



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, February 11, 2020, County Board Room, Historic Courthouse

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE PREVIOUS MINUTES

- January 28 - Board Meeting
- February 4 – Workgroup Session

PUBLIC COMMENT

9:35 Appointment: Allison Wagner, EDA

- 2019 Annual EDA Report
- Kaddy's Kafe Loan Request

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 Agreement for Collection of Lamps with Slipstream Group, Inc.
- 3) Approve 2020 Guardianship Contract with Fredrick Guardianship Services LLC.
- 4) Approve Resolution 20-17 La Crescent Snowmobile Club Gambling License.
- 5) Affirm the following personnel actions:
 - i. Auditor/Treasurer
 1. Change the pay class of Beverly Bauer and Diane Imhoff (67 day temporary employees) to Technical Clerk II (B22) at Step 1, effective retroactively to their dates of hire (Jan 2020)
 - ii. Department of Corrections
 1. Change the date of hire for Barbara Schmitz, .8 FTE probationary Technical Clerk I (B21) from February 11, 2020 to February 13, 2020
 - iii. Environmental Services

1. Accept the resignation of Julie Amundson, Solid Waste Coordinator, effective noon February 14, 2020 with thanks for 9 years of service to the residents of Houston County.
- iv. Public Health and Human Services
 1. Change the status of Health Educator Audrey Staggemeyer from probationary to regular, effective February 19, 2020.

ACTION ITEMS

- 1) Consider approval of \$30,000 EDA Revolving Loan Fund to Lori Kadlec, owner of Kaddy's Kafe, Inc in La Crescent at the 2020 set rate and terms (3.75% for 7 years). (Wagner)
- 2) Consider approval of Resolution 20-18 MN Federal Recreational Trail Program Grant for La Crescent Snowmobile Club. (Babinski)

DISCUSSION ITEMS

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

CLOSING PUBLIC COMMENT

ADJOURN

REMINDERS



2019 ANNUAL REPORT

HOUSTON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

2019 was a year of positive momentum for the Houston County Economic Development Authority and its partners! The Houston County EDA welcomed 2019 with the launch of two fundamental projects: 1.) An initiative to help Houston County farmers try new things both on and off their farms, and 2.) the expansion of the Bluff Country Collaborative program, which has grown into a strong partnership with area schools including all Houston County School Districts, over 50 businesses, and several organizational partners. These two accomplishments, in addition to the day-to-day work of connecting with businesses and providing assistance to entrepreneurs, have set Houston County up to become a recognized leader in rural development. Thank you for your support and participation in 2019!

2019 Highlights

Business Development

- Administered three EDA loans totaling \$95,000 for Houston County Businesses
- Administered a \$20,000 loan to Mike and Sarah Klug for Klug Insurance Agency
 - Total project cost \$145,000
 - Funds used to expand insurance business for relocation and construction
 - Add 1 FTE
- Administered \$65,000 loan to Patrick and Debra Longmire for Red's Hometown Market
 - Total project cost \$435,000
 - Funds used for coffee shop addition and deli area additions
 - Add 1 FTE and 2 or 3 part-time jobs
- Administered a \$10,000 loan to Suzanne Roesler for Caledonia Bakery
 - Total project cost \$175,000
 - Funds used for operating costs
 - Retain several jobs and add 1 FTE
- Approved a loan to Acentek for \$75,000 pending Acentek receives grant funding to provide broadband to rural Houston
 - Total project cost estimate \$10,146,038
 - If funds are awarded, high speed internet will be made accessible to approximately 800 locations in Houston County including businesses, residences, and farms
- Provided personal business coaching to Houston County business owners
- Held a free Marketing in the Morning workshop in Caledonia



- Hosted a Design Thinking Workshop with Destination Medical Center for entrepreneurs, students, and community members in La Crescent
- Coordinated tours in celebration of the statewide Manufacturing Week, creating the opportunity for 60+ regional students to tour Truss Specialists and Crest Precast Concrete
- Hosted two networking and career workshops in Spring Grove for area producers and farmers

Revolving Loan Fund Summary (as of Dec. 31, 2019):

Total Number of Active Loans:	13
Year End 2019 Cash on Hand Available to Lend:	\$436,247.21
Year End 2018 Cash on Hand Available to Lend:	\$401,891.00
Outstanding Principal 2019	\$288,524.09
Outstanding Principal 2018:	\$231,756.30

Loan Investments in 2019

Total Loan Investments:	\$95,000
Total Dollars Leveraged:	\$755,000

New Farming Initiative

- Officially launched a new farming initiative to help farmers try new things both on and off the farm. The EDA's goal is to get to know farmers, develop plans based on their individual interests and needs, and help them adapt so that they can be successful.
- Developed a partnership with Workforce Development Inc. and U of M Extension
- Held several farmer round table discussions
- Houston County EDA and its partners met with 30+ individual Houston County farmers in 2019 to discuss needs
- Developed new agriculture page on EDA website with resources for farmers: <https://houstoncountymn.com/agriculture/>
- Created idea book for farmers
- Secured an \$18,000 SMIF grant for new farming enterprise called Driftless Grown: Helps farmers build skills as entrepreneurs and connect with resources to help strengthen their business. Aims to support existing and budding farmers by connecting them with education, networks, resources, and new markets, as well as attract new entrepreneurs to the region through strategic branding and promotion
- Partnered with WDI to host *The Construction Trades and You? For Farmers* in Spring Grove
- Houston County EDA's new farming initiative and local farmer Mary Lou Graf from Hokah were featured in a Minnesota Public Radio news story



Bluff Country Collaborative

- Continued work on the Bluff County Collaborative (BCC), a partnership between Houston County EDA, Fillmore County EDA, area schools including all Houston County School Districts, over 50 businesses, Workforce Development Inc, Perkins Consortium, and SE Service Cooperative. This partnership aims to create work-based learning opportunities for local students. The effort looks to place students with local business experiential learning activities, creating valuable job experience, exposing them to career opportunities, and develop workforce a workforce pipeline for participating businesses.



- Held a senior day for 300+ area students with BCC businesses that included an entrepreneurial panel, mock interviews, and soft skills training
- Held stakeholder meeting to generate interest in the BCC
- Secured grant funding to hire two experiential learning coordinators for BCC pilot program
- Launched FutureForward, a free online tool for employers to connect with local educators and students

Breakdown by Houston County City

- The Houston County EDA strives to work on county-wide initiatives while also getting to know each individual community within the County and assisting them with individual needs. Business visits were conducted in each Houston County City throughout the year.

Brownsville: Met with City Administrator to discuss economic development needs, spoke to groups on farming initiative with Brownsville City Administrator

Caledonia: Attended City EDA meeting, presented at Rotary and Chamber events, held marketing event in City, approved EDA loans for two Caledonia Businesses



Eitzen: Researched grant opportunities for new city sidewalk, attended City Council meeting, presented at HC Cattleman Association Dinner

Hokah: Met with City Clerk, conducted business visits, discussed plan with city to begin process of SCDP grant in 2020

Houston: Attended Chamber member meetings, community group meetings regarding interested in historic property grant opportunity, business consultations, approved EDA loan for Houston business pending they receive grant funding for broadband expansion project

Spring Grove: Held several farmer events in Spring Grove, attended entrepreneur happy hour, attended business financial planning workshop, attended steering committee meetings, helped build Heritage House site, approved EDA loan for Spring Grove business, attended SMIF bus tour Spring Grove stop

La Crescent: Attended City Community Development Meeting, held event at new La Crescent area event center, partnered with La Crescent Community Development Office and La Crescent Chamber to apply for Keep Company Co-Working Space Grant, presented at La Crescent Chamber and Rotary meeting on EDA projects and upcoming events

2020 GOALS

- Continue to grow public **awareness** of the Houston County EDA
 - Convene with municipal EDAs
- Implement **strategic marketing** practices for Houston County and its communities
 - Continue to grow social media presence
 - Maintain distribution of brochures
 - Provide **support to local businesses** and entrepreneurs
 - Carry out business retention visits and tours
 - Continue to offer business coaching through the Small Business Development Center
 - Host free technical assistance trainings and business workshops
- Continue **partnerships with Houston County schools** and continue **Bluff Country Collaborative** work
- Continue to work with farmers on **farming initiative**





Date: February 5, 2020

To: Houston County Commissioners & Staff

From: Allison Wagner, Houston County EDA

RE: \$30,000 from Revolving Loan Fund to Kaddy's Kafe, Inc

Background: On February 5, 2020, Lori Kadlec owner of Kaddy's Kafe, Inc in La Crescent attended the EDA meeting to request \$30,000 in financing for purchasing the building Kaddy's Kafe is currently operating out of at 236 Main Street. The total project cost is \$225,000 with the owner injecting \$42,000 in equity. The owner has secured a line of credit from her bank.

The project will retain 24 jobs including 5 FTE.

Recommendation: After due consideration and discussion, the EDA Board of Directors unanimously passed a motion on February 5, 2020 to recommend that the Houston County Commissioners approve the Kaddy's Kafe request for assistance by providing a \$30,000 loan at the 2020 set rate and terms (3.75% for 7 years).

Action Required: A motion made by the Board of Commissioners approving the Kaddy's Kafe request for assistance by providing a \$30,000 loan at the 2020 set rate and terms (3.75% for 7 years) from the County's Revolving Loan Fund.



FEDERAL RECREATIONAL TRAIL PROGRAM 2020 Equipment Grant Application

Project #

LaCrescent Snowmobile Club - 472

1) GENERAL CONTACT INFORMATION:

Grant Applicant (Unit of Government Required):	Houston Co.
Contact Person:	Larry Meyer Jeff Babiński
Contact Title:	Houston County Administrator
Mailing Address:	304 S. Marshall St Caledonia MN 55921
Phone:	507-725-5827
Email address:	Jeff.Babiński@Co.Houston,MN.us
If the project has a trail club, organization, or project partner, please include below:	
Organization/Club Name:	LaCrescent Snowmobile Club
Contact Person:	Larry Meyer
Contact Title:	Trail Coordinator
Mailing Address:	PO Box 54 LaCrescent MN
Phone:	608-769-4597 507-894-4101
Email address:	walked-Aline@yahoo.com

2) GENERAL PROJECT INFORMATION:

Project Name:	LaCrescent Snowmobile Club - Trail groomer
Project Summary (30 words or less):	Purchase of 2019 Gator for Fall trail improvements, winter grooming, and spring clean-up.
Project Completion Date:	
Trail Name:	62.5 m maintained
Website with Trail Info:	

3) FINANCIAL INFORMATION:

Grant Request:	\$ 26,146.69 28,014.29	Source of Cash Match (describe below in the box next to \$ amount):	Are match funds secured? (Yes/No)	Grant-in-Aid Funds (Yes/No)
Matching Funds (25% match required for purchases <\$75k; = or > \$75k, match is 50%):	\$ 11,257.21 \$ 9338 ¹⁰	club savings acct	yes	NO
Total Purchase Cost:	\$ 37,352.39	(Grant Request + Matching Funds must = Total Purchase Cost)		
If this project has received federal funding through the Enhancements Program or Transportation Alternative Program, please indicate which year the project is				FFY: NA

programmed for construction?	NP

6) EQUIPMENT PURCHASE DESCRIPTION:

Provide a description sufficient enough to understand the purchase. Provide specifications of the equipment for which you are seeking assistance. Include make and model of equipment, as well as an invoice showing estimate of cost as an attachment (see attachment checklist). Use the box below.

The purchase of A John Deere GATOR XUV835
model year 2019

TO BE used AS Fall TRAIL work Brushing
winter Grooming and Spring Clean up and TRAIL

Closed.

A new ARROW Groomer 5'x9' For Grooming SNOW
on all Public TRAIL'S

7) EQUIPMENT PURCHASE COST BREAKDOWN:

Identify each recreational trail/facility being proposed for funding. Provide a short quantitative description of the purchase, the total estimated cost and the expected purchase date for each piece of equipment. Add or delete rows in the text boxes below as appropriate.

Equipment Name	Description	Estimated Cost	Expected Purchase Date
John Deere	XUV 835 R 4x4 GATOR	30,352. ³⁹	12-12-19
Arrow		7,000 ⁰⁰	
Total		3 \$ 37,352. ³⁹	

LaCrestaur Trails / LaCrestaur Snowmobile Club

8) EQUIPMENT WORK AREA LOCATION MAP:

It is important for reviewers to have an idea of where in the state and/or your region the purchase being proposed will be utilized. This map is to be 8 ½ X 11 in size ONLY, **in color** and able to show where the purchase will generally be utilized within the state or region. So typically the scale of this map is large. Insert the map here.

9) CURRENT ABILITY TO MAINTAIN TRAILS:

9A) If within the Grant-in-Aid Program, how many miles of trail are groomed / maintained AND how much GIA funding was awarded in the most recent year? Use the box below.

In Grant-in-Aid = 62.5 miles, For fiscal year 2020 ~~we~~ the club will receive \$ 18,100.50

9B) Provide the following information for each piece of grooming / maintenance equipment you presently own. Use the boxes below.

Description of equipment (type, make, model, year manufactured):	Total operating hours for each piece of grooming / maintenance equipment you presently own:	Condition of each piece of equipment and estimated value:
Bombardier, BR180 2003	1480 hrs	Good Condition. \$ \$ 35,000
Arrow Drag 8'		Good Condition 6300.00
Case IH 895 4x4 w/loader 1994	4201 hrs	Good Condition \$ 10,000
Brush Hog		Good Condition \$ 650.00

9C) Does your club/organization maintain trails not in the GIA Program, and if so, how many miles? Are any trails maintained through contracts (other than GIA), and if so, how many miles? Use the box below.

5 1/2 miles of now ~~not~~ funded public club trail.

10) EVIDENCE OF APPLICANT CAPABILITY:

Demonstrate your ability to complete the purchase, subsequently operate and maintain it, and protect the equipment after purchase. Specifically provide evidence of successful and timely completion of other such purchases. Discuss where and how the equipment will be housed. Use the box below.

2019 J/A Gate

Drag

37,000.00

club has already purchased the equipment, we have local operators to operate, will be taken in for service. Housed in heated Building.

11) PUBLIC NEED FOR AND BENEFIT OF PURCHASE:

Why should this project be funded? What safety concerns will be addressed with this project? Is there urgency to move ahead with this project now, and what consequences are looming? Demonstrate the benefit from this purchase compared to the total cost? How many people would be expected to use the trail maintained with this equipment over the course of one year? Use the box below.

economy benefit for us, clearing hazardous objects - emergency services better safer, more benefits
would like help reimbursement - emergency services better safer, more benefits

12) CONTEXT OF PURCHASE IN A WIDER PLAN:

Demonstrate compatibility with local/area/state trail plans, and compatibility with plans guiding management of trail systems, etc. What relationship does the proposed purchase have to other outdoor recreation facilities and trails? Use the box below.

Our equipment is used for maintaining public trails

13) IDENTIFY ADVERSE IMPACTS THAT MIGHT BE REALIZED AS A RESULT OF PURCHASE:

Will the purchase result in increased use? What possible conflict situation may arise? Use the box below.

Yes, we believe that if our trails were

Wing it - when snow melts

RESOLUTION NO. 20-18

**MINNESOTA FEDERAL RECREATIONAL TRAIL PROGRAM GRANT
LA CRESCENT SNOMOBILE CLUB**

February 11, 2020

WHEREAS, The County of Houston supports the grant application made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Grant Program; The application is to purchase snowmobile grooming equipment to maintain approximately 62.5 miles of trail for the La Crescent Snowmobile Club; and

WHEREAS, the County of Houston recognizes the twenty-five (25) percent match requirement for the Federal Recreational Trail Program, and matching funds will be provided by the La Crescent Snowmobile Club;

NOW, THEREFORE, BE IT RESOLVED, if the County of Houston is awarded a grant by the Minnesota Department of Natural Resources, the County of Houston agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above reference project. The County of Houston will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement; and

BE IT FURTHER RESOLVED, the County of Houston names the fiscal agent for the County of Houston for this project as Jeff Babinski, County Administrator, 304 S. Marshall St; Room 212C, Caledonia, MN 55921; and

BE IT FURTHER RESOLVED, the Houston County Board of Commissioners does hereby assure the grooming equipment acquired through this grant will be maintained for no less than twenty (20) years or until such time as appropriate disposition actions are approved by the Minnesota Department of Natural Resources.

*****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 February 11, 2020.

WITNESS my hand and the seal of my office this 11th day of February 2020.

(SEAL)

Jeff Babinski, County Administrator

Agreement for Collections of Lamps

Issued To

Houston County Solid Waste & Recycling

Lamp Recycling

Effective as of January 1, 2020

**AGREEMENT FOR COLLECTIONS
OF FLUORESCENT AND HIGH INTENSITY DISCHARGE LAMPS
BETWEEN
SLIPSTREAM GROUP, INC.
AND HOUSTON COUNTY SOLID WASTE & RECYCLING**

THIS AGREEMENT (“Agreement”) is between Slipstream Group, Inc. (“Slipstream”) and Houston County Solid Waste & Recycling (the “Recycler”), a COUNTY of the State of Minnesota.

WHEREAS, Slipstream has contracted with Xcel Energy Services Inc. (“Xcel Energy”) to administer a lamp recycling program; and

WHEREAS, the Minnesota Legislature has enacted Minn. Stat. § 115A.932, which prohibits the disposal of fluorescent and high intensity discharge (HID) lamps in solid waste, and Minn. Stat. § 216B.241, subd. 5(b), requires Xcel Energy, as a public utility that provides electric service to 200,000 or more customers, to establish, either directly or by contracting with another, a system to collect and recycle lamps from its residential customers and its small business customers that generate an average of fewer than ten spent lamps per year; and

WHEREAS, the Recycler has established and currently operates a program for the collection and management of household hazardous waste (HHW program), including the collection of fluorescent and HID lamps from Xcel Energy’s residential household customers located in the Recycler’s area; and

WHEREAS, Recycler’s area consists of Houston County; and

WHEREAS, Slipstream and the Recycler desire to enter into an Agreement whereby Slipstream will pay costs incurred by the Recycler for the collection and recycling of fluorescent and HID lamps (lamps) from Xcel Energy’s residential customers as part of Xcel Energy’s system to meet its statutory obligations.

NOW, THEREFORE, in consideration of the terms and conditions stated in the Agreement, Slipstream and the Recycler agree as follows:

1. Lamp collection and recycling. On behalf of Slipstream and Xcel Energy and as part of the Recycler’s HHW program, the Recycler shall collect and recycle lamps in the Recycler’s area. Collection and recycling services will be provided at no cost to Xcel Energy residential customers generating an average of fewer than ten spent lamps per year. The Recycler shall offer lamp collection services to such Xcel Energy customers at Recycler’s household hazardous waste collection site(s), and may arrange with local units of government to provide additional sites for collecting lamps. The Recycler shall be responsible for:

- a. Providing to Slipstream on a monthly basis throughout the program year a description and schedule of lamp collection events in the Recycler’s area for the program year and updated schedule information throughout the year;
- b. Operating and maintaining HHW collection sites;
- c. Arranging collection, storage, transportation, and recycling of lamps; and

- d. Completion and prompt submittal to Slipstream on at least a quarterly basis of a CFL Recycling Report, an example of which is attached hereto as Exhibit A.

2. Reimbursement Request for Lamp Collection Activities. At the same time that the Recycler submits its CFL Recycling Report, the Recycler shall also provide on at least a quarterly basis and in a form acceptable to Slipstream (Exhibit B – Lamp Recycling Reporting Invoice) the following documentation regarding the Recycler's lamp collection and recycling activities:

- a. A description of the number and types of lamps collected;
- b. Costs of administration, labor, supplies, storage, transportation, and recycling of lamps from residential households;
- c. Proof that collected lamps were recycled;
- d. The percentage of the Recycler's lamp collection and reimbursement costs that Slipstream will pay is 34%.
- e. The total amount to be reimbursed to the Recycler.

This documentation shall be provided to the Slipstream designated representative on at least a quarterly basis, or as available.

Slipstream shall pay to the Recycler the costs incurred by the Recycler for the collection and recycling of lamps from residents at the percentage defined in 2d.

Slipstream shall pay to the Recycler the costs incurred by the Recycler for the collecting and recycling of the following type of lamps: fluorescent tubes, circular, u-bend, compact fluorescents and high intensity discharge. Ballasts that are not attached to the bulb will not be reimbursed.

- f. The Recycler shall be responsible for its own expenses, including but not limited to operation and maintenance of collection site(s), and promotional expenses above and beyond Slipstream's planned and coordinated promotions.
- g. This Agreement is expressly contingent upon Minnesota Department of Commerce's (DOC) approval of Xcel Energy's request to implement the Program in Xcel Energy's Minnesota service area as a Conservation Improvement Program (CIP). If such approval is not given initially, or is subsequently withdrawn, or recovery of program costs through electrical rates is disallowed by the Minnesota Public Utilities Commission (MPUC), this Agreement shall be null and void upon notification to the Recycler. Slipstream shall make no further payments to the Recycler, except that Slipstream shall make such payments for which services have been rendered through the date of the notification.

Prior year invoices shall be submitted on or before April 1, following each year of this Agreement. Invoices received after this date will not be eligible for reimbursement.

3. Reimbursement Payments by Slipstream. Slipstream shall reimburse the Recycler for costs associated with the collection and recycling of lamps as follows:

- a. Within thirty (30) days following receipt of complete, timely and accurate documentation listed in Section 2 of this Agreement, Slipstream shall reimburse the Recycler the percentage of the costs incurred by the Recycler for the collection and recycling of lamps as calculated by Section 2 of this Agreement. For lamps from residential customers, this shall include reimbursement for costs including administration, labor, supplies, storage, transportation, and recycling of lamps and costs associated with the Recycler coordination with local units of government for establishment of additional lamp collection events in the Recycler's area.
- b. Slipstream shall not reimburse the Recycler for promotional expense above and beyond Slipstream's planned and coordinated promotions.
- c. To be considered for reimbursement, all prior year invoices must be submitted on or before April 1, following each year of this Agreement. Invoices received after this date will not be eligible for reimbursement.

4. Auditing. Within sixty (60) days of receipt of documentation listed in Section 2, Slipstream shall have the right to audit said documentation and request additional information. Further, the Recycler shall maintain adequate supporting records for verification of actual costs paid by the Recycler. The records shall be in a form that is consistent with generally accepted accounting principles, consistently applied. During the term of this Agreement and six (6) years following final payment hereunder, the Recycler shall preserve such records and allow access to them, by Slipstream auditors, during normal business hours. The Slipstream and Xcel Energy records and documents that are relevant to this Agreement or transaction shall be subject to examination by Slipstream, the legislative auditor or the State auditor, during the term of this Agreement and for a period of at least six years following termination or cancellation of this Agreement, pursuant to the requirements of Minn. Stat. Section 16C.05 Subd. 5, as it may be amended.

5. Reserved.

6. Recycler's Obligation Defined by Agreement. Slipstream and the Recycler acknowledge and agree that the Recycler's obligations to collect and recycle lamps are solely defined by this Agreement and any applicable law.

Recycler will conduct all lamp collection activities under the Agreement in an economically, socially and environmentally responsible manner. Recycler further agrees to ensure that its employees, agents and representatives perform the lamp collection activities in accordance with Xcel Energy's Code of Conduct, as in effect from time-to-time, which is available upon request.

7. Term. The term of this Agreement is from January 1, 2020, until December 31, 2020, regardless of the date of signatures. At the option of Slipstream and the Recycler, this Agreement may be renewed on an annual or biannual basis concurrent with Xcel Energy's statutory obligation to establish a system to collect and recycle lamps from residential and small business customers or otherwise.

8. Termination. Notwithstanding the terms of this Agreement, Slipstream may, at its option, terminate the Agreement in whole or in part, upon thirty (30) days prior notification to Recycler, unless Xcel terminates the program with less than 30 days' notice, in which case Slipstream would be able to terminate with immediate

effect, whether or not Recycler is in default. Recycler may terminate this Agreement, in whole or in part, upon sixty (60) days prior notification to Slipstream.

9. Notice. All information shall be sent by United States mail, postage prepaid, to the following representatives of Slipstream and Recycler, or may be submitted by email:

To Slipstream

Becky Jones
Slipstream
431 Charmany Drive
Madison, WI 53719

To the Recycler:

Julie Amundson
Houston County Solid Waste & Recycling
Houston County Courthouse
304 S Marshall Street, Room 202
Caledonia, MN 55921

10. Indemnification. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The liability of the Recycler shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law.

11. Compliance with Laws. The parties agree to abide by all applicable Federal, State or local laws, statutes, ordinances, rules and regulations now in effect of hereafter adopted pertaining to this Agreement or the facilities, programs and staff for which each party is responsible. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in courts located within the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ACCEPTED:

ACCEPTED:

RECYCLER

Slipstream

Houston County Solid Waste & Recycling

By: _____

By _____

Name: _____

Name: Frank Greb

Title: _____

Title: COO

Date: _____

Date: _____

Exhibit “A”

2020 Xcel Energy Minnesota County CFL Recycling Report

Date of submitted report:

County Name:

% of total reimbursed by Xcel Energy:

0%

(insert % approved to be paid by Xcel Energy per 2015 contract)

County Name:

County Address:

County Contact:

Time Period	Invoice #	under 4ft	over 4ft	CFLS	Circular	U - bent/tube	HID	Other	Broken (lbs)	Total Bulbs	Admin	Labor	Storage/Transportation	Supplies	Disposal	Business Bulb Costs	Total Costs	Xcel Energy Reimbursement Total
										-	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
										-							\$ -	\$ -
										-							\$ -	\$ -
										-							\$ -	\$ -
										-							\$ -	\$ -
Totals		-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Disposal Company :

Description of recycling offering(s):

Please ensure that all receipts, invoices and certificates of recycling are attached to this report along with an actual INVOICE from your county

Any questions please contact Becky Jones at Slipstream
608-729-6815
beckyj@weccusa.org

Exhibit "B"

**Houston County Lamp Recycling
Invoice**

Invoice date:

Invoice #:

Recycle Time Date/Period:

To: Slipstream
Attn: Becky Jones
431 Charmany Drive
Madison WI 53719

DISPOSAL COSTS:	Quantity	Price each	Total Cost
4 ft or less Fluorescent Lamps			\$
Over 4 ft Fluorescent Lamps			
CFLs			
Circular			
U-Bent Fluorescent Lamps			
HID			
Other			
Broken			
Total Disposal Costs			\$
OTHER COSTS:			
Administration			
Labor			
Storage			
Supplies			
Total Expenses			\$
Amount due (%)			\$

Remit Payment to: Houston County Solid Waste & Recycling
Attn: Julie Amundson
Houston County Courthouse
304 S Marshall Street, Room 202
Caledonia, MN 55921

PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as the "County" and **Frederick Guardianship Services, LLC**, 8495 Von Arx Drive, Hokah, MN 55941, referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services has identified a need for Guardianship/Conservator services and related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who has demonstrated deficits in behavior which evidence an inability to meet personal needs for medical care, nutrition, clothing, shelter, or safety; or concerning the appointment concerning the person's estate or financial affairs, has demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs effectively by reason of detention by a foreign power or disappearance.

WHEREAS, this is a mandated service under Minnesota Statute 524.5-301 and 524.5-401; and

WHEREAS, the County wishes to purchase such program services from the Provider;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, Houston County and Frederick Guardianship Services, LLC agree as follows:

1. TERM:

The term of this Agreement shall be from January 1, 2020 through December 31, 2020. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice.

2. SERVICES:

The County wishes to purchase and the Provider agrees to provide the following:
See Attachment A.

<u>BRASS CODE</u>	<u>SERVICE DESCRIPTION</u>
59509	GUARDIANSHIP (DD)
69500	GUARDIANSHIP (ADULT)
61600	TRANSPORTATION
64800	MONEY MANAGEMENT

3. COST AND DELIVERY OF PURCHASED SERVICES:

The amount paid for service will be billable at \$45.00 per hour with prior authorized from Houston County for each hour of service for each client. See the Individual Service Agreement(s) for number of units and service descriptive.

Purchased services shall be provided in the community or in the residences of the clients being serviced.

The \$45.00 per hour fee includes administrative services as are reasonably or necessarily incurred by the Provider including documents, reports, mileage (unless otherwise pre-approved by a Houston County Case Manager), phone calls, certificates, etc. as required by this Agreement.

4. ELIGIBILITY FOR SERVICES:

Service eligibility will be determined according to the criteria established by Houston County's Human Service Plan.

Services under this Agreement shall only be provided to clients meeting this criteria of indigent residents of Houston County.

The County shall determine an indigent client AND the category of complexity shall be assigned by the County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by the County prior to start of service. Service level is subject to negotiation by Provider and County in the light of actual experience with the client and/or changing circumstances.

5. PAYMENT FOR SERVICE:

The Provider shall within ten (10) working days following the last day of each month, submit a county approved invoice for purchased services to Houston County. The invoice shall show client name, address, case number and a detailed listing of the service(s) provided. The details must include hours or partial hours for each service provided. Houston County shall, within thirty (30) days of the receipt of the invoice, make payment for all units of service billed.

The Provider further acknowledges that bills must be current and timely. The Provider acknowledges that there will be a reduction of 50% of the total amount billable, on bills submitted for payment more than 3 months after date of service.

If the ward/conservatee has a monthly income and is:

- 1) Receiving Minnesota Supplemental Aid (MSA) and not residing in Nursing Home or Regional Treatment Center or
- 2) Receives Group Residential Housing (GRH) benefits or
- 3) Receiving Medical Assistance (MA) Payments of Long-Term Care (LTC) Services, the Conservator/Guardian shall deduct 5% of the ward's/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$120.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds the County payment amount, there will be no County payment to Provider.

6. RECORDS:

The Provider shall maintain such records and provide the County (DD and/or MH Unit) with financial, statistical and service reports as the County may require for accountability.

The Provider agrees to cooperate in evaluative and/or outcome efforts as required by the County.

7. INDEPENDENT CONTRACTOR:

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; and the 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.

It is agreed that nothing contained in the Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with the County. And nor shall the Provider, its employees, agents, and representatives be considered employees, agents and representatives of the County.

8. PROVIDER STANDARDS AND LICENSES:

- a. The Provider shall furnish to the County a background resume to include the following: professional and personal credentials for guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.
- b. The Provider will annually authorize Houston County Human Services to perform a background check under the Criminal Justice Information System for evidence of maltreatment of adults, vulnerable adults, and any criminal exploitation. The Provider will be required to consent to a background check (local and state) prior to a contract being issued.

- c. Provider will comply with all court background check and background reporting requirements, including filling out forms annually and when any changes occur, if applicable.
- d. If required, the Provider shall remain licensed by the State during the term of this Agreement. Houston County will only pay for Contract Management services provided pursuant to such licensing requirements.
- e. When licensing is required, the revocation of the license shall be the cause for cancellation of this Agreement effective upon receipt of the cancellation notice, other provisions for cancellation of this Agreement notwithstanding.
- f. The Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- g. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a, b, c as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

9. SAFEGUARD OF CLIENT INFORMATION:

The use or disclosure by the Provider 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 or Providers responsibility with respect to the Purchased Services hereunder is prohibited except upon written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

THE REMAINDER OF THIS PAGE WAS 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.

Approved As To Form And Execution:



Houston County Attorney

Dated: 1-29-2020

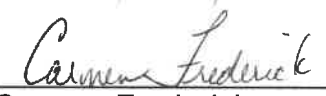
Chairperson
Houston County Board of Commissioners

Dated: _____



John Puleasa, Director
Houston County Human Services

Dated: 1/21/20



Carmen Frederick
Frederick Guardianship Services, LLC

Dated: JANUARY 27, 2020

Houston County's Conservatorship/Guardianship Service Definition

A guardian or conservator:

- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
- Is responsible for protecting the rights of ward or protected person.
- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other IDT members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

Duties:

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
- Attend Care Conference, annual meetings, ISP and IHP meetings on client's behalf
- Communicate with IDT members regarding decisions made

Conservator:

- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

Guardian:

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s)

General:

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to Houston County

Rates:

The reimbursement rate is \$45.00 per hour. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a Houston County Case Manager.

Service Agreements:

Individual Service Agreements will authorize the amount and frequency of service to be provided to each client. Guardians/conservators cannot exceed the authorized amount of service to be provided without having gotten prior approval from the involved social worker, or designee, to do so.

Billing:

Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly.

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: 2/6/2020

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:

Review and approve contract for guardianship services with Fredrick Guardianship Services LLC

Attachments/Documentation for the Board's Review:

Two copies of contract for signature

Justification:

Action Requested:

Review and approve 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.

LG214 Premises Permit Application**Annual Fee \$150 (NON-REFUNDABLE)****REQUIRED ATTACHMENTS TO LG214**

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to **"State of Minnesota."**

Mail the application and required attachments to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.**ORGANIZATION INFORMATION**

Organization Name: LA Crescent Snowmobile Club License Number: _____
 Chief Executive Officer (CEO) Timothy Feltor Daytime Phone: 608-738-5282
 Gambling Manager: Alex Fricke Daytime Phone: 507-459-7185

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: LA Crescent Snowmobile Club
 List any previous names for this location: _____

Street address where premises is located: 2485 Co. Rd. #6, LA Crescent, MN 55947
(Do not use a P.O. box number or mailing address.)

City: _____ **OR** Township: _____ County: _____ Zip Code: _____

Does your organization own the building where the gambling will be conducted?

**Yes****No**

If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?



Yes



No



Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?



Yes



No



Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: _____ Bank Account Number: _____

Bank Street Address: _____ City: _____ State: **MN** Zip Code: _____**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
_____	_____	MN	_____
_____	_____	MN	_____
_____	_____	MN	_____

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION
**CITY APPROVAL
for a gambling premises
located within city limits**

City Name: _____

Date Approved by City Council: _____

 Resolution Number: _____
(If none, attach meeting minutes.)

Signature of City Personnel: _____

Title: _____ Date Signed: _____

**Local unit of government
must sign.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

 County Name: Houston County

Date Approved by County Board: _____

 Resolution Number: _____
(If none, attach meeting minutes.)

Signature of County Personnel: _____

Title: _____ Date Signed: _____

TOWNSHIP NAME: _____

Complete below only if required by the county.
On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|

Signature of Chief Executive Officer (designee may not sign)
Date

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public

information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;

Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.

An equal opportunity employer

RESOLUTION NO. 20-17

**MINNESOTA LAWFUL GAMBLING PERMIT APPROVAL
LA CRESCENT SNOMOBILE CLUB**

February 11, 2020

BE IT RESOLVED, the Houston County Board of Commissioners does hereby approve the Minnesota Lawful Gambling Application for Exempt Permit on behalf of the La Crescent Snowmobile Club for gambling activities to be conducted at the La Crescent Snowmobile Club in La Crescent Township, with no waiting period.

*****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 February 11, 2020.

WITNESS my hand and the seal of my office this 11th day of February 2020.

(SEAL)

Jeff Babinski, County Administrator

**HOUSTON COUNTY
AGENDA REQUEST FORM
February 11, 2020**

Date Submitted: 02.06.2020

By: Tess Kruger, HRD/Facilities Mgr.

APPOINTMENT REQUEST - NONE

CONSENT (HR requests)

Auditor/Treasurer

- Change the pay class of Beverly Bauer and Diane Imhoff (67 day temporary employees) to Technical Clerk II (B22) at Step 1, effective retroactively to their dates of hire (January 2020)

Department of Corrections

- Change the date of hire for Barbara Schmitz, .8 FTE probationary Technical Clerk I (B21) from 02/11/2020 to 02/13/2020

Environmental Services

- Accept the resignation of Julie Amundson, Solid Waste Coordinator, effective noon February 14, 2020; thank Julie for 9 years of service to the residents of Houston County

Public Health & Human Services

- Change the status of Health Educator, Audrey Staggemeyer, from probationary to regular effective 02/19/2020

<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 checked="" type="checkbox"/> PHHS Aud/Treasurer
<u>Recommendation:</u>			
<u>Decision:</u>			