



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  
Greg Myhre

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## HOUSTON COUNTY BOARD OF COMMISSIONERS BOARD MEETING AGENDA

9:30, June 23, 2020, County Board Room, Historic Courthouse

**\*\*\*\*\*The meeting will be accessible to public participants via our conference call line at 312-626-6799 and entering meeting ID: 95901088109 and password 424342. Public attendees are requested to mute their line until addressed.\*\*\*\*\***

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### APPROVE AGENDA

### APPROVE PREVIOUS MINUTES

- June 9 - Board Meeting
- June 16 –Workgroup Session

### PUBLIC COMMENT

### COVID-19 Update from Public Health

### 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 20-32 State Boat and Water Safety Grant.
- 3) Affirm the following personnel actions:
  - i. Highway Department
    1. Accept the resignation of Wesley Burroughs, Maintenance Specialist, effective the end of the work day of June 25, 2020 and thank Wes for his service to the residents of Houston County.
    2. Initiate a competitive search for a Maintenance Specialist, B23-2.
  - ii. Public Health and Human Services
    1. Initiate a complete search for a Case Aide, B-22, assigned to Public Health.

## **ACTION ITEMS**

- 1) Consider accepting the low bid offer for SAP 028-599-093 for a bridge replacement on Prairie Ridge Road in Sheldon Township. (Pogodzinski)
- 2) Consider approval of Resolution 20-33 Houston County Veteran's Memorial. (Babinski)

## **DISCUSSION ITEMS**

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

## **CLOSING PUBLIC COMMENT**

## **ADJOURN**

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
June 23, 2020**

**Date Submitted:** 06.20.2020

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

**APPOINTMENT REQUEST**

**HR CONSENT AGENDA REQUEST**

**Highway**

- Accept the resignation of Wesley Burroughs, Maintenance Specialist, effective the end of the work day of June 25, 2020 and thank Wes for his service to the residents of Houston County
- Initiate a competitive search for a Maintenance Specialist, B23-2

**Public Health & Human Services**

- Initiate a competitive search for a Case Aide, B-22, assigned to Public Health

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

# Houston County Agenda Request Form

Date Submitted: June 15, 2020

BOARD DATE: June 23, 2020

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Board approval needed to approve the low bid for SAP 028-599-093 for a bridge replacement on Prairie Ridge Road in Sheldon Township.

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

Abstract for SAP 028-599-093 will be available June 15, 2020

**Justification:**

**Action Requested:**

Board approval to accept lowest responsible Bidder. Language for Minutes:

File No. XX - Commissioner \_\_\_\_\_ moved, Commissioner \_\_\_\_\_ seconded, unanimously carried to accept the low bid of **PRIVACY** in the amount of **PRIVACY** for SAP 28-599-093 for Bridge Replacement on Prairie Ridge Road in Sheldon Township.

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

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



6/15/2020

## Houston County DOT Project Bid Summary

Project Name: SAP 028-599-093 Prairie Ridge  
Road Contract No.: 307  
Client: Houston County Department of  
Transportation Project No.: SAP 028-599-093  
Bid Opening: 06/15/2020 10:00 AM Owner: Houston County Department of Transportation

PRIVACY INFORMATION REMOVED



RESOLUTION NO. 20-32

**AUTHORIZATION TO EXECUTE THE MINNESOTA DEPARTMENT OF NATURAL  
RESOURCES 2020 BOAT AND WATER SAFETY GRANT**

June 23, 2020

BE IT RESOLVED that the Houston County Board of Commissioners accepts the State of Minnesota 2020 “Annual County Boat and Water Safety Grant Agreement” Contract #177094; and

BE IT FURTHER RESOLVED that the County Board Chairperson, County Administrator and Sheriff are authorized to execute the Contract and any amendments on behalf of the County of Houston.

\*\*\*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 April 14, 2020.

WITNESS my hand and the seal of my office this 14<sup>th</sup> day of April 2020.



# DEPARTMENT OF NATURAL RESOURCES

## 2020 STATE OF MINNESOTA ANNUAL COUNTY BOAT AND WATER SAFETY GRANT AGREEMENT

### ENCUMBRANCE WORKSHEET

Contract#

177094

PO#

3-170941

#### State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2020	Source Type State	Vendor Number 0000197295-001
Total Amount \$4,025	Project ID R29G70CGFFY18	Billing Location R297000221	DUNS 071764690	

#### Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date January 1, 2020	Grant End Date June 30, 2021
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#### Grantee Name and Address:

Houston County Sheriff's Office  
306 S Marshall Street  
Caledonia, MN 55921

#### Payment Address:

(where DNR sends the check)  
Houston Co. Treasurer  
304 S. Marshall St. #111  
Caledonia, MN 55921

# 2020 STATE OF MINNESOTA ANNUAL COUNTY BOAT AND WATER SAFETY GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Houston County Sheriff's Office, 306 S Marshall Street, Caledonia, MN 55921, (071764690) ("Grantee"). The payment address for this grant agreement is Houston Co. Treasurer, 304 S. Marshall St. #111, Caledonia, MN 55921.

## Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## Grant Agreement

### 1 Term of Grant Agreement

- 1.1 **Effective date:** January 1, 2020. Once this grant agreement is fully executed, the Grantee may claim reimbursement for 2020 grant expenditures incurred back to effective date. Reimbursements will only be made for expenditures made according to the terms of this grant agreement.
- 1.2 **Expiration date:** June 30, 2021. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.
- 1.4 **Incur Expenses.** Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after January 1, 2020 are eligible for reimbursement.

### 2 Grantee's Duties

The Grantee, who is not a state employee, will provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

**Reporting Requirements:** The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

### 3 Time

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

### 4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:
  - (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Four thousand twenty-five dollars (\$4,025).
  - (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Four thousand twenty-five dollars (\$4,025).
- 4.2 **Payment**
  - (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this contract.



#### 4.3 Contracting and Bidding Requirements

- (a) Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41 through 177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

#### 5 Conditions of Payment

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

#### 6 Authorized Representative

The State's Authorized Representative is Rodmen Smith, Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5361, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Mark Inglett, Houston County Sheriff's Office, 306 S Marshall Street, Caledonia, MN 55921. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

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

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

#### 8 Liability

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

#### 9 Audits (State and Single)

Under [Minn. Stat. §16B.98, subd. 8](#), the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

#### 10 Government Data Practices and Intellectual Property

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

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

#### 11 Workers' Compensation

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

**12      Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.

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

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

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

**14      Termination**

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

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

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature

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

**15      Data Disclosure**

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

**16      American Disabilities Act**

The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

**17      Invasive Species Prevention**

**WORK SITES WITH KNOWN AQUATIC INVASIVE SPECIES INFESTATIONS**

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Operational Order 113 is incorporated into this grant agreement by reference and may be found at

[http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf). Duties are listed in Op Order 113 under Sections II and III (pp. 5-8).

The grantee shall be responsible for becoming familiar with the location of any known infestations of aquatic pests. The DNR Infested Waters list is found at <https://www.dnr.state.mn.us/invasives/ais/infested.html>. The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

The grantee shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for (ex. zebra mussels) invasive species prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated. The grantee shall use the following inspection and removal procedures for decontamination prior to entering and when leaving the water body:

(a) Prior to leaving the waterbody, drain all water from equipment, boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments and any other areas where water may be trapped or contained. Immediately after leaving the water body, drain water from transom wells onto dry land.

- (b) Inspect boat hulls, propellers, trailers and other surfaces, scrape off any attached mussels, remove any aquatic plant material (fragments, stems, leaves, or roots) and dispose of removed mussels and plants in a garbage can prior to transporting any equipment on public roads.
- (c) Flush boats (inside and outside) and all other equipment with hot water of 105 - 110 degrees F for a period of 30 minutes or 140 degrees F for a period of 5 minutes; or, instead of flushing equipment, leave the equipment in a location so that it dries completely for a minimum of at least 5 consecutive full days. A car wash can be used for cleaning.
- (d) If equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
- (e) Before reuse, aquatic equipment used in invertebrate infested waters shall be dried, rinsed with hot water or power washed to remove invertebrates. Aquatic equipment used in pathogen infested water(s) shall be disinfected, according to Appendix A, immediately after exiting water.

### 1. STATE ENCUMBRANCE VERIFICATION

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

Signed: \_\_\_\_\_

SWIFT Contract # 177094

Purchase Order # 3-170941

### 2. GRANTEE:

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

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

Title: County Sheriff

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

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

Title: Chairperson of County Board

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

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

Title: County Auditor or Administrator

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

### 3. STATE AGENCY: NATURAL RESOURCES

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

Title: Director, Enforcement Division – Central Office

Attachments: Exhibits “A” & “B”

Distribution:

- 1. DNR - OMBS
- 2. Grantee - 2 (Sheriff's Office & Co. Board)
- 3. State's Authorized Representative

RESOLUTION NO. 20-33

**AUTHORIZATION TO ACCEPT DONATION OF HOUSTON COUNTY VETERAN'S  
MEMORIAL**

June 23, 2020

WHEREAS, The Houston County Veteran's Monument Committee has established and maintained a memorial for Houston County Veteran's on the grounds of the Historic Houston County Courthouse; AND

WHEREAS, the non-profit group Houston County Veteran's Monument Committee wishes to disband and turn over ownership and responsibility for the County Veteran's Monument; AND

WHEREAS, the on behalf of the residents of Houston County, the Houston County Board of Commissioners wishes to thank the Monument Committee and associated Veteran's associations for their long-standing efforts to recognize and honor the Veterans of Houston County;

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners assumes ownership and responsibility for the Houston County Veteran's Monument and commits to providing the care and maintenance of the monument so it may continue to serve as a reminder to all who visit of the dedication and the sacrifice made by Houston County residents in answering our nation's call.

\*\*\*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 June 23, 2020.

WITNESS my hand and the seal of my office this 23<sup>rd</sup> day of June 2020.