



Jeffrey Babinski
County Administrator

HOUSTON COUNTY

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

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

HOUSTON COUNTY BOARD OF COMMISSIONERS BOARD MEETING AGENDA

9:30, January 28, 2020, County Board Room, Historic Courthouse

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE PREVIOUS MINUTES

- January 7 - Board Meeting
- January 14 – Workgroup Session
- January 14 – Board Meeting

PUBLIC COMMENT

9:35 Appointment: Southeast Service Cooperative

- Sarah Ness: Presentation on Future Forward
- Steve Salle: SSC Director – Member Value Report

CONSENT AGENDA

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

- 1) Approve Claims, Human Service & License Center disbursements.
- 2) Approve Resolution 20-08 Special Election Judge Appointments.
- 3) Approve Resolution 20-09 Establish PNP Absentee Ballot Board.
- 4) Approve Resolution 20-10 Establish Township Election Absentee Ballot Board.
- 5) Approve Resolution 20-11 Establish District 5 Election Absentee Ballot Board.
- 6) Approve Resolution 20-16 Bank of the West Account Powers.
- 7) Approve the Ground Lease agreement for Lot 6a at the Houston County Airport.
- 8) Approve the 2020 Haulers' Licenses.
- 9) Affirm the following personnel actions:
 - i. Department of Corrections
 1. Hire Barbara Schmitz, as a .8 FTE probationary Technical Clerk I (B21) at Step 4, effective February 11, 2020, conditioned upon a successful criminal history check.
 - ii. Public Health & Human Services

1. Hire Lauren Arneson as a full time, probationary Agency Social Worker – Adult Services at Step 1, effective February 3, 2020, conditioned upon a successful criminal history check.
2. Change the status of Account Tech Tami Triplett from probationary to regular, effective February 5, 2020.

ACTION ITEMS

- 1) Consider approval of Resolution 20-14, Final Acceptance of Contract #294 – Mathy Construction. (Pogodzinski)
- 2) Consider approval of Fahner asphalt crack fill quote for CSAH 16 repairs (Pogodzinski)
- 3) Consider approval of Resolution 20-15 Final Acceptance of Contract #292 – Generation X Construction LLC. (Pogodzinski)
- 4) Consider approval of budgeted ATV for Sheriff's Office. (Swedberg)
- 5) Consider approval of budgeted Solid Waste/Recycling Hook Truck. (Lacher)
- 6) Consider approval of the Minnesota Wetland Conservation Act application submitted by MSM Development LLC for the Horse Track Meadows proposed development. (Lacher)
- 7) Consider approval of payment amount change to Rupp, Anderson, Squires & Waldsprger. (Babinski)
- 8) Consider approval of the Child Support Cooperative Agreement. (Pugleasa)
- 9) Consider approval of the Multi-County SNAP Employment and Training Agreement (Pugleasa)
- 10) Consider approval of the Hiawatha Valley Mental Health Center contract. (Pugleasa)
- 11) Consider approval of Resolution 20-12 Election Equipment Grant Application (Trehus)
- 12) Consider appointments to the Board of Adjustment (Babinski)
- 13) Consider appointments to the Planning Commission (Babinski)
- 14) Consider approval of Resolution 20-13 Highway 16 Speed Reduction (Babinski)

DISCUSSION ITEMS

- 1) Administrator Updates
- 2) Commissioner Reports & Comments

CLOSING PUBLIC COMMENT

ADJOURN

REMINDERS

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 28, 2020**

Date Submitted: 01.22.2020

By: Tess Kruger, HRD/Facilities Mgr.

APPOINTMENT REQUEST

- Sarah Ness of the Southeast Service Cooperative - presentation on *Future Forward*, connecting classrooms to careers and learning, learn more at <http://www.futureforward.org/>
Steve Sallee, Southeast Service Cooperative Director – Member Value Report

CONSENT (HR requests)

Department of Corrections

- Hire Barbara Schmitz, as a .8 FTE probationary Technical Clerk I (B21) at Step 4, effective 02/11/2020, conditioned upon a successful criminal history check

Public Health & Human Services

- Hire Lauren Arneson as a full time, probationary Agency Social Worker-Adult Services, at Step 1, effective 02/03/2020, conditioned upon a successful criminal history check
- Change the status of Account Tech, Tami Triplett, from probationary to regular effective 02/05/2020

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

RESOLUTION NO. 20-08

**AUTHORIZATION OF ELECTION JUDGES
FOR FEBRUARY 11, 2020 SPECIAL ELECTION**

January 28, 2020

WHEREAS, a special election will be held in Houston County on February 11, 2020; and

WHEREAS, Minnesota Statute 204B.21, subd 2, requires election judges for precincts in a municipality to be appointed by the governing body of the municipality; and

WHEREAS, the voting precincts within Houston County have all appointed residents confirmed to meet the qualifications established by the State of Minnesota,

NOW, THEREFOR, BE IT RESOLVED, by the Houston County Board of Commissioners, that the appointments provided by the townships and cities of Houston County are appointed to serve as election judges for the special election on February 11, 2020; and

BE IT FURTHER RESOLVED, that the Houston County Board of Commissioners approves reimbursement of an hourly wage paid by the precincts of \$15.00 per hour for election judges and \$15.00 per hour for head election judges for time attending election training and serving as an election judge on election day.

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 January 28, 2020.

WITNESS my hand and the seal of my office this 28th day of January 2020.

RESOLUTION NO. 20-09

**AUTHORIZATION TO ESTABLISH ABSENTEE BALLOT BOARD
AND UOCAVA BALLOT BOARD FOR PNP ELECTION**

January 28, 2020

BE IT RESOLVED, by the Houston County Board of Commissioners, authorizes the establishment of an Absentee Ballot Board and UOCAVA Ballot Board for the Presidential Nomination Primary (PNP) Election to be held on March 3, 2020 and further authorizes the Auditor/Treasurer to appoint individual members.

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 January 28, 2020.

WITNESS my hand and the seal of my office this 28th day of January 2020.

RESOLUTION NO. 20-10

**AUTHORIZATION TO ESTABLISH ABSENTEE BALLOT BOARD
AND UOCAVA BALLOT BOARD FOR TOWNSHIP ELECTIONS**

January 28, 2020

BE IT RESOLVED, by the Houston County Board of Commissioners, authorizes the establishment of an Absentee Ballot Board and UOCAVA Ballot Board for the Township Elections to be held on March 10, 2020 and further authorizes the Auditor/Treasurer to appoint individual members.

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 January 28, 2020.

WITNESS my hand and the seal of my office this 28th day of January 2020.

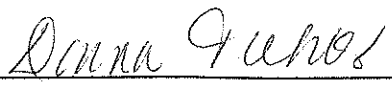
**ESTABLISHMENT OF ABSENTEE BALLOT BOARD
AND
UOCAVA BALLOT BOARD**

I, Donna Trehus, Houston County Auditor-Treasurer, do hereby certify that on this 9th day of January, 2020 I appointed the following individuals to both the Houston County Absentee Ballot Board and the Houston County UOCAVA Ballot Board for the Presidential Nomination Primary (PNP) Election to be held on March 3, 2020:

Beverly Bauer
Larissa Erickson
Mary Gulbranson
Polly Heberlein
Diane Imhoff
Darlene Peter
Julie Schleich
Donna Trehus

Witness my hand and the seal of my office this 9th day of January, 2020.





Donna Trehus
Houston County Auditor-Treasurer

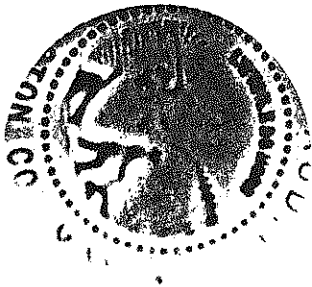
**ESTABLISHMENT OF ABSENTEE BALLOT BOARD
AND
UOCAVA BALLOT BOARD**

I, Donna Trehus, Houston County Auditor-Treasurer, do hereby certify that on this 13th day of January, 2020 I appointed the following individuals to both the Houston County Absentee Ballot Board and the Houston County UOCAVA Ballot Board for the Township Election to be held on March 10, 2020:

Beverly Bauer
Larissa Erickson
Mary Gulbranson
Polly Heberlein
Diane Imhoff
Darlene Peter
Julie Schleich
Donna Trehus

Witness my hand and the seal of my office this 13th day of January, 2020.

(SEAL)



Donna Trehus

Donna Trehus
Houston County Auditor-Treasurer

RESOLUTION NO. 20-11

**AUTHORIZATION TO ESTABLISH ABSENTEE BALLOT BOARD
AND UOCAVA BALLOT BOARD FOR DISTRICT #5 SPECIAL AND PRIMARY
ELECTIONS**

January 28, 2020

BE IT RESOLVED, by the Houston County Board of Commissioners, authorizes the establishment of an Absentee Ballot Board and UOCAVA Ballot Board for the Special Primary and General Elections for the District #5 County Commissioner to be held on February 11, 2020 and April 14, 2020 and further authorizes the Auditor/Treasurer to appoint individual members.

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 January 28, 2020.

WITNESS my hand and the seal of my office this 28th day of January 2020.

RESOLUTION NO. 20-16

**ACCOUNT POWERS GRANTED
BANK OF THE WEST**

January 28, 2020

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Auditor/Treasurer Trehus the authority to open any deposit or share accounts in the name of Houston County and further authorizes Auditor/Treasurer Trehus, Administrator Babinski and Board Chairman Johnson to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial institution.

*****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 January 28, 2020.

WITNESS my hand and the seal of my office this 28th day of January 2020.

**ADDENDUM TO
GROUND LEASE AGREEMENT**

THIS ADDENDUM dated January 17, 2020 is being made to the GROUND LEASE AGREEMENT executed effective July 1, 2016, by and between Houston County, Minnesota, a municipal corporation, as "Landlord", and Benson Technical Works, Inc. as "Tenants", with regard to that certain real property located within the Airport described as Lot 6a and shown pictorially on Exhibit "A" attached hereto.

It is hereby acknowledged that Eric Benson of Benson Technical Works share in the hangar located on Lot 6a has been purchased by Blaine Benzing and that Blaine Benzing is now the sole owner of said hangar.

It is hereby acknowledged and agreed that all other terms and conditions of the Ground Lease Agreement executed effective July 1, 2016 shall remain in effect between Houston County as "Landlord" and Blaine Benzing as "Tenant".

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

In the presence of:

HOUSTON COUNTY, MN

Houston County Board Chairman

Houston County Auditor

In the presence of:

TENANT

Blaine Benzing

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

Notary Public

State of Minnesota) ss:
County of Houston)

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

Polly Herbert
Notary Public

Dated _____

Houston County Attorney

New 22. Tenant shall provide the Landlord with the make, model, year, and N-number of all planes housed at the Houston County Airport to comply with the National Based Aircraft Inventory Program. A based aircraft is an aircraft that is operational and air worthy, which is typically based at the facility for a *Majority* of the year. It is the responsibility of the tenant to notify the Landlord and Airport Manager in writing of any changes in aircraft within 30 days of the change.

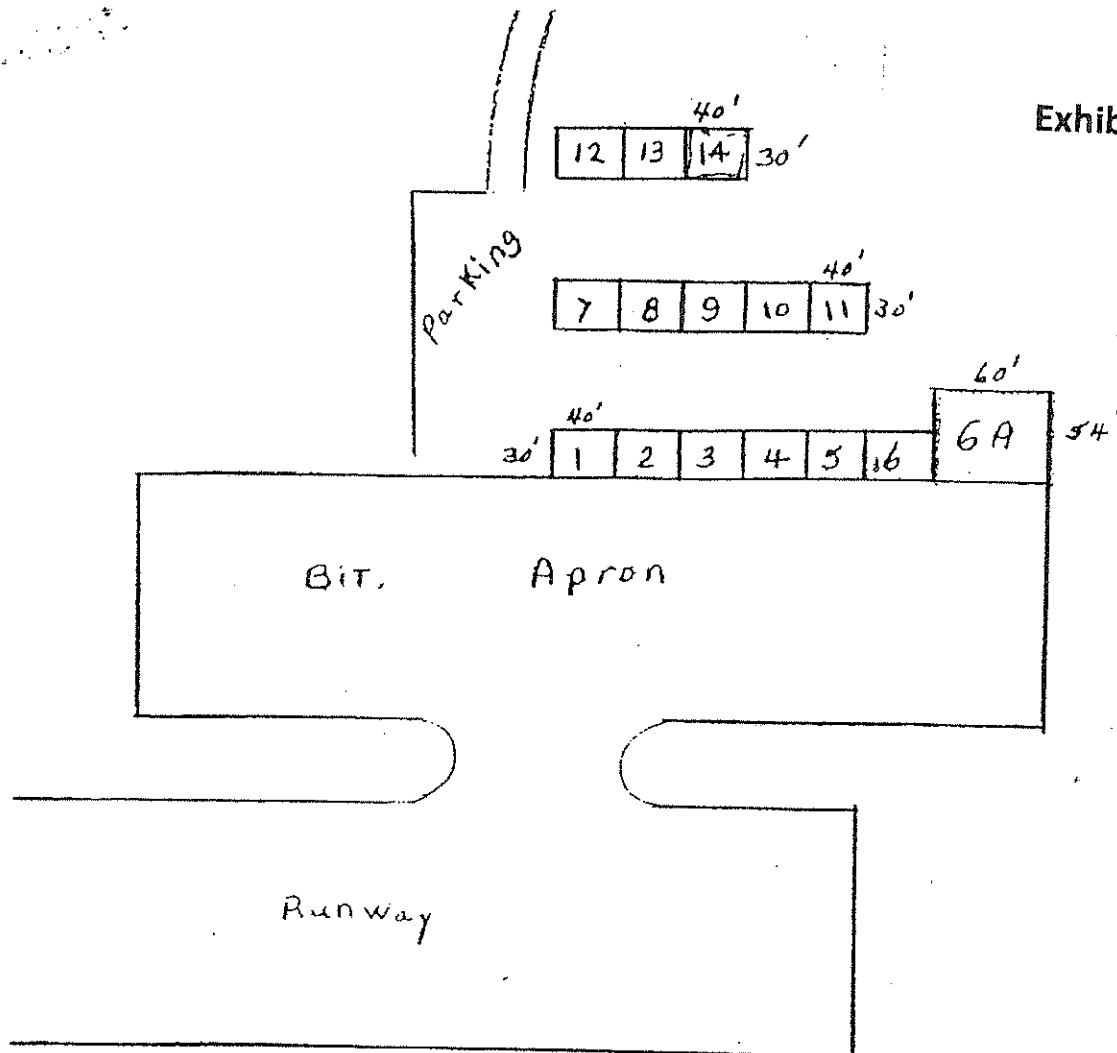
Make_____

Model_____

Year_____

N-Number_____

Exhibit A



Houston County Airport Hangers

lots 40 ft wide, 30 ft deep

except lot 6A 60 ft x 54 ft.

NOT TO SCALE

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Agreement") effective January 17, 2020, by and between Houston County, Minnesota, a municipal corporation, (hereinafter "Landlord"), and Blaine Benzing (hereinafter "Tenant").

RECITALS

- A. Landlord now owns, controls and operates the Houston County Airport in Houston County, State of Minnesota (the "Airport"). Landlord owns that certain real property located within the Airport described as Lot 6a and shown pictorially on Exhibit "A" attached hereto (such real property, together with all rights, privileges, easements and appurtenances benefiting such real property, are collectively referred to herein as the "Premises").
- B. Landlord desires to lease the Premises for use beneficial to Houston County and the general public.
- C. Tenant is qualified, ready, willing and able to lease the Premises.

AGREEMENTS

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

1. Leased Premises.

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

- 2. Term.** The initial term of this Agreement (the "**Initial Lease Term**") shall commence on January 17, 2020, and shall continue through a date five (5) years from July 1, 2016. Landlord grants to Tenant, subject to the conditions set forth below, the right and option to renew this Lease for an additional five (5) year period beginning at the end of the original term hereof or the end of any extended term, and otherwise subject to and on all the terms and conditions herein contained. Notice to Landlord of Tenant's intention to exercise an option shall be given at least six (6) months prior to expiration of the original term of the Lease herein or the extended term of any exercised option period ("**Extended Term**"). This lease shall renew for an additional five (5) years unless either party provides written notice of their intention not to renew at least six (6) months prior to the expiration of the original term or any extended term.

3. Payments.

(a) In consideration of the rights and privileges granted by this Agreement, Tenant shall pay rent to Landlord, the amount of \$867.48 for the first year (commencing July 1, 2016) and such payment must be made upon execution of this individual Lease Agreement.

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

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

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

4. Improvements.

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

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

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

6. **Compliance with Environmental Laws.**

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

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

7. Default and Termination.

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

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

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

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

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

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

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

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

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

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

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

8. Condemnation.

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

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

9. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Rights of Leasehold Mortgages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **Miscellaneous Provisions.**

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

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

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

If to Tenant

Blaine Benzing

124 E. Hackney Dr.

Caledonia MN 55921

(612) 916-4134

With a copy to:

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

And

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) Time shall be of the essence hereof.

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

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

23. Easement.

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

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

(c) Repairs and Maintenance of the Easement.

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

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

(d) Indemnification.

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

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

In the presence of:

HOUSTON COUNTY, MN

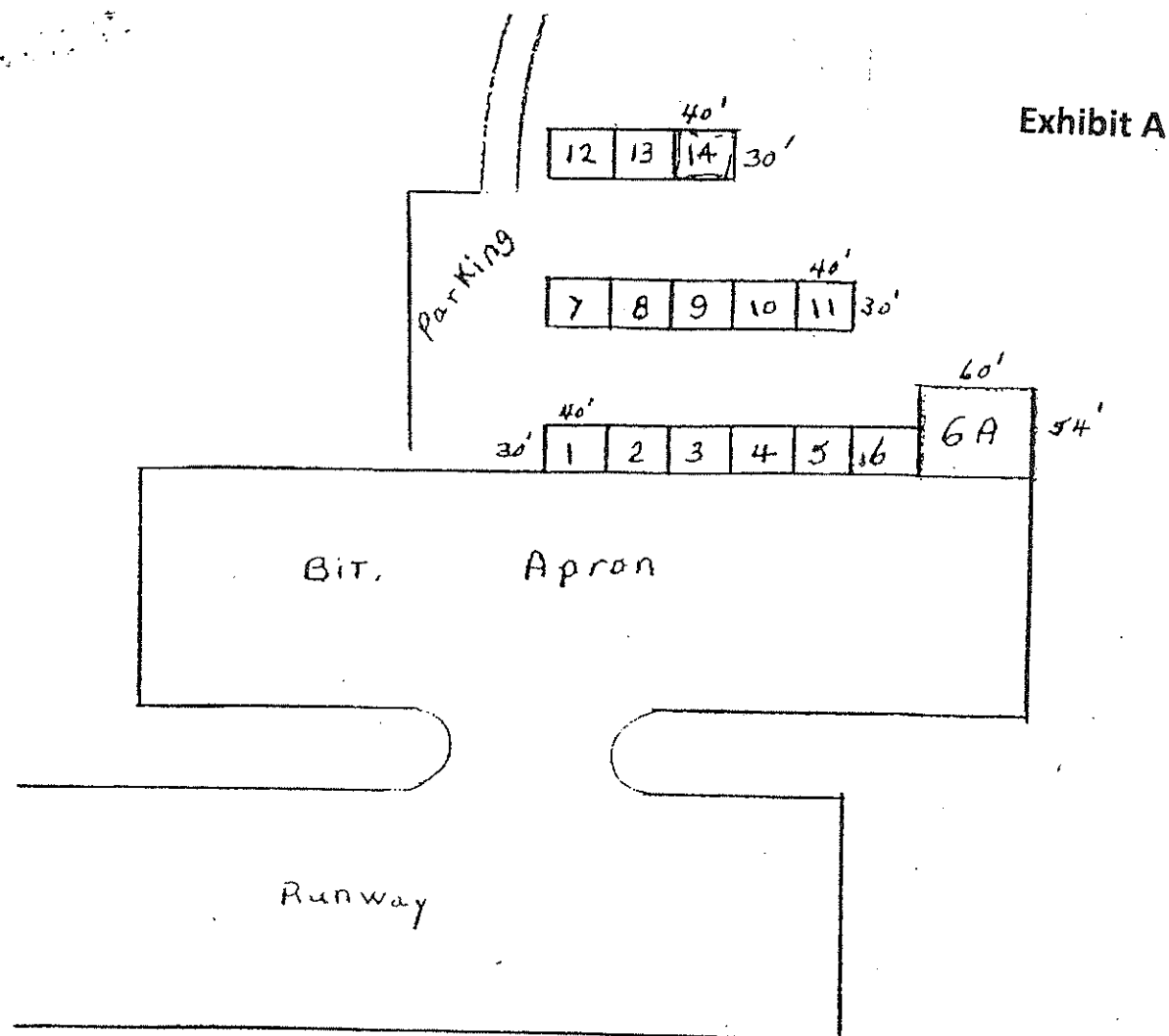
Houston County Board Chairman

Houston County Auditor

In the presence of:

TENANT

Blaine Benging



Houston County Airport Hangers

lots 40 ft. wide, 30 ft. deep
except lot 6A 60 ft x 54 ft.

NOT TO SCALE

Houston County

Agenda Request Form

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: _____

Person requesting appointment with County Board: _____

Issue:

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

For County Use Only						
Reviewed by:	_____	County Auditor	_____	County Attorney	_____	Zoning/Planning/E.S.
	_____	Finance Director	_____	County Engineer	_____	Human Resources
	_____	IS Director	_____	Other (indicate dept)	_____	
	_____		_____		_____	
<u>Recommendation:</u>						
<u>Decision:</u>						

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

RESOLUTION NO. 20-14

**FINAL ACCEPTANCE OF CONTRACT NO. 294
MATHY CONSTRUCTION**

January 28, 2020

WHEREAS, Contract No. 294 has in all things been completed, and the County Board being fully advised in the premises; and

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners accepts said completed project for and on behalf of the Houston County DOT and authorize final payment as specified herein.

*****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 January 28, 2020.

WITNESS my hand and the seal of my office this 28th day of January 2020.

Houston County Agenda Request Form

Date Submitted: January 6, 2020 BOARD DATE: January 21, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Project # SAP 028-030-006 with Mathy Construction which provided paving for CSAH's 2, 3, and 29 is complete and ready to be finalized.

Attachments/Documentation for the Board's Review:

Final Contract Voucher (5 need to be signed)
(1-County Claim, 1 Contractor, 1-Auditor's office, and 2-Highway Dept)

Justification:

Action Requested:

Resolution for Final Acceptance needed for contract.

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

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

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION



1124 East Washington St.
Caledonia, MN 55921

Project SAP 028-030-006 [SAP 28-030-006] - SAP 028-030-006 (CSAH 2,3,29)
Final Payment No. 6

Contractor: Mathy Construction
920 10th Ave. N.
Onalaska, WI 54650

Contract No. 294
Vendor No. 12811
For Period: 11/5/2019 - 11/25/2019
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$2,468,101.47
Contract Changes	(\$52,707.00)
Revised Contract	\$2,415,394.47

Work Certified To Date

Base Bid Items	\$2,513,018.26
Backsheet	\$0.00
Change Order	(\$57,712.00)
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$2,455,306.26

Funds Encumbered

Original	\$2,468,101.47
Additional	N/A
Total	\$2,468,101.47

	Work Certified This Payment	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date
SAP 028-030-006 [SAP 28-030-006]	\$0.00	\$2,455,306.26	\$0.00	\$2,430,753.20	\$24,553.06	\$2,455,306.26
Percent Retained: 0.0000%						
Amount Paid This Final Payment					\$24,553.06	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

Approved By Mathy Construction

County/City/Project Engineer

Contractor

Date

Date

Andy Marinich

12/16/2019

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION
1124 East Washington St.
Caledonia, MN 55921
Project No. SAP 028-030-006 [SAP 28-030-006]
Final Payment No. 6

**Houston County DOT
Certificate of Final Contract Acceptance**

Low S.P. No.: SAP 028-030-006 [SAP
28-030-006]

Final Voucher No.: 6

Contract No.: 294

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of Minnesota as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated _____ Signature _____ County/City/Project
Engineer _____

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$2,455,306.26 and agrees to the amount of \$24,553.06 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor Mathy Construction

By

Andy Marmelli

And

Taylor Mathy

And _____

State of Minnesota, Houston County DOT

On This 16th Day December, 2019, Before me appeared _____ To me
known to _____

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as
_____ free to act and deed

(Corporate Acknowledgment)

Andy Marmelli And Taylor Mathy, to me personally known, who, being each
by me duly sworn

each did say that they are respectively the Vice President and Secretary of the

Mathy Construction Company Corporation named in the foregoing instrument, and that the seal affixed to said instrument
is the

Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority
of its

Board of Directors and said Vice President and
Secretary

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial

My Commission as Notary Public in LaCrosse County

Seal

Expires November 4, 2022 Signature Blair K. Kuntz

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-030-006 [SAP 28-030-006]

Final Payment No. 6

**Houston County DOT
Certificate of Final Acceptance
County Board Acknowledgment**

Contract Number: 294
Contractor: 12811 - Mathy Construction
Date Certified: 11/25/2019
Payment Number: 6

Whereas; Contract No. 294 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the Houston County DOT and authorize final payment as specified herein.

Houston County DOT
State of Minnesota

I, _____, County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At _____, Minnesota

Signed By _____
County _____

(SEAL)

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-030-006 [SAP 28-030-006]

Final Payment No. 6

SAP 028-030-006 [SAP 28-030-006] Payment Summary

No.	From Date	To Date	Work Certified Per Payment	Amount Retained Per Payment	Amount Paid Per Payment
1	03/04/2019	06/12/2019	\$221,555.68	\$11,077.78	\$210,477.90
2	06/13/2019	07/11/2019	\$314,454.54	\$15,722.73	\$298,731.81
3	07/12/2019	08/08/2019	\$1,854,427.63	\$92,721.38	\$1,761,706.25
4	08/09/2019	09/04/2019	\$64,868.41	\$3,243.42	\$61,624.99
5	09/05/2019	11/04/2019	\$0.00	(\$98,212.25)	\$98,212.25
6	11/05/2019	11/25/2019	\$0.00	(\$24,553.06)	\$24,553.06

Totals:	\$2,455,306.26	\$0.00	\$2,455,306.26
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SAP 028-030-006 [SAP 28-030-006] Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date
001	760,354.90	0.00	752,751.35	7,603.55	760,354.90
002	1,236,148.17	0.00	1,223,786.69	12,361.48	1,236,148.17
003	458,803.18	0.00	454,215.15	4,588.03	458,803.18

Totals:	\$2,455,306.25	\$0.00	\$2,430,753.19	\$24,553.06	\$2,455,306.25
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SAP 028-030-006 [SAP 28-030-006] Funding Source Report

Accounting No.	Funding Source	Amount Paid This Payment	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
309	Regular (CSAH)	3,411.86	315,722.32	315,722.32	341,185.90
314	Municipal (CSAH < 5000)	4,191.69	419,169.00	419,169.00	419,169.00
317	Regular (CSAH)	4,588.03	456,495.07	456,495.07	458,803.18
331	Regular (CSAH)	12,361.48	1,224,008.08	1,276,715.08	1,236,148.17

Totals:	\$24,553.06	\$2,415,394.47	\$2,468,101.47	\$2,455,306.25
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HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-030-006 [SAP 28-030-006]

Final Payment No. 6

SAP 028-030-006 [SAP 28-030-006] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
SAP 028-602-013									
1	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$5.00	360	0	\$0.00	181.5	\$907.50
2	2104.503	REMOVE CURB & GUTTER	L F	\$6.35	356	0	\$0.00	309.5	\$1,965.33
5	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$9.00	31	0	\$0.00	0	\$0.00
4	2104.518	REMOVE CONCRETE WALK	S F	\$1.85	2205	0	\$0.00	2093.75	\$3,873.44
3	2104.518	REMOVE BITUMINOUS PAVEMENT	S F	\$2.00	133	0	\$0.00	810.5	\$1,621.00
6	2112.619	SHOULDER PREPARATION	RDST	\$100.00	7	0	\$0.00	7	\$700.00
7	2221.509	SHOULDER BASE AGGREGATE CLASS 2	TON	\$32.68	144	0	\$0.00	72.91	\$2,382.70
8	2232.504	MILL BITUMINOUS SURFACE (5.0") (P)	S Y	\$7.07	18427	0	\$0.00	18427	\$130,278.89
9	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;C)	TON	\$93.77	5248	0	\$0.00	5542.29	\$519,700.53
10	2360.609	BITUMINOUS PAVEMENT DENSITY INCENTIVE	TON	\$2.40	5180	0	\$0.00	4866.35	\$11,679.24
11	2504.602	ADJUST VALVE BOX-WATER	EACH	\$525.00	24	0	\$0.00	22	\$11,550.00
12	2504.602	ADJUST CURB BOX	EACH	\$295.00	6	0	\$0.00	1	\$295.00
13	2506.502	ADJUST FRAME & RING CASTING	EACH	\$585.00	12	0	\$0.00	19	\$11,115.00
14	2521.518	4" CONCRETE WALK	S F	\$7.60	508	0	\$0.00	555	\$4,218.00
15	2521.618	CONCRETE WALK	S F	\$11.00	1735	0	\$0.00	1652	\$18,172.00
16	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$19.40	50	0	\$0.00	40	\$776.00
17	2531.603	CONCRETE CURB & GUTTER	L F	\$52.65	356	0	\$0.00	353.5	\$18,611.78
18	2531.603	CONCRETE CURB DESIGN V	L F	\$39.50	20	0	\$0.00	38	\$1,501.00

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-030-006 [SAP 28-030-006]

Final Payment No. 6

SAP 028-030-006 [SAP 28-030-006] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
19	2531.618	TRUNCATED DOMES	S F	\$60.00	137	0	\$0.00	115	\$6,900.00
20	2563.601	TRAFFIC CONTROL	LS	\$38,000.00	0.17	0	\$0.00	0.17	\$6,460.00
21	2575.602	SITE RESTORATION	EACH	\$425.00	10	0	\$0.00	10	\$4,250.00
23	2582.503	6" SOLID LINE PAINT	L F	\$0.30	3663	0	\$0.00	7698	\$2,309.40
22	2582.503	4" DBLE SOLID LINE PAINT	L F	\$0.30	3722	0	\$0.00	3627	\$1,088.10
Totals For Section SAP 028-602-013:							\$0.00		\$760,354.91
SAP 028-603-026									
24	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$5.00	501	0	\$0.00	1986	\$9,930.00
25	2104.503	REMOVE CURB & GUTTER	L F	\$6.35	2428	0	\$0.00	2913.5	\$18,500.73
28	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$9.00	97	0	\$0.00	42	\$378.00
27	2104.518	REMOVE CONCRETE WALK	S F	\$1.85	14446	0	\$0.00	13448.25	\$24,879.26
26	2104.518	REMOVE BITUMINOUS PAVEMENT	S F	\$2.00	5983	0	\$0.00	2755	\$5,510.00
30	2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	SQ FT	\$9.43	4798	0	\$0.00	6207	\$58,532.01
29	2104.618	SALVAGE BRICK PAVERS	S F	\$6.80	151	0	\$0.00	132.5	\$901.00
31	2232.504	MILL BITUMINOUS SURFACE (2.5") (P)	S Y	\$3.45	30811	0	\$0.00	30811	\$106,297.95
32	2356.504	BITUMINOUS SEAL COAT (FA-3)	SQ YD	\$1.92	30811	0	\$0.00	28119	\$53,988.48
33	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$5.81	8627	0	\$0.00	7346	\$42,680.26
34	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;C)	TON	\$93.77	4393	0	\$0.00	4756.38	\$446,005.75
35	2360.609	BITUMINOUS PAVEMENT DENSITY INCENTIVE	TON	\$2.40	4352	0	\$0.00	3676.06	\$8,822.54

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-030-006 [SAP 28-030-006]

Final Payment No. 6

SAP 028-030-006 [SAP 28-030-006] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
36	2503.503	12" RC PIPE SEWER	L F	\$100.00	23	0	\$0.00	26	\$2,600.00
37	2504.602	ADJUST VALVE BOX-WATER	EACH	\$525.00	26	0	\$0.00	25	\$13,125.00
38	2504.602	ADJUST CURB BOX	EACH	\$295.00	31	0	\$0.00	14	\$4,130.00
41	2506.502	CONSTRUCT DRAINAGE STRUCTURE TYPE 1	EACH	\$3,500.00	1	0	\$0.00	1	\$3,500.00
39	2506.502	CASTING ASSEMBLY	EACH	\$750.00	1	0	\$0.00	4	\$3,000.00
40	2506.502	ADJUST FRAME & RING CASTING	EACH	\$585.00	55	0	\$0.00	19	\$11,115.00
42	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00	1	0	\$0.00	1	\$2,500.00
43	2521.518	4" CONCRETE WALK	S F	\$7.60	3899	0	\$0.00	2648	\$20,124.80
44	2521.618	CONCRETE WALK	S F	\$11.00	11183	0	\$0.00	12189	\$134,079.00
45	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$19.40	166	0	\$0.00	116.2	\$2,254.28
46	2531.603	CONCRETE CURB & GUTTER	L F	\$52.65	2398	0	\$0.00	2824	\$148,683.60
48	2531.603	CONCRETE CURB DESIGN V	L F	\$39.50	121	0	\$0.00	182	\$7,189.00
47	2531.604	8" CONCRETE VALLEY GUTTER	S Y	\$81.07	27	0	\$0.00	34.3	\$2,780.70
49	2531.618	TRUNCATED DOMES	S F	\$60.00	1101	0	\$0.00	875	\$52,500.00
50	2563.601	TRAFFIC CONTROL	LS	\$38,000.00	0.51	0	\$0.00	0.51	\$19,380.00
51	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYS	\$30,000.00	2	0	\$0.00	2	\$60,000.00
52	2575.602	SITE RESTORATION	EACH	\$425.00	60	0	\$0.00	54	\$22,950.00
53	2582.503	4" SOLID LINE PAINT	L F	\$0.15	442	0	\$0.00	600	\$90.00
55	2582.503	24" SOLID LINE PAINT	L F	\$3.00	130	0	\$0.00	105	\$315.00
54	2582.503	4" DBLE SOLID LINE PAINT	L F	\$0.30	5469	0	\$0.00	5071	\$1,521.30
56	2582.518	CROSSWALK PAINT	S F	\$1.50	5904	0	\$0.00	3731	\$5,596.50
Totals For Section SAP 028-603-026:							\$0.00		\$1,293,860.16

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-030-006 [SAP 28-030-006]

Final Payment No. 6

SAP 028-030-006 [SAP 28-030-006] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
SAP 028-629-008									
57	2104.503	REMOVE CURB & GUTTER	L F	\$6.35	891	0	\$0.00	1028.5	\$6,530.98
59	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$9.00	15	0	\$0.00	15	\$135.00
58	2104.518	REMOVE CONCRETE WALK	S F	\$1.85	6327	0	\$0.00	6760.5	\$12,506.93
60	2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	SQ FT	\$9.43	2064	0	\$0.00	2107	\$19,869.01
61	2232.504	MILL BITUMINOUS SURFACE (2.5") (P)	S Y	\$3.45	11465	0	\$0.00	11465	\$39,554.25
62	2356.504	BITUMINOUS SEAL COAT (FA-3)	SQ YD	\$1.92	11465	0	\$0.00	9895	\$18,998.40
63	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$5.81	3210	0	\$0.00	2723	\$15,820.63
64	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;C)	TON	\$93.77	1620	0	\$0.00	1642.52	\$154,019.10
65	2360.609	BITUMINOUS PAVEMENT DENSITY INCENTIVE	TON	\$2.40	1620	0	\$0.00	1385.06	\$3,324.14
66	2504.602	ADJUST VALVE BOX-WATER	EACH	\$525.00	24	0	\$0.00	22	\$11,550.00
67	2504.602	ADJUST CURB BOX	EACH	\$295.00	14	0	\$0.00	3	\$885.00
68	2506.502	ADJUST FRAME & RING CASTING	EACH	\$585.00	14	0	\$0.00	6	\$3,510.00
69	2521.518	4" CONCRETE WALK	S F	\$7.60	1266	0	\$0.00	1071.5	\$8,143.40
70	2521.618	CONCRETE WALK	S F	\$11.00	4464	0	\$0.00	5368.1	\$59,049.10
71	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$19.40	15	0	\$0.00	67	\$1,299.80
72	2531.603	CONCRETE CURB & GUTTER	L F	\$52.65	891	0	\$0.00	1009	\$53,123.85
73	2531.618	TRUNCATED DOMES	S F	\$60.00	393	0	\$0.00	378	\$22,680.00
74	2563.601	TRAFFIC CONTROL	LS	\$38,000.00	0.32	0	\$0.00	0.32	\$12,160.00

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-030-006 [SAP 28-030-006]

Final Payment No. 6

SAP 028-030-006 [SAP 28-030-006] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
75	2575.602	SITE RESTORATION	EACH	\$425.00	23	0	\$0.00	23	\$9,775.00
76	2582.503	4" SOLID LINE PAINT	L F	\$0.15	3521	0	\$0.00	3158	\$473.70
79	2582.503	24" SOLID LINE PAINT	L F	\$3.00	54	0	\$0.00	25	\$75.00
77	2582.503	4" DOTTED LINE PAINT	L F	\$0.30	202	0	\$0.00	285	\$85.50
78	2582.503	4" DBLE SOLID LINE PAINT	L F	\$0.30	1679	0	\$0.00	1648	\$494.40
81	2582.518	PAVT MSSG PAINT	S F	\$3.00	213	0	\$0.00	257	\$771.00
80	2582.518	CROSSWALK PAINT	S F	\$1.50	3510	0	\$0.00	2646	\$3,969.00
Totals For Section SAP 028-629-008:							\$0.00		\$458,803.19
Change Order 1 - Remove Pedestrian Crosswalk Flasher System									
82	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYS	(\$30,000.00)	2	0	\$0.00	2	(\$60,000.00)
Totals For Change Order 1 - Remove Pedestrian Crosswalk Flasher System:							\$0.00		(\$60,000.00)
Change Order 2 - Inlet Protection									
83	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$143.00	51	0	\$0.00	16	\$2,288.00
Totals For Change Order 2 - Inlet Protection:							\$0.00		\$2,288.00
Project Totals:							\$0.00		\$2,455,306.26

SAP 028-030-006 [SAP 28-030-006] Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change Order	4/16/2019	The Engineer has determined that Item Number 2565.616 Pedestrian Crosswalk Flasher System will be removed from the Contract. The item will be removed from the contract, therefore, no payment will be made. Contract time will not be modified for this change.	(\$60,000.00)	(\$60,000.00)
CO2	Change Order	5/6/2019	The Contract requires the removal of concrete walk and curb and gutter at throughout the project. During the process of removal, the disturbed area will be susceptible to erosion and will require inlet protection. The engineer has determined that constitutes Extra Work. The Contractor shall furnish, install, and maintain the items required for inlet protection. The documentation pertaining to the Contract Change will be located in the Project File. Contract time will not be modified for this change.	\$7,293.00	\$2,288.00
Contract Change Totals:				(\$52,707.00)	(\$57,712.00)



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-000-082-464
Submitted Date and Time: 3-Jan-2020 2:30:04 PM
Legal Name: MATHY CONSTRUCTION CO
Federal Employer ID: 39-0752519
User Who Submitted: sallielC134
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1944788992
Minnesota ID: 8749839
Project Owner: HOUSTON COUNTY
Project Number: SAP 028-030-006
Project Begin Date: 28-May-2019
Project End Date: 09-Aug-2019
Project Location: HOUSTON COUNTY
Project Amount: \$2,468,101.47

Subcontractor Summary

Name	ID	Affidavit Number
W K CONSTRUCTION COMPANY INC	2883946	1773592576
CHIPPEWA CONCRETE SERVICES	6532595	1197793280
TRIERWEILER CONSTRUCTION & SUPPLY	1459792	760569856
MCHUGH EXCAVATING & PLUMBING	2700901	247848960
TRAFFIC MARKING SERVICES INC	8462102	387145728
FAHRNER ASPHALT SEALERS LLC	8753003	711647232
WARNING LITES OF MINNESOTA INC	3086922	1096114176
MAVEN CONSTRUCTION LLC	2636411	1407918080

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

Sallie Schroeder

From: Nathan Sterkel <nsterkel@wk-construction.com>
Sent: Thursday, December 12, 2019 2:12 PM
To: Sallie Schroeder
Subject: FW: Your Recent Contractor Affidavit Request

This message originated outside the MTS organization. Confirm the sender before clicking any links or opening attachments.

Nathan Sterkel
Assistant Office Manager
W K Construction Company, Inc.
608-836-4424 Ext 301

"An Equal Opportunity Employer"

From: MN Revenue e-Services [mailto:eservices.mdor@state.mn.us]
Sent: Thursday, December 12, 2019 2:11 PM
To: Nathan Sterkel <nsterkel@wk-construction.com>
Subject: Your Recent Contractor Affidavit Request

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Completed

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-414-106-144
Submitted Date and Time:	12-Dec-2019 2:10:18 PM
Legal Name:	W K CONSTRUCTION CO INC
Federal Employer ID:	39-1418888
User Who Submitted:	wkconst
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1773592576
Minnesota ID:	2883946
Project Owner:	HOUSTON COUNTY
Project Number:	SAP 028-030-006
Project Begin Date:	16-Jul-2019
Project End Date:	29-Jul-2019
Project Location:	HOUSTON COUNTY
Project Amount:	\$77,008.80
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-808-135-200
Submitted Date and Time: 7-Nov-2019 3:09:30 PM
Legal Name: CHIPPEWA CONCRETE SERVICES INC
Federal Employer ID: 39-1329639
User Who Submitted: ConcreteServ
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1197793280
Minnesota ID: 6532595
Project Owner: HOUSTON COUNTY
Project Number: SAP 028-030-006
Project Begin Date: 14-May-2019
Project End Date: 24-Jul-2019
Project Location: CSAH2-EITZEN; CSAH3-CALEDONIA; CSAH29-LA CRESCENT
Project Amount: \$502,382.90

Subcontractor Summary

Name	ID	Affidavit Number
TRIERWEILER CONSTRUCTION	1459792	760569856

Important Messages

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Contact Us

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Vickie Janicki

From: Steve <steved@trierweilerco.com>
Sent: Thursday, November 07, 2019 3:00 PM
To: Vickie Janicki
Subject: Fwd: Your Recent Contractor Affidavit Request

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Completed

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-317-715-488
Submitted Date and Time: 7-Nov-2019 2:56:06 PM
Legal Name: TRIERWEILER CONSTRUCTION & SUPPLY CO INC
Federal Employer ID: 39-0763544
User Who Submitted: stevedaum
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 760569856

Minnesota ID: 1459792
Project Owner: HOUSTON COUNTY DOT
Project Number: SAP 028-030-006
Project Begin Date: 15-Jul-2019
Project End Date: 16-Jul-2019
Project Location: LA CRESCENT, MN
Project Amount: \$11,112.60
Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

How to View and Print this Request

You can see copies of your requests by going into your History.

This message and any attachments are solely for the intended recipient and may contain nonpublic / private data. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us and immediately and permanently delete this message and any attachments. Thank you.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-068-010-016
Submitted Date and Time:	4-Nov-2019 9:22:13 AM
Legal Name:	MCHUGH EXCAVATING & PLUMBING INC
Federal Employer ID:	39-1322280
User Who Submitted:	McHugh1404
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	247848960
Minnesota ID:	2700901
Project Owner:	HOUSTON COUNTY
Project Number:	SAP028-030-006
Project Begin Date:	18-Apr-2019
Project End Date:	19-Sep-2019
Project Location:	CSAH2-EITZEN;CSAH3-CALEDONIA;CSAH 29 LACRESCENT
Project Amount:	\$277,250.01
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-280-523-808
Submitted Date and Time:	1-Nov-2019 12:36:31 PM
Legal Name:	TRAFFIC MARKING SERV INC
Federal Employer ID:	41-0744761
User Who Submitted:	TrafficJM
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	387145728
Minnesota ID:	8462102
Project Owner:	HOUSTON COUNTY
Project Number:	SAP 028-030-006
Project Begin Date:	21-Aug-2019
Project End Date:	26-Aug-2019
Project Location:	HOUSTON COUNTY
Project Amount:	\$16,788.90
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-201-435-680
Submitted Date and Time: 31-Oct-2019 12:03:37 PM
Legal Name: FAHRNER ASPHALT SEALERS LLC
Federal Employer ID: 11-3804531
User Who Submitted: 8753003
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 711647232
Minnesota ID: 8753003
Project Owner: HOUSTON COUNTY
Project Number: 028-030-006
Project Begin Date: 29-Jul-2019
Project End Date: 30-Jul-2019
Project Location: CSAH2,3,29
Project Amount: \$130,487.77
Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-605-606-944
Submitted Date and Time: 31-Oct-2019 11:21:29 AM
Legal Name: WARNING LITES OF MINNESOTA INC
Federal Employer ID: 36-4762529
User Who Submitted: jjjewels
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1096114176
Minnesota ID: 3086922
Project Owner: HOUSTON COUNTY
Project Number: SAP 028-030-006
Project Begin Date: 03-May-2019
Project End Date: 30-Sep-2019
Project Location: CSAH 2,3 & 29
Project Amount: \$23,000.00
Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-146-943-008
Submitted Date and Time:	3-Jan-2020 2:11:21 PM
Legal Name:	MAVEN CONSTRUCTION LLC
Federal Employer ID:	45-5638721
User Who Submitted:	ROZMIAREK651
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1407918080
Minnesota ID:	2636411
Project Owner:	HOUSTON COUNTY
Project Number:	SAP 028-030-006
Project Begin Date:	21-Jul-2019
Project End Date:	10-Aug-2019
Project Location:	CSAH 3/CASH 29 HOUSTON CTY
Project Amount:	\$3,456.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding_tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

Houston County Agenda Request Form

Date Submitted: January 9, 2020

BOARD DATE: January 28, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Attached is a quote from Fahrner Asphalt for flex patch crack fill repair.
The quote is for \$41,720.00.

Attachments/Documentation for the Board's Review:

Fahrner Asphalt quote.

Justification:

The Highway Department provides crack fill repair under our normal maintenance for our county roads.
The money budgeted will be used for CSAH 16 repairs.

Action Requested:

Board approval needed to accept the Fahrner Asphalt quote.

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

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

Corporate Office
2800 Mecca Drive
Plover, WI 54467



phone 715.341.2868
800.332.3360
fax 715.341.1054

January 9, 2020

PRIME CONTRACTORS

PROJECT NAME: Houston County CR 16

CITY/STATE/ZIP: Spring Grove, MN

COUNTY: Houston

QUOTE DATE: 1/9/2020

BID DUE DATE: NA

PROJECT #: NA

Line #	Item	Description	Quantity	Units	Unit Price	Price
NA	NA	Flex Patch Crack Repair	14,000	LBS	\$2.98 /LB	\$41,720.00

Notes:

1. Payment will be based on actual pounds of sealant placed, aggregate is incidental
2. Sealant will be Crafcro 34540 injected/covered with AC coated chips
3. Sealing of transverse cracks only

Cordially,
Fahrner Asphalt Sealers, LLC

Jeff Sheehan

Prices are subject to change if written contract or notification of job is not received within 30 days. Company policy does not allow performance of work without a signed contract or written agreement.

6615 US Hwy 12 W
Eau Claire, WI 54601
phone 715.874.6070
800.497.4807
fax 715.874.6717

800 Eastline Road
Kaukauna, WI 54130
phone 920.759.1008
800.261.1900
fax 920.759.1019

316 Raemisch Road
Waunakee, WI 53597
phone 608.849.6466
800.898.2102
fax 608.849.6470

4185 Dodge Street
Dubuque, IA 52003
phone 563.550.6231
fax 563.588.1240

2221 Veterans Memorial Pkwy
Saginaw, MI 48601
phone 989.752.9200
fax 989.752.9205

7500 Hudson Blvd., Ste 305
(Minneapolis office)
Oakdale, MN 55128
phone 651.340.6212
fax 651.340.6221

www.FahrnerAsphalt.com

Houston County Agenda Request Form

Date Submitted: January 23, 2020 BOARD DATE: January 28, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Project # SAP 028-599-097 with Generation X Construction which provided for a box culvert on Hatleli Drive in Yucatan Township is complete and ready to be finaled.

Attachments/Documentation for the Board's Review:

Final Contract Voucher (5 need to be signed)
(1-County Claim, 1 Contractor, 1-Auditor's office, and 2-Highway Dept)

Justification:

Action Requested:

Resolution for Final Acceptance needed for contract.

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

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

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION



1124 East Washington St.
Caledonia, MN 55921

Project SAP 028-599-097 [SAP 28-599-097] - SAP 028-599-097 Construct Br# R0624 (Old) 28J64 (New)
Final Payment No. 3

Contractor: Generation X Construction LLC
PO Box 490
Rushford, MN 55971

Contract No. 292
Vendor No. 6080
For Period: 9/5/2019 - 12/13/2019
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$106,294.00
Contract Changes	\$0.00
Revised Contract	\$106,294.00

Work Certified To Date

Base Bid Items	\$110,654.50
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$110,654.50

Funds Encumbered

Original	\$106,294.00
Additional	N/A
Total	\$106,294.00

	Work Certified This Payment	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date
SAP 028-599-097 [SAP 28-599-097]	\$1,000.00	\$110,654.50	\$0.00	\$104,171.77	\$6,482.73	\$110,654.50
Percent Retained: 0.0000%						
Amount Paid This Final Payment					\$6,482.73	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

Approved By Generation X Construction LLC

County/City/Project Engineer

Contractor

Date

Date

Generation X Construction

1/21/2021

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-599-097 [SAP 28-599-097]

Final Payment No. 3

**Houston County DOT
Certificate of Final Contract Acceptance**

Low S.P. No.: SAP 028-599-097 [SAP
28-599-097]

Final Voucher No.: 3

Contract No.: 292

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of Minnesota as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated _____ Signature _____ County/City/Project
Engineer _____

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$110,654.50 and agrees to the amount of \$6,482.73 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor Generation X Construction LLC

By Ryan Oien

And _____ And _____

State of Minnesota, Houston County DOT

On This 21st Day January, 2020, Before me appeared Ryan Oien To me
known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as
his free to act and deed

(Corporate Acknowledgment)

_____ And _____, to me personally known, who, being each by
me duly sworn

each did say that they are respectively the owner and _____ of the

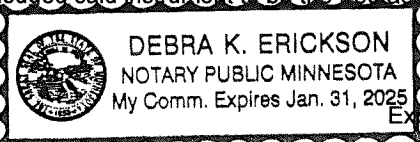
Generation X LLC Corporation named in the foregoing instrument, and that the seal affixed to said instrument
is the

Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of
its

_____ and said _____ and

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial



My Commission as Notary Public in Fillmore County

Seal

Expires Jan 31, 2025 Signature Debra K Erickson

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-599-097 [SAP 28-599-097]

Final Payment No. 3

**Houston County DOT
Certificate of Final Acceptance
County Board Acknowledgment**

Contract Number: 292
Contractor: 6080 - Generation X Construction LLC
Date Certified: 12/13/2019
Payment Number: 3

Whereas; Contract No. 292 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the Houston County DOT and authorize final payment as specified herein.

Houston County DOT
State of Minnesota

I, _____, County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At _____, Minnesota

Signed By _____
County _____

(SEAL)

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-599-097 [SAP 28-599-097]

Final Payment No. 3

SAP 028-599-097 [SAP 28-599-097] Payment Summary

No.	From Date	To Date	Work Certified Per Payment	Amount Retained Per Payment	Amount Paid Per Payment
1	02/25/2019	08/08/2019	\$94,011.25	\$4,700.56	\$89,310.69
2	08/09/2019	09/04/2019	\$15,643.25	\$782.17	\$14,861.08
3	09/05/2019	12/13/2019	\$1,000.00	(\$5,482.73)	\$6,482.73
Totals:			\$110,654.50	\$0.00	\$110,654.50

SAP 028-599-097 [SAP 28-599-097] Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date
001	89,628.00	0.00	85,146.60	4,481.40	89,628.00
002	21,026.50	0.00	19,025.17	2,001.33	21,026.50
Totals:	\$110,654.50	\$0.00	\$104,171.77	\$6,482.73	\$110,654.50

SAP 028-599-097 [SAP 28-599-097] Funding Source Report

Accounting No.	Funding Source	Amount Paid This Payment	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
5130	Town Bridge	5,982.73	96,294.00	96,294.00	100,654.50
5131	Local	500.00	10,000.00	10,000.00	10,000.00
Totals:		\$6,482.73	\$106,294.00	\$106,294.00	\$110,654.50

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-599-097 [SAP 28-599-097]

Final Payment No. 3

SAP 028-599-097 [SAP 28-599-097] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
Non-Participating									
7	2021.501	MOBILIZATION	LS	\$1,500.00	0.3	0	\$0.00	0.3	\$450.00
8	2101.501	CLEARING & GRUBBING	LS	\$500.00	1	0	\$0.00	1	\$500.00
9	2105.507	COMMON EXCAVATION (P)	C Y	\$9.50	82	0	\$0.00	82	\$779.00
11	2105.507	SUBGRADE EXCAVATION	C Y	\$9.45	50	0	\$0.00	0	\$0.00
10	2105.507	COMMON BORROW (EV)	C Y	\$10.00	335	0	\$0.00	196	\$1,960.00
12	2105.601	ONE LANE BYPASS (12' LANE)	LS	\$750.00	1	0	\$0.00	1	\$750.00
13	2211.509	AGGREGATE BASE CLASS 5	TON	\$25.00	95	0	\$0.00	234.01	\$5,850.25
19	2211.509	AGGREGATE BASE CLASS 5Q	TON	\$25.00	82	0	\$0.00	113.69	\$2,842.25
14	2442.501	REMOVE EXISTING BRIDGE	LS	\$1,500.00	1	0	\$0.00	1	\$1,500.00
15	2563.601	TRAFFIC CONTROL	LS	\$1,000.00	0.3	0	\$0.00	0.3	\$300.00
16	2575.501	TURF ESTABLISHMENT	LS	\$2,000.00	1	0.5	\$1,000.00	1	\$2,000.00
17	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$2.50	1067	0	\$0.00	1638	\$4,095.00
18	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$1,000.00	0.6	0	\$0.00	0	\$0.00
Totals For Section Non-Participating:							\$1,000.00		\$21,026.50
Participating									
1	2021.501	MOBILIZATION	LS	\$1,500.00	0.7	0	\$0.00	0.7	\$1,050.00
2	2412.502	16X5 PRECAST CONCRETE BOX CULV END SECT	EACH	\$13,000.00	2	0	\$0.00	2	\$26,000.00
3	2412.503	16X5 PRECAST CONCRETE BOX CULVERT	LIN FT	\$1,350.00	40	0	\$0.00	40	\$54,000.00
4	2451.507	COARSE AGGREGATE BEDDING (CV)	C Y	\$25.00	118	0	\$0.00	163.12	\$4,078.00
5	2511.507	RANDOM RIPRAP CLASS IV	C Y	\$38.00	100	0	\$0.00	100	\$3,800.00
6	2563.601	TRAFFIC CONTROL	LS	\$1,000.00	0.7	0	\$0.00	0.7	\$700.00
Totals For Participating:							\$0.00		\$89,628.00
Project Totals:							\$1,000.00		\$110,654.50



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-359-681-056
Submitted Date and Time: 14-Nov-2019 11:47:02 AM
Legal Name: RYAN M OIAN
Social Security Number: ***-**-0985
User Who Submitted: fair2011
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 391471104
Minnesota ID: 8128118
Project Owner: HOUSTON COUNTY HIGHWAY DEPARTMENT
Project Number: SAP 028-599-097
Project Begin Date: 23-Jul-2019
Project End Date: 17-Aug-2019
Project Location: HOUSTON COUNTY HATLELI DRIVE
Project Amount: \$106,294.00
Subcontractors: No Subcontractors

Important Messages

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Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.

RESOLUTION NO. 20-15

**FINAL ACCEPTANCE OF CONTRACT NO. 292
GENERATION X CONSTRUCTION LLC**

January 28, 2020

WHEREAS, Contract No. 292 has in all things been completed, and the County Board being fully advised in the premises; and

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners accepts said completed project for and on behalf of the Houston County DOT and authorize final payment as specified herein.

*****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 January 28, 2020.

WITNESS my hand and the seal of my office this 28th day of January 2020.

From: Brian Swedberg
To: [Jeff Babinski](#)
Cc: [Mark Inglett](#)
Subject: RE: county board meeting next week
Date: Friday, January 24, 2020 11:46:35 AM
Attachments: [2015 side by side buyers order.pdf](#)

Jeff,

Request to purchase a side by side:

We received a two year grant from the MN DNR: \$4,794 each year totaling \$9,588.00. The fall of 2019, we sold the Sheriff's Office old ATV (\$1,743.75) and side by side (\$3,830.50) totaling: \$5,574.25

Total between grant and sales: \$15,162.25

We are requesting to purchase a 2015 (used) Polaris 900 crew cab with hardtop, hard doors, windshield, rear window, winch, heater, etc. from M & M lawn & Leisure – Rushford for \$14,999.00 plus \$75.00 document/admin fees totaling \$15,074.00.

A new side by side with the same options would cost over \$25,000.00.

Sincerely,

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

Office: 507-725-3379 ext. 4102

Cell: 507-724-8818

Fax: 507-725-2238

preserving the peace and public trust

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M&M Lawn & Leisure - Rushford

906 Enterprise Drive
Rushford MN 55971
507-864-7781

Houston County Sheriff Department

Buyer's Order

306 S Marshall ST Suite 1100
Houston MN 55921

Date 01/10/2020
Deal No. 4002834
Salesperson Brett Benson
Lienholder No Lien Holder

H W 5077255960 C 507-725-9560 Email brian.swedberg@co.houston.mn.us

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
Used	2015	POLARIS	R15RUE87AS	4XARUE873FB931347	U931347	\$14,999.00

Options:

Dealer Unit Price	\$14,999.00
Factory Options	\$0.00
Added Accessories	\$0.00
Freight	\$0.00
Dealer Prep	\$0.00

Notes:

Trade Information

Cash Price	\$14,999.00
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$14,999.00
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$75.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$75.00
Sub Total (Net Sale + Other Charges)	\$15,074.00
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$15,074.00

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

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: 1/16/2020

Person requesting appointment with County Board: Aaron Lacher

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

Issue: Requesting Board approval for the purchase of a 2020 Freightliner M2 106 SA, and a 2020 Galbreath Hooklift. Purchases will be made utilizing State of Minnesota cooperative purchasing ventures (i.e. state bid) #124640 and #152164 respectively. This is a budgeted expense. Cost of equipment is as follows:

2020 Freighliner M2 106 SA	\$ 80,340
Truck Sales Tax (estimate)	\$ 5,222
Galbreath U13-HK-120 Hooklift, Installed	\$ 32,473
Plate & Title (estimate)	\$ 50
	\$ 118,085

Attachments/Documentation for the Board's Review: Quotes and brochures for both units are attached.

Justification: The new truck and hook will replace an existing 2007 Ford Sterling Acterra, and a Steller hook believed to be from the 1980s. The existing truck was purchased used in 2009, and an existing hook was installed on it. The truck has 107,224 miles as of August 2019.

This truck is used to transport roll-off containers for fiber (i.e. cardboard and paper), rigids (i.e. bottles and cans), mattresses, and electronic waste to and from the five drop sites, the recycling center, and to vendors in La Crosse, WI. It is estimated the current hook has moved 80,000+ containers in its lifetime. While a durable item, the existing hook has been re-welded numerous times, most recently in December of 2019, when a rear container roller assembly broke. All components have begun corroding, and the hook itself is bent and elongated. In the past year, \$6,400 in repairs were required for the truck, including a new radiator, fuel pump, water pump, dash gages, and replacement of various piping and hosing components. Issues continue with the brake system air tanks, the cabin floor is beginning to rust through, the exhaust system needs replacing, the ignition switch periodically does not work, and the electrical system has needed periodic work. The truck collided with a deer in December 2019, resulting in damage to the grill, fender and headlight assembly; and an insurance claim is being processed. The proposal is to sell the existing truck and hook as a unit after receiving a replacement.

The truck was selected with input from Environmental Service drivers and Houston County DOT. The County previously purchased this same model, in 2017. Having two Freightliner M2s in the fleet will maximize staff familiarity with the model, and will provide routine maintenance efficiencies. The hook

Action Requested: Motion to approve the purchase of a 2020 Freightliner M2 106 SA, and a 2020 Galbreath Hooklift per the quotes provided.

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

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

Single Axle Cab & Chassis

VENDOR NAME Boyer Trucks Superior

YEAR, MAKE AND MODEL 2020 Freightliner M2 106 SA

This section for use when ordering

WB

CA

AF

Rear Ratio

Cab Color

Wheel

Color

Notes

Grand Total \$ 80,340.00

Manufacturers Order Code	Spec #	Description	Qty	Price	Subtotal
	1.0	Price for base unit:	1	\$ 55,875.00	\$ 55,875.00
	2.0	FRAME OPTIONS			
549-093	2.1	Front frame extension		\$ 332.00	\$ -
MC	2.2	Custom hole punching in frame		\$ 34.00	\$ -
556-997	2.3	Deduct for no front bumper		\$ (113.00)	\$ -
551-002	2.4	Frame fastener option (bolt or huck spun)	1	\$ 139.00	\$ 139.00
	2.5	Frame, R.B.M., S.M., PSI, CA		\$ -	
546-021	2.6			\$ 95.00	\$ -
MC	2.7	635,000 / 12.58 / 50,000 / 117" to 119" CA		\$ 306.00	\$ -
MC	2.8	635,000 / 12.58 / 50,000 / 120" to 159" CA		\$ 558.00	\$ -
MC	2.9	635,000 / 12.58 / 50,000 / 160" to 163" CA		\$ 631.00	\$ -
MC	2.10	635,000 / 12.58 / 50,000 / 164" to 204" CA		\$ 49.00	\$ -
546-094	2.11	986,400 / 12.33 / 80,000 / up to 119" CA		\$ 260.00	\$ -
MC	2.12	986,400 / 12.33 / 80,000 / 120" to 121" CA		\$ 300.00	\$ -
MC	2.13	986,400 / 12.33 / 80,000 / 122" to 141" CA		\$ 405.00	\$ -
MC	2.14	986,400 / 12.33 / 80,000 / 142" to 159" CA		\$ 656.00	\$ -
MC	2.15	986,400 / 12.33 / 80,000 / 160" to 168" CA		\$ 141.00	\$ -
546-093	2.16	1,205,600 / 15.48 / 80,000 / up to 119" CA		\$ 352.00	\$ -
MC	2.17	1,205,600 / 15.48 / 80,000 / 120" to 121" CA		\$ 405.00	\$ -
MC	2.18	1,205,600 / 15.48 / 80,000 / 122" to 141" CA		\$ 528.00	\$ -
MC	2.19	1,205,600 / 15.48 / 80,000 / 142" to 159" CA		\$ 780.00	\$ -
MC	2.20	1,205,600 / 15.48 / 80,000 / 160" to 191" CA		\$ 955.00	\$ -
MC	2.21	1,205,600 / 15.48 / 80,000 / 192" to 204" CA		\$ 193.00	\$ -
546-092	2.22	1,358,400 / 16.98 / 80,000 / up to 119" CA		\$ 405.00	\$ -
MC	2.23	1,358,400 / 16.98 / 80,000 / 120" to 124" CA		\$ 561.00	\$ -
MC	2.24	1,358,400 / 16.98 / 80,000 / 125" to 159" CA		\$ 812.00	\$ -
MC	2.25	1,358,400 / 16.98 / 80,000 / 160" to 180" CA		\$ 937.00	\$ -
MC	2.26	1,358,400 / 16.98 / 80,000 / 181" to 204" CA		\$ 21.00	\$ -
546-099	2.27	1,479,600 / 12.33 / 120,000 / up to 119" CA		\$ 232.00	\$ -
MC	2.28	1,479,600 / 12.33 / 120,000 / 120" to 121" CA		\$ 323.00	\$ -
MC	2.29	1,479,600 / 12.33 / 120,000 / 122" to 159" CA		\$ 574.00	\$ -
MC	2.30	1,479,600 / 12.33 / 120,000 / 160" to 180" CA			

AMENDMENT #64 FOR 2019 MODELS SA

Manufacturers Order Code	Spec #	Description	Qty	Price	Subtotal
-----------------------------	--------	-------------	-----	-------	----------

17.0 **Delivery Charges:**

17.1 Price per loaded mile List starting point

17.2 Boyer Trucks 1202 Susquehanna Ave Superior WI 54880 or from
first drop ship location

		\$ -
--	--	------

18.0 **Maintenance /Body Shop Repair Rate Per Hour**

18.1 Rate for initial Inspection/Diagnostics

18.2 Rate for Mechanical Work

18.3 Rate for Body Work

\$ 155.00	\$ -
\$ 144.00	\$ -
\$ 93.00	\$ -

19.0 **Quantity Discounts: NA**Total Cost: \$ 80,340.00



Tel: 800.285.0666 | sales@wastequip.com
www.galbreathproducts.com

Single Pivot

SINGLE PIVOT HOOK HOISTS

36 ½" HOOK HEIGHT

MODELS: U09-HK & U13-HK

Single Pivot Hook Hoists are designed for a variety of industry applications including waste, construction, recreation, auto, and more. Purpose-built with a fixed 36 ½" hook height, the U09-HK & U13-HK models haul short containers with a lower overall weight. The simple design of the single pivot hook hoist means fewer moving parts and less maintenance.



Standard Features

- Inside air controls mounted in ergonomic power tower featuring Plug And Play™ wiring
- Back-up alarm & hoist up alarm with signal light in cab
- Secondary manual controls mounted outside on driver's side
- Inside frame rail stationary front & rear container hold downs
- Rear transition container supports
- Rear roller is ductile cast iron with bronze bushing
- T1 Steel Hook, Fixed hook height at 36 ½"
- Welded & bolted on roller stools with 4" OD rollers & bronze bushings
- Rear apron & bumper assembly complete with LED lighting and pintle / reese adaptable
- Steel tank with dual sight / temp gauge and internal return filtration
- Warranty: 2-year limited on hydraulic system
- Customized engineering layouts ensure the best fit for each customer
- Engineered and manufactured in the U.S.

FEATURE	U09-HK & U13-HK
Hoist main frame	Adjustable - structural tubing A500 grade C
Jib frame/pivot tube	Structural tubing A500 grade C & A514 - T1 steel
Hydraulic pump	Gear type 17.5 GPM @1,500 RPM
Operating pressure	3,500 PSI
Hydraulic valve	2 spool / 25 GPM w/ safety bypass
Oil reservoir	13-gallon steel tank w/ internal return filtration
Lift cylinders	(2) dual acting rod type
Jib cylinders	(1) dual acting rod type
Hinge shaft	2" solid steel
Front stops	Jib fully extended
Hold downs	Stationary front and rear
Container stools	Rollers w/ bronze bearings
Rear Roller	4" flared rear tail rollers; 6" on U13-HK
Pickup Hook	A514 - T1 steel
Adjustable hook height	Fixed at 36 ½"



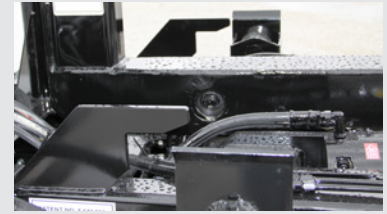
Inside air controls in power tower



One piece rear apron / bumper with LED lighting and pintle / reese hitch adaptable



Secondary outside manual control valve with protective cover



Inside frame rail stationary front & rear container hold downs



Steel tank with dual sight/temp gauge and internal return filtration



Rear transition container supports



T1 steel hook fixed at 36 ½"



Welded & bolted on roller stools with 4" OD rollers & bronze bushings



333 2nd Street NE
Hopkins, MN 55343-8337
952-938-5451
Fax: 952-938-0159
www.abmequip.com

Quote / Order # 111419-404
Date Issued: 11/14/19
Quote Expires On:
Salesman: S. Reiersen

Custom Truck Equipment For The Utility, Construction, Municipal And Refuse Industries

Houston County
1124 East Washington St.
Caledonia, MN 55921

Terms:
PO #:
Phone: 507-450-5498
Fax:
E-mail: patrick.burns@co.houston.mn.us

Attn: Patrick Burns

Qty.	Description	Unit Price
	2020 Galbreath Hooklift per Minnesota State Contract # 152164	
7.2	U13-HK-120 Hooklift - 36" hook height - 13,000 lbs capacity - 10' - 14' boxes - Poly fenders - In cab air controls - Outside controls - Hoist up alarm with signal light - Hoist maintenance props - Backup alarm - Heavy duty rear hinge - Rear bumper with recessed LED lights - Close coupled pump - Mounted - Manuals - Painted black	\$28,888.00
0.0	Hotshift PTO	\$1,475.00
0.0	Rear pull plate with pintle hitch	\$870.00
0.0	ECCO Warning lights (4), two (2) in front grill and two (2) in back bumper with guards	\$690.00
0.0	Furnish and install 18" x 18" x 36" aluminum frame mounted side box with drop down door	\$550.00
ABOVE PRICES DO NOT INCLUDE ANY APPLICABLE TAXES		

DISCLAIMERS

Any warranties on the products sold hereby are those of the manufacturer. As between this retail seller and buyer, all products are sold in an AS IS condition. The entire risk as the quality of the product is with the buyer. Seller does expressly refrain from making any representation or warranties and does hereby disclaim any and all warranties, express or implied. Including any implied warranty of merchantability or fitness for a particular purpose, whether arising from statute, common law, custom or otherwise. The remedy set forth in this agreement shall be the exclusive remedy available to any person. No person has the authority to bind the seller to any representation or warranty other than this disclaimer. This disclaimer by this seller in no way affects the terms of the manufacturer's warranty. The seller shall not be liable for any consequential damages resulting from the use of this product or caused by any defect, failure or malfunction of any product, whether a claim for such damage is based upon warranty, contract, negligence or otherwise. The seller shall not be liable for any loss of profit, wages, earnings, employment, contracts or otherwise. The buyer acknowledges being informed of the above disclaimer prior to sale.

Acceptance Signature: _____

Print Name: _____

Date: _____

Seller Acceptance: _____

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: 1/17/2020

Person requesting appointment with County Board: Aaron Lacher

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

Issue: Final action is needed a wetland application for Horse Track Meadows. The proposed development will impact 2.48 acres of wetlands; 4.96 of wetland credits will be purchased from a wetland bank.

Attachments/Documentation for the Board's Review: An information packet and draft notice of decision is attached.

Justification: The Technical Evaluation Panel (TEP) has reviewed the application and created findings supporting approval of the application.

Action Requested: Motion to approve the Minnesota Wetland Conservation Act application submitted by MSM Development LLC.

For County Use Only

Reviewed by:

County Auditor
Finance Director
IS Director

County Attorney
County Engineer
Other (indicate dept) _____

Zoning/Environmental Service
HR/Personnel

Recommendation:

Decision:

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

Minnesota Wetland Conservation Act

Technical Evaluation Panel Findings Report

Date(s) of Site Visit/Meeting:	<u>10/4/2019, 1/10/2020</u>	LGU:	<u>Houston County</u>
County:	<u>Houston</u>	LGU Contact:	<u>Aaron Lacher</u>
Project Name:	<u>Horsetrack Meadows Development</u>	Phone #:	<u>507-725-5800</u>
Location of Project: (attach map if possible)	<u>25.2208.000</u>	Email Address:	<u>aaron.lacher@co.houston.mn.us</u>

TEP ATTENDEES:

LGU: Brian Pogodzinski, Aaron Lacher

SWCD: Dave Walter

BWSR: Alyssa Core

DNR: Nicole Lehman

OTHER ATTENDEES:

Jim Gardner

Amber Schmitd, WHKS

Jesse Preston, WHKS

David Studenski, Corps of Eng

OTHER ATTENDEES:

Ron Benjamin, DNR

PROJECT DESCRIPTION AND PURPOSE OF MEETING:

The County previously concurred with the wetland delineation done by WHKS at this site (Application Number 89). A development is now proposed at this location that would impact 2.48 acres of wetlands. 4.96 acres of wetland credits would be purchased from a bank to offset these impacts.

The TEP innitally viewed the site during the application for wetland delineation concurrence. TEP considered the current plan during two office meetings. The development plan has been modified several times, and the TEP has communicated frequently.

TYPE OF MEETING: *Check all applicable*

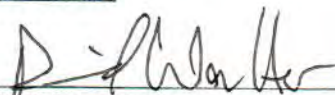

☒ Office ☐ On-Site ☐ Phone Conference ☐ E-Mail ☐ Other: _____

TEP FINDINGS AND RECOMMENDATIONS ¹:

1. Project was first proposed at 75 lots, with an impact of 6.30 acres. Impacts were lessened by reducing the number of lots to 55, and thereby reducing wetland impacts to 2.48 acres.
2. Development is limited adjacent to the City of La Crescent, and proposal fits within the existing Comprehensive Plan.
3. An alternative location further from the city was considered and is expected to require a similar amount of wetland impacts, require a stream crossing, and require an additional lift station, all resulting in an increased cost with similar impacts.
4. A revised technical memo dated January 2, 2020 was provided by the applicant in response to questions from the TEP. TEP discussed the memo, and the included grading plan during their January 10th meeting, and posed additional questions to the applicant. The applicant provided responses and further revised plans on January 14th, which included updated wetland impact quantities.

¹ TEP Findings should be a meaningful concise summary detailing the project conditions, technical data, and what rules apply. The TEP recommendation should be clear, based on rule and best professional judgement.

SIGNATURES

	<u>1/16/2020</u>		
SWCD Representative	Date	BWSR Representative	Date
Do not concur <input type="checkbox"/>		Do not concur <input type="checkbox"/>	
	<u>1/16/2020</u>		
LGU Representative	Date	DNR Representative	Date
Do not concur <input type="checkbox"/>		Do not concur <input type="checkbox"/>	

¹ TEP Findings should be a meaningful concise summary detailing the project conditions, technical data, and what rules apply. The TEP recommendation should be clear, based on rule and best professional judgement.



HOUSTON COUNTY

ENVIRONMENTAL SERVICES

Solid Waste • Recycling • Zoning
304 South Marshall Street – Room 209, Caledonia, MN 55921
Phone: (507) 725-5800 • Fax: (507) 725-5590



12/10/2019

Nathan Anderson
2905 South Broadway
Rochester, MN 55904

Dear Mr. Anderson,

I request that you provide responses to the questions below to aid the TEP in developing findings.

1. Your application indicates the project is located in S09 T104 R004 and S08 T104 R004, identify the affected quarter sections.
2. Provide the minor watershed(s) for the bank site.
3. Provide a list of all MSM Development LLC's principal officers, parent companies, owners, partners, and joint venturers.
4. Is the proposed stub to the north property required by ordinance/code etc.? If so, include what ordinance/code requires that access. If not, can that stub be removed, and a turnaround created that will impact less wetland? If not describe what restrictions prevent that. Currently the site does not provide access to this parcel.
5. "The Blufflands Plan" includes a map showing development limitations. Provide a percentage of the land that is precluded from development because of the restrictions.
6. Labeling on figures – are hashed lines in the lots required setbacks?
7. Grading plan – What effect will the proposed grading have on the remaining wetlands (wetland 3 and 7)? The elevations at the rear of the lots is shown as 710, however the wetland appear to be at around elevation 714/715. How will the proposed grading affect hydrology currently on the site? Will pooling occur at the base of the slope and potentially change wetland types or move hydrology from wetland areas to non-wetland areas?
8. The plan shows impacts to the southern finger of the far east wetland (wetland 16). What are those impacts for?
9. Has the applicant/consultant entered into a purchase agreement signed by the applicant and bank holder? If so, please provide.

Aaron Lacher

This document has been electronically signed.

Aaron Lacher
Zoning Administrator
Houston County

PHASE I ARCHEOLOGICAL SURVEY
OF THE PROPOSED
HORSETRACK MEADOWS RESIDENTIAL DEVELOPMENT,
LA CRESCENT, HOUSTON COUNTY, MINNESOTA

Sections 8 and 9, T104N, R4W

BCA 2656

**THIS REPORT MAY CONTAIN SITE LOCATION INFORMATION
NOT FOR PUBLIC DISTRIBUTION**

Prepared for
MSM Development LLC
5130 County Road 21
La Crescent, Minnesota 55947

Prepared by
Lowell Blikre
Principal Investigator
(MN License 19-008)

Bear Creek Archeology, Inc.
P.O. Box 347
Cresco, Iowa 52136
Derek V. Lee, Director

December 2019

MANAGEMENT SUMMARY

Bear Creek Archeology, Inc. has conducted a Phase I cultural resources investigation of the proposed Horsetrack Meadows Residential Development for MSM Development LLC. The project area is located in the western extent of the city limits of La Crescent, south of County Road 6 in Sections 8 and 9, T104N, R4W. This area is irregular in shape and totals 15.5 ha (38.4 ac) in size. The fieldwork for this project was conducted in November 2019.

The project area is positioned on a Savanna Terrace composed of fine sediment derived from a glacial meltwater lake. This terrace has a steeply sloping escarpment above Pine Creek, a minor tributary of the Mississippi River. Most of the project area is covered by a fallow agricultural field and the access corridor follows an existing bladed field driveway. Prior to the fieldwork the owner plowed multiple strips across the field and these exposures were walked and examined during the Phase I survey. Additionally, shovel testing ($n = 52$) was conducted in a brushy area and around the location where a rock (later determined to be noncultural) was collected. No sites were located. The project area is eroded and poorly drained and is considered to have low archeological site potential. Much of the project area has been delineated as wetland. A portion of the area was used for sediment borrow and other disturbances include the excavation of a drainage ditch through the central part of the terrace. No buildings or structures are present in the area and none are indicated on the historic maps and aerial photographs. No previously recorded sites are documented for the area.

Based on the results of the Phase I investigation, no cultural resource properties are within the project area. No additional cultural resources investigations are recommended for the proposed Horsetrack Meadows Residential Development project area.

Information contained in this report relating to the nature and location of archaeological sites is considered private and confidential and not for public disclosure in accordance with Section 304 of the National Historic Preservation Act (54 U.S.C. § 307103); 36 CFR Part 800.6 (a)(5) of the Advisory Council on Historic Preservation's rules implementing Sections 106 and 110 of the Act; Section 9(a) of the Archaeological Resource Protection Act (54 U.S.C. § 100707) and, Chapter 22.7.



HOUSTON COUNTY ENVIRONMENTAL SERVICES

Solid Waste • Recycling • Zoning
304 South Marshall Street – Room 209, Caledonia, MN 55921
Phone: (507) 725-5800 • Fax: (507) 725-5590



12/4/2019

Nathan Anderson
2905 South Broadway
Rochester, MN 55904

Dear Mr. Anderson,

Houston County is hereby extending the deadline for action on the wetland application you submitted on behalf of MSM Development by sixty days to February 4, 2020. This extension is needed to allow time for the TEP to create findings based on the application.

Respectfully,

Aaron Lacher

This document has been electronically signed.

Aaron Lacher
Zoning Administrator
Houston County

Cc: MSM Development LLC, TEP

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



October 16th, 2019

Kerrie J. Hauser
Project Manager
US Army Engineer District
St. Paul District - Regulatory
180 5th St. East
Suite 700
St. Paul MN 55101

RE: La Crescent, MN
Horsetrack Meadows Development
USACE Response

Dear Ms. Hauser:

MSM Development LLC is proposing to develop a housing development within La Crescent city limits. The proposed development will impact approximately 2.45 acres of pre-existing, Type 2 wetland. Wetland credits will be purchased for all wetland impacts on site. A joint application form was submitted on September 9th, 2019. This document is in response to the letter received from the U.S Army Corps of Engineers on September 20th of 2019 (attached).

In the USACE response letter, WHKS & Co. was asked to provide additional information on site alternatives as well as avoidance and minimization measures. Our responses are provided below.

1) Alternatives: Off-Site Analysis

“Provide an off-site alternative analysis. An off-site alternative analysis should include properties that may or may not be currently owned by the applicant. Include drawings and aquatic resource impacts for the various alternatives. Discuss the practicability of each alternative. The project must be the least environmentally damaging practicable alternative (LEDPA) that meets the project’s purpose and need.”

The selection of the current site for the proposed housing development was part of a carefully planned project that will allow for the City of La Crescent to expand. The City had been considering developing this property for the last 20 years. This is summarized in the City of La Crescent Comprehensive Plan. Applicable sections of the Comprehensive Plan area attached in Appendix A. The Comprehensive Plan can also be found at <https://www.cityoflacrescent-mn.gov/city-government/planning-commission/>.

As discussed in the joint application form, the topography and location of the City of La Crescent makes expansion very difficult. The City is essentially land-locked by Blue Lake and the Mississippi River to the East and by steep bluffs and hillsides to the north and south. When viewing LIDAR-derived contours and mapped NWI wetlands in the City of La Crescent and surrounding areas, it is evident that the most feasible area for expansion is within a narrow valley to the west (Figure 1.1).

The proposed site is the first available land within this valley. The proximity of this site allows for sewer and water mains to be extended directly from the existing housing development without requiring miles of utility lines. Extending utilities to the proposed site will allow for additional development westward in the future.

As part of the off-site analysis, we considered developing a site approximately 0.5 miles west of the current site. This location is shown in Figure 1.2. In order to provide this location with City water and sewer, utility lines would need to be extended approximately 0.66 miles to the site. Another issue with extending water and sewer lines to this location would be that the sewer would have to cross Pine Creek, a public water. Crossing Pine Creek would also require an additional lift station for the sanitary sewer lines (one lift station is already needed to cross the small lowland area between the Crescent Valley Subdivision and the proposed subdivision). Therefore, in order to extend sanitary sewer to this location farther to the west, two lift stations would be needed, and there would be no sewer services between these two lift stations. It is also very likely that this alternative site will contain wetlands as well, given that mapped NWI wetlands are shown directly adjacent to the site.

WHKS was advised by USACE to consider developing in a more upland area. However, developments in more upland areas likely will encounter other issues. For example, in 2015, a housing development (Stony Point) was proposed to be constructed along the hillside directly west of the City of La Crescent (Figures 1.3 & 1.4). However, this project was determined to be too large of an impact on the bluff, and the City opted to protect the property by not developing it. The City has several bluff areas already in conservation easements and is considering adding this to the easement. The importance of bluff land conservation is discussed in the City of La Crescent Blufflands Plan. Relevant sections are provided in Appendix B. This report can also be found at <https://www.cityoflacrescent-mn.gov/news/page/2/>.

USACE also advised WHKS to consider developing empty lots in the northern part of the City. This alternative was considered and although there are a handful of undeveloped, standard-sized lots throughout the City, there is not enough of these lots to provide the amount of housing needed for this growing city. Also, developing empty lots within the City will only provide a small amount of additional housing before the City of La Crescent is presented with the same issue it currently has, no areas for additional development. Developing land within the valley to the west is the only option the City of La Crescent has for future growth.

2) Alternatives: On-Site Analysis

“Provide a more thorough on-site and off-site alternatives analysis. It appears that there is potential on site to further reduce wetland impacts by changing lot sizes or shapes.”

In July 2018, a wetland delineation was conducted at the proposed site. This delineation concluded that there is 10.6 acres of Type 2 wetland within the investigation limits (Figure 2.1). These wetlands are extremely degraded and are dominated by invasive and non-native plants, including reed canary grass. The wetlands on site have been farmed and excavated in the past. In the northeastern portion of the site, a portion of the clay was removed to provide material for a clay cap at a nearby landfill. In the area where clay had been excavated, conditions were significantly dryer than the rest of the site. The clay on site restricts water from infiltrating and allows for perched conditions to become

established. This explains the presence of wetlands on an upland area adjacent to Pine Creek.

As previously stated in the Joint Application Form, the current development plans have already been modified numerous times to limit wetland impacts. The original development plan created before the wetland delineation was performed is shown in Figure 2.2. This development would have impacted 6.30 acres of wetlands and would have created 75 Lots. After conducting the wetland delineation, this development plan was greatly reduced, as shown in Figure 2.3. The number of lots was decreased to 55 and the amount of wetland impacted was also decreased to 2.45 acres of impact. This proposed grading plan has been specifically designed to avoid disturbances to the majority of the wetlands on site.

If the plans are modified yet again to further reduce lot sizes and the number of lots available, this project will likely no longer be feasible. The hard costs of the project, regardless of the number of lots created, is approximately \$1.5 million. This cost includes the construction of the entrance road to the subdivision, the lift station, the utility extension, and the land acquisition. The developer would not go forward with this project if the hard costs exceeded \$28,000 per lot, as this is only the cost of getting to the site, not the cost of developing the subdivision. Therefore, in order for this project to go forward, a minimum of 54 lots had to be created.

Of the 10.60 acres of wetlands delineated, only 2.45 acres will be disturbed. The remaining 8.15 acres of wetlands not disturbed by the project will remain in their existing condition. Originally, to account for the wetlands disturbed by the proposed development, on-site mitigation and restoration of the undisturbed wetlands within the project area was planned (attached in Figure 2.4). However, since these wetlands are mainly supported by perched conditions, hydrology is limited largely to precipitation. Due to the limited hydrology on site, restoration of these wetlands would not be cost efficient and on-site mitigation was deemed not feasible (See Appendix C). As a result, these wetlands will remain in their existing condition, and wetland credits will be purchased for all impacts on site. Three wetland banks within the service area have been contacted and all agreed to withhold 4.9 credit-acres for this project (Appendix D). We plan on purchasing credits from the McNallan Real Estate Wetland Bank.

3) Alternatives: Road Stub West of Lot 41

“Explain the purpose for the road stub to the west of Lot 41, it appears to point directly to the middle of Wetland 12. Is there potential to move the road stub to where lot 45 is currently planned?”

WHKS was asked to explain the purpose of the road stub directly west of lot 41 on the proposed grading plan. This road stub is important as it provides the landowner of the parcel to the north access to their parcel. The parcel to the north is under a different ownership, and access to this parcel must still be maintained. There is access to the northern part of this parcel from County Road 6; however, it is difficult to access the southern part of this parcel from the north since there is a steep valley that bisects the parcel (shown in Figure 3). The exact placement of this road stub is also important as it serves as a turnaround for traffic and emergency vehicles such as fire trucks. USACE asked whether it would be possible to move this road stub to the location of proposed lot 45. We examined the possibility of this but do not recommend it, as this would leave a 350-foot dead-end.

The parcel to the north may not be developed in the future, hence the city is not requiring that utility lines be extended to the plat limits. The parcel to the north is currently not within City limits.

4) Avoidance and Minimization: BMPs

“Please provide avoidance and minimization measures that have been proposed to reduce impacts to aquatic resources. This may include best management practices that may be implemented during construction.”

As stated previously in Section 2 and in the Joint Application Form, the current development plans have already been modified numerous times to limit wetland impacts. The proposed plans have been specifically designed to avoid disturbances to the majority of the wetlands on site. Best management practices that will be implemented during construction are the standard stormwater BMPs. A silt fence will be placed around the construction limits to protect the existing wetlands that are not proposed to be impacted by the project. Erosion blankets will be placed on steep slopes, and all disturbed areas will be seeded after construction has been completed. Vegetative buffers will be used to the greatest extent possible between the undisturbed wetlands on site and the construction limits.

5) Drawings: Project Alternative Impacts

“Provide drawings for each alternative that identifies the impacts to aquatic resources.”

See attached Figures.

6) Tree Removal

“Provide details on the quantity (acreage) of any tree removal in the project area. This information is necessary to evaluate potential effects to the federally threatened northern long-eared bat (NLEB).”

This project will require the removal of approximately 0.73 acres of trees (Figure 6). To limit any potential impacts to the Northern Long Eared Bat, all tree removal will take place between November 1st and March 31st.

7) Adjacent Landowners

“Provide a list of adjacent landowners and their addresses.”

The names and addresses for the adjacent landowners are listed in Table 7 on the following page and the locations of these parcels are shown in Figure 7. This data was accessed from Houston County Parcel Data received from the County in January 2019.

Table 7 - Adjacent Parcels

Parcel ID	Owner	Address	City	State	ZIP
08.0091.006	A & K Development LLC	200 Twilite St	La Crescent	MN	55947
08.0100.000	Horn, Christopher 2	1367 County 25	La Crescent	MN	55947
08.0124.003	DE Boer, Michael E	1603 West Ln	La Crescent	MN	55947
08.0124.004	Glover, Kraig & Meredith Purdue	1545 County 6	La Crescent	MN	55947
08.0125.002	Horn, Christopher 2	1367 County 25	La Crescent	MN	55947
08.0131.002	La Crescent Township	830 Town Hall Rd	La Crescent	MN	55947
08.0131.003	A & K Development LLC	200 Twilite St	La Crescent	MN	55947
08.0131.004	Poellinger, John E Jr	1895 County 6	La Crescent	MN	55947
08.0460.000	De Boer, Michael E	1603 West Ln	La Crescent	MN	55947
08.0462.000	Yeiter, Nancy C Hill & David	1635 West Ln	La Crescent	MN	55947
08.0463.000	Shie, Paul M & Catherine	1620 West Ln	La Crescent	MN	55947
08.0497.000	Hanson, Darrell W & R Jane	1774 County 6	La Crescent	MN	55947
08.0498.000	Standifer, Judith M	1787 County 6	La Crescent	MN	55947
08.0507.000	Severson, De Wayne M & Kathleen	727 4th St N	La Crescent	MN	55947
08.0508.000	Rosendahl, Chas A & Shirley A	1703 County 6	La Crescent	MN	55947
08.0509.000	Baumgartner, David J & Rose	1755 County 6	La Crescent	MN	55947
08.0515.000	Hill, Mark & Janice	1651 County 6	La Crescent	MN	55947
08.0516.000	La Crescent Evang Free Church	1675 County 6	La Crescent	MN	55947
08.0521.000	Helming, Kenneth D	550 Hickory Ln	La Crescent	MN	55947
08.0528.000	Semin, Eugene E & Elaine	1567 County 6	La Crescent	MN	55947
25.2138.000	Nedegaard, Keith & Patricia	1580 Valley Ln	La Crescent	MN	55947
25.2204.000	Anderson, Marlin L & Darlene	568 Hickory Ln	La Crescent	MN	55947
25.2205.000	Ulland, Judy K Family Trust	562 Hickory Ln	La Crescent	MN	55947
25.2206.000	Przytarski, James E & Therese	556 Hickory Ln	La Crescent	MN	55947

The narrative above has addressed all the information requested.

If you have any questions or need any additional information, please let us know.

Sincerely,

WHKS & CO.



Amber Schmidt



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

September 20, 2019

Regulatory File No. MVP-2018-03027-KJH

Nathan Anderson
WHKS & Co.
2905 South Broadway
Rochester, Minnesota 55904

Dear Mr. Anderson:

This letter concerns a request by MSM Development, LLC for Department of the Army authorization to discharge fill material into 2.45 acres of wetlands adjacent to a tributary to the Pine Creek in connection with the construction of the proposed Horsetrack Meadows Residential Development. The project site is in Section 8 and 9, Township 104 North, Range 4 West, in Houston County, Minnesota.

As part of our analysis of this project, we must determine whether it complies with the guidelines of Section 404(b)(1) of the Clean Water Act (CWA). These guidelines require that when a project is not "water dependent," that is, it does not need to be located in or near wetlands to serve its basic purpose, it is presumed that there are alternative upland sites available and that the use of the upland sites would be less environmentally- damaging than would be the proposed alteration of the wetland.

Your project does not require access to, or proximity to, or siting within a wetland to fulfill its purpose. Therefore, it is incumbent upon you to clearly rebut the presumption that upland sites are available and would be less environmentally-damaging than your proposal. The fact that you may not own the upland site is not, by itself, sufficient to rebut this presumption as long as upland property is available at a reasonable cost.

In evaluating this project, it appears that there may be a number of upland sites in the area that are suitable for development. Please provide us specific information, such as a site cost comparison or real estate market analysis, as to why you are unable to construct your proposed project on an upland site.

The following information is needed for our office to evaluate your request:

Alternatives:

1. Provide an off-site alternative analysis. An off-site alternative analysis should include properties that may or may not be currently owned by the applicant. Include drawings and aquatic resource impacts for the various alternatives. Discuss the practicability of each alternative. The project must be the least environmentally damaging practicable alternative (LEDPA) that meets the project's purpose and need.
2. Provide a more thorough on-site and off-site alternatives analysis. It appears that there is potential on site to further reduce wetland impacts by changing lot sizes or shapes.

3. Explain the purpose for the road stub to the west of Lot 41, it appears to point directly to the middle of Wetland 12. Is there potential to move the road stub to where lot 45 is currently planned?

Avoidance and Minimization:

4. Please provide avoidance and minimization measures that have been proposed to reduce impacts to aquatic resources. This may include best management practices that may be implemented during construction.

Drawings

5. Provide drawings for each alternative that identifies the impacts to aquatic resources.

Tree Removal:

6. Provide details on the quantity (acreage) of any tree removal in the project area. This information is necessary to evaluate potential effects to the federally threatened northern long-eared bat (NLEB).

Adjacent Landowners:

7. Provide a list of adjacent landowners and their addresses.

Each proposal is judged on its own merits. Permits are issued only when projects comply with the guidelines of the CWA, and would provide public or private benefits that equal or outweigh project detriments. Our regulations require us to deny all other applications in order to protect the public interest in maintaining the integrity of the waters of the United States.

Please forward all pertinent information within the next 30 days so we may conduct our review with a full appreciation of the circumstances. We will continue to evaluate your application in the interim.

If you have any questions, please contact me in our La Crescent office at (651) 290-5903 or kerrie.j.hauser@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,



Kerrie J. Hauser
Project Manager

cc: MSM Development, LLC
Houston County Environmental Services, Aaron Lacher
BWSR, Alyssa Core
MN DNR, Nicole Lehman

Appendix C: On-Site Wetland Mitigation Cost Estimate

Engineer's Opinion of Probable Construction Costs
8679
Onsite Wetland Replacement
La Crescent, Minnesota
July 17, 2019

Line	Item Description	Approx. Quantities	Unit of Measure		Unit Price	Total Amount
2	Common Excavation, (P)	35,000	CY	@	\$3.50	\$122,500.00
3	Strip, Salvage, and Respead 6" topsoil	5,800	CY	@	\$5.00	\$29,000.00
4	Wetland Seeding	7.2	Acre	@	\$1,000.00	\$7,200.00
5	Wetland Control Structure	1	Each	@	\$10,000.00	\$10,000.00
7	5 Years Monitoring	5	Each year	@	\$3,500.00	\$17,500.00
Subtotal						\$186,200.00
Contingencies 10%						\$18,600.00
Total						\$204,800.00

Appendix D: Wetland Bank Credit Agreement

Amber Schmidt

From: bullmode@yahoo.com
Sent: Wednesday, October 9, 2019 11:05 AM
To: Amber Schmidt
Subject: Re: Graner Wetland Bank - Wabasha County

Good Morning Amber,

Thanks for reaching out to Graner Wetland Bank #1580 regarding our available wetland credits and pricing. Currently our cost for Type 2 Fresh (Wet) Meadow credits is \$36,000 per credit. All associated BWSR credit withdrawal fees would be assessed additionally.

Our credits are all Corps approved. We are an easy and very responsive bank to work with, and do not require a monetary deposit to securely reserve the credits while you are in the process of getting your project through the "channels". Feel free to contact me if you have any further questions, or if I can be of any assistance.

Best Regards,

Jane Glomski
Graner Wetland Bank #1580
(507) 990-7864

On Wednesday, October 9, 2019, 09:36:35 AM CDT, Amber Schmidt <aschmidt@whks.com> wrote:

Hello Jane,

I was interested in reserving wetland credits for a development project. We will need to purchase 4.9 credit-acres of Fresh (Wet) Meadow.

Could I please get a cost estimate per credit-acre for this wetland type?

Thank you,

Amber Schmidt

www.whks.com



Amber Schmidt

From: McNallan Farms <mcnfarms@yahoo.com>
Sent: Thursday, October 10, 2019 2:13 PM
To: Amber Schmidt
Subject: Re: McNallan Real Estate Wetland Bank

Amber

We have 4.9 acres of Type 2 Wetland credits available for \$35,000 per acre credit.

Thanks
Steve McNallan
(507)254-0457
Sent from my iPhone

On Oct 10, 2019, at 9:42 AM, Amber Schmidt <aschmidt@whks.com> wrote:

Hello Paul,

I was interested in reserving wetland credits for a development project. We will need to purchase 4.9 credit-acres of Type 2 Wetland. I believe you have worked with my colleague, Nathan Anderson, in the past.

Could I please get a cost estimate per credit-acre for this wetland type?

Thank you,

Amber Schmidt
www.whks.com

<image009.jpg>

<image010.png> <image011.png> <image012.png>

Amber Schmidt

From: MarkW <markw@ggg.to>
Sent: Monday, October 14, 2019 7:59 AM
To: Amber Schmidt
Subject: RE: Schoenfelder Wetland Bank - Olmsted County

\$1/sq ft for sites less than an acre. Greater than 1 acre purchases at \$35,000/acre.

Buyer pays \$500 for a purchase agreement. Upon approval by the LGU, buyer pays for credits + transaction fee + easement fee + \$2000 processing fee prior to Owner processing the withdrawal form.

Example 1: - less than one acre in size

0.20 acre = 8712 sq ft @ \$1.00/sq ft (0.20 credits)
Purchase Agreement = \$500 (non refundable)
Credit costs = 8712 sq ft x \$1.00 = \$8712.00
Withdrawal fee = \$2577 x 0.20 credits = \$515.40
Easement fee = \$302 x 0.20 credits = \$60.40
Processing fee = \$2000.00 – paid to G-Cubed Inc.
Total = \$11,287.80 or \$1.30/sq ft

Example 2: - more than one acre in size

1.0 acre - price per acre set at \$35,000/acre
Purchase Agreement = \$500 (non refundable)
Credit costs = 1.00 x \$35,000 = \$35,000
Withdrawal fee = \$2577 x 1.0 credits = \$2577.00
Easement fee = \$302 x 1.0 credits = \$302.00
Processing fee = \$2000.00 – paid to G-Cubed Inc.
Total = \$39,879.00 or \$0.9155 sq ft

For your site:

4.9 acre - price per acre set at \$35,000/acre
Purchase Agreement = \$500 (non refundable)
Credit costs = 4.9 x \$35,000 = \$171,500
Withdrawal fee = \$2577 x 4.9 credits = \$12,627.30
Easement fee = \$302 x 4.9 credits = \$1,479.80
Processing fee = \$2000.00 – paid to G-Cubed Inc.
Total = \$188,107.10 or \$0.8813 sq ft

Call with any questions. Let me know if you want a PA drafted and sent over.

Mark R. Welch, PE
G Cubed Engineering, Surveying & Planning Inc.
Office 507-867-1666 ext 105
Mobile 507-261-8148
Fax 507-867-1665

This E-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the E-mail to the intended recipient be advised that you have received this E-mail in error and that any use, dissemination, forwarding, printing, copying of this E-mail is strictly prohibited. If you have received this E-mail in error, please notify G-Cubed Inc. by telephone at 507-867-1666

From: Amber Schmidt <aschmidt@whks.com>
Sent: Wednesday, October 09, 2019 9:47 AM
To: MarkW <markw@ggg.to>
Subject: Schoenfelder Wetland Bank - Olmsted County

Hello Mark,

I was interested in reserving wetland credits for a development project. We will need to purchase 4.9 credit-acres of Fresh (Wet) Meadow. Could I please get a cost estimate per credit-acre for this wetland type?

Thank you,

Amber Schmidt
www.whks.com





DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

September 20, 2019

Regulatory File No. MVP-2018-03027-KJH

Nathan Anderson
WHKS & Co.
2905 South Broadway
Rochester, Minnesota 55904

Dear Mr. Anderson:

This letter concerns a request by MSM Development, LLC for Department of the Army authorization to discharge fill material into 2.45 acres of wetlands adjacent to a tributary to the Pine Creek in connection with the construction of the proposed Horsetrack Meadows Residential Development. The project site is in Section 8 and 9, Township 104 North, Range 4 West, in Houston County, Minnesota.

As part of our analysis of this project, we must determine whether it complies with the guidelines of Section 404(b)(1) of the Clean Water Act (CWA). These guidelines require that when a project is not "water dependent," that is, it does not need to be located in or near wetlands to serve its basic purpose, it is presumed that there are alternative upland sites available and that the use of the upland sites would be less environmentally- damaging than would be the proposed alteration of the wetland.

Your project does not require access to, or proximity to, or siting within a wetland to fulfill its purpose. Therefore, it is incumbent upon you to clearly rebut the presumption that upland sites are available and would be less environmentally-damaging than your proposal. The fact that you may not own the upland site is not, by itself, sufficient to rebut this presumption as long as upland property is available at a reasonable cost.

In evaluating this project, it appears that there may be a number of upland sites in the area that are suitable for development. Please provide us specific information, such as a site cost comparison or real estate market analysis, as to why you are unable to construct your proposed project on an upland site.

The following information is needed for our office to evaluate your request:

Alternatives:

1. Provide an off-site alternative analysis. An off-site alternative analysis should include properties that may or may not be currently owned by the applicant. Include drawings and aquatic resource impacts for the various alternatives. Discuss the practicability of each alternative. The project must be the least environmentally damaging practicable alternative (LEDPA) that meets the project's purpose and need.
2. Provide a more thorough on-site and off-site alternatives analysis. It appears that there is potential on site to further reduce wetland impacts by changing lot sizes or shapes.

3. Explain the purpose for the road stub to the west of Lot 41, it appears to point directly to the middle of Wetland 12. Is there potential to move the road stub to where lot 45 is currently planned?

Avoidance and Minimization:

4. Please provide avoidance and minimization measures that have been proposed to reduce impacts to aquatic resources. This may include best management practices that may be implemented during construction.

Drawings

5. Provide drawings for each alternative that identifies the impacts to aquatic resources.

Tree Removal:

6. Provide details on the quantity (acreage) of any tree removal in the project area. This information is necessary to evaluate potential effects to the federally threatened northern long-eared bat (NLEB).

Adjacent Landowners:

7. Provide a list of adjacent landowners and their addresses.

Each proposal is judged on its own merits. Permits are issued only when projects comply with the guidelines of the CWA, and would provide public or private benefits that equal or outweigh project detriments. Our regulations require us to deny all other applications in order to protect the public interest in maintaining the integrity of the waters of the United States.

Please forward all pertinent information within the next 30 days so we may conduct our review with a full appreciation of the circumstances. We will continue to evaluate your application in the interim.

If you have any questions, please contact me in our La Crescent office at (651) 290-5903 or kerrie.j.hauser@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,



Kerrie J. Hauser
Project Manager

cc: MSM Development, LLC
Houston County Environmental Services, Aaron Lacher
BWSR, Alyssa Core
MN DNR, Nicole Lehman

Minnesota Wetland Conservation Act

Notice of Application

Local Government Unit (LGU) Houston County	Address 304 South Marshall Street, Room 209 Caledonia, MN 55921
--	---

1. PROJECT INFORMATION

Applicant Name MSM Development LLC	Project Name Horsetrack Meadows Development	Date of Application October 7, 2019	Application Number 0092
--	---	--	--------------------------------------

Type of Application (check all that apply):

<input type="checkbox"/> Wetland Boundary or Type Sequencing	<input type="checkbox"/> No-Loss	<input type="checkbox"/> Exemption	<input type="checkbox"/>
<input checked="" type="checkbox"/> Replacement Plan	<input type="checkbox"/> Banking Plan		

Summary and description of proposed project (attach additional sheets as necessary):

MSM Development intends to begin construction on a housing development in the City of La Crescent on parcels 25.2208.000 and 25.2209.000. WHKS, a consulting firm hired by MSM Development, created the grading plan that will minimize the loss of the known, mapped wetlands on this site. Approximately 2.45 acres of type II wetlands will be removed on this site and MSM Development will purchase wetland credits.

2. APPLICATION REVIEW AND DECISION

Signing and mailing of this completed form to the appropriate recipients in accordance with 8420.0255, Subp. 3 provides notice that an application was made to the LGU under the Wetland Conservation Act as specified above. A copy of the application is attached. Comments can be submitted to:

Name and Title of LGU Contact Person Aaron Lacher Zoning Administrator	Comments must be received by (minimum 15 business-day comment period): October 28, 2019
Address (if different than LGU) 304 South Marshall Street Room 209 Caledonia, MN 55921	Date, time, and location of decision: October 4, 2019 - TEP Site Visit Decision to be made by County Board in the Houston County's Commissioner's Room. Date and time to be determined.
Phone Number and E-mail Address 507-725-5800 aaron.lacher@co.houston.mn.us	Decision-maker for this application: <input type="checkbox"/> Staff <input checked="" type="checkbox"/> Governing Board or Council

Signature: _____ Date: _____

3. LIST OF ADDRESSEES

<input checked="" type="checkbox"/> SWCD TEP member: Dave Walter
<input checked="" type="checkbox"/> BWSR TEP member: Alyssa Core
<input checked="" type="checkbox"/> LGU TEP member (if different than LGU Contact): Aaron Lacher, Jim Gardner, and Brian Pogodzinski
<input checked="" type="checkbox"/> DNR TEP member: Nicole Lehman
<input type="checkbox"/> DNR Regional Office (if different than DNR TEP member)
<input type="checkbox"/> WD or WMO (if applicable):
<input type="checkbox"/> Applicant (notice only) and Landowner (if different)
<input type="checkbox"/> Members of the public who requested notice (notice only):
<input checked="" type="checkbox"/> Corps of Engineers Project Manager (notice only)
<input type="checkbox"/> BWSR Wetland Bank Coordinator (wetland bank plan applications only)

4. MAILING INFORMATION

- For a list of BWSR TEP representatives: www.bwsr.state.mn.us/contact/WCA_areas.pdf
- For a list of DNR TEP representatives: www.bwsr.state.mn.us/wetlands/wca/DNR_TEP_contacts.pdf
- Department of Natural Resources Regional Offices:

NW Region:	NE Region:	Central Region:	Southern Region:
Reg. Env. Assess. Ecol. Div. Ecol. Resources 2115 Birchmont Beach Rd. NE Bemidji, MN 56601	Reg. Env. Assess. Ecol. Div. Ecol. Resources 1201 E. Hwy. 2 Grand Rapids, MN 55744	Reg. Env. Assess. Ecol. Div. Ecol. Resources 1200 Warner Road St. Paul, MN 55106	Reg. Env. Assess. Ecol. Div. Ecol. Resources 261 Hwy. 15 South New Ulm, MN 56073

For a map of DNR Administrative Regions, see: http://files.dnr.state.mn.us/aboutdnr/dnr_regions.pdf

- For a list of Corps of Project Managers: www.mvp.usace.army.mil/regulatory/default.asp?pageid=687
or send to:



US Army Corps of Engineers
St. Paul District, ATTN: OP-R
180 Fifth St. East, Suite 700
St. Paul, MN 55101-1678

- For Wetland Bank Plan applications, also send a copy of the application to:
Minnesota Board of Water and Soil Resources
Wetland Bank Coordinator
520 Lafayette Road North
St. Paul, MN 55155

5. ATTACHMENTS

In addition to the application, list any other attachments:
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



September 09, 2019

Aaron Lacher
Houston County Environmental Services
304 S Marshall St
Caledonia, MN 55921

RE: La Crescent, MN
Horsetrack Meadows Development
Joint Application Form

Dear Mr. Lacher:

WHKS was contacted by MSM Development LLC to create a grading plan for a proposed housing development within La Crescent city limits. Prior to this application, WHKS had submitted a request for concurrence regarding a wetland delineation at the proposed site, and concurrence was granted. The proposed development will impact approximately 2.45 acres of pre-existing, Type 2 wetland. If this project receives approval, construction will begin in April of 2020 with an estimated completion date of November 2020. Wetland credits will be purchased for all wetland impacts on site.

Attached, you will find the completed Joint Application Form and preliminary grading plans.

If you have any questions or need any additional information, please let us know.

Sincerely,

WHKS & co.

A handwritten signature in blue ink, appearing to read "Nathan Anderson", with a long horizontal flourish extending to the right.

Nathan Anderson, P.E.

Joint Application Form for Activities Affecting Water Resources in Minnesota

This joint application form is the accepted means for initiating review of proposals that may affect a water resource (wetland, tributary, lake, etc.) in the State of Minnesota under state and federal regulatory programs. Applicants for Minnesota Department of Natural Resources (DNR) Public Waters permits **MUST** use the MPARS online permitting system for submitting applications to the DNR. Applicants can use the information entered into MPARS to substitute for completing parts of this joint application form (see the paragraph on MPARS at the end of the joint application form instructions for additional information). This form is only applicable to the water resource aspects of proposed projects under state and federal regulatory programs; other local applications and approvals may be required. Depending on the nature of the project and the location and type of water resources impacted, multiple authorizations may be required as different regulatory programs have different types of jurisdiction over different types of resources.

Regulatory Review Structure

Federal

The St. Paul District of the U.S. Army Corps of Engineers (Corps) is the federal agency that regulates discharges of dredged or fill material into waters of the United States (wetlands, tributaries, lakes, etc.) under Section 404 of the Clean Water Act (CWA) and regulates work in navigable waters under Section 10 of the Rivers and Harbors Act. Applications are assigned to Corps project managers who are responsible for implementing the Corps regulatory program within a particular geographic area.

State

There are three state regulatory programs that regulate activities affecting water resources. The Wetland Conservation Act (WCA) regulates most activities affecting wetlands. It is administered by local government units (LGUs) which can be counties, townships, cities, watershed districts, watershed management organizations or state agencies (on state-owned land). The Minnesota DNR Division of Ecological and Water Resources issues permits for work in specially-designated public waters via the Public Waters Work Permit Program (DNR Public Waters Permits). The Minnesota Pollution Control Agency (MPCA) under Section 401 of the Clean Water Act certifies that discharges of dredged or fill material authorized by a federal permit or license comply with state water quality standards. One or more of these regulatory programs may be applicable to any one project.

Required Information

Prior to submitting an application, applicants are **strongly encouraged** to seek input from the Corps Project Manager and LGU staff to identify regulatory issues and required application materials for their proposed project. Project proponents can request a pre-application consultation with the Corps and LGU to discuss their proposed project by providing the information required in Sections 1 through 5 of this joint application form to facilitate a meaningful discussion about their project. Many LGUs provide a venue (such as regularly scheduled technical evaluation panel meetings) for potential applicants to discuss their projects with multiple agencies prior to submitting an application. Contact information is provided below.

The following bullets outline the information generally required for several common types of determinations/authorizations.

- For delineation approvals and/or jurisdictional determinations, submit Parts 1, 2 and 5, and Attachment A.
- For activities involving CWA/WCA exemptions, WCA no-loss determinations, and activities not requiring mitigation, submit Parts 1 through 5, and Attachment B.
- For activities requiring compensatory mitigation/replacement plan, submit Parts 1 thru 5, and Attachments C and D.
- For local road authority activities that qualify for the state's local road wetland replacement program, submit Parts 1 through 5, and Attachments C, D (if applicable), and E to both the Corps and the LGU.

Submission Instructions

Send the completed joint application form and all required attachments to:

U.S Army Corps of Engineers. Applications may be sent directly to the appropriate Corps Office. For a current listing of areas of responsibilities and contact information, visit the St. Paul District's website at:

<http://www.mvp.usace.army.mil/Missions/Regulatory.aspx> and select "Minnesota" from the contact Information box.

Alternatively, applications may be sent directly to the St. Paul District Headquarters and the Corps will forward them to the appropriate field office.

Section 401 Water Quality Certification: Applicants do not need to submit the joint application form to the MPCA unless specifically requested. The MPCA will request a copy of the completed joint application form directly from an applicant when they determine an individual 401 water quality certification is required for a proposed project.

Wetland Conservation Act Local Government Unit: Send to the appropriate Local Government Unit. If necessary, contact your county Soil and Water Conservation District (SWCD) office or visit the Board of Water and Soil Resources (BWSR) web site (www.bwsr.state.mn.us) to determine the appropriate LGU.

DNR Public Waters Permitting: In 2014 the DNR will begin using the Minnesota DNR Permitting and Reporting System (MPARS) for submission of Public Waters permit applications (<https://webapps11.dnr.state.mn.us/mpars/public/authentication/login>).

Applicants for Public Waters permits **MUST** use the MPARS online permitting system for submitting applications to the DNR. To avoid duplication and to streamline the application process among the various resource agencies, applicants can use the information entered into MPARS to substitute for completing parts of this joint application form. The MPARS print/save function will provide the applicant with a copy of the Public Waters permit application which, at a minimum, will satisfy Parts one and two of this joint application. For certain types of activities, the MPARS application may also provide all of the necessary information required under Parts three and four of the joint application. However, it is the responsibility of the Applicant to make sure that the joint application contains all of the required information, including identification of all aquatic resources impacted by the project (see Part four of the joint application). After confirming that the MPARS application contains all of the required information in Parts one and two the Applicant may attach a copy to the joint application and fill in any missing information in the remainder of the joint application.

PART ONE: Applicant Information

If applicant is an entity (company, government entity, partnership, etc.), an authorized contact person must be identified. If the applicant is using an agent (consultant, lawyer, or other third party) and has authorized them to act on their behalf, the agent's contact information must also be provided.

Applicant/Landowner Name: MSM Development LLC

Mailing Address: 5130 County Road 21
La Crescent, MN 55947

Phone: 800-356-8004

E-mail Address: MSexauer@badgerlax.com

Authorized Contact (do not complete if same as above):

Mailing Address:

Phone:

E-mail Address:

Agent Name: Nathan Anderson

Mailing Address: 2905 South Broadway, Rochester MN 55904

Phone: 507-288-3923

E-mail Address: nanderson@whks.com

PART TWO: Site Location Information

County: Houston

City/Township: La Crescent

Parcel ID and/or Address: 080124000, 252135000, 080519000, 080520000, 080498000, 080499000, 080131002

Legal Description (Section, Township, Range): S09 T104 R004, S08 T104 R004

Lat/Long (decimal degrees): 43.8241/-91.3316

Attach a map showing the location of the site in relation to local streets, roads, highways.

Approximate size of site (acres) or if a linear project, length (feet): 48.72 acres

If you know that your proposal will require an individual Permit from the U.S. Army Corps of Engineers, you must provide the names and addresses of all property owners adjacent to the project site. This information may be provided by attaching a list to your application or by using block 25 of the Application for Department of the Army permit which can be obtained at:

http://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RegulatoryDocs/engform_4345_2012oct.pdf

PART THREE: General Project/Site Information

If this application is related to a delineation approval, exemption determination, jurisdictional determination, or other correspondence submitted **prior to** this application then describe that here and provide the Corps of Engineers project number.

Describe the project that is being proposed, the project purpose and need, and schedule for implementation and completion. The project description must fully describe the nature and scope of the proposed activity including a description of all project elements that effect aquatic resources (wetland, lake, tributary, etc.) and must also include plans and cross section or profile drawings showing the location, character, and dimensions of all proposed activities and aquatic resource impacts.

Prior to this application, we had submitted a request for concurrence regarding a wetland delineation. This concurrence was granted, and the wetland boundaries delineated were used to modify plans and calculate impacts at the site. The USACE project number is: MVP-2018-03027-DAS. This wetland delineation concluded that there are multiple wetlands on site, occupying a total area of 10.6 acres. This location had historically been row cropped for at least the past 100 years. The existing wetlands on site had also been farmed previously. These wetlands are very degraded and contain primarily reed canary grass. In their current condition, these wetlands likely provide little benefit to the watershed and surrounding ecosystem.

This project is proposing to create an additional housing development within La Crescent City limits. The population of the City of La Crescent is growing and so is the need for additional housing. Currently, there is limited area for the city of La Crescent to expand and develop. The City is bound by Blue Lake and the Mississippi River to the east, Eagles Bluff Park to the north, and dense woodland to the south (Figure 1.1 & 1.2). Therefore, the City is looking to expand west. By developing this 49-acre site, City water and sewer mains will be extended to this location which will allow for additional development westward in the future. The current site consists of approximately 10.6 acres of existing, Type 2 wetland (Figure 2). This project would impact 2.45 acres of the total wetland on site. The preliminary grading plans are attached in Appendix A. These plans have been modified multiple times to minimize wetland impacts to the greatest extent possible. The original development plan proposed before the wetland delineation was performed is shown in Figure 3. An overview of the revised plans with impacted wetlands is shown in Figure 4. To compensate for any unavoidable impacts to existing wetlands on site, wetland credits will be purchased in the same USACE banking area as the project location.

If this project receives approval from the USACE, DNR, and WCA, construction will begin in April of 2020 with an estimated completion date of November 2020.

PART FOUR: Aquatic Resource Impact¹ Summary

If your proposed project involves a direct or indirect impact to an aquatic resource (wetland, lake, tributary, etc.) identify each impact in the table below. Include all anticipated impacts, including those expected to be temporary. Attach an overhead view map, aerial photo, and/or drawing showing all of the aquatic resources in the project area and the location(s) of the proposed impacts. Label each aquatic resource on the map with a reference number or letter and identify the impacts in the following table.

Aquatic Resource ID (as noted in wetland delineation)	Aquatic Resource Type (wetland, lake, tributary etc.)	Type of Impact (fill, excavate, drain, or remove vegetation)	Duration of Impact Permanent (P) or Temporary (T) ¹	Size of Impact ²	Overall Size of Aquatic Resource ³	Existing Plant Community Type(s) in Impact Area ⁴	County, Major Watershed #, and Bank Service Area # of Impact Area ⁵
1-PEM	Wetland	Excavate	P	0.07 acres	0.07 acres	Type 2	Houston,42,8
2-PEM	Wetland	Fill	P	0.07 acres	0.07 acres	Type 2	Houston,42,8
3-PEM	Wetland	Excavate & Fill	P	0.10 acres	3.22 acres	Type 2	Houston,42,8
4-PEM	Wetland	Excavate	P	0.05 acres	0.05 acres	Type 2	Houston,42,8
5-PEM	Wetland	Excavate & Fill	P	0.51 acres	0.51 acres	Type 2	Houston,42,8
6-PEM	Wetland	Fill	P	0.05 acres	0.05 acres	Type 2	Houston,42,8
7-PEM	Wetland	Excavate & Fill	P	0.37 acres	1.09 acres	Type 2	Houston,42,8
8-PEM	Wetland	Excavate	P	0.08 acres	0.08 acres	Type 2	Houston,42,8
9-PEM	Wetland	Excavate & Fill	P	0.91 acres	0.91 acres	Type 2	Houston,42,8
16-PEM	Wetland	Fill	P	0.26 acres	1.78 acres	Type 2	Houston,42,8

¹If impacts are temporary; enter the duration of the impacts in days next to the "T". For example, a project with a temporary access fill that would be removed after 220 days would be entered "T (220)".

²Impacts less than 0.01 acre should be reported in square feet. Impacts 0.01 acre or greater should be reported as acres and rounded to the nearest 0.01 acre. Tributary impacts must be reported in linear feet of impact and an area of impact by indicating first the linear feet of impact along the flowline of the stream followed by the area impact in parentheses). For example, a project that impacts 50 feet of a stream that is 6 feet wide would be reported as 50 ft (300 square feet).

³This is generally only applicable if you are applying for a de minimis exemption under MN Rules 8420.0420 Subp. 8, otherwise enter "N/A".

⁴Use *Wetland Plants and Plant Community Types of Minnesota and Wisconsin* 3rd Ed. as modified in MN Rules 8420.0405 Subp. 2.

⁵Refer to Major Watershed and Bank Service Area maps in MN Rules 8420.0522 Subp. 7.

If any of the above identified impacts have already occurred, identify which impacts they are and the circumstances associated with each:

PART FIVE: Applicant Signature

☐ Check here if you are requesting a pre-application consultation with the Corps and LGU based on the information you have provided. Regulatory entities will not initiate a formal application review if this box is checked.

By signature below, I attest that the information in this application is complete and accurate. I further attest that I possess the authority to undertake the work described herein.

Signature: _____

Date: _____

I hereby authorize Nathan Anderson to act on my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this application.

¹ The term "impact" as used in this joint application form is a generic term used for disclosure purposes to identify activities that may require approval from one or more regulatory agencies. For purposes of this form it is not meant to indicate whether or not those activities may require mitigation/replacement.

Attachment C

Avoidance and Minimization

Project Purpose, Need, and Requirements. Clearly state the purpose of your project and need for your project. Also include a description of any specific requirements of the project as they relate to project location, project footprint, water management, and any other applicable requirements. Attach an overhead plan sheet showing all relevant features of the project (buildings, roads, etc.), aquatic resource features (impact areas noted) and construction details (grading plans, storm water management plans, etc.), referencing these as necessary:

The purpose of this project is to create an additional housing development within La Crescent City limits. The population of the City of La Crescent is growing and so is the need for additional housing. The City is bound by Blue Lake to the east, Eagles Bluff Park to the north, and dense woodland to the south. Therefore, the City is looking to expand west. By developing this site, City water and sewer mains will be extended to the site and will allow for additional development westward in the future.

Avoidance. Both the CWA and the WCA require that impacts to aquatic resources be avoided if practicable alternatives exist. Clearly describe all on-site measures considered to avoid impacts to aquatic resources and discuss at least two project alternatives that avoid all impacts to aquatic resources on the site. These alternatives may include alternative site plans, alternate sites, and/or not doing the project. Alternatives should be feasible and prudent (see MN Rules 8420.0520 Subp. 2 C). Applicants are encouraged to attach drawings and plans to support their analysis:

This project has been specifically designed to avoid disturbances to the majority of the wetlands on site. A wetland delineation was performed prior to final design so that pre-existing wetlands would be taken into consideration. Development plans have been modified multiple times to avoid as much of the wetland area as possible (Figures 3 and 4).

Alternative 1: No Build Alternative

One potential alternative to the project would be the no build alternative. However, this alternative would not meet the City's need for additional housing. If this alternative is chosen, it will also prevent further development to occur westward, leaving La Crescent with limited ability to expand. Without additional housing, population and economic growth will also be restricted.

Alternative 2: Limit development

Another alternative would be to limit the development to only 13 plots. The plots shown on the proposed development plans that are in the northernmost part of the site and do not impact wetlands (nor do the proposed roads leading to them) could be the only properties developed. This would eliminate all wetland impacts. However, the creation of such a small housing development would not be cost efficient and would not provide adequate housing.

Minimization. Both the CWA and the WCA require that all unavoidable impacts to aquatic resources be minimized to the greatest extent practicable. Discuss all features of the proposed project that have been modified to minimize the impacts to water resources (see MN Rules 8420.0520 Subp. 4):

Impacts to wetlands on site have been limited to the best extent possible. The majority of the wetlands will be avoided and will remain in their existing condition. The proposed development will occur in the areas surrounding the main, large wetland on site. The original development plans designed prior to the wetland delineation would have impacted significantly more wetland. These plans have since been revised to impact less wetland on site (Figures 3 and 4).

Off-Site Alternatives. An off-site alternatives analysis is not required for all permit applications. If you know that your proposal will require an individual permit (standard permit or letter of permission) from the U.S. Army Corps of Engineers, you may be required to provide an off-site alternatives analysis. The alternatives analysis is not required for a complete application but must be provided during the review process in order for the Corps to complete the evaluation of your application and reach a final decision. Applicants with questions about when an off-site alternatives analysis is required should contact their Corps Project Manager.

Wetland credits will be purchased for all impacts on site.

Attachment D

Replacement/Compensatory Mitigation

Complete this part **if** your application involves wetland replacement/compensatory mitigation not associated with the local road wetland replacement program. Applicants should consult Corps mitigation guidelines and WCA rules for requirements.

Replacement/Compensatory Mitigation via Wetland Banking. Complete this section if you are proposing to use credits from an existing wetland bank (with an account number in the State wetland banking system) for all or part of your replacement/compensatory mitigation requirements.

Wetland Bank Account #	County	Major Watershed #	Bank Service Area #	Credit Type (if applicable)	Number of Credits
S4870-1580	Wabasha	40	8	Type 2	4.9
OR					
S4556-1592	Olmsted	43	8	Type 2	4.9

Applicants should attach documentation indicating that they have contacted the wetland bank account owner and reached at least a tentative agreement to utilize the identified credits for the project. This documentation could be a signed purchase agreement, signed application for withdrawal of credits or some other correspondence indicating an agreement between the applicant and the bank owner. *However, applicants are advised not to enter into a binding agreement to purchase credits until the mitigation plan is approved by the Corps and LGU.*

Project-Specific Replacement/Permittee Responsible Mitigation. Complete this section if you are proposing to pursue actions (restoration, creation, preservation, etc.) to generate wetland replacement/compensatory mitigation credits for this proposed project.

WCA Action Eligible for Credit ¹	Corps Mitigation Compensation Technique ²	Acres	Credit % Requested	Credits Anticipated ³	County	Major Watershed #	Bank Service Area #

¹Refer to the name and subpart number in MN Rule 8420.0526.

²Refer to the technique listed in *St. Paul District Policy for Wetland Compensatory Mitigation in Minnesota*.

³If WCA and Corps crediting differs, then enter both numbers and distinguish which is Corps and which is WCA.

Explain how each proposed action or technique will be completed (e.g. wetland hydrology will be restored by breaking the tile.....) and how the proposal meets the crediting criteria associated with it. Applicants should refer to the Corps mitigation policy language, WCA rule language, and all associated Corps and WCA guidance related to the action or technique:

Attach a site location map, soils map, recent aerial photograph, and any other maps to show the location and other relevant features of each wetland replacement/mitigation site. Discuss in detail existing vegetation, existing landscape features, land use (on and surrounding the site), existing soils, drainage systems (if present), and water sources and movement. Include a topographic map showing key features related to hydrology and water flow (inlets, outlets, ditches, pumps, etc.):

Project Name and/or Number: La Crescent Racetrack Development

Attach a map of the existing aquatic resources, associated delineation report, and any documentation of regulatory review or approval. Discuss as necessary:

For actions involving construction activities, attach construction plans and specifications with all relevant details. Discuss and provide documentation of a hydrologic and hydraulic analysis of the site to define existing conditions, predict project outcomes, identify specific project performance standards and avoid adverse offsite impacts. Plans and specifications should be prepared by a licensed engineer following standard engineering practices. Discuss anticipated construction sequence and timing:

For projects involving vegetation restoration, provide a vegetation establishment plan that includes information on site preparation, seed mixes and plant materials, seeding/planting plan (attach seeding/planting zone map), planting/seeding methods, vegetation maintenance, and an anticipated schedule of activities:

For projects involving construction or vegetation restoration, identify and discuss goals and specific outcomes that can be determined for credit allocation. Provide a proposed credit allocation table tied to outcomes:

Provide a five-year monitoring plan to address project outcomes and credit allocation:

Discuss and provide evidence of ownership or rights to conduct wetland replacement/mitigation on each site:

Quantify all proposed wetland credits and compare to wetland impacts to identify a proposed wetland replacement ratio. Discuss how this replacement ratio is consistent with Corps and WCA requirements:

By signature below, the applicant attests to the following (only required if application involves project-specific/permittee responsible replacement):

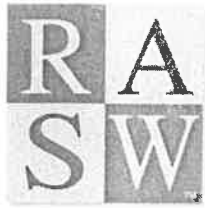
- All proposed replacement wetlands were not:
 - Previously restored or created under a prior approved replacement plan or permit
 - Drained or filled under an exemption during the previous 10 years
 - Restored with financial assistance from public conservation programs
 - Restored using private funds, other than landowner funds, unless the funds are paid back with interest to the individual or organization that funded the restoration and the individual or organization notifies the local government unit in writing that the restored wetland may be considered for replacement.
- The wetland will be replaced before or concurrent with the actual draining or filling of a wetland.
- An irrevocable bank letter of credit, performance bond, or other acceptable security will be provided to guarantee successful completion of the wetland replacement.
- Within 30 days of either receiving approval of this application or beginning work on the project, I will record the Declaration of Restrictions and Covenants on the deed for the property on which the replacement wetland(s) will be located and submit proof of such recording to the LGU and the Corps.

Applicant or Representative:

Title:

Signature:

Date:



Rupp, Anderson, Squires & Waldspurger, P.A.

333 South Seventh Street, Suite 2800
 Minneapolis, MN 55402
 Office (612) 436-4300 Fax (612) 436-4340
 www.raswlaw.com

Federal Tax ID 46-1641135

Statement as of: 11/30/2019
 Statement Date: 1/6/2020
 Statement No. 10376

RECEIVED

JAN 17 2020

FINANCE DEPARTMENT

Houston County
 304 South Marshall Street
 Caledonia, MN 55921

5028-0014: Kruckow Appeal

		Hours	Rate	Amount
11/02/2019 JTS	E-mail from Aaron Lacher; review notice of hearing; reply; Aaron e-mail regarding structure of hearing on Kruckow remand.	0.20	195.00	39.00
11/11/2019 JTS	Begin work on review of file for remand; review new documents from Aaron; draft letter to Kruckow attorney; e-mail Aaron.	2.90	195.00	565.50
11/13/2019 JTS	Work on remand issue; review Leier letter regarding materials; prepare for and participate in call with Aaron and Sam.	2.80	195.00	546.00
11/14/2019 JTS	Review Aaron versions of staff report; analyze same; e-mails to and from Aaron.	0.70	195.00	136.50
11/19/2019 JTS	Work on review of documents and file in preparation for hearing; Aaron e-mail; reply.	4.00	195.00	780.00
11/20/2019 JTS	Review file; prepare for and participate in call with Aaron; review material from Sam Jandt regarding procedure.	2.20	195.00	429.00
11/20/2019 JTS	Review Sam Jandt e-mail and procedures document forwarded by Sam.	0.10	195.00	19.50
11/21/2019 JTS	Work on review of file; draft proposed findings; prepare for hearing; travel to Caledonia and participate in hearing.	12.00	195.00	2,340.00
11/25/2019 JTS	Aaron e-mail regarding findings and posting notice of meeting; reply.	0.10	195.00	19.50
11/26/2019 JTS	Aaron e-mail; review findings; comment.	0.20	195.00	39.00

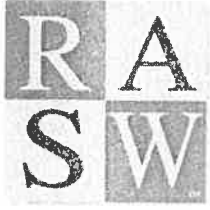
Sub-total Fees: \$4,914.00

Rate Summary

Jay T. Squires	25.20 hours at \$195.00/hr	4,914.00
Total hours:	25.20	4,914.00

Expenses

	Units	Price	Amount
11/21/2019 Mileage.	260.00	0.58	150.80



Rupp, Anderson, Squires & Waldspurger, P.A.

333 South Seventh Street, Suite 2800
Minneapolis, MN 55402
Office (612) 436-4300 Fax (612) 436-4340
www.raswlaw.com

Federal Tax ID 46-1641135

Statement as of: 11/30/2019
Statement Date: 1/6/2020
Statement No. 10376

Houston County
304 South Marshall Street
Caledonia, MN 55921

5028-0014: Kruckow Appeal

5,130.92

Total Fees and Expenses: \$5,130.92

Previous Balance: -

Total Now Due: \$5,130.92

RECEIVED

JAN 17 2020

FINANCE DEPARTMENT

RECEIVED

JAN 17 2020

FINANCE DEPARTMENT

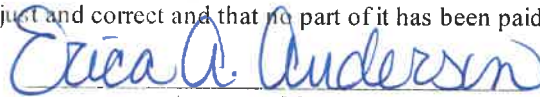
11/21/2019 Meal.	1.00	6.13	6.13
11/21/2019 Meal.	1.00	1.59	1.59
11/29/2019 Photocopies.	292.00	0.20	58.40
Sub-total Expenses:			<u>\$216.92</u>

Total Fees and Expenses: \$5,130.92

Previous Balance: -

Total Now Due: \$5,130.92

I declare under the penalties of law that this account is
just and correct and that no part of it has been paid.


Accounts Manager

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: 1/23/2020

Person requesting appointment with County Board: John Pugleasa, Director Public Health & Human Services

Will you be doing a power point or video presentation: ☐ Yes ☒ NO

Issue:

Child Support Cooperative Agreement. This is a two year agreement with the Minnesota Department of Human Services (DHS) that sets forth roles and responsibilities covering the administion of Child Support, establishment of Paternity, and Medical Support Liability Programs. It also sets forth parameters for County re-mbursement for these services.

Attachments/Documentation for the Board's Review:

One copy of Cooperative Agreement for signature and electronic submission.

Justification:

Action Requested:

Review and sign Cooperative Agreement as presented.

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

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

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: 1/23/2020

Person requesting appointment with County Board: John Pugleasa, Director Public Health & Human Services

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

Issue:

Multi County SNAP Employment & Training agreement. Wabasha County hosts a four county program with Workforce Development Inc (WDI) to provide employment and training services for eligible SNAP program participants.

Attachments/Documentation for the Board's Review:

Two copies of contract for signature

Justification:

Action Requested:

Review and approve contract as presented.

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

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

AGREEMENT FOR PROVISION OF
SUPPLEMENTAL NUTRITIONAL ASSISTANCE PROGRAM (SNAP)

The Wabasha County Board of Commissioners through its designated agency, the Wabasha County Department of Human Services, 625 Jefferson Avenue, Wabasha, MN 55981-1589 (651) 565-3351, acting as Fiscal Agent for the counties of Goodhue, Houston, Mower and Wabasha or any successor organization developed with at least one of the participating counties hereinafter referred to as the "Counties" and the Workforce Development, Inc., 1302 Seventh Street NW, Rochester, MN 55901 (507) 292-5166, hereinafter referred to as the "Contractor" enter into this agreement for the period of October 1, 2019 through September 30, 2020.

WITNESSETH

WHEREAS, M.S. 256D.051 requires counties to provide a SNAP Program to eligible persons and allows counties to subcontract for duties under subd.2 of M.S. 256D.051, and

WHEREAS, the Job Training Program, under WIA, administered by the Workforce Development, Inc. is knowledgeable regarding M.S. 256S.051 and of the methods and techniques involved in providing the services in M.S. 256D.051;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Counties and Contractor agree as follows;

Available Funds \$4,115 10-01-2019 through 09-30-2020 designated for direct program expenses; \$363 (7.5% admin) and \$672 designated for support services for the four counties.

I. Services to be Provided

- A. SNAP Orientation
- B. Employability assessment and development plan
- C. Job search classes
- D. Referrals to available employment assistance programs/agencies

II. Delivery

The Contractor agrees to the following:

- A. The SNAP Program services will be made available at the Workforce Development, Inc. office locations in each county.
- B. The services available for regular WIA participants may be available for SNAP participants, depending on the funding.
- C. The program will be a minimum of 20 hours per week and a maximum of 32 hours per week for period of eligibility.

- D. Upon referral of a SNAP registrant, the Contractor will provide an orientation to the SNAP Program and notify the Counties of attendance.
- E. An employment plan with all of the required SNAP activities and individual responsibilities will be prepared by the Contractor and submitted to the participant each month. This employment plan will prescribe the necessary activities to be undertaken during the month by the participant in order to continue receiving monthly SNAP benefits. A copy will be sent to the Counties.
- F. The Contractor agrees that in order to protect itself, as well as the Counties, under the indemnity agreement, it will at all times have and keep in force a professional liability insurance policy with limits of \$1,000,000.00.
- G. To facilitate interagency cooperation, the Counties and Contractor shall be considered adjunct agencies for the purpose of meeting the training requirements of the SNAP Program. Participant referral information and related contracts to provide training services and participation information shall be communicated between program related personnel involved with this program. Program participants will be apprised of the service agreement between the Counties and Contractor.

III. County's Responsibilities

- A. Refer all persons eligible for the SNAP program to the Workforce Development, Inc. by completing a WF1 referral. The program moves to a voluntary status on December 1, 2018. Referrals will be made noting the participants opportunity for employment services at no cost to the participant.
- B. The Counties will reimburse the Contractor for invoiced costs at the following rate: \$400.00 per SNAP enrollment for staff services, including orientation, assessment, preparation of an Employment Plan, individualized counseling, Job Search instruction, and vocational assessment, referrals to other agencies, job referrals and direct marketing contracts with employers. Actual costs for services will be billed each month up to \$4,115 direct program, \$363 administration and \$672 support funds for this program year. This includes the time spent sending notices to the participants and the Counties, in addition to tracking the participants' compliance.
- C. Complete any state mandated Information System forms or reports for SNAP registrants at time of registration.

- D. Inform Contractor prior to referring any participant who is unable to communicate in the English language. The Contractor will then arrange for an interpreter.

IV. Contractor Responsibility

- A. The Contractor agrees that during the existence of this agreement that it will indemnify and hold harmless the Counties from any and all liability which may be claimed against the Contractor (1) by reason of any reimbursable cost resulting from an eligible client suffering injury, death, or property loss while participating in services from the Contractor or while being transported to/from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or (2) by reason of any said client causing injury/damage to another person or property during any time when the Contractor has undertaken or is furnishing the service called for under this agreement.
- B. The Contractor agrees to comply with the Civil Rights Act of 1964 (Titles VI and VII); Rehabilitation Act of 1973 (Section 504); and Minnesota Human Rights Act (Chapter 363).

V. Financial Arrangements and Reporting Procedures

- A. The Contractor agrees to furnish the following reports to the Counties:
 - 1. Verification that the participant kept their initial appointment as scheduled.
 - 2. A copy of the employment plan.
 - 3. Monthly communication with the Counties verifying each participant's program participation.
 - 4. Any Management Information Systems forms or subsequent reports for SNAP required by the Counties.

VI. Other Conditions of the Contract

- A. The Contractor shall allow personnel of the Counties, Minnesota Department of Human Services, and the Minnesota Department of Employment and Economic Development, access to the Contractor's

records at reasonable hours in order to exercise their responsibility to monitor the services and audit the financial records.

B. Audit and Records Disclosure:

The Contractor agrees to maintain records at 1302 Seventh Street N.W., Rochester, MN 55901 for a period of six years to allow persons from the Minnesota Department of Human Services and the Minnesota Department of Employment and Economic Development, or their designees, access to records at reasonable times for audit purposes.

- C. The use or disclosure, by a party, of information concerning a client in violation of the Data Privacy Act or for any purpose not directly connected with the administration of the County's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client his/her responsible parent or guardian.
- D. This contract may be cancelled by either party, upon 30 days notice, in writing, delivered by mail, or in person.
- E. Alteration to or waivers of provisions of this contract shall be valid only if they are in writing and duly signed by both parties.
- F. In the event there is a revision of state regulations which might affect this agreement, all parties will review the contract and renegotiate those provisions necessary to bring it into compliance with the new regulations.
- G. Subcontractors are subject to all requirements outlined in this agreement.
- H. The Counties agrees to provide for a Fair Hearing and Grievance Procedure in conformance with Minnesota Statutes, Sections 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

VII. Non-Discrimination Statement: The CONTRACTOR will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination on the grounds of race, color, or national origin, and applies to any program or activity receiving federal financial aid.
- B. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex, or national origin and

applies to all employers, including State and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor, which falls within one of these definitions, would, of course, be covered by Title VII.

- C. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally funded programs.
- D. The Age Discrimination in Employment Act of 1967, as amended which generally prohibits discrimination on the basis of age against persons 40 years of age and over.
- E. The Equal Pay Act of 1963 amended the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.
- F. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.
- G. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.
- H. The Americans with Disabilities Act of 1990 (P.L.101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.

IX Affirmative Action: The Contractor certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073.

- A. The Contractor agrees to comply with the requirements the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646), which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.
- B. The Contractor agrees that program participants shall not be employed in the construction, operation or maintenance of that part of any facility, which is used for religious instructions or worship.

- C. The Contractor agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.
- D. The Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”, (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this agreement. The Contractor provides assurances to the Counties that it will comply with Health Information Portability and Accountability Act (HIPPA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Counties; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.
- E. The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties related to the subject matter hereof, as well as any previous agreements presently in effect between the Counties and the Contractor.

IN WITNESS WHEREOF, The Counties and Contractor have executed this contract as of the day and year first above mentioned:

FOR
HOUSTON CO. BOARD OF COMMISSIONERS

FOR THE CONTRACTOR
Workforce Development, Inc.

By _____
Board Chair

Director

By _____
Director

Date _____

Date _____

By _____
County Attorney

Date _____

BUSINESS ASSOCIATE ADDENDUM TO THE PURCHASE OF SERVICE AGREEMENT

This Business Associate Addendum (“Addendum”) is effective upon execution, and amends and is made part of the Purchase of Service Agreement between Houston County (“County”) and **Hiawatha Valley Mental Health Center** (“Provider”) for the period of **January 1, 2020** through **December 31, 2020**.

The County and Provider mutually agree to modify Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64). A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

A. Definitions

1. **Catch-all definition.** The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
2. **Specific definitions.**
 - a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Provider.
 - b) Confidential Data. “Confidential Data as defined in Minnesota§ 13.02, subd. 3.
 - c) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the County.
 - d) Diagnosis. “Diagnosis” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any reference to an individual's substance use disorder or to a condition which is identified as having been caused by that substance use disorder which is made for the purpose of treatment or referral for treatment.
 - e) Disclose. “Disclose” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means to communicate any information identifying a patient as being or having been diagnosed with a substance use disorder, having or having had a substance use disorder, or being or having been referred for treatment of a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person.
 - f) Electronic Health Records. “Electronic Health Records” as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
 - g) Health Records. “Health Records” as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
 - h) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - i) Medical Data. “Medical Data as governed by Minnesota Statute § 13.384.
 - j) Other Non-Public Data. “Other Non-Public Data” as governed by the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes 13.02, Subd. 8a and 9.
 - k) Part 2 Program. “Part 2 Program” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means a federally assisted program which is:
 - i. An individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or
 - ii. An identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or

- iii. Medical personnel or other staff in a general medical facility whose primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- l) Patient. “Patient” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any individual who has applied for or been given diagnosis, treatment, or referral for treatment for a substance use disorder at a part 2 program. “Patient” includes any individual who, after arrest on a criminal charge, is identified as an individual with a substance use disorder in order to determine that individual's eligibility to participate in a part 2 program. This definition includes both current and former patients.
- m) Privacy Incident. “Privacy incident” means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- n) Private Data. “Private Data” as defined in Minnesota Statutes § 13.02, subd. 12.
- o) Protected Health Information. The capitalized term “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 164.501, limited to the information created or received by Provider from or on behalf of County or another business associate of County.
- p) Qualified Service Organization. “Qualified service organization” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who:
 - i. Provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and
 - ii. Has entered into a written agreement with a Part 2 program under which that individual or entity:
 - a. Acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from the Part 2 program, it is fully bound by the regulations in this part; and
 - b. If necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.
- q) Records. “Records” means any information, whether recorded or not, created by, received, or acquired by a part 2 program relating to a patient (e.g., diagnosis, treatment and referral for treatment information, billing information, emails, voice mails, and texts) as governed by 42 USC § 290dd-2 and 42 CFR § 2.1 to § 2.67.
- r) Security Incident. “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- s) Standard Transactions. The capitalized term “Standard Transactions” shall have the meaning set out in, 45 C.F.R. § 162.103.
- t) Substance Use Disorder. “Substance Use Disorder” or SUD means a cluster of cognitive, behavioral, and physiological symptoms indicating that the individual continues using the substance despite significant substance-related problems such as impaired control, social impairment, risky use, and pharmacological tolerance and withdrawal. For the purposes of the regulations in this part, this definition does not include tobacco or caffeine use.
- u) Third-Party Payer. “Third party payer” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who pays and/or agrees to pay for diagnosis or treatment furnished to a patient on the basis of a contractual relationship with the patient or

a member of the patient's family or on the basis of the patient's eligibility for federal, state, or local governmental benefits.

- v) Treating Provider Relationship. "Treating provider relationship" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means that, regardless of whether there has been an actual in-person encounter:
 - i. A patient is, agrees to, or is legally required to be diagnosed, evaluated, and/or treated, or agrees to accept consultation, for any condition by an individual or entity, and;
 - ii. The individual or entity undertakes or agrees to undertake diagnosis, evaluation, and/or treatment of the patient, or consultation with the patient, for any condition.
- w) Treatment. "Treatment" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means the care of a patient suffering from a substance use disorder, a condition which is identified as having been caused by the substance use disorder, or both, in order to reduce or eliminate the adverse effects upon the patient.
- x) Welfare Data. "Welfare Data" as governed by Minnesota Statute § 13.46.

B. Privacy of Protected Health Information.

1. **Permitted Uses and Disclosures.** Provider is permitted or required to use or disclose Protected Health Information it creates or receives for or from County or to request Protected Health Information on County's behalf only as follows:

- a) Functions and Activities on County's Behalf. Except as otherwise limited in this Addendum, Provider is permitted to request the minimum necessary protected health information on County's behalf, and to use and to disclose the minimum necessary Protected Health Information to perform functions, activities, or services for or on behalf of County, as specified in Agreement. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- b) Business Associate's Operations. Provider may use the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities. Provider must comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. Provider may disclose the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities only if:
 - i. The disclosure is required by law; or
 - ii. Provider obtains reasonable assurance, evidenced by written contract, from any person or organization to which Provider will disclose Protected Health Information that the person or organization will:
 - a. Hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Provider disclosed it to the person or organization or as required by law; and
 - b. Promptly notify Provider (who will in turn promptly notify County) of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.
- c) Additional Provider Obligations Pertaining to Patient Records for Substance Use Disorders. Provider represents, warrants and covenants that it has obtained (and, prior to disclosure, shall obtain) the required consent to disclose records of substance use disorder treatment protected under 42 C.F.R., Part 2 ("SUD

Records"), to the extent SUD Records are provided or required to be provided to the County under this Agreement, and that such consent does, or shall, permit the County to use SUD Records for its payment and health care operations purposes, the County acknowledges and agrees that, to the extent 42 C.F.R., Part 2 applies to its use or disclosure of any patient identifying information contained in SUD Records received hereunder, it is fully bound by the provisions of part 2 upon receipt of the patient identifying information. The County further acknowledges receipt of the following notice, in connection with SUD Records: "This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose per 42 CFR §2.31. The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 CFR §§2.12(c)(5) and 2.65. The County shall be permitted to redisclose SUD Records to its agents, helping the County provide services described in the Agreement, as long as the agent only further discloses the information contained in the SUD Records back to the County. The County also agrees to implement appropriate safeguards to prevent unauthorized uses and disclosures of SUD Records and to report any unauthorized uses, disclosures or breaches of Part 2 information to Provider.

2. **Prohibition on Unauthorized Use or Disclosure.** Provider will neither use nor disclose Protected Health Information except as permitted or required by this Addendum, as otherwise permitted in writing by County, or as required by law. This Addendum does not authorize Provider to use or disclose Protected Health Information in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) if done by County, except as set forth in Section C(1)(b).

3. **Information Safeguards.** Provider will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulations § 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services. The safeguards will be designed to preserve the integrity and confidentiality of, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, Protected Health Information. Provider will document and keep these safeguards current. Provider is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). The parties also may wish to specify the manner in which Provider will de-identify the information and the permitted uses and disclosures by the Provider of the de-identified information.

4. **Security Regulations for Electronic Protected Health Information.** Provider agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the County as required by the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Part 164, Subpart C. Provider will document and keep these safeguards current. Provider will report to County any Security Incident of which it becomes aware pursuant to the terms of paragraph D. 1. of this Addendum. Provider shall develop and document policies and procedures to insure the security of Protected Health Information, train workforce members on and have sanctions for failure to comply with these policies and procedures, and permit individuals to file complaints regarding these policies and procedures or a failure to comply with them.

5. **Sub-Contractors, Agents, and Volunteers.** Provider will require any of its subcontractors, agents and volunteers, to which Provider is permitted by this Addendum or in writing by County to create, receive, maintain, transmit or disclose Protected Health Information, to provide reasonable assurance, evidenced by written contract, that such subcontractor, agent or volunteer will comply with the same privacy and security obligations as Provider with respect to such Protected Health Information.

C. Compliance with Standard Transactions.

If Provider conducts in whole or part Standard Transactions for or on behalf of County, Provider will comply, and will require any subcontractor, agent or volunteer involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 Code of Federal Regulations Part 162. Provider will not enter into, or permit its subcontractors, agents or volunteers to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of County that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

D. Obligations and Activities of Business Associate.

As a business associate of the County, Provider agrees to:

1. Make available protected health information in a designated record set to an individual or the individual's designee as necessary to satisfy the County's obligations under 45 CFR 164.524;
2. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the County's obligations under 45 CFR 164.526;
3. Maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy the County's obligations under 45 CFR 164.528;
4. To the extent the Provider is to carry out one or more of the County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County in the performance of such obligation(s); and
5. Make its internal practices, books, and records available to the U.S. Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules subject to attorney-client and other applicable legal privileges.

E. Provisions for the County to Inform Provider of Privacy Practices and Restrictions.

1. The County shall notify Provider of any limitation(s) in the notice of privacy practices of the County under 45 CFR 164.520, to the extent that such limitation may affect Provider's use or disclosure of protected health information.
2. The County shall notify Provider of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Provider's use or disclosure of protected health information.
3. The County shall notify Provider of any restriction on the use or disclosure of protected health information that the County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Provider's use or disclosure of protected health information.

F. Individual Rights.

1. **Access.** Provider will, within 10 days after County's request, make available to County or, at County's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any Protected Health Information about the individual that is in Provider's custody or control, so that County may meet its access obligations under 45 Code of Federal Regulations § 164.524.
2. **Amendment.** Provider will, upon receipt of notice from County, promptly amend or permit County access to amend any portion of the Protected Health Information, so that County may meet its amendment obligations under 45 Code of Federal Regulations § 164.526.

3. **Disclosure Accounting.** So that County may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
 - a) Disclosure Tracking. Effective April 14, 2003, Provider will record information concerning each disclosure of Protected Health Information, not excepted from disclosure tracking under Addendum Section C.3(b) below, that Provider makes to County or a third party. The information Provider will record is (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Provider made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the “disclosure information”). For repetitive disclosures Provider makes to the same person or entity (including County) for a single purpose, Provider may provide (x) the disclosure information for the first of these repetitive disclosures, (y) the frequency, periodicity or number of these repetitive disclosures, and (z) the date of the last of these repetitive disclosures. Provider will make this disclosure information available to County within 10 days after County’s request.
 - b) Exceptions from Disclosure Tracking. Provider need not record disclosure information or otherwise account for disclosures of Protected Health Information that this Addendum or County in writing permits or requires (i) for purposes of treating the individual who is the subject of the Protected Health Information disclosed, payment for that treatment, or for the health care operations of Provider; (ii) to the individual who is the subject of the Protected Health Information disclosed or to that individual’s personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the Protected Health Information disclosed; (iv) to persons involved in that individual’s health care or payment related to that individual’s health care; (v) for notification for disaster relief purposes, (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.
 - c) Disclosure Tracking Time Periods. Provider must have available for the disclosure information required by Addendum Section G.3(a) for the 6 years preceding County’s request for the disclosure information (except Provider need have no disclosure information for disclosures occurring before April 14, 2003).
4. **Restriction Requests; Confidential Communications.** Provider will comply with any agreements for confidential communications of which it is aware and to which County agrees pursuant to 45 C.F.R. § 164.522(b) by communicating with persons affected using agreed upon alternative means or alternative locations. Provider also agrees to provide in a secure manner upon request by an individual a copy of the individual’s electronic medical record in electronic form. Provider also agrees to securely transmit a copy of Protected Health Information to another person designated by an individual upon request.
5. **Inspection of Books and Records.** Provider will make its internal practices, books, and records, relating to its use and disclosure of Protected Health Information, available to County, to the Minnesota Department of Human Services and to the U.S. Department of Health and Human Services to determine compliance with 45 Code of Federal Regulations Parts 160-64 or this Addendum.

G. Breach of Privacy Obligations.

1. **Breach.** For purposes of this Section, any reference to “Provider” shall include any subcontractor, agent or volunteer which Provider is permitted to use by this Addendum. Provider shall be deemed the authorized agent of and legally responsible for the activities of any such subcontractor, agent or volunteer. Provider will report to County any use or disclosure of Protected Health Information not permitted by this Addendum. An impermissible use or disclosure of protected health information is presumed to be a “breach” of privacy obligations unless the Provider, demonstrates to the satisfaction of the County that there is a low probability that the Protected Health Information has been compromised based on a risk assessment that considers at least the following factors:
 - a. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re- identification;
 - b. The unauthorized person who used the protected health information or to whom the disclosure was made.

2. Reporting.

- a. Provider will promptly mitigate to the extent practicable, any harmful effect that is known to Provider of a use or disclosure in violation of this Addendum. Provider will make the report in writing to County's Legal Department not more than 5 days after Provider learns of such breach or non-permitted use or disclosure. A breach is treated as discovered by the County as of the first day on which such breach is known to the County or, by exercising reasonable diligence, would have been known to the County. Provider shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Provider.
 - i. Identify the nature of the non-permitted use or disclosure including the date of the breach and the date of the discovery of the breach, if known;
 - ii. Identify the Protected Health Information used or disclosed such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved
 - iii. Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure;
 - iv. Identify what corrective action Provider took or will take to investigate the breach and prevent further non-permitted uses or disclosures;
 - v. Identify what Provider did or will do to mitigate any deleterious effect of the non-permitted use or disclosure including any steps individuals should take to protect themselves from potential harm resulting from the breach; and
 - vi. Provide such other information, including any written documentation, as County may reasonably request.
- b. County will then determine whether sufficient notice of the breach has been provided and may determine either;
 - i. that Provider must take additional steps to fulfill the required HIPAA PHI Breach notice requirements or
 - ii. assume responsibility for any additional required notification itself.

3. Termination of Agreement.

- a. Right to Terminate for Breach. County may terminate Agreement if it determines, in its sole discretion, that Provider has breached any provision of this Addendum. County may exercise this right to terminate Agreement by providing Provider written notice of termination, stating the breach of the Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in County's notice of termination.
- b. Obligations upon Termination.
 - i. Return or Destruction. Upon termination, cancellation, expiration or other conclusion of Agreement, Provider will if feasible return to County or destroy all Protected Health Information, including all Protected Health Information in whatever form or medium (including any electronic medium) and all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of Protected Health Information. Provider will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. Provider will identify any Protected Health Information that cannot feasibly be returned to County or destroyed. Provider will limit its further use or disclosure of that Protected Health Information to those purposes that make return or destruction of that Protected Health Information infeasible. Within 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement, Provider will (a) certify on oath in writing that such return or destruction has been completed, (b) deliver to County the identification of any Protected Health Information for which return or destruction is infeasible, and (c) certify that it will only use or disclose such Protected Health Information for those purposes that make return or destruction infeasible.
 - ii. Continuing Privacy Obligation. Provider's obligation to protect the privacy of the Protected Health Information it created or received for or from County will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.

- iii. Other Obligations and Rights. Provider's other obligations and rights and County's obligations and rights upon termination, cancellation, expiration or other conclusion of Agreement will be those set out in the Agreement.

4. Indemnity.

Provider will indemnify and hold harmless County and any County affiliate, elected official, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs and penalties levied by HHS on County, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, volunteer, person or entity under Provider's control.

- a. Right to Tender or Undertake Defense. If County is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, person or entity under Provider's control, County will have the option at any time either (i) to tender its defense to Provider, in which case Provider will provide qualified attorneys, consultants, and other appropriate professionals to represent County's interests at Provider's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Provider will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
- b. Right to Control Resolution. County will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that County may have tendered its defense to Provider. Any such resolution will not relieve Provider of its obligation to indemnify County under this Addendum.

H. Sanctions

The parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

I. Amendment to Agreement.

Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to Protected Health Information or Standard Transactions, this Addendum and the Agreement of which it is part will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.

J. Conflicts.

The terms and conditions of this Addendum will override and control any conflicting term or condition of Agreement unless the term or condition of Agreement establishes additional rights of the County or additional duties for or restrictions on Provider with respect to Protected Health Information or Standard Transactions, in which case the term or condition of Agreement shall control. All non-conflicting terms and conditions of Agreement remain in full force and effect.

IN WITNESS WHEREOF, County and Provider execute this Addendum in multiple originals to be effective on the last date written below.

**HIAWATHA VALLEY MENTAL HEALTH
CENTER**

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF HOUSTON

By: _____

Name: _____

Title: _____

Date: _____

PURCHASE OF SERVICE AGREEMENT
FOR MENTAL HEALTH SERVICES

The Houston County Board of Commissioners, 304 South Marshal Street, Room 104, Caledonia, MN 55921 (Houston County), through its local social services agency, the Human Services Department hereafter referred to as the "County", and **Hiawatha Valley Mental Health Center**, 166 Main Street, Winona, MN 55987, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2020 to December 31, 2020, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 22, Termination, paragraph a.

WITNESSETH

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 and 245.487 to 245.4887 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the County is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, the Provider is an approved provider under Minnesota Rules, parts 9520.0750 to 9520.0870 or an approved vendor according to county criteria to provide mental health services to persons; and

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256.0112 to provide services as specified under Section 1, paragraph a; and

WHEREAS, the County and the Provider, according to Minnesota Statutes, Section 256.0112, subd. 6, understand and agree that this contract shall serve as a lead county contract for services purchased from financially responsible agencies of other counties; and

WHEREAS, Houston County, pursuant to MN Statutes, section 373.01, 373.02, 245.465 and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, Houston County and Provider agree as follows:

1. Purchase of Service:
 - a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Houston County agrees to purchase, and the Provider agrees to furnish the following services:

SERVICE DESCRIPTION

Medical Evaluation & Management (New and Established Clients at all Levels)
Clinical Supervision

Residential Staff Support - Overnight

- b. Purchased Services will be provided at Provider's office and/or at locations as approved by the County.

2. Cost and Delivery of Purchased Services:

- a. The total amount to be paid for such Purchased Services shall not exceed amount listed in Attachment A. The unit cost for providing the services to reimbursement eligible clients is found in **Attachment A**. Reimbursement shall be made on the basis of 100% of the full cost of service to eligible clients.
- b. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
- c. The Provider shall, when applicable, make every effort to collect fees from clients deemed able to pay (partial or full) and further will submit claims for all types of eligible insurance reimbursements (M.A., Private, Group, etc.). It is understood and agreed that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the Houston County Board of Commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes 256M.60 Subd.6.
- d. The Provider shall not charge any program or service fee to social service eligible clients except in accordance with paragraph c above. If the collection of social service fees is delegated to the Provider, the Provider shall provide Human Services Department with information about fees collected and the fee source.

3. Eligibility for Services:

- a. Preliminary eligibility for clients will be determined either:
 - 1) By the County, or
 - 2) By the Provider. When the Provider has been delegated to make the preliminary determination of the client's eligibility for Purchased Services, the Provider shall complete and send to Houston County, Human Services Department, within five (5) working days of the date of application, an Application for Purchased Services.
- b. Final eligibility will be determined by Houston County. Houston County will, within five (5) calendar days of receipt of the application for Purchase Services, certify in writing to the Provider the client's final eligibility for Purchased Services, and prescribe the amount, disposition, and method of collection of any fees for said

Purchased Services.

- c. When Houston County has determined that a client is no longer eligible for Purchased Services, Houston County shall, within ten (10) days of that determination, notify Provider of such determination.
- d. The Provider must notify the County and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at least sixty (60) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- e. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- f. The Provider shall, within thirty (30) days, notify the Human Service Department, whenever it is unable to, or going to be unable to provide the required quality or quantity of Purchased Services. Upon such notification, Houston County and Provider shall determine whether such inability will require a modification or cancellation of the contract.
- g. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include preparation of a summary of findings, processes, and plans to be transmitted with the client.

4. Payment for Purchased Services:

a. Certification of Expenditures:

The Provider shall, within fifteen (15) working days, following the last day of each calendar month, submit a standard invoice for Purchased Services to Houston County. The invoice shall show: (1) total program and administrative expenditures for the month; and/or (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of Purchased Services.

b. Payment for Purchased Services:

Houston County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total payment under this contract shall not exceed amount listed in Attachment A.

- c. Advisory Council:
The County shall also compensate the Provider for mileage, supplies, postage and staff salary expenses for participation in mental health advisory council functions in an amount not to exceed five hundred dollars (\$500.00) based on invoices for actual expenses.
 - d. Waiver-Funded Services:
For services identified to be billed to the MA waiver instead of the County, Provider will follow standard waiver billing procedures and accept waiver funds as full payment.
5. Standards and Licenses:
- a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:
 - 1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
 - 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
 - b. The Provider agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with clients served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated under MN Statutes, Chapter 245A and MN Statutes, section 626.556. **Background studies must be completed and approved before staff can provide services with or without supervision.**
 - c. Provider agrees to maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by the County.
 - d. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.

- e. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:
 - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
 - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
 - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.
 - f. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.
 - g. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
 - h. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.
6. Audit and Record Disclosures:
- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
 - b. The Provider agrees to maintain all records pertaining to this Agreement at Hiawatha Valley Mental Health Center, 166 Main Street, Winona, MN 55987, for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, applicable health plans the US Dept. of Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 7 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
 - c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:

- ☒ The Provider agrees to report to the County **monthly** the Total Number of Program Participants and units of security service codes.
 - ☒ The Provider agrees to report to the County **annually** the Units of Service and Number of Clients by service code, by sex, race, ethnicity and age.
 - ☒ As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
 - ☒ The Provider agrees to report to the County or County of Financial Responsibility according to specifications of the Community Mental Health Reporting System (CMHRS), and according to other specifications of the County of Financial Responsibility. The CMHRS requires the following data on each mental health client on a **semi-annual** basis:
 - 1) A client specific ID number that adheres to data privacy restrictions in Minnesota Statutes, Chapter 13;
 - 2) The number of case management units of service provided to each client; and
 - 3) The date of birth, race, and sex of each client.
 - ☒ The minutes of the Hiawatha Valley Board will be available, **upon request**, to the County.
 - ☒ The Provider agrees with within one hundred and eighty (180) days of the close of its fiscal year an audit will be conducted by a qualified independent auditor. Upon completion of the audit, a copy of the audit report must be filed with the County. Houston County reserves the right to review audits in depth. If it is determined that a Provider's total equity balance is greater than twenty-five percent (25%) of the Provider's budget, County staff will meet with Provider staff to review the circumstances.
 - ☐ (Other) _____
- d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.

- g. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 6.
- h. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.
- i. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- j. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

7. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

- a. The County: John Pugleasa
Houston County Human Services Director
304 South Marshall Street
Caledonia, MN 55921
john.pugleasa@co.houston.mn.us
- b. The Provider: Erik Sievers
Hiawatha Valley Mental Health Center
166 Main Street
Winona, MN 55987
eriks@hvmhc.org

8. Reports of Death, Injury, Damage, or Abuse

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 7. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.
- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

9. Safeguard of Client Information:

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.
- b. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Houston County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- c. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Erik Sievers.
- d. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.

- e. To the extent that Provider performs a function or activity involving the use of “protected health information” (45 CFR 164.501), **on behalf of** Houston County Human Services Department (HCHS), including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re- pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of HCHS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as “HIPAA”), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

10. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. The Provider agrees to comply with the Civil Rights Act of 1964 and 1991 as amended; Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq.
- b. It is Houston County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

11. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

12. Contract Disputes:

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Joint Deputy Director of Houston County Human Services and a Region 10 Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Human Services Department a written appeal. The decision of Houston County for the determination of such appeals, shall be through the Director of Houston County Human Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

- b. This disputes clause does not preclude consideration of questions of law.

13. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

14. Indemnification:

- a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
 - 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
 - 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
 - 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of

purchased services under this Agreement.

- b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

15. Insurance and Bonding:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
 - ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
 - ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
 - ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
 - ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
- b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to a Region 10 Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- d. A Region 10 Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 15 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

16. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits Houston County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota

Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Houston County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, the Provider certifies that they are in compliance with these regulations.

- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
 - 2) Have not within a three (3) year period preceding this Agreement:
 - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b) Violated any federal or state antitrust statutes; or
 - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b) Violating any federal or state antitrust statutes; or
 - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
 - 5) Shall immediately give written notice as per Section 7 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).
- d. Directions for on-line access to excluded providers:

- 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
- 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Human Services Director, at (507) 725-5886.

17. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, Houston County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.
- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 20 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.
- d. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the Human Services Department must be notified, in writing, prior to action taking place.
- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the agreement between the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third- party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

18. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint ventures, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.
- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA

19. Subcontracting and Assignment:

The Provider shall neither enter into subcontracts for performance of this Agreement nor assign this Agreement without prior written approval of the County and then only subject to such conditions that the County may deem necessary.

20. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

21. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events

outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.

- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 7, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Houston County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.
- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 21(a) or County default, each of the following shall constitute default on the part of the Provider:
 - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
 - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
 - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
 - 5) Failing to perform any other material provision of this Agreement.
- e. Default by County Unless cured or excused by the Force Majeure provision in Section 21(a) or Provider default, each of the following shall constitute default on the part of the County:
 - 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events

or failure constituting the default and cure period.

- g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

22. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to Houston County, Human Services Department, 304 South Marshall Street, Room 104, Caledonia, MN 55921.
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 21(g) of this Agreement.
- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 7.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
 - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
 - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;

- 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:
 - 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
 - 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Human Services Director, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
 - 2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
 - 3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
 - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

23. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

24. Damages:

- a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

- b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

25. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-25, Attachment A and Exhibits A - F. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Houston County and the Provider have executed this Agreement as of the day and year first written above.

Provider, having signed this contract, and the Houston County Board of Commissioners having duly approved this contract on _____, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

HIAWATHA VALLEY MENTAL HEALTH CENTER

BY: _____ DATED: _____
Chairperson

BY: _____ DATED: _____
Erik Sievers
Executive Director

HOUSTON COUNTY BOARD OF COMMISSIONERS

BY: _____ DATED: _____
Chairperson

BY: _____ DATED: _____
Director
Houston County Human Services

APPROVED AS TO FORM AND EXECUTION

BY: _____ DATED: _____
Houston County Attorney

AGENCY NAME: Hiawatha Valley Mental Health Center

CONTRACT TYPE: POS – MH Services

INVOICES: Houston County Human Services
Attn: Cindy Melbostad
304 S. Marshall Street
Caledonia, MN 55921

SERVICE DESCRIPTION	BRASS CODE	CPT CODE	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Medical Evaluations and Management (New Client) Level 1 - MD	4540	99201	\$80.00	Session	\$60,000.00
Medical Evaluations and Management (New Client) Level 2 - MD	4540	99202	\$160.00	Session	
Medical Evaluations and Management (New Client) Level 3 - MD	4540	99203	\$240.00	Session	
Medical Evaluations and Management (New Client) Level 4 - MD	4540	99204	\$319.00	Session	
Medical Evaluations and Management (New Client) Level 5 - MD	4540	99205	\$399.00	Session	
Medical Evaluations and Management (Estab. Client) Level 1 - MD	4540	99211	\$33.00	Session	
Medical Evaluations and Management (Estab. Client) Level 2 - MD	4540	99212	\$65.00	Session	
Medical Evaluations and Management (Estab. Client) Level 3 - MD	4540	99213	\$98.00	Session	
Medical Evaluations and Management (Estab. Client) Level 4 - MD	4540	99214	\$260.00	Session	
Medical Evaluations and Management (Estab. Client) Level 5 - MD	4540	99215	\$391.00	Session	
Residential Staff Support – Overnight Bluffview	4345	NA	\$272.00	MO	
Residential Staff Support – Overnight Bluffview	4345	NA	\$9.00	DAY	
Residential Staff Support – Overnight Parkview, Gheel House & Winona Hall	4345	NA	\$164.00	MO	
Residential Staff Support – Overnight Parkview, Gheel House & Winona Hall	4345	NA	\$5.00	DAY	
Clinical Supervision	NA	NA	\$150.00	HR	

Services may not be provided without prior authorization from Houston County.

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: 1/23/2020

Person requesting appointment with County Board: John Pugleasa, Director Human Services

Will you be doing a power point or video presentation: ☐ Yes ☒ X NO

Issue:

Review and approve 2020 Hiawatha Valley Mental Health Center HVMHC contract and rates for adult and children's mental health services.

Attachments/Documentation for the Board's Review:

Two copies of contract for review and signature.

Justification:

Action Requested:

Approve and sign contract.

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

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HOUSTON COUNTY PUBLIC HEALTH AND HUMAN SERVICES
AND HIAWATHA VALLEY MENTAL HEALTH CENTER
2020**

This memorandum of understanding is between Houston County Public Health and Human Services, hereafter referred to as the “County” and Hiawatha Valley Mental Health Center, 420 E Sarnia St, Winona, MN 55987, hereafter referred to as the “Provider”.

I. STATEMENT OF PURPOSE

The purpose of this memorandum of understanding is to outline the process for completion of Rule 25 assessments on behalf of Houston County.

II. REFERRAL

- A. The County will ensure determination of R24 financial eligibility.
- B. The County will provide client with an authorization number indicating they are eligible for a Rule 25 assessment.
- C. The County will provide to clients a list of qualified Rule 25 assessment providers to schedule their own Rule 25 assessment.
- D. The client must call Provider within ten (10) days of authorization for authorization to be valid.
- E. Client will present authorization to Provider at scheduled Rule 25 assessment.

III. SERVICE

- A. The Provider will conduct a Rule 25 assessment in accordance with Minnesota Rules, 9530.6600-9530.6655 at the Provider’s place of business, or at a place otherwise approved by the County.
- B. Upon receiving the scheduling call from the client, Provider has ten (10) business days to conduct their Rule 25 assessment.
- C. The Provider will submit each Rule 25 assessment and all relevant documentation within seven (7) business days to the County. Complete documentation includes:
 - 1) Rule 25 Assessment Tool (DHS-5204-ENG)
 - 2) Assessment and Placement Summary Form (DHS-2794-ENG)
 - 3) Olmsted County Release of Information signed by the client
 - 4) Olmsted County Notice of Privacy Practices signed by the client
 - 5) State Appeal Notice
 - 6) Client Placement Authorization (CPA) (DHS-2780-ENG)
 - 7) Provider Agency Release of Information for collateral contacts
- D. The County reviews the assessment and makes a treatment decision within three (3) business days of receipt of the assessment documentation.

IV. PROCESS MEASURES

- A. The Provider conducts rule 25 assessments directly; no client may self-administer.
- B. All required assessment/documentation submitted to the County for final approval must be complete, accurate and legible.
- C. Provider shall maintain originals of all paperwork submitted until client is placed by the placement team. Upon client placement, Provider may destroy the originals, unless client is receiving treatment services at the provider agency.

- D. A quality assurance review is performed on all assessment materials submitted for approval. If there are issues or concerns, a member of the review team will contact the Provider to discuss them. If the information submitted is insufficient or incomplete the Provider may be asked to provide additional documentation or the assessment may be returned for completion.
- E. No specific recommendations/treatment services should be offered or arranged for until the placement review team at the County has authorized or offered specific services.
- F. Provider must inform the client that the County, as the final placing authority, will approve all requests before services begin in order for services to be covered.
- G. Any Provider with continued or repeated performance issues or poor-quality assessments may be prohibited from completing Rule 25 assessments on behalf of the County.

V. PAYMENT

- A. Payment from the County is limited to \$168.00 per Rule 25 assessment.
- B. Payment will not occur if Provider does not comply with required timelines and documentation.
- C. Provider submits an invoice to the County, within thirty (30) days following the last day of each calendar month, on a form acceptable to the County. Submit invoices to Doreen Denstad, Accounting Technician at the address below:

Cindy Melbostad
Accounting Technician
Houston County Public Health & Human Services
304 S Marshall St, Room 104
Caledonia MN 55921

- D. The invoice must list all Rule 25 assessments performed for individuals who provided a County issued authorization code. The invoice must include the following information:
 - 1) Assessor name
 - 2) Client name
 - 3) Authorization code
 - 4) Assessment date
 - 5) All original CPA forms signed by clients
- E. The county shall, within thirty (30) days of the receipt of the invoice make payment to the Provider for clients identified on the invoice as eligible for payment.
- F. In the case of a good faith dispute of any charges, payment will be withheld pending clarification and resolution of the disputed amounts.

VI. STANDARDS

- A. Provider must assure that their assessors meet DHS Rule 25 requirements to conduct assessments on behalf of the County. All required documentation must be on file at the County.
- B. The County will not authorize individual assessors who do not have a current LADC, supervisor level according to 245G.11 Subd. 4. Provider will complete the "Provider Agency Acknowledgment" form annually and submit to the County along with updates of licenses before December of each year.
- C. No client can be denied their legal right to an assessment even if it appears they are not appropriate for the services offered by Provider. The County will make every

effort to direct persons seeking assessment to the most appropriate site where it appears they may be eligible for services.

- D. The County and the Provider recognize that the Provider may have a financial interest in the process. The County is partnering with the Provider under exception B of Rule 9530.6610 subpart 3. Reasons for requesting and acknowledging the exception include the following:
- 1) The County is unable to provide these Rule 25 assessments in as timely a fashion as the current legislation requires and
 - 2) Irrespective of who completes the Rule 25 assessment with the client, the County retains the placing authority for that client.
- E. To avoid a conflict of interest, Provider agrees to refrain from using the Rule 25 assessment process as a method to promote their business or the business of others.

This agreement is effective upon date signed.

Approved and Accepted for:

HIAWATHA VALLEY MENTAL HEALTH CENTER

BY: _____ DATED: _____
Erik Sievers
Executive Director

HOUSTON COUNTY BOARD OF COMMISSIONERS

BY: _____ DATED: _____
Director
Houston County Human Services

KNOWiNK Quote and Terms				
Date: 1/16/2020				
KNOWiNK 2111 Olive Street Saint Louis, MO 63103				
Jurisdiction: Houston County, MN				
Contact: Donna Trehus Phone: (507) 725-5815 Email: donna.trehus@co.houston.mn.us				
Poll Pad Subscription Purchase Quote and Terms: *Pricing guaranteed for 60 days from date of quote. Based on your stated requirements, we propose the following:				
Item	Recommended Hardware/Software	Estimated Quantity	Unit Price	Total Amount
1	Poll Pad Units (Includes: iPad WiFi 32gb, Charger, Printer, Transport Case, Stand, Stylus, 1st Year Software License, MDM Enrollment, and Basic Poll Pad Manager)	25	\$1,280.00	\$32,000.00
2	Green MFi Certified Lightning Cable - 9'	25	\$9.50	\$237.50
3	iSync Drive	2	\$65.00	\$130.00
Total Year One (1) Poll Pad Package Estimated Cost:				\$32,367.50
Annual Software License and Maintenance				
4	Year 2 Annual Software License, MDM & MN SVR Maintenance	25	\$125.00	\$3,125.00
5	Year 3 Annual Software License, MDM & MN SVR Maintenance	25	\$125.00	\$3,125.00
6	Year 4 Annual Software License, MDM & MN SVR Maintenance	25	\$125.00	\$3,125.00
7	Year 5 Annual Software License, MDM & MN SVR Maintenance	25	\$125.00	\$3,125.00
Networking/Data				
8	e-Pulse Connectivity software - Initial License		\$5,000.00	
9	ePulse Connectivity Annual Software License & Maintenance (Years 2-5)		\$1,000.00	
10	Wireless Solution - Cradlepoint 600 Router (Can support up to 15 units at a location)		\$650.00	
11	Wireless Hotspot Solution - Verizon Skyus 140 (Can support up to 10 units at a location)		\$450.00	
12	Wireless Hotspot Solution - Verizon Jetpack MiFi 7730 (Refurbished) (Can support up to 6 units at a location)		\$150.00	
13	Verizon Wireless Data Plan Activation, per Hotspot (Billed annually; required with Wireless Hotspot Solution)		\$15.00	
14	Verizon Wireless Data Plan, per Hotspot (Per Election, billed separately from annual activation fee)		\$30.00	
Optional Hardware/Software				
15	Star Micronics Receipt Paper - Additional (Case of 50 rolls)		\$125.00	
Terms of Subscription				
Subject to acceptance of the Master Software License & Service Agreement will be a (5) five year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting includes required VR Extract and digital e-Roster.				
<div> <div> <div>Signature (Customer)</div> <div>Print Name & Title (Customer)</div> <div>Date</div> </div> <div> <div>Signature (KNOWiNK)</div> <div>Print Name & Title (KNOWiNK)</div> <div>Date</div> </div> </div>				

RESOLUTION NO. 20-12

**AUTHORIZATION TO APPLY FOR GRAND FUNDING
FOR ELECTION EQUIPMENT**

January 28, 2020

WHEREAS, Minnesota legislature in 2019 authorized an additional \$2 Million in grant funding available to counties, cities, towns, and school districts to assist with the purchase of voting equipment. This is in addition to the \$7 million that was authorized and distributed in 2017. Similar to the 2017 legislative authorization, the legislature in 2019 authorized use of \$2 million in funds to offset up to 50% of optical scan precinct counters, optical scan central counters, or assisted voting devices; or up to 75% of electronic rosters; AND

WHEREAS, to receive funding from the Voting Equipment Grant Account, counties must submit an application to the Minnesota Secretary of State before January 31, 2020; AND

WHEREAS, the County certifies that any funds awarded from the Voting Equipment Grant will be used only to purchase additional Electronic Roster systems meeting the technology requirements of section 201.225 subdivision 2 as certified by the MN Secretary of State; AND

WHEREAS, that by law, the grant may only be used for up to 75% of electronic rosters with the county matching 25% of the cost of the newly purchased equipment; AND

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners authorizes Auditor/Treasurer Trehus to apply for grant funding in accordance with the requirements of Minnesota Statutes Section 206.95.

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 January 28, 2020.

WITNESS my hand and the seal of my office this 28th day of January 2020.

RESOLUTION NO. 20-13

**REQUEST FOR MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT)
TO REVIEW SPEED LIMITS ON HIGHWAY 16 IN THE
CITY LIMITS OF HOKAH, MINNESOTA**

January 28, 2020

WHEREAS, the current speed limit in the City of Hokah on Hwy 16 from Main Street (Hwy 44) west of the City to the end of the City limits near 10th Street is currently posted at 55 mph and is slated to be increased to 60 mph; AND

WHEREAS, there were two fatality accidents in this area in 2019, along with other property damage accidents and personal injury accidents as well; AND

WHEREAS, the County shares the concern of the City of Hokah about the speed limit in this area with the structure and terrain of this area would also request MnDOT to conduct studies to review lowering the speed limit in this area;

NOW THEREFORE BE IT RESOLVED, the Houston County Board of Commissioners requests MnDOT's cooperation with the City of Hokah to conduct the necessary studies and strongly consider lowering the speed limit in the City of Hokah on Hwy 16 from Main Street (Hwy 44) west of the City to the end of the City limits near 10th Street where the speed limit is currently 55 mph.

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 January 28, 2020.

WITNESS my hand and the seal of my office this 28th day of January 2020.