior written approval for such travel from COUNTY'S authorized representative.

B. Terms of Payment

Payment shall be made by COUNTY promptly after the CONTRACTOR'S presentation of invoices by the 10th of each month for the preceding four weeks of professional services performed and acceptance of such services by COUNTY'S Authorized Representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of, as determined at the sole discretion of its, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by COUNTY to be unsatisfactory or performed in violation of any

applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR on the first of the month following the month of services.

IV. AUTHORIZED REPRESENTATIVES

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

A. COUNTY'S authorized representative for the purpose of administration of this contract is:

Name: Theresa Arrick-Kruger
Address: 304 South Marshall Street
Caledonia, MN 55921
Telephone: (507)725-5822
E-Mail: Theresa.arrick-kruger@co.houston.mn.us

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Ron Zeigler
Address: 1500 South Highway 52
P.O. Box 483
Chatfield, MN 55923
Telephone: (507) 867-3164
E-Mail: ron.zeigler@cedausa.com

V. CANCELLATION AND TERMINATION

This contract may be canceled by COUNTY or the CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

VI. ASSIGNMENT

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of COUNTY.

VII. LIABILITY

The CONTRACTOR shall indemnify, save, and hold COUNTY, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by COUNTY, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for COUNTY'S failure to fulfill its obligations pursuant to this contract.

VIII. INDEPENDENT CONTRACTOR

It is understood and agreed by and between the parties to this Agreement that nothing herein is intended or should be construed in any manner as creating or establishing the relationship of principle-agent, partners, joint venturers, or associates between the parties, or as constituting Contractor as the employee of County for any purpose or in any manner whatsoever. Contractor is to be, and shall remain, an independent contractor with respect to any and all work performed under this Agreement.

IX. WORKERS' COMPENSATION

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

X. INSURANCE REQUIREMENTS

CONTRACTOR agrees that at all times during the term of this CONTRACT to maintain:

- Comprehensive General Liability - \$1million minimum per occurrence
- Excess Liability Coverage - \$2 million over the general and automobile coverage.
- Workers Compensation as required by Minnesota Statutes

The COUNTY of Houston shall be listed as an additionally named insured on the above policies by the CONTRACTOR prior to the execution of this CONTRACT. Additionally, CONTRACTOR agrees to maintain the above required insurance and shall provide the COUNTY with thirty (30) days written notice of any proposed changes prior to the cancellation, non-renewal or material changes. An ACORD Certificate of Liability Insurance for the above listed coverage shall be supplied to COUNTY by CONTRACTOR for each calendar year covered by the term of this CONTRACT.

See Exhibit A.

IX. PUBLICITY

Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify COUNTY as the sponsoring agency and shall not be released prior to receiving the approval of COUNTY'S authorized representative.

X. NON-DISCRIMINATION, MINNESOTA STATUTE §181.59.

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the COUNTY, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common

or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

XI. DATA DISCLOSURE

The CONTRACTOR is required to provide either a social security number, or a federal taxpayer identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities.

XI. GOVERNMENT DATA PRACTICES ACT

The CONTRACTOR and COUNTY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by COUNTY in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR 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 CONTRACTOR or COUNTY.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify COUNTY. COUNTY will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XIII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted law, COUNTY at the CONTRACTOR'S expense from any action or claim brought against COUNTY to the extent that it is based on a claim that all, or part of the materials, infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises, or in the CONTRACTOR'S or COUNTY's opinion is likely to arise, the CONTRACTOR shall, at COUNTY's discretion, either procure for COUNTY the right or license to continue using the MATERIALS at issue

or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIV. JURISDICTION AND VENUE

This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Houston County, Caledonia, Minnesota.

XV. AMENDMENTS

Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

XVI. STATE AUDITS

The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by COUNTY and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

XVII. SURVIVAL OF TERMS. The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Data Disclosure; XII., Government Data Practices Act; XIII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

THIS SPACE INTENTIONALLY BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

CONTRACTOR:

For Community and Economic Development Associates, by
Ron Zeigler
Title: CEO/ President
Date: November ,2019

HOUSTON COUNTY

For Houston County, by
Teresa Walter
Title: Houston County Board Chair
Date: November ,2019

For Houston County, by
Jeff Babinski
Title: Houston County Administrator
Date: November ,2019

APPROVED AS TO FORM AND EXECUTION:

By
Samuel Jandt
Title: Houston County Attorney
Date: November ,2019

EXHIBIT A

ACORD CERTIFICATE OF LIABILITY



HOUSTON COUNTY

WS TRUCKING and CONSTRUCTION, LLC

Snow/Ice Removal Agreement

This CONTRACT, and amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter COUNTY), and WS Trucking and Construction, LLC, a duly formed Minnesota corporation (hereinafter CONTRACTOR).

WHEREAS, COUNTY, pursuant to Minnesota Statutes Chapter 375.18 et al, is empowered to procure from time to time certain professional/technical services; and

WHEREAS, COUNTY is in need of snow removal services; and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this CONTRACT.

NOW, THEREFORE, it is agreed:

I. TERM OF CONTRACT.

This CONTRACT shall be effective on **November 12, 2019**, or upon the date the final required signature is obtained, and shall remain in effect until **June 30, 2021**.

II. CONTRACTOR'S DUTIES.

The CONTRACTOR will timely remove snow from paved access areas, parking lots and sidewalks adjacent to the Houston County jail, administrative and service buildings. The specific facilities are:

- The Houston County Justice Center
306 South Marshall Street, Caledonia, MN 55921
- The Historical Houston County Court House
304 South Marshall Street, Caledonia, MN 55921
- The Houston County Community Services Building
611 Vista Drive, Caledonia, MN 55921

The CONTRACTOR will make clearing access to the jail facility a priority upon receiving a call from the Sheriff's Office (Dispatch) requesting the service.

The CONTRACTOR will complete the plowing and clearing of snow from the parking lots prior to 6:30 AM following an overnight snow fall.

The CONTRACTOR will begin clearing the sidewalks no later than 6:00 AM and complete the removal by 8:00 AM following an overnight snow fall.

The CONTRACTOR agrees to monitor snow fall throughout the day and communicate with the COUNTY maintenance department in the event daytime snow removal is required.

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration.

All services performed and goods or materials supplied by the CONTRACTOR pursuant to this Contract shall be paid by COUNTY as follows:

1. Compensation:

- Seventy-five dollars and 00/100 (\$75.00) per hour for operation of snow plow truck;
- Seventy-five dollars and 00/100 (\$75.00) per hour for operation of dump truck;
- Seventy-dollars and 00/100 (\$70.00) per hour for operation of skid loader; and
- Forty dollars and 00/100 (\$40.00) per hour for operation of a walk behind snow blower/brush for sidewalks.
- Twenty-five dollars and 00/100 (\$25.00) per hour to hand shovel.

2. Reimbursement:

The CONTRACTOR shall not be reimbursed for travel and subsistence expenses.

- ##### **3.**
- The total obligation of COUNTY for all compensation and reimbursement to the CONTRACTOR shall not exceed fifteen thousand and 00/100 dollars (\$15,000.00) per year without prior approval of the COUNTY.

B. Terms of Payment.

Payment shall be made by COUNTY promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by COUNTY'S authorized representative. All services provided by the CONTRACTOR pursuant to this CONTRACT shall be performed to the satisfaction of COUNTY, as determined at the sole discretion of its authorized representative. The CONTRACTOR shall not receive payment for work found by COUNTY to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

IV. AUTHORIZED REPRESENTATIVES.

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

A. COUNTY'S authorized representative for the purpose of administration of this CONTRACT is:

Name: Theresa Arrick-Kruger

Address: 304 South Marshall Street, Caledonia, MN 55921

Telephone: (507) 725-5822

E-Mail: theressa.arrick-kruger@co.houston.mn.us

Fax: (507)725-5590

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

B. The CONTRACTOR'S authorized representative for the purpose of administration of this CONTRACT is:

Name: Wylie Steele

Address: 423 S. Hokah St, Caledonia, MN 55921

Telephone: (507) 458-2793

E-Mail: wstrucking@hotmail.com

Fax:

V. CANCELLATION AND TERMINATION

This CONTRACT may be canceled by COUNTY OR CONTRACTOR at any time, for cause, upon fifteen (15) days written notice to the CONTRACTOR or COUNTY. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

VI. ASSIGNMENT.

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of COUNTY.

VII. LIABILITY

The CONTRACTOR shall indemnify, save, and hold COUNTY, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by COUNTY, arising from the performance of this CONTRACT by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for COUNTY'S failure to fulfill its obligations pursuant to this CONTRACT.

VIII. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall remain an independent contractor with respect to any and all work performed under this CONTRACT. CONTRACTOR and COUNTY agree that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures or associates between the parties hereto or as constituting that CONTRACTOR is an employer of the COUNTY for any purpose or in any manner whatsoever.

IX. WORKERS' COMPENSATION

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

X. INSURANCE REQUIREMENTS

CONTRACTOR agrees that at all times during the term of this CONTRACT to maintain as set for in Exhibit A, Liability Insurance Certificate; and Workers Compensation as required by Minnesota Statutes.

The COUNTY of Houston shall be listed as an additionally named insured on the above policies by the CONTRACTOR prior to the execution of this CONTRACT. Additionally, CONTRACTOR agrees to maintain the above required insurance and shall provide the COUNTY with thirty (30) days written notice of any proposed changes prior to the cancellation, non-renewal or material changes. A Certificate of Liability Insurance for the above listed coverage shall be supplied to COUNTY by CONTRACTOR for each calendar year covered by the term of this CONTRACT. See Exhibit A.

XI. MINNESTOTA STATUTE §181.59.

The CONTRACTOR will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the COUNTY for materials, supplies, or construction shall contain provisions by which the CONTRACTOR agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race,

creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this CONTRACT may be canceled or terminated by the COUNTY and all money due, or to become due under the CONTRACT, may be forfeited as a condition of this CONTRACT.

XII. DATA DISCLOSURE.

The CONTRACTOR is required by Minnesota Statute §270C.65 to provide a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This CONTRACT will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and COUNTY personnel involved in approving the CONTRACT and the payment of COUNTY obligations.

XIII. GOVERNMENT DATA PRACTICES ACT.

The CONTRACTOR and COUNTY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by COUNTY in accordance with this CONTRACT, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR 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 CONTRACTOR or COUNTY.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify COUNTY. COUNTY will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XIV. ANTITRUST.

The CONTRACTOR hereby assigns to the COUNTY any and all claims for overcharges as to goods or services provided in connection with this CONTRACT resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

XV. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach thereof, shall be in Houston County, Minnesota.

XVI. AMENDMENTS.

Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

XVII. STATE AUDITS.

The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this CONTRACT shall be subject to examination by the COUNTY and the Office of the State Auditor for a minimum of six (6) years from the end of the Contract.

XVIII. SURVIVAL OF TERMS.

The following clauses survive the expiration, cancellation or termination of this CONTRACT: VII. Liability; XII. Data Disclosure; XIII. Government Data Practices Act; XV. Jurisdiction and Venue; and XVII. State Audits.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed intending to be bound thereby.

FOR CONTRACTOR:

By:
Wylie Steele
Title: Owner
Date: November , 2019

FOR COUNTY:

By:
Title: Houston County Board Chair
Date: November , 2019

By:
Theressa Arrick-Kruger
Title: HRD/Facilities Mgr.
Date: November , 2019

APPROVED AS TO FORM AND EXECUTION:

By:
Samuel Jandt
Title: Houston County Attorney
Date: November , 2019

EXHIBIT A

LIABILITY INSURANCE CERTIFICATE



MCIT

Minnesota Counties Intergovernmental Trust

100 Empire Drive, Suite 100, St. Paul, MN 55103-1885 • 651.209.6400 • 1.866.547.6516 • MCIT.org

BOARD OF DIRECTORS

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Winona County
Commissioner

Kevin Corbid
Washington County
Auditor-Treasurer

Eric Nerness
Hubbard County
Coordinator

October 23, 2019

RE: VOTING DELEGATES AND ALTERNATES

Dear: Donna Trehus

The 2019 Annual Meeting of the Minnesota Counties Intergovernmental Trust will be held on:

Monday, December 9, 2019 at 4:00 p.m.

(Registration to begin at 3:30)

State / Sunwood Room

Kelly Inn / River's Edge Convention Center in St. Cloud, MN

An election will be held for four seats on the MCIT Board of Directors. The MCIT Bylaws provide for the designation of official voting delegates and alternates. Our records indicate that your voting delegate and alternate are as follows:

Delegate: Fred Arnold

Alternate: Jack Miller

IF THIS IS CORRECT, YOU NEED NOT RESPOND TO THIS LETTER. If this is incorrect or if you wish to change your voting delegate or alternate, please note the changes on the enclosed designation form. The form should be signed by you and returned to MCIT by **November 25, 2019**. The form can be mailed, emailed or faxed. Thank you for your attention to this matter.

Sincerely,

Robyn M. Sykes
Executive Director

cc: County Administrator, Coordinator, Auditors or Auditor-Treasurer

MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST

VOTING DELEGATE AND ALTERNATE

DESIGNATION FORM

County: Houston County

County named here hereby designates the following individuals to serve as its voting delegate and alternate:

Delegate: **Fred Arnold**

Alternate: **Jack Miller**

_____ Date _____
Official of County Member

Please return this form to MCIT no later than November 25, 2019 by mail, email or fax:

MCIT
100 Empire Drive, Suite 100
St. Paul, MN 55103-1885

Email: info@mcit.org

Fax: 651.209.6496

**m1 DEPARTMENT OF
NATURAL RESOURCES**

Minnesota Department of Natural Resources
Division of Parks and Trails
500 Lafayette Road
St. Paul, MN 55155-4039

November 7, 2019

Donna Trehus, County Auditor/Treasurer
Houston County
304 S. Marshal Street
Caledonia, MN 55921

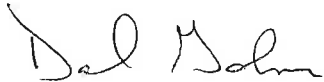
Dear Ms. Trehus,

The Minnesota Department of Natural Resources (DNR), Division of Parks and Trails conducted a Fiscal Review of the Snowmobile Grant-in-Aid Program on October 8th. Each Fiscal Review examines how the sponsor and the related club are performing financially within the context of the program for the 2017-2018 snowmobile season. Houston County's sponsorship of the Viking Ridge Spring Grove Trails had been randomly selected for a Fiscal Review this year.

The Fiscal Review meeting included a review of documents that are required to be on file associated with the Grant-in-Aid program. We went through the Fiscal Review Questionnaire and the summary of that discussion is enclosed. The documentation provided was adequate and fell within the guidelines of the program and it was determined that this grant satisfactorily meets the requirements of the Fiscal Review. The County and club work well together to maintain the trail and are managing their grant in accordance with the program requirements.

It was a pleasure meeting you and the club trail administrator and I appreciate your time at the meeting. If you have any questions do not hesitate to call me at 651-259-5599 or email me at Daniel.golner@state.mn.us.

Sincerely,



Daniel Golner, Grant Coordinator
Division of Parks and Trails

Enclosures

CC: Aaron Kraus, Trail Administrator, Viking Ridge Riders, 312 1st Ave SE, Spring Grove, MN 55974
Jess Althoff, DNR Area Supervisor

MINNESOTA SNOWMOBILE TRAILS ASSISTANCE PROGRAM

MAINTENANCE AND GROOMING GRANTS

FISCAL REVIEW CHECKLIST QUESTIONNAIRE

On-Site Review Date: **October 8, 2019**

BACKGROUND

Participants

DNR Representatives:	Grant Sponsor Representative(s):
<ul style="list-style-type: none">• Daniel Golner, Grant Coordinator• Jess Althoff, Area Supervisor• Sonja Davidson, OAS-1	<ul style="list-style-type: none">• Donna Trehus, Houston County, Sponsor• Aaron Krause, Club Trail Administrator

Project Description

Trail Name:	Viking Ridge Spring Grove
Fiscal Year:	2018
Grant Amount:	17843.38
Verified Miles:	66.4

Contact Information

Sponsor Name:	Houston County
Sponsor Contact Person:	Donna Trehus

Grant Contract Information

<input checked="" type="checkbox"/>	Copy of DNR Maintenance and Grooming Grant Contract. Contract Number: 130734, PO 3000121595
<input checked="" type="checkbox"/>	Copy of Contract or Resolution between Sponsor and Club (if applicable) Comments:
<input type="checkbox"/> N/A	Copy of Capital Improvement Grant Contract (if applicable) Type of project:

FISCAL REVIEW QUESTIONNAIRE

<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Is the club registered as a non-profit as required? If yes, is proof of non-profit status received from the State of Minnesota submitted and up to date? <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No Comments:
<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Club's IRS Form 990 (Organization exempt from Income Tax – per 501(c)(7)) submitted? (gross receipts total more than \$25,000 for the organization) and submitted to the IRS with tax returns. Including all backup schedules and documentation submitted to the IRS? If no, are invoices of repairs/significant expenditures with each benchmark submitted? <input type="checkbox"/> Yes or <input type="checkbox"/> No Comments:
<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Does the sponsor have required documentation for past grants going back at least six years as part of record retention? Comments:
<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Does the sponsor require liability insurance certificate? If yes, Does the Club or Sponsor hold the liability insurance certificate? <input checked="" type="checkbox"/> Club <input type="checkbox"/> Sponsor Comments:
<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No	Was an environmental review needed for trail work? If yes, was it properly approved? <input type="checkbox"/> Yes or <input type="checkbox"/> No (provide approved documents) Comments:
<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Are log of volunteer hours spent on trail activities properly kept on file? Logs should include: <ul style="list-style-type: none"> • Date • Number of people working on the trail • Number of hours • Equipment used • Type of work done • Section of trail worked on • Signed by authorized club representative Submitted? <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No Comments: Question about rate updates.

<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Are groomer logs properly kept on file? Logs should include: <ul style="list-style-type: none"> • Date • Miles groomed • Total grooming hours • Project number • Trail name and segment • Trail administrator verification Submitted? <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No <ul style="list-style-type: none"> • Last grooming date: No grooming • Back up grooming plan provided <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No Comments: No grooming this season
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Benchmark Questions: Are all 4 benchmark forms completed and received on time?

<input checked="" type="checkbox"/> <u>First Benchmark</u> <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Trail Completion Benchmark (40% of total grant amount paid) received by December 15th. Comments:			
	Date signed by Sponsor	Date Signed by DNR	Date DNR Paid Sponsor	Date Sponsor paid Club
	12/28/2017	01/05/2018	01/25/2018 \$8029.52	02/06/2018
<input checked="" type="checkbox"/> <u>Second Benchmark</u> <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Trail Completion Benchmark (25% of total grant amount paid) received by February 15th. Comments:			
	Date signed by Sponsor	Date Signed by DNR	Date DNR Paid Sponsor	Date Sponsor paid Club
	02/16/2018	02/26/2018	03/12/2018 \$4,460.85	03/21/2018
<input checked="" type="checkbox"/> <u>Third Benchmark</u> <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Trail Completion Benchmark (25% of total grant amount paid) received by April 15th. Comments:			
	Date signed by Sponsor	Date Signed by DNR	Date DNR Paid Sponsor	Date Sponsor paid Club
	04/13/2018	04/20/2018	05/23/2018 \$892.16	05/29/2018
<input checked="" type="checkbox"/> <u>Fourth Benchmark</u> <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Trail Completion Benchmark (10% of total grant amount paid) received by May 15th. Comments:			
	Date signed by Sponsor	Date Signed by DNR	Date DNR Paid Sponsor	Date Sponsor paid Club
	05/08/2018	05/16/2018	06/04/2018 \$4,460.85	06/06/2018
<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Was reimbursement to the sponsor received in a timely manner with each benchmark? Comments:			
<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Was reimbursement to the club received in a timely manner with each benchmark? Comments: Will set up electronic transfer			

Performance Questions

<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Certification Form that trail was open and available for use on December 15 th and accepted by the LUG that with the first benchmark: <ul style="list-style-type: none">• Trail was brushed• Bridges (if applicable) were repaired if needed• Signs installed• Gates were open• Additional work needed such as installation of railing or surface preparation (describe/list): Comments:
<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Certification that the trail has been properly groomed from first day of opening through January 15 th submitted with second benchmark? Comments:
<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Certification that the trail has been properly groomed from January 16 th through the end of the season submitted with third benchmark? Comments:
<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Certification that the trail has been closed for the season received by May 15 th submitted with fourth benchmark? <ul style="list-style-type: none">• Gates were closed• Refuse removed• Evidence that Sponsor and Club attended the DNR spring training session Comments:

DNR Monitoring

<input type="checkbox"/>	Copy of Trail Monitoring Form Comments: Trail did not get monitored/based on rotation
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Trail Application Questions

<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Was the application received by May 15 th for the following year? Comments:
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Benchmark Penalties (if applicable)

<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No	Were there any penalties imposed at any of the benchmarks? If yes, which benchmark? <input type="checkbox"/> First Benchmark <input type="checkbox"/> Second Benchmark <input type="checkbox"/> Third Benchmark <input type="checkbox"/> Fourth Benchmark What penalty was imposed? (funding withheld, subsequent years agreements being reduced, exclusion from program, etc.) Comments:
Reason for penalty:	
Resolution of penalty:	

Trail Route Updates to the DNR

<input type="checkbox"/> Yes or <input type="checkbox"/> No	Did the Club submit trail route changes to the DNR for GPS mile verification in a timely manner? Comments: Error on map I brought; check interactive map.. OK
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Landowner Certifications

<input type="checkbox"/> Yes or <input type="checkbox"/> No	Have all landowner certifications been obtained for the term of November 15 th through April 1 st (possible types of certifications include permit, lease, easements or deeds). If yes, where are certifications kept on file: Sponsor <input type="checkbox"/> or with the Club <input type="checkbox"/> (Review landowner list to conduct a random spot check; no copies required)			
Random Selection:	City/Township/Section	PID	Location	Date Signed
1	TWP 102, R 7, Sect 11 SW, NW	010117000	Finnesgard, Robert & Roxanne	03/03/09
2	TWP 102, R 7, Sect 26 NENW	010285000	Moen, Richard	03/10/09
3	TWP 101, R 6, Sect 5 SWSW	150055000	Thorson Properties LLC	08/31/19
4	TWP 101, R 7, Sect 21 NWNW	130273000	Ladsten, Gerald	05/15/09
Optional	<i>If additional selections are needed</i>			
5	TWP 101, R6, Sect 19 SWNE	150213002	Ellingson, Jeff C/o Beth Pederson	06/24/06 Change in works
6	TWP 102, R7, Sect 8 SWNE	010083000	Skauge, David	10/23/94

Comments:	
<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Do you have a procedure in place for updating landowner certifications? Comments: Provided
DNR Approval:	

Maps

<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Does the Club or Sponsor publish a public map or have available on website? <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No Comments:
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Comments from Club and Sponsor

<p>Keep it coming</p>

Comments from the DNR

<p>Seems to be good communication among the groups. Club has good record keeping; Keep up the good work.</p>
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Follow-up Items Needed: None

Date items must be submitted by to avoid a possible penalty:_____