

County Administrator

## **HOUSTON COUNTY**

304 South Marshall Street Caledonia, MN 55921 TEL (507) 725-5827 Commissioners:
District 1
Jack Miller
District 2
Eric Johnson (Vice Chair)
District 3
Robert Burns
District 4
Teresa Walter (Chair)
District 5
Vacant

### HOUSTON COUNTY BOARD OF COMMISSIONERS REGULAR BOARD MEETING AGENDA

9:30, December 17, 2019, County Board Room, Historic Courthouse

CALL TO ORDER
PLEDGE OF ALLEGIANCE

APPROVE AGENDA

**APPROVE MINUTES** (26 Nov Board Meeting, 3 Dec Board Meeting)

PUBLIC COMMENT

9:35 Appointment: Presentation of Employee Recognition Awards

9:45 Appointment: Marissa Streifel, Entomologist, Gypsy Moth Treatment Coordinator
- Info briefing on proposed Gypsy Moth treatments in spring 2020

10:00 Appointment: Chris Nickelson, Municipal Advisor - Ehlers, Current Bonding Refinancing and Future Bonding Options

#### **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) Authorize Resolution 19-46, County Veteran's Service Office Operational Enhancement Grant Program.
- 3) Authorize Resolution 19-47, Emergency Management Program Grant.
- 4) Accept the donation of \$3000 from the Houston County K9 Foundation to cover the Canine Lease for 2019.
- 5) Approve the 2020-2021 Region 10 Interagency Agreement for Public Health and Human Services Contracting Services.
- 6) Approve the 2020 Tobacco Licenses for River Valley Convenience Store (Houston), Houston FoodMart-BP (Houston) and Dollar General (Houston).
- 7) Approve the EDA Board of Directors recommendation to appoint Dayna Burtness Nguyen to the EDA Board of Directors.
- 8) Approve the 2019 Understanding of Audit Services with the Office of the State Auditor for the year ended December 31, 2019.

- 9) Approve the 2020 Board Of Commissioners Schedule
- 10) Affirm the following personnel actions:
  - i. Assessor's Office
    - 1. Re-assign Kelly Peterson as a probationary Technical Clerk I (B21) at Step 5, effective January 2, 2020.
    - 2. Change the classification of Leilani Powell from Appraiser Trainee (B22) to Certified MN Appraiser (B23) Step 1, retroactive to November 12, 2019.
  - ii. Auditor/Treasurer
    - 1. Hire Beverly Bauer as a 67-day Technical Clerk II (B21) at Step 1, effective January 8, 2020.
    - 2. Hire Arien O'Heron as a 67-day Technical Clerk II (B21) at Step 1, effective January 8, 2020.
  - iii. Extension Office
    - 1. Initiate a competitive search for a Technical Clerk I (B21) for U of M Extension (also assists Veterans Services).
  - iv. Public Health & Human Services
    - 1. Accept the resignation of Mallory Van Lin, Agency Social Worker, Children's Mental Health, effective January 3, 2020 and thank Mallory for her service to the residents of Houston County.
    - 2. Initiate a competitive search for an Agency Social Worker for Children's Mental Health (C41).
  - v. Sheriff's Office
    - 1. Hire Brady Auger as a probationary Jailer/Dispatcher, (B23-2), Step 1, tentatively effective January 8, 2020, conditioned upon a successful background check.

#### **ACTION ITEMS**

- 1) Consider approval providing the Houston County Historical Society the additional 2019 allotment of \$4000 which was contingent upon receipt of their Financial Statement.

  (Babinski)
- 2) Consider approval of write-off of uncollectable, delinquent accounts totaling \$63,235.07. (Pugleasa)
- 3) Consider approval of the RRSW 2020 budget allocation and additional allocation of \$14,400 which would receive state matching funds. (Babinski)
- 4) Consider approving the initiation of refinancing current bonds. (Lapham)
- 5) Consider approval of 2019 budget amendments. (Lapham)
- 6) Consider approval of Resolution 19-48 Adoption of 2020 Budget. (Babinski)
- 7) Consider approval of Resolution 19-49 Certification of Final Levy for 2020. (Babinski)

#### **DISCUSSION ITEMS**

- 1) Administrator Updates
  - Refugee Resettlement Executive Order
  - New County Website
  - District 5 Election Schedule
- 2) Commissioner Reports & Comments

#### CLOSING PUBLIC COMMENT

### **ADJOURN**

### **REMINDERS**

17 December: Board Meeting

Board Meeting (Finance Standing Committee) Christmas Holiday

25/25 December: Christmas Holiday

# HOUSTON COUNTY AGENDA REQUEST FORM December 17, 2019

**Date Submitted: 12.11.19** 

By: Tess Kruger, HRD/Facilities Mgr.

#### **CONSENT (HR requests)**

#### **Assessor's Office**

- Change the classification of Leilani Powell from Appraiser Trainee (B22) to Certified MN Appraiser (B23) Step 1, retroactive to 11/12/19
- Assign Kelly Petersen, (Extension Clerk) as a probationary Technical Clerk I (B21) at Step 5, effective 01/02/20

#### **Auditor/Treasurer**

- Hire Beverly Bauer as a 67 day Technical Clerk I (B21) at Step 1, effective 01/08/20
- Hire Arien O'Heron as a 67 day Technical Clerk I (B21) at Step 1 effective 01/08/20

#### **Extension**

• Initiate a competitive search for a Technical Clerk I (B21) for U of M Extension (also assists Veterans Services)

#### **Public Health & Human Services**

- Accept the resignation of Mallory Van Lin, Agency Social Worker, Children's Mental Health, effective January 3, 2020 and thank Mallory for her service to the residents of Houston County
- Approve initiating a competitive search for an Agency Social Worker for Children's Mental Health

#### **Sheriff's Office**

 Hire Brady Auger as a probationary Jailer/Dispatcher, B-23-2, Step 1, tentative start date is 01/08/2020, conditioned upon a successful background check

Reviewed by:	_X	County Administrator	 County Attorney County		Zoning Administrator Environmental
	<u>X</u>	Finance Director	 Engineer Other (indicate	Aud/Treasurer Assessor	Services
		IS Director	dept)	PHHS Dir.	
Recommendation:					
Decision:					

## 2019 Employee Recognition Awards

40 Year Awards		
Cindy R Augedahl	3/12/1979	
Carrie L O'Heron	6/25/1979	
35 Year Award		
Carol A Lapham	9/17/1984	
30 Year Awards		
Liza R Jandt	9/19/1989	
Tammy A Mauss	3/14/1995	Includes Non-Consecutive
Thomas N Peter	5/8/1989	
20 Year Awards		
Mark A Olson	8/3/1999	
Diane M Schultz	5/27/1999	
15 Year Awards		
Lori R Feldmeier	4/26/2004	
Deborah A Hartley	6/28/2004	
Jonathan A Kulas	4/26/2004	
10 Year Award		
Theressa A Arrick-Kruger	7/08/2009	

#### **RESOLUTION NO. 19-46**

#### 2019-2020 County Veterans Service Office Operational Enhancement Grant Acceptance

December 17, 2019

BE IT RESOLVED, the Houston County Board of Commissioners authorizes the County to enter into the 2019-2020 Grant Contract with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following program: County Veterans Service Office Operational Enhancement Grant Program. The grant must be used to provide outreach to the County's Veterans; to assist in the reintegration of combat Veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to Veterans; to reduce homelessness among Veterans; and to enhance the operations of the County Veterans Service Office; as specified in Minnesota Laws 2019, Chapter 10, Article 1, Section 73, Subdivision 2. This grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED, the Houston County Board of Commissioners authorizes Robert Thoen, the County Veterans Service Officer, to execute the 2019-2020 VSO Operational Enhancement Grant on behalf of the County.

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

STATE OF MINNESOTA

#### **COUNTY OF HOUSTON**

I, Jeff Babinski, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated December 17, 2019.

WITNESS my hand and the seal of my office this 17<sup>rd</sup> day of December 2019.

**DRAFT** 

## STATE OF MINNESOTA MINNESOTA DEPARTMENT OF VETERANS AFFAIRS



#### COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM

#### **GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of the MINNESOTA DEPARTMENT OF VETERANS AFFAIRS ("State" or "MDVA") and Houston County, County Veteran Services, 611 Vista Drive, Caledonia, MN 55921, ("Grantee").

#### Recitals

- 1. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2019, Chapter 10, Article 1, Section 37, Subdivision 2, the State is empowered to enter into this grant.
- 2. The State is in need of enhancing the operation of the County Veterans Service Offices (CVSO). This grant must be used to enhance the operations of the Grantee's CVSO under Minnesota Statutes §197.608, Subdivision 4(a), and should not be used to supplant or replace other funding.
- 3. The Minnesota Legislature has funded grants to the counties through MDVA for many years. The established practice has been to provide advanced payments of the full grant amount to the Grantee. This has been done to ensure that the counties have sufficient funds available to conduct programming and complete the tasks required by the grant. The counties often have limited cash reserves and do not have the financial capabilities to make grant expenditures first and wait for reimbursements from the State. Therefore, based on their past performance, MDVA is confident that the Grantee will be able to account for the grant funds and abide by the terms of the grant agreement.
- 4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

#### **Grant Agreement**

#### 1. Term of Grant Agreement

- 1.1 Effective date: July 1, 2019, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per, Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed. The Grantee must not begin work under this grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work except as permitted by Minnesota Statutes §16B.98, Subdivision 11.
- 1.2 Expiration date: June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Survival of Terms: The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

#### 2. Grantee's Duties

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

- 2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Conduct this grant only as authorized under Minnesota Statute 197.608, Subd.5. This grant must not be used to supplant any existing funding, or to duplicate any programs or services available to Veterans from other agencies or organizations.
- 2.3 Conduct the CVSO Operational Enhancement Grant Program ("Program") by purchasing one, or more, of the allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A, which is attached and incorporated into this grant agreement. If the Grantee wishes to purchase a good or service not listed on the approved items list of the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A, they must submit an email request to the State Authorized Representative listing the item, the estimated cost, and how the item will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from State Authorized Representative.
- 2.4 Comply with the requirements as specified in the MDVA Grants Manual (Rev. 5), Attachment B, which is incorporated into this grant agreement by reference and available on the MDVA Website Grants Page: <a href="http://mn.gov/mdva/resources/federalresources/grants/">http://mn.gov/mdva/resources/federalresources/grants/</a>). In the event that any provision of the MDVA Grants Manual (Rev. 5), Attachment B, is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.5 Upon executing the grant agreement, the Grantee must submit to the State for approval:
  - 2.5.1 A Conflict of Interest Disclosure Form (page 1 only) for Grantee staff members with fiscal and/or programmatic responsibilities for administering the grant as required in the MDVA Grants Manual (Rev. 5), Attachment B;
  - 2.5.2 The current annual County Budget for the CVSO Program, a sample of which is attached and incorporated into this grant agreement as Attachment C; and
  - 2.5.3 A County Board Resolution with a raised County seal, a sample of which is attached and incorporated into this grant agreement as Attachment D.
- 2.6 If at any time during administering the grant, a personal or professional conflict of interest situation becomes apparent, the Grantee shall disclose that conflict immediately to the State Authorized Representative in writing as provided for in the MDVA Grants Manual (Rev. 5), Attachment B, to determine if corrective action is necessary.
- 2.7 Upon the conclusion of this Project, the Grantee must close out the grant as specified in the MDVA Grants Manual (Rev. 5), Attachment B to the satisfaction of the State, in order to account for all grant funds expended. Grantees must document expenditures using the CVSO Budget Expenditure Spreadsheet, Attachment E, in Excel format, a sample of which is attached and incorporated into this grant agreement. Grant expense supporting documentation (e.g. invoices and receipts) must be retained on-file and must be made available to the State Authorized Representative upon request.
- 2.8 In the event that any provision of the Grantee's charter or mission, incorporated into this grant agreement by reference, is not consistent with any portion of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.9 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grant Manual (Rev. 5), Attachment B, including a final inspection upon grant completion.

#### 3. Time

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

#### 4. Consideration and Payment

- 4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:
  - 4.1.1 **Compensation.** The Grantee will be paid an Advanced Payment lump sum of \$10,000.00 and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A.
  - 4.1.2 Travel Expenses. Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement is an allowable expense. The total travel budget may comprise all or a portion of the Total Obligation. The Grantee will report all travel-related expense on the Travel Log (as provided in the MDVA Grant Manual (Rev. 5), Attachment B) in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Travel and subsistence expenses incurred outside Minnesota is allowed, when necessary for the accomplishment of routine tasks (e.g. transporting Veterans to medical appointments, attending conferences etc.) related to the CVSO work.
  - 4.1.3 Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed \$10,000.00 (Ten thousand dollars and no cents)

#### 4.2 Payment

- 4.2.1 *Invoices*. The State will promptly pay the Grantee an Advance Payment lump sum payment upon execution of this grant agreement.
- 4.2.2 Eligible Costs. In order to be eligible for grant funds, costs must be reasonable, necessary, and allocated to the grant, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant Minnesota Statutes §197.608, as amended by Minnesota Laws 2017, Chapter 4, Article 1, Section 38, Subdivision 2 and this grant agreement.
- 4.2.3 Unexpended Funds. If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's duties, and shall promptly return to the MDVA any funds greater than \$25.00 not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 20 business days of the end of the grant period, whichever comes first.

#### 4.3 Contracting and Bidding Requirements.

- 4.3.1 Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- 4.3.2 Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

- 4.3.3 Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- 4.3.4 The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
  - State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
  - Metropolitan Council's Targeted Vendor list: <u>Minnesota Unified Certification</u>
     <u>Program</u>
  - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: <u>Central Certification Program</u>
- 4.3.5 The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- 4.3.6 The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- 4.3.7 Notwithstanding 4.3.1 4.3.4., the State may waive bidding process requirements when:
  - 4.3.7.1 Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; and
  - 4.3.7.2 It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- 4.3.8 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- 4.3.9 The grantee must not contract with vendors who are suspended or debarred in MN: http://www.mmd.admin.state.mn.us/debarredreport.asp
- 4.3.10 The Grantee will record all contract and bidding quotes according to the bidding threshold specified above on the Contract and Bidding Log Sheet, as provided in the MDVA Grants Manual (Rev. 5), Attachment B, and submit this record with the Final Report (as applicable).

#### 5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment, or will return payment already received, for work found by the State to be **unsatisfactory** or performed in violation of federal, state, or local law. The Grantee will be bound by the MDVA Grant Manual, (Rev. 5), Attachment B, as provided by the State.

#### 6. Authorized Representative

The State's Authorized Representative is **Liz Kelly**, Grants Specialist, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12<sup>th</sup> Street, St. Paul, Minnesota 55155, 651-201-8225, <u>liz.kelly@state.mn.us</u> or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement.

The Grantee's Authorized Representative is **Robert Thoen,** CVSO, Houston County, County Veteran Services, 611 Vista Drive, Caledonia, MN, 55921, (507) 725-5805, robert.thoen@co.houston.mn.us, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

#### 7. Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 Waiver. If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

#### 8. Liability

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

#### 9. State Audits

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

#### 10. Government Data Practices and Intellectual Property

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

the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

#### 10.2 Intellectual Property Rights

10.2.1 Intellectual Property Rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this grant agreement. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

#### 10.2.2 Obligations

- 10.2.2.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
- 10.2.2.2 Representation. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or

action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

#### 11. Workers' Compensation

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

#### 12. Publicity and Endorsement

- 12.1 Publicity. Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the Minnesota Department of Veterans Affairs, and list MDVA as a Sponsor on the Grantee's website when practicable.
- 12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

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

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

#### 14. Termination

- 14.1 Termination by the State. The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not commence the grant project within six (6) months of the effective date of this grant agreement, as evidenced by the incurrence of documented expenses for eligible grant costs, then this grant agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.
- 14.3 *Termination for Insufficient Funding.* The State may immediately terminate this grant agreement if:
  - 14.3.1 It does not obtain funding from the Minnesota Legislature;

14.3.2 Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

#### 15. Data Disclosure

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

APPROVED:			
·			
1. STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16C.05 Subd. 2 (a) (3).		AGENCY	
22	оу	(with delegated	authority)
Signed: JennoferBrown	Title:		
Date: 7-19-19	Date:		
	2460.		
SWIFT Contract/PO No(s). 90 3-40136			
2. GRANTEE -			
The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinance.	s.		
Ву:			
Title:			
Date:			
Ву:			
Title			
Title:			
Date:			

### ATTACHMENT A CVSO Grant - Items Approved/Disapproved - FY2020

Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes.

- To provide outreach to the county's veterans.
- To assist in the reintegration of combat veterans into society.
- To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.
- To reduce homelessness among veterans.
- · To enhance the operations of the county veterans service office.

Only the items approved on this form are authorized for purchase using grant funds. The MDVA will seek recovery from your county for any items not on this list that have been purchased with grant funds.

Expenses must be incurred (e.g. invoice date/serv	ice period) <u>before</u> the end of the grant period (June 30, 2020)
EQUIPMENT & SUPPLIES	
Monitors and Dual monitor video cards	Teleconferencing equipment
Laptops/Tablet PC's/I-Pad (including accessories)	Paper shredders or shredding contracts
Personal computers - Desktop	TV /DVD combinations
Printers/Scanners	Mobile broadband data access device/Hotspot
Phone & Internet Service/Cellular Phones/ Smart Phones/Headsets – Phone ONLY	Fax machines and installation of initial phone line
Photo copiers (or 12 month lease) (Including user maintenance agreements.)	Cell Phone Repeater (and installation)
Digital Video Recorders, Cameras, Projectors – LCD/DLP	Office Supplies related to administering the CVSO grant (e.g. copy paper, toner cartridges, ink cartridges, label printers and supplies etc.).

**Office Furniture** that <u>is necessary</u> and is directly related to computerization and organization efforts (required furniture for newly purchased equipment such as computer desk, printer stand, scanner table, etc. or other items to increase organization like filing cabinets, etc.).

Office Furniture that is necessary and is directly related to \*new/increased staffing (desk, chair, cubicles, etc.).

Note: Locking filing cabinets, sit/stand desk accessories and new furniture to accommodate Veterans' visits in VSO office OK anytime.

COMPUTER SOFTWARE, TRAINING & REFERENCE MATERIALS				
Extended Warranties/extended maintenance contracts — on equipment and related software purchased during current grant cycle only. (1 year max)	Veterans Information/Case Management Systems and Software (Including user maintenance agreements.) Reference Materials (Medical dictionaries, VA rules and regulations manuals, etc.).			

#### **CVSO Trainings/Webinars**

- \* Training at local colleges Includes all staff in CVSO Office and must relate to the position of CVSO/ACVSO. (Must be pre-approved)
- Admin Staff Training MACVSO Assistant and Secretaries Conference
- \* Allowed for CVSOs and ACVSOs who are qualified under MS 197.601.

#### MARKETING

Marketing Expenses (Display boards, radio airtime, TV airtime and newspaper ads, billboards, CVSO shirts & jackets (<u>every</u> ad must reference the <u>LinkVet</u>)

Publicity Items (Magnets, Brochures, holiday cards, Challenge Coins – must include reference to LinkVet) up to a maximum of 15% of the annual CVSO grant amount. (e.g. Total Grant Amount \$7,500 = \$1,125 publicity items.)

Note: Proof of LinkVet is required for <u>every</u> expenditure at grant closeout.

Note: Proof of LinkVet is required for <u>every</u> expenditure at grant closeout.

#### **MISCELLANEOUS**

**Salary Expenses** for <u>new</u>, increased CVSO staff that provide direct services to Veterans. Note – Salaries may also by applied to CVSO grant in subsequent years.

#### **VETERANS SERVICES**

Payments made to a third party on behalf of a Veteran, their survivors or their dependents, such as mortgage, rent, auto loans, insurance, credit cards, etc. without prior State approval.

#### **Veteran Homelessness**

- Expenses related to the goal of reducing Veteran homelessness (Must be MDVA preapproved).
- Supplies for Homeless Vets (e.g. backpacks, blankets etc.)

# **Transportation expenses** related to the transport of Veterans needing to access their benefits (Including van/vehicle purchases/lease for this primary purpose, maintenance, fuel,

## etc.)

#### **Medical Expenses**

- To pay for 2<sup>nd</sup> opinions on previously denied VA disability claims.
- Assisted listening devices

# "Outreach" Expenses such as benefits fairs, town halls and seminars <u>are</u> allowed for events when CVSO staff are physically present to handout Veteran information and answer Veteran's questions.

(Refreshments & food over \$500.00 must be pre-approved)

#### Returning Service Member Reintegration

- Including travel expenses to official reintegration events
- Veteran Trainings/Webinars

#### **Veteran Medallions**

- Veteran Medallion Samples (VA Marker) (three sizes) to display in the office
- <u>Veteran Cemetery Markers/Flag Holders</u> (Replacement of damaged/stolen MDVA supplied)
- Veteran Cemetery Markers/Flag Holders (New for Veterans not eligible for MDVA supplied)

**Gift Cards** (gas, food, bus, hotel etc.) All Gift Card purchases applied to a grant in a given year must be logged on the Gift Certificate Log and <u>be</u> <u>distributed to Veterans within the same grant</u> period.

CVSO Staff Meals related to official travel for required training are allowable as specified in Chapter 15 – Expense Reimbursement per the State of Minnesota "Commissioner's Plan" located at <a href="https://www.mn.gov/mmb">www.mn.gov/mmb</a> Website.

**Expenses related to the collaboration with other social service agencies**, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.

Note: A detailed Account Activity Statement including 1) Veteran Name, 2) Total Dollars, 3) Payee info and 4)

Description is required for the Final Closeout Report.

\*NOTE: The maximum purchase price for certain items does NOT include tax or shipping charges.

#### Items Not Approved:

- Direct cash assistance payments to Veterans, their survivors or dependents.
- Donations & Sponsorships (including donations to Veteran Service Organization events)

## Attachment B

MDVA Grant Manual Rev. 5 (available on the MDVA Website - Grants Page: <a href="https://mn.gov/mdva/resources/federalresources/grants/">https://mn.gov/mdva/resources/federalresources/grants/</a>

## Attachment C

## **County Budget EXAMPLE - County Veteran Service Office Program**

	220/11	12.20.11	***		C	OUNTY	***	S INTEGRATED
12/1	3/18	10:27AM		TISER	- SELECTED BU	DGET REPORT		Page 2
01	FUND	CENERAL	REVENUE FUND				Report	Basis: Cash
	Accou	nt Number	Account Descr	iption.	2019 BUDGET	Spent Year To Date Mo. 01 - 12		
1	21 DEP	T Veterans Service	e Officer					
	01-121	-000-0000-6103	Salaries Full Time		68,126	0		
	01-121	000-0000-6150	Life insurance		48	0		
	01-121	000-0000-6153	Health insurance		10,200	0		
	01-121	- 000-0000-6163	Pera · Employer		5,100	0		
	01-121	-000-0000-6175	Fica- Employer		5,100	0		
	01-121	- 000-0000-6201	Telephone		800	0		
	01-121	000-0000-6202	Postage		318	0		
	01-121	000-0000-6225	Veterans Rides		22,500	0		
	01-121	000-0000-6240	Advertising/Notice	es/Subscriptions	1,250	0		
	01-121	000-0000-6241	Conf.Exp/Regs/Tr	ng/Dues	665	0		
	01-121	- 000- 0000- 6262	Data Proc. Serv. &	Support	1,000	0		
	01-121	-000-0000-6330	Tra vel Expenses -	Mileage	2,355	0		
	01-121	-000-0000-6331	Lodging & Parking		1,500	0		
	01-121	- 000-0000- 6335	Ments - Taxable		200	. 0		
	01-121	000-0000-6340	Rentals & Service	Agreements	52	0		
	01-121	000-0000-6401	Office Supplies		250	0		
	01-121	- 558-0000-5302	OUTREACH & OPE	RATIONS GRANT	7,500 -	0		
	01-121	- 558-0000-6240	Advert/Legal Noti	ces/Subsc.	3,000	0		
	01-121	- 558-0000-6260	Prof.&Tech.Survice	15	4,500	0		
DEF	T 121	Veterans Service	ce Officer	Levenne	7,800 -	0		
				Expend.	128,964	0		
				Net	119,464	0		
FUND	01	GENERAL REVEN	IUE FUND	Revenue	7,800-	0		
				Repend.	126,964	0	-	
				Net	119,464	0		
-	12.01			Levenne	7.500	0		
PIL	al Totals				7,500 -	0		
				Repend.	126,964	0		
				3 1	119,464	U		

Copyright 2010-2017 Integrated Financial Systems

### Attachment D

### County Board Resolution EXAMPLE

### RESOLUTION OF <u>ABC County</u>

BE IT RESOLVED by <u>ABC County</u> that the County enter into the attached **Grant Contract** with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: **County Veterans Service Office Operational Enhancement Grant Program.** The grant must be used to provide outreach to the county's Veterans; to assist in the reintegration of combat Veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county Veterans service office, as specified in Minnesota Statutes 197.608 and Minnesota Laws 2019, Chapter 10, Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by the <u>ABC County</u> that <u>John Smith</u> the <u>County Veteran Service</u>
<u>Officer</u> be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

WHEREUPON the above resolution was adopted at <u>a monthly meeting of the County Board Chair</u> this <u>second day of August</u>, <u>2019</u>.

Board Chair Signature
Authorized Signature and Title

August 2, 2019

STATE OF MINNESOTA

ABC County

I, <u>Clerk Name</u>, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the <u>County Board</u> of said <u>ABC County</u>, that I have compared the above resolution with the original passed and adopted by the <u>County Board</u> of said <u>ABC County</u> at a <u>monthly</u> meeting thereof held on the <u>first Thursday</u> of <u>August</u>, <u>2019</u> at <u>7:30 pm</u> that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this <u>first Thursday</u> of <u>August</u>, <u>2019</u>, and have hereunto affixed the seal of the County.

Clerk Signature Authorized Signature and Title

<u>Raised</u> County Seal

# Attachment E — Sections One and Two Final Report & Budget Expenditure Spreadsheet

1	A	В	C	D	E	F	G	H	
1	A LETERANS AFFIN	A C							
2	Date:								
3	Organization Name	e:							
4	Representative Na	me:							
5	Reimbursement Pa	yment Reques	st Number:	- 10	(e.g. RP	R #1)			
6	Reimbursement Pa	yment Reques	st Amount:	s		-			
7	RPR Period:	-	(i.e. )	Invoice/	Receipt 1	Date Range)			
8	SECTION ONE - CVSC	O Final Report/S	Summary Sta	tement					
9	Grant Expenditure Sun In 1-2 paragraphs, plea instance: grant expenditures ack • Are your expenditure • Are there other signi	se describe the b dress a particular es related to new	"gap" in servi	ces to Ve	terans un		• Do t	es. For he County's	
.0									
1	CECTION TWO CAS	O Metrics							ı
2	SECTION TWO - CVS	O WIELLICS		_					+
13	1. Total number of Fu	II-time (% FTE) C	VSO Staff (filler	d):					+
4	2. Total number of Fu	ll-time ( % FTE) C	VSO Staff (ope	n):					-
	3. Total County CVSO P				70.00				
	4. Total Number Vetera		70.000						-
	5. Total Number Vetera					esent):			-
×	6. Approximate Total N	umber Veterans	served at Out	reach Vis	its:	AND DESCRIPTION OF THE PARTY OF	AND DESCRIPTION OF THE PARTY NAMED IN		

# Attachment E - Section Three – Example Final Report & Budget Expenditure Spreadsheet

d	A	В	C	D	E	F	G	H		I
			Budget Exp	oenditure Spre	eadsheet E	xample				
_	Enter each Individe Adding rows as ne				ly.			Total Expenditures (e.g. Receipts)	TOT	A Executorium by Budget Category (to Date)
	BUDGET CLASS	Budget Category (e.g. Publicity, Travel, Equipment etc.)	Budget item (e.g. Star Tribune, Apple Store, Office Max.)	Vendor/ Business Name (e.g. Star Tribune, Apple Store, Office Max.)	Invoice Date or Service Dates	Was LinkVet printed/ referenced ?	Invoice Number			
	ADMINISTRATION	Office	Information Management	Vetera Spec	8/15/2019		# 6588231	\$ 750.00	\$	750.0
		Advertising	Newspaper Advertising	Star Tribune	12/1/19 ÷ 6/30/20	γ		\$ 4,050.00	\$ 9,702	
į		Advertising	Newspaper Advertising	Ploneer Press	9/1/19 - 12/31/19	Υ		\$ 1,080.00		
		Equipment	Apple iPhone and MacBook	Office Max	3/22/2020		# 7723489	\$ 1,294.00		0.703.9
)		Travel	(See Travel Log for individual expenditures)					\$ 2,578.90		9,702.8
	OPERATIONS	Office Furniture (New employee)	Desit & chair	Best Buy	9/4/2019		# 21336008	\$ 699.99		
2		Veteran	Veteran Transportation to Medical Appointment	Rainbow Rider, Inc	7/1/19 - 6/30/20		#402	\$ 897.21		
		Services & Events	Homeless Veteran Lodging (2 nights)	Super 8 Hotel	12/1/19 - 12/2/2019		# 76990	\$ 386.68	\$	1,486.2
I	SUPPORT SERVICES		Veteran Booth	County Fair	3/15/2020 - 3/30/2020		# 25	\$ 202.32		
	SUB-TOTAL							\$ 11,939.10	\$	11,939.1
	Difference	Paid by the Co	ounty					\$ (1,939.10)	\$	(1,939.1
7	Column Total		Column Total	-				\$ 10,000.00	Ŝ	10,000.0

#### RESOLUTION NO. 19-47

#### 2019 Emergency Management Program Grant Acceptance

December 17, 2019

BE IT RESOLVED, the Houston County Board of Commissioners authorizes the County to enter into the 2019-2020 Grant Contract with the Minnesota Homeland Services Emergency Management (HSEM) to conduct the following program: Emergency Management Program Grant.

BE IT FURTHER RESOLVED, the Houston County Board of Commissioners authorizes the Board Chair and Administrator to sign the grant agreement on behalf of the County.

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

#### STATE OF MINNESOTA

#### COUNTY OF HOUSTON

I, Jeff Babinski, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated December 17, 2019.

WITNESS my hand and the seal of my office this 17<sup>rd</sup> day of December 2019.

DRAFT

## **Emergency Management EMPG 2019 Dispersement Breakdown**

Item	Award	Description
	40.000	Region 1 Joint Powers Board annual membership, annual Governor's Conference costs, annual Association of Minnesota
Membership & Training Costs	\$3,813.00	Emergency Managers costs, training costs.
Director Salary	\$14,667.00	Salary for Emergency Management Director
Total		

## 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:** 

12/12/2019

Person requesting ap	ppointment with County Board:	John Pugleasa, Director Public Health & Human Services				
Will you be doing a p	power point or video presentation:	Yes	X NO			
County's contracting se	Agreement for Contracting Services. The rvices for development of the majority regard to contract language and rates. and concerns.	of our contracts fo	or service. This results on consistency			
Attachments/Docum Copy of proposed inter	nentation for the Board's Review: agency agreement					
Justification:						
Action Requested: Authorize PH&HS Direct	tor to sign interagency agreement on b	ehalf of Houston	County.			
	For County l	Jse Only				
Reviewed by:	County Auditor Finance Director IS Director	County Attorney County Engineer Other (indicate de	Zoning/Environmental Service HR/Personnel ept)			
Recommendation:						
<u>Decision:</u>						

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

## INTERAGENCY AGREEMENT REGION 10 CONTRACTING SERVICES

This Interagency Agreement effective January 1, 2020 through December 31, 2021, by and between the Participating Counties of Fillmore County, Freeborn County, Goodhue County, Houston County, Minnesota Prairie County Alliance, Mower County, Wabasha County, and Winona County and the Host County, Olmsted County, is as follows:

#### I. STATEMENT OF PURPOSE

The purpose of this Interagency Agreement is to clarify the roles and services provided by the Region 10 Contracting Unit to Participating Counties and Olmsted County's role in being the host county of the Region 10 Contracting Unit.

#### II. REGION 10 CONTRACTING UNIT COMPOSITION

The following positions, employed and supervised by Olmsted County, comprise the Region 10 Contracting Unit:

- Senior Contract Manager 1 FTE
- Contract Manager 1 FTE
- Senior Case Aide (Support) .3 FTE

#### III. SCOPE OF SERVICES AND SPECIFIC DUTIES

The Region 10 Contracting Unit shall make available the following services to Participating Counties:

- Consultation on Human Services and Public Health Services contracts.
- Provision of information on Purchase of Service contracting standards.
- Recommend and implement uniform standards and procedures for contracting, including contract and application templates, regional policies, and Request for Proposals (RFPs).
- Facilitation and assistance with the implementation of contracts with new providers and provide input and information to assist in negotiations/contract disputes with existing contracted providers.
- Development, implementation, and administration of Request for Proposals (RFPs).
- Attendance at meetings and site visits when requested by any Participating County.
- Provision of liaison services between DHS and MDH staff relating to Human Services and Public Health contracts, including those relating to Housing Support and Tier II, Tier III Agreements.
- Inform all Participating Counties of applicable contracting mandates, and providing alerts when changes are made.
- Attendance and participation at the Region 10 Wavier Lead meetings and other regional/state meetings relevant to contracting issues.

#### IV. FUNDING

Olmsted County shall develop a budget annually for Region 10 Contracting Services and provide it to the Participating Counties, along with a breakdown of the cost allocated to each Participating County. Each Participating County shall have 35 days in which to review, approve and allocate funding in accordance with the funding breakdown. Attachment A to this Interagency

Agreement provides an example of the format that will be used and the cost allocations for calendar year 2020 and 2021.

This Interagency Agreement is effective upon date signed. Any Participating County seeking to amend or cancel this Interagency Agreement or modify the payment allocations outlined in the annual budget must provide notice to all of the other Participating Counties and Olmsted County and allow 90 days in which to review the request. Any changes to this Interagency Agreement must be made via a written addendum signed by all counties listed below.

Approved and Accepted for:	
Fillmore County	Dated
Freeborn County	Dated
Goodhue County	Dated
Houston County	Dated
Minnesota Prairie County Alliance	Dated
Mower County	Dated
Olmsted County (Host County)	Dated
Wabasha County	Dated
Winona County	Dated

#### **Region 10 Contract Manager**

2020 Budget Proposal

Investment needed is \$107,857 for 1.18 FTE plus \$19,285 for fixed overhead costs, furniture, computer, hook up, etc.

County	Population*	% share	\$ share	Previous Rate (2019)	Increase / (Decrease)	
Fillmore	21,058	6.9%	\$8,770	\$8,190	\$580	7%
Freeborn	30,444	10.0%	\$12,679	\$11,920	\$759	6%
Goodhue	46,403	15.2%	\$19,326	\$18,075	\$1,251	7%
Houston	18,578	6.1%	\$7,737	\$7,284	\$453	6%
MnPrairie (Dodge/Steele/Waseca)	76,316	25.0%	\$31,784	\$29,837	\$1,947	7%
Mower	40,011	13.1%	\$16,664	\$15,445	\$1,219	8%
Wabasha	21,645	7.1%	\$9,015	\$8,435	\$580	7%
Winona	50,825	16.6%	\$21,167	\$19,859	\$1,308	7%
	305.280	100%	\$127,142	\$119 045	\$8 097	7%

Increase/(Decrease) for 2020

New Annual Total for Region X

127,142

8,097.01

**New Annual Total for Olmsted County** 

\$169,349

#### Data Input:

Fillmore	21,058	
Freeborn	30,444	
Goodhue	46,403	
Houston	18,578	
Dodge	20,822	76,316
Waseca	18,691	
Steele	36,803	
Mower	40,011	
Wabasha	21,645	
Winona	50,825	

https://www.census.gov/quickfacts/table

Estimates as of 7/1/2018



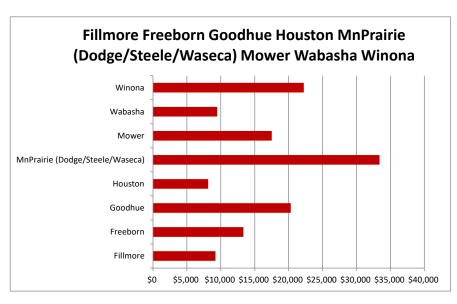
\*US Census 7/1/2018 population estimates (http://www.census.gov/quickfacts/table)

#### **Region 10 Contract Manager**

2021 Budget Proposal

Investment needed is \$113,624 for 1.18 FTE plus \$19,952 for fixed overhead costs, furniture, computer, hook up, etc.

				Previous Rate	Increase /	
County	Population*	% share	\$ share	(2020)	(Decrease)	
Fillmore	21,058	6.9%	\$9,214	\$8,770	\$444	5%
Freeborn	30,444	10.0%	\$13,321	\$12,679	\$642	5%
Goodhue	46,403	15.2%	\$20,304	\$19,326	\$978	5%
Houston	18,578	6.1%	\$8,129	\$7,737	\$392	5%
MnPrairie (Dodge/Steele/Waseca)	76,316	25.0%	\$33,392	\$31,784	\$1,608	5%
Mower	40,011	13.1%	\$17,507	\$16,664	\$843	5%
Wabasha	21,645	7.1%	\$9,471	\$9,015	\$456	5%
Winona	50,825	16.6%	\$22,239	\$21,167	\$1,072	5%
	305,280	100%	\$133,576	\$127,142	\$6,434	5%
Increase/(Decrease) for 2021			6,434.18			
				\$127,142		
New Annual Total for Region 2	(		133,576			
New Annual Total for Olmsted	County		\$177,900			



\*US Census 7/1/2018 population estimates (http://www.census.gov/quickfacts/table)

#### Data Input:

Fillmore	21,058	
Freeborn	30,444	
Goodhue	46,403	
Houston	18,578	
Dodge	20,822	76,316
Waseca	18,691	
Steele	36,803	
Mower	40,011	
Wabasha	21,645	
Winona	50,825	

https://www.census.gov/quickfacts/table

Estimates as of 7/1/2018



Date: December 5, 2019

*To:* Houston County Commissioners & Staff *From:* Allison Wagner, Houston County EDA

**RE:** Approve Dayna Burtness Nguyen to the Economic Development Authority Board of

Directors.

**Recommendation:** The EDA Board of Directors passed a motion on December 4, 2019 to recommend that the Houston County Commissioners approve Dayna Burtness Nguyen to the EDA Board of Directors. The motion passed unanimously.

*Action Required:* A motion made by the Board of Commissioners approving Dayna Burtness Nguyen to the Houston County EDA Board of Directors.



## STATE OF MINNESOTA OFFICE OF THE STATE AUDITOR

SUITE 500 525 PARK STREET SAINT PAUL, MN 55103-2139

(651) 296-2551 (Voice) (651) 296-4755 (Fax) state.auditor@state.mn.us (E-mail) 1-800-627-3529 (Relay Service)

December 5, 2019

Ms. Carol Lapham, Finance Director Houston County 304 South Marshall Caledonia, Minnesota 55921

Members of the Board of Commissioners County Administrator Houston County

We are pleased to confirm our understanding of the services we are to provide pursuant to Minnesota Laws for Houston County, Minnesota, for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Houston County as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Houston County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Houston County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- Management's discussion and analysis
- Budgetary presentations for the general and major special revenue funds and related notes
- GASB-required supplementary other post-employment benefits and pension information and related notes

We have also been engaged to report on supplementary information other than RSI that accompanies Houston County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other

additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the basic financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Combining and individual fund statements
- Budgetary presentations for other funds
- Schedule of intergovernmental revenue
- Schedule of expenditures of federal awards and related notes

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (a) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance and (b) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the legal provisions of the *Minnesota Legal Compliance Audit Guides*, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to report in conformity with the provisions of the *Minnesota Legal Compliance Audit Guides*. We will issue written reports upon completion of our single audit. Our reports will be addressed to the governing body of Houston

County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

#### **Management Responsibilities**

Management is responsible for the financial statements, notes, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. In order to meet your responsibilities for the financial statements, notes, and schedule of expenditures of federal awards, you agree to have information completed and available for audit by the dates identified in a schedule of completion document provided to auditors. If you are unable to prepare the information needed for the financial statements, notes, or schedule of expenditures of federal awards, or if the completion schedule varies significantly, we will, based on our staffing availability, provide the additional nonaudit services necessary to assist in the preparation of your draft financial statements, notes, and schedule of expenditures of federal awards in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on management's chart of accounts and other information determined and approved by management. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. Any such services will be performed in accordance with applicable professional standards. The County understands this will result in additional costs and agrees to pay for these services.

You will be required to acknowledge in the written management representation letter our assistance, if any, with preparation of the financial statements, notes, and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

We will prepare the entity-wide trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into the working trial balance based on management's chart of accounts. We will also assist with the preparation of pension-related and other post-employment benefit journal entries. Our preparation of these journal entries will be based on information provided by management. Management will review, approve, and accept responsibility for these entries.

Management is responsible for (a) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for

the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (a) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (b) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (c) additional information that we may request for the purpose of the audit, and (d) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings, if applicable, should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written management representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) you believe the schedule of

expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written management representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing us with report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those financial audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior consent to reproduce or use our report in bond offering official statements or other documents.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (a) errors, (b) fraudulent financial reporting, (c) misappropriation of assets, or (d) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Houston County December 5, 2019 Page 6

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are Houston County December 5, 2019 Page 7

required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Houston County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Houston County's major programs. The purpose of these procedures will be to express an opinion on Houston County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Audit Administration and Other**

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. Additional copies of the reporting package may be required. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide your governing body, management, related organization representatives, and, if applicable, nonfederal grantor entities with copies of our reports. Management is responsible for all other distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the Minnesota Office of the State Auditor. We may be requested to make certain audit documentation and appropriate individuals available to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. If requested, access to such audit documentation will be provided under our supervision. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Houston County December 5, 2019 Page 8

Sincerely,

The audit documentation for this engagement will be retained, pursuant to our record retention plan, for a period of ten years after the date the auditor's report is issued. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact those contesting the audit finding for guidance prior to destroying the audit documentation. We will be available throughout the year to answer questions, provide assistance, or assist you in implementing any of our recommendations.

Our fees are based on standard hourly rates plus travel and any out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Periodic progress billings will be sent to you. The condition of your records and the assistance you are able to provide us affects both the timeliness and cost of the audit.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract when requested by you. Our 2018 peer review report can be found on our website at <a href="https://www.auditor.state.mn.us">www.auditor.state.mn.us</a>.

We appreciate the opportunity to be of service to Houston County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please contact me at (507) 280-5055 or at <a href="mailto:carla.blahnik@osa.state.mn.us">carla.blahnik@osa.state.mn.us</a>. If you agree with the terms of our engagement as described in this letter, please sign where provided below and return it to us at the following address:

Office of the State Auditor 1652 Greenview Drive Southwest, Suite 130 Rochester, Minnesota 55902

Carla Blahnik, CPA, Director	
Approved: This letter correctly sets forth the unc	derstanding of Houston County.
Chair, Board of Commissioners	Date
County Administrator	Date
Finance Director	Date





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

2020 Board Meeting Schedule				
1 Jan	New Year's Day (Emp. Holiday)	3 Jul	Independence Day (Emp. Holiday)	
7 Jan	09:30 Full Board Meeting	7 Jul	09:00 Workgroup Session	
14 Jan	09:00 Workgroup Session	14 Jul	09:30 Full Board Meeting	
20 Jan	ML King Day (Employee Holiday)	21 Jul	09:00 Workgroup Session	
21 Jan	09:00 Workgroup Session	28 Jul	09:30 Full Board Meeting	
28 Jan	09:30 Full Board Meeting	4 Aug	09:00 Workgroup Session	
4 Feb	09:00 Workgroup Session	11 Aug	09:30 Full Board Meeting	
11 Feb	09:30 Full Board Meeting	18 Aug	09:00 Workgroup Session	
17 Feb	President's Day (Employee Holiday)	25 Aug	09:30 Full Board Meeting	
18 Feb	09:00 Workgroup Session	1 Sep	09:00 Workgroup Session	
<b>25 Feb</b>	09:30 Full Board Meeting	7 Sep	Labor Day (Employee Holiday)	
3 Mar	09:00 Workgroup Session	8 Sep	09:30 Full Board Meeting	
10 Mar	09:30 Full Board Meeting	15 Sep	09:00 Workgroup Session	
17 Mar	09:00 Workgroup Session	22 Sep	09:30 Full Board Meeting	
24 Mar	09:30 Full Board Meeting	29 Sep	Strategic Planning Session (TBD)	
31 Mar	Strategic Planning Session (TBD)	6 Oct	09:00 Workgroup Session	
7 Apr	09:00 Workgroup Session	13 Oct	09:30 Full Board Meeting	
10 Apr	Spring Holiday (Employee Holiday)	20 Oct	09:00 Workgroup Session	
14 Apr	09:30 Full Board Meeting	<b>27 Oct</b>	09:30 Full Board Meeting	
21 Apr	09:00 Workgroup Session	3 Nov	09:00 Workgroup Session	
28 Apr	09:30 Full Board Meeting	10 Nov	09:30 Full Board Meeting	
5 May	09:00 Workgroup Session	11 Nov	Veteran's Day (Employee Holiday)	
12 May	09:30 Full Board Meeting	17 Nov	09:00 Workgroup Session	
19 May	09:00 Workgroup Session	24 Nov	09:30 Full Board Meeting	
25 May	Memorial Day (Employee Holiday)	26-27 Nov	Thanksgiving Day (Emp. Holiday)	
<b>26 May</b>	09:30 Full Board Meeting	30 Nov	Truth in Taxation Meeting 6:00pm	
2 Jun	09:00 Workgroup Session	1 Dec	09:30 Full Board Meeting	
9 Jun	09:30 Full Board Meeting	8 Dec	No Meeting-AMC Conf. (TBD)	
16 Jun	09:00 Workgroup Session	15 Dec	09:30 Full Board Meeting	
23 Jun	09:30 Full Board Meeting	22 Dec	No Meeting	
30 Jun	Strategic Planning Session (TBD)	24-25 Dec	Christmas Eve/Day (Emp. Holiday)	
		29 Dec	No Meeting	

Full Board Meetings occur in the County Board Meeting Room, 2<sup>nd</sup> floor, Historic Courthouse Building, Caledonia, MN. Agenda, board packets, and minutes are stored in the Administrator's office and shared on the Houston County website, as are video recordings, when available.

The County Board conducts workgroup sessions to receive information from staff or outside agencies regarding current or upcoming issues or projects in advance of requests to take formal action. The County Board does not take formal action during workgroup meetings. The County Board will normally hold workgroup sessions at 09:00 in Rm. 219 of the Historic Courthouse Building, Caledonia, MN, but may move to other locations and times, as appropriate. If changed, the Administrator will announce the changed time and location during the preceding full board meeting and reflect the change in the published agenda for said meeting. These meetings are not video recorded, but agenda and minutes will be available via the county website.

### Houston County Historical Society Treasurer's Income Report 10-01-2018 through 09-30-2019

RECENT

DEC \$ 0 2019

Opening	Balance	10-0	1-2018:

General Checking Account

Total:

\$66,613.54

\$66,613.54

Deposits:		
Building Fund Donations	\$9,710.00	
Bullding Fund Memorial	\$355.00	
Donations	\$4,816.09	
Evelyn Koch estate	\$20,540.16	
Houston County Appropriations	\$66,250.00	
Insurance Refund	\$1,131.43	
Membership New and Renewals	\$4,315.00	
Memorials	\$7,019.00	
Miscellaneous Income	\$77.99	
Palen Photo Collection, Memorial Fund	\$70.00	
Rent (Manse)	\$1,100.00	
Rummage Sale	\$908,00	
Sales	\$203.35	
Sale of Presbyterlan Church and Manse	\$74,775.43	
Sales of Fetzner prints	\$1,225.00	
Sales Tax Collected	\$98.18	
Thrivent (choice dollars) Deposited	\$4,833.00	
Time Line of Houston Count, MN Legacy Grant	\$6,796.00	
Used Book Sale	\$10,733.10	
Total Deposits:	\$214,956.73	
Interest - General Checking Account	\$76.96	
Ťotal:		\$215,033.69
Other Income:		
Interest on Endowment Money Market, New Albin	\$168.24	
Total:	•	\$168.24

Total Income:

\$215,201.93

### Houston County Historical Society Expense Report 10-01-2018 through 09-30-2019

Expenses:	
-----------	--

Advertising	\$1,109.24
annual meeting expense	\$153.66
Archives /Artifact's	\$39.00
Book sale advertising	\$518.20
Cleaning services	\$670.00
Community Activities	\$100.00
Elevator maintenance and annual permit fee	\$450.00
Endowment account, money market New Albin	\$10,291.87
Endowment account, money market New Albin	\$2,460.00
Endowment account, purchase CD New Albin	\$28,000.00
Endowment account, purchase CD Eitzen Bank	\$74,775.43
Equipment Purchases	\$618.33
Equipment Expense	\$49,51
Insurance Internet website maintenance	\$7,314.33
Lawn Care / Snow Removal	\$305.00
	\$1,265.40
Loss prevention cost	\$497.98
Maintenance of Buildings	\$12,352.74
Membership Dues	\$579.00
Newsletter Postage and Printing	\$940.48
Postage	\$161.60
Real Estate Taxes	\$0.00
Sales Tax	\$82.00
Supplies	\$1,838.22
Surveillance system, second payment	\$8,966 <i>.</i> 71
Tax Preparation	\$419.00
Time line display expenes	\$686.53
Utilities	\$14,622.39
Volunteer Appreciations	\$869,52
Total Debits:	

170,136,14

#### Ending Balance 09-30-2019:

General Checking Account	\$111,511.09
Endowment fund, money market New Albin	\$12,920.11
Endowment fund, CD New Albin	\$28,000,00
Endowment fund, CD Eitzen Bank	
Endowment fund, Berkshire Hathaway stock	\$74,775.43
Total:	\$311,832.00
	\$539,038.63

Submitted by Richard Cordes - Treasurer

Stephen & Rischette

## Houston County Historical Society Endowment Fund Eitzen CD 10-01-2018 through 09-30-2019

Opening Balance 10-01-2018:

\$0

Deposit:

12-18-2018 from General Checking, sale of Presbyterian Church and Manse

\$74,775.43

Ending Balance 09-30-2019

\$74,775.43

# Houston County Historical Society Endowment Fund Berkshire Hathaway Class A Common Stock 10-01-2018 through 09-30-2019

Opening Balance 10-01-2018:

\$0

Transfer:

07-03-2019 from EQ Shareowner Services to Houston County Historical Society

One share of Berkshire Hathaway Inc. Hildegard J. Virnig estate

\$322,900.00

**Ending Balance 09-30-2019:** 

\$311,832.00

## Houston County Historical Society Endowment Fund New Albin Money Market 10-01-2018 through 09-30-2019

Opening Balance 10-01-2018:

\$0

Deposits:

12-14-2018 from General Checking, Evelyn Koch estate

\$10,291.87

04-17-2019 from General Checking, Evelyn Koch estate

\$2,460.00

**Total Deposits:** 

\$12,751.87

Interest Earned

\$168.24

Ending Balance 09-30-2019:

\$12,920.11

## Houston County Historical Society Endowment Fund New Albin CD 10-01-2018 through 09-30-2019

Opening Balance 10-01-2018:

\$0

Deposit:

12-14-2018 from General Checking, Evelyn Koch estate

\$28,000.00

**Ending Balance** 

09-30-2019

\$28,000.00

### 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:	12/12/2019		
Person requesting ap	ppointment with County Board:	John Pugleasa, Director	Public Health & Human Services
Will you be doing a p	power point or video presentation:	Yes	_ X NO
and write off delinqu	nan Services write offs. The State Au uent accounts that are determined t taff have identified accounts totallin	o be uncollectable	. In using the attached criteria
Attachments/Docum	nentation for the Board's Review:		
Write off criteria doc			
Justification:			
Action Requested:			
Approve write offs as	s presented		
Approve write ons a.	s presented.		
	For County l	Jse Only	
Reviewed by:	County Auditor	County Attorney	Zoning/Environmental Service
	Finance Director	County Engineer	HR/Personnel
	IS Director	Other (indicate dept)	-
Recommendation:			
<u>Decision:</u>			

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

#### AUTHORIZATION TO WRITE OFF UNCOLLECTIBLE DELINQUENT ACCOUNTS

- The State Auditors recommend that counties identify and write off accounts that are determined uncollectible
- The recommendation would be fiscally responsible, improve fee collections without harm to citizens, and follow sound accounting practices regarding items deemed to be uncollectible

#### DELINQUENT ACCOUNTS MAY BE WRITTEN OFF FOR THE FOLLOWING:

- The client has moved with no forwarding address or is otherwise unreachable after reasonable efforts to locate have been made for at least three years; or
- The client is deceased and reasonable collections efforts after the death of the client have been unsuccessful; or
- The amount of the receivable is less than \$100 and no response has been received from the client for more than one year after reasonable efforts to collect have been made; or
- The amount of the receivable is more than \$100, but less than \$500, and no response has been received from the client for more than two years after reasonable efforts to collect have been made; or
- The amount of receivable is more than \$500, and despite the exercise of formal proceedings, such as tax intercept, judicial or administrative hearings, no collection from the client has occurred, and more than three years have passed since the completion of formal proceedings; or
- The amount of receivables is more than \$500 and represents <u>actual cost of service</u>, because a fee was not determined due to non-cooperation or inability to locate, and five years have elapsed since last charge

#### Below is the list of accounts t/b written off for 2019

Name	DOS	Balance
**Names deleted from this		
document for data privacy		
purposes	2016	314.70
•	2008	17.90
	2003/2008	950.00
	2013	703.14
	2012	448.88
	2013	703.14
	2014/2015	562.00
	2010	628.20
	2003	30.00
	2011	348.00
	2011	2,610.57
	2010	2,235.00
	2012	419.50
	2010	103.10
	2012	395.60
	2013	215.00
	2012	917.30
	2010	383.20
	2012/Mar 2013	4,827.63
	2016	385.00
	2010	184.00
	2014	744.50
	2015	26.83
	May of 2013	703.14
	2011	576.86
	May/June 2013	259.80
	2012	275.00
	2008	862.00
	August, 2014	466.00
	2015	435.00
	Mar/Apr, 2013	1,029.71
	2009	1,270.48
	2009	614.26
	June of 2013	2,518.16
	Sept of 2013	991.71
	May-16	356.00
	2009	154.00
	2012	1,071.64
	2012	555.36
	2013	1,380.62
	10/2015=2/2016	2,573.00

	2008	2,116.00
	2009	2,264.58
	2010	2,591.16
	2009 & 2011	2,591.16
	2000 thru 2002	4,433.78
	2014	347.00
	2009	739.33
	2011	339.10
	2010	603.20
	2005	666.00
	2015	545.50
	2008	575.00
	June of 2017	2,190.00
	July of 2009	1,450.00
	2012	610.00
	4/12=9/30/2012	672.00
	Feb of 2011	256.83
	2010	158.20
_	2010	339.10
	May of 2014	727.00
	2011	594.90
	2011	807.80
	2010	403.00
64 accounts		\$63,235.07



#### Memorandum

Date: September 12, 2019

To: SWCD District Managers and Board Chairs

From: Kevin Bigalke, Assistant Director of Regional Operations

#### **RE: FY20-21 SWCD Capacity Program**

In the 2019 Legislative Session, the legislature continued support for SWCDs. As in previous years, this support continues through the Clean Water Fund. Highlights of the appropriation for state fiscal year 2020 and 2021 include:

- The total appropriation was increased to \$12 million per year/\$24 million for the biennium.
- Each SWCD will continue to receive \$100,000 per fiscal year.
- The remaining funds from the appropriation are to be allocated based on:
  - o County allocations/match to districts; and
  - o A calculation of the amount of private land and public waters.
- Up to 1% of the funds are for BWSR to administer the program.

Because Capacity funds continue to be allocated from the Clean Water Fund, activities using these funds must be consistent with the Minnesota Constitution, article XI, section 15 to "...protect, enhance, and restore water quality in lakes, rivers, and streams and to protect groundwater from degradation..." And, districts will be expected to document and defend their legacy fund expenditure as: needed, reasonable, consistently applied, rationally allocated, and consistent with Minnesota Management and Budget's Guidance to Agencies on Legacy Fund Expenditure. The authorization of the Capacity Program, including the methodology for calculating remaining amounts available to each district, was determined at the BWSR Board's August 29<sup>th</sup> meeting.

#### **Fiscal Year 2020 Grant Processing**

Board actions for the SWCD Capacity Program include:

- In the first year of the biennium (FY20) the Capacity grants will include:
  - 1. \$107,500 per district (\$9.675 million of the FY20 appropriation)
    - Increase is based on the Bureau of Labor Statistics Consumer Price Index Inflation
       Calculator for July 2015-July 2019
  - 2. An amount reflecting the 3 year average (calendar years 2017 2019) of county matching funds requests (approximately \$1.5 million of the FY20 appropriation). There is no county match

- requirement to receive FY20 grant funds, this will be an automatic amount added to the base for this year.
- 3. \$500,000 allocated based on the private land and public waters in the district; weighted 75% for private land and 25% for public water.
- These grants are scheduled to be processed in September 2019.
- Any remaining funds will roll forward to the FY21 program.

#### **Fiscal Year 2021 Grant Processing**

- In the second year of the biennium (FY21), county contributions in calendar year 2020 will be used to calculate additional match in grants to be processed for FY21.
- Similar to FY20, these grants will be processed as one grant agreement in late summer early fall 2020, improving efficiency and eliminating the need for an amendment in January 2021.

FY2020 SWCD Local Capacity Matching Grants Allocation Table				
SWCD Name	FY20 Base Grant	3 Year Average County Match 2017-2019	Land & Water Allocation	Total FY20 Allocation
Aitkin	107,500.00	24,917.00	7,455.00	139,872.00
Anoka	107,500.00	16,800.00	3,880.00	128,180.00
Becker	107,500.00	14,500.00	9,762.00	131,762.00
Beltrami	107,500.00	9,600.00	8,364.00	125,464.00
Benton	107,500.00	21,467.00	2,940.00	131,907.00
Big Stone	107,500.00	13,333.00	3,972.00	124,805.00
Blue Earth	107,500.00	25,301.00	5,626.00	138,427.00
Brown	107,500.00	12,667.00	4,392.00	124,559.00
Carlton	107,500.00	18,000.00	5,015.00	130,515.00
Carver	107,500.00	11,990.00	3,058.00	122,548.00
Cass	107,500.00	15,600.00	9,486.00	132,586.00
Chippewa	107,500.00	6,667.00	4,156.00	118,323.00
Chisago	107,500.00	33,500.00	3,286.00	144,286.00
Clay	107,500.00	18,000.00	7,457.00	132,957.00
Clearwater	107,500.00	13,650.00	5,191.00	126,341.00
Cook	107,500.00	13,650.00	6,010.00	127,160.00
Cottonwood	107,500.00	22,750.00	4,708.00	134,958.00
Crow Wing	107,500.00	29,398.00	7,738.00	144,636.00
Dakota	107,500.00	12,567.00	4,320.00	124,387.00
Dodge	107,500.00	19,717.00	3,115.00	130,332.00
Douglas	107,500.00	18,000.00	5,713.00	131,213.00
Faribault	107,500.00	22,733.00	5,159.00	135,392.00
Fillmore	107,500.00	2,000.00	6,169.00	115,669.00
Freeborn	107,500.00	16,800.00	4,863.00	129,163.00
Goodhue	107,500.00	23,333.00	5,645.00	136,478.00
Grant	107,500.00	25,397.00	4,387.00	137,284.00
Hennepin	107,500.00	-	5,477.00	112,977.00
Hubbard	107,500.00	17,833.00	5,410.00	130,743.00
Isanti	107,500.00	51,833.00	3,394.00	162,727.00
Itasca	107,500.00	8,700.00	12,911.00	129,111.00
Jackson	107,500.00	-	5,014.00	112,514.00
Kanabec	107,500.00	23,333.00	3,659.00	134,492.00
Kandiyohi	107,500.00	16,000.00	6,302.00	129,802.00
Kittson	107,500.00	14,369.00	6,996.00	128,865.00
Koochiching	107,500.00	16,542.00	7,282.00	131,324.00
Lac qui Parle	107,500.00	9,600.00	5,511.00	122,611.00
Lake of the	107,500.00	21,233.00	3,168.00	131,901.00
Lake	107,500.00	10,499.00	8,800.00	126,799.00
Le Sueur	107,500.00	20,045.00	3,586.00	131,131.00

Lincoln	107,500.00	1,600.00	4,150.00	127,250.00
Lyon	107,500.00	15,600.00	5,084.00	128,184.00
Mahnomen	107,500.00	22,500.00	4,061.00	134,061.00
Marshall	107,500.00	12,133.00	11,324.00	130,957.00
Martin	107,500.00	6,000.00	5,257.00	118,757.00
McLeod	107,500.00	19,717.00	3,710.00	130,927.00
Meeker	107,500.00		4,905.00	137,661.00
	107,500.00	25,256.00	·	
Mille Lacs		22,750.00	3,601.00	133,851.00
Morrison	107,500.00	19,742.00	7,568.00	134,810.00
Mower	107,500.00	16,800.00	5,031.00	129,331.00
Murray	107,500.00	10,800.00	5,352.00	123,652.00
Nicollet	107,500.00	15,600.00	3,191.00	126,291.00
Nobles	107,500.00	23,500.00	5,373.00	136,373.00
Norman	107,500.00	15,250.00	6,712.00	129,462.00
Olmsted	107,500.00	12,567.00	4,730.00	124,797.00
Otter Tail East	107,500.00	21,383.00	8,091.00	136,974.00
Otter Tail West	107,500.00	19,717.00	8,641.00	135,858.00
Pennington	107,500.00	15,167.00	4,127.00	126,794.00
Pine	107,500.00	10,000.00	8,103.00	125,603.00
Pipestone	107,500.00	15,600.00	3,462.00	126,562.00
Polk East	107,500.00	1,307.00	5,793.00	114,600.00
Polk West	107,500.00	1,307.00	8,495.00	117,302.00
Pope	107,500.00	22,750.00	5,681.00	135,931.00
Ramsey	107,500.00	-	1,431.00	108,931.00
Red Lake	107,500.00	22,083.00	3,183.00	132,766.00
Redwood	107,500.00	15,600.00	6,196.00	129,296.00
Renville	107,500.00	15,600.00	6,673.00	129,773.00
Rice	107,500.00	15,600.00	3,827.00	126,927.00
Rock	107,500.00	16,875.00	3,530.00	127,905.00
Root River	107,500.00	4,800.00	4,134.00	116,434.00
Roseau	107,500.00	19,717.00	8,699.00	135,916.00
Scott	107,500.00	46,035.00	3,026.00	156,561.00
Sherburne	107,500.00	12,567.00	3,197.00	123,264.00
Sibley	107,500.00	15,600.00	4,232.00	127,332.00
St. Louis North	107,500.00	20,317.00	20,107.00	147,924.00
St. Louis South	107,500.00	21,667.00	7,538.00	136,705.00
Stearns	107,500.00	15,367.00	10,498.00	133,365.00
Steele	107,500.00	6,341.00	2,873.00	116,714.00
Stevens	107,500.00	9,600.00	4,241.00	121,341.00
Swift	107,500.00	14,250.00	5,308.00	127,058.00
Todd	107,500.00	19,333.00	7,144.00	133,977.00
Traverse	107,500.00	22,750.00	4,121.00	134,371.00
Wabasha	107,500.00	-	3,848.00	111,348.00
Wadena	107,500.00	23,167.00	3,589.00	134,256.00
Waseca	107,500.00	-	3,126.00	110,626.00
Washington	107,500.00	12,155.00	3,465.00	123,120.00
vvasiiiigtoii	107,300.00	12,133.00	3,403.00	123,120.00

Wright Yellow Medicine	107,500.00 107,500.00	3,500.00 15,600.00	5,610.00 5,766.00	126,610.00 128,866.00
Winona	107,500.00	18,000.00	4,553.00	130,053.00
Wilkin	107,500.00	2,750.00	4,984.00	135,234.00
Watonwan	107,500.00	40,084.00	3,281.00	150,865.00

#### RESOLUTION NO. 19-48

#### **ADOPTION OF 2020 OPERATING BUDGET**

December 17, 2019

BE IT RESOLVED, the Houston County Board of Commissioners adopts the budget for 2020 Revenue and Expenditures within the following funds:

Revenue	Expenditures	Over (U	Jnder)
\$12,241,104	\$12,241,104	\$	0
9,861,215	9,861,215		0
6,963,623	6,963,623		0
1,444,627	1,444,627		0
\$30,510,569	\$30,510,569	\$	0
	\$12,241,104 9,861,215 6,963,623 1,444,627	\$12,241,104 9,861,215 6,963,623 1,444,627 \$12,241,104 9,861,215 6,963,623 1,444,627 1,444,627	\$12,241,104 \$12,241,104 \$ 9,861,215 9,861,215 6,963,623 6,963,623 1,444,627 1,444,627

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

#### STATE OF MINNESOTA

#### COUNTY OF HOUSTON

I, Jeff Babinski, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated December 17, 2019.

WITNESS my hand and the seal of my office this 17<sup>rd</sup> day of December 2019.

**DRAFT** 

#### RESOLUTION NO. 19-49

#### **ADOPTION OF 2020 LEVY**

#### December 17, 2019

BE IT RESOLVED, the Houston County Board of Commissioners authorizes the certified levy after the deduction of County Program Aid (CPA), in the amount of \$12,697,944 be made on all taxable property in the County of Houston for taxes payable in 2020 in the following amounts by County Fund:

County Revenue	\$ 8,129,641	
Road & Bridge	2,335,905	
Human Services	1,880,505	
Bond Fund – 2009C Jail Bonds	634,830	
Bond Fund – 2010A Jail Bonds	463,664	
Bond Fund – 2017A Jail Bonds	346,133	
Total	\$13,790,678	
Less CPA	(1,092,734)	
Total Levy	\$12,697,944	
	=========	

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

#### STATE OF MINNESOTA

#### COUNTY OF HOUSTON

I, Jeff Babinski, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated December 17, 2019.

WITNESS my hand and the seal of my office this 17<sup>rd</sup> day of December 2019.

**DRAFT**