



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

HOUSTON COUNTY BOARD OF COMMISSIONERS BOARD MEETING AGENDA

9:30, August 25, 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: 93795761847 and password 176780. Public attendees are requested to mute their line until addressed.*******

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE PREVIOUS MINUTES

- August 4 – Board Meeting and Workgroup Session
- August 11 - Board Meeting
- August 18 – Board Meeting and 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 Purchase of Service Agreement with Woods Psychological Services, LLC.
- 3) Accept the donation of \$1000 from Dean Ott (“Just Breathe” Suicide prevention/intervention) for the Sheriff’s Office to purchase less-lethal equipment.
- 4) Accept the donation of \$622 from the Houston County Veteran’s Monument Committee for future expenses of the Houston County Veteran’s Memorial.
- 5) Affirm the following personnel actions:
 - i. Auditor/Treasurer
 1. Hire Amy Sylling as a casual/temporary employee (67 days) at a wage of \$13.68/hr.
 - ii. Environmental Services
 1. Hire Jon Moldenhauer as a Drop-Site Supervisor, casual employee, Drop-Site wage scale, Step 1.

iii. Highway Department

1. Hire Michael Buxengard as a probationary Maintenance Specialist, B23-2, Step 1, effective September 9, 2020, conditioned upon successful completion of a background check.

ACTION ITEMS

- 1) Consider approving a motion to eliminate the Comprehensive Major Medical (CMM) plan option, based on low enrollment and contract. (Arrick-Kruger)
- 2) Consider approval of Resolution 20-xx, Final Acceptance of Contract CP 2020-05 – Sir Lines-A-Lot. (Pogodzinski)
- 3) Consider approval of Resolution 20-xx, Authorization to Execute Mn DoT Grant Agreement No. 1044698 for Airport Improvement. (Pogodzinski)
- 4) Consider approval of purchase of 10 Poll Pads with Election CARES Act grant dollars. (Trehus)
- 5) Consider approval 2020 Budget Amendments. (Lapham)
- 6) Consider approval of Court Appointed Attorney Contract. (Babinski)

DISCUSSION ITEMS

- 1) Administrator Updates
 - a. Addition of brief regular meeting session to future workgroup session schedule
- 2) Commissioner Reports & Comments

CLOSING PUBLIC COMMENT

ADJOURN

**HOUSTON COUNTY
AGENDA REQUEST FORM
August 25, 2020**

Date Submitted: 08.20.2020

By: Tess Kruger, HRD/Facilities Mgr.

APPOINTMENT REQUEST

- Propose elimination of the Comprehensive Major Medical (CMM) plan option, based on low enrollment and contract. (The County will maintain the CDHP HSA/VEBA.)

HR CONSENT AGENDA REQUEST

Auditor/Treasurer

- Hire Amy Sylling as a casual/temporary employee (67 days) at a wage of \$13.68/hour

Environmental Services

- Hire Jon Moldenhauer, as a Drop-Site Supervisor, casual employee, Drop-Site wage scale, Step 1

Highway Department

- Hire of Michael Buxengard as a probationary Maintenance Specialist, B23-2, Step 1, effective September 9, 2020, conditioned upon successful completion of a background check

<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 checked="" type="checkbox"/> County Engineer	<input type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	<input type="checkbox"/> Aud/Treas
<u>Recommendation:</u>			
<u>Decision:</u>			

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: 1/11/2020

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:

Historically, we have provided reflective supervision for child protection staff. This has been part of our contract with Hiawatha Valley Mental Health Center. Recently, the staff person (Judy Woods) who provided this service left HVMHC and started her own agency. HVMHC does not have available staff to continue this service, so we are proposing a contract with Woods Psychological Services.

Attachments/Documentation for the Board's Review:

copy of contract

Justification:

This service is part of the approved 2020 PH & HS Budget.

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.

PURCHASE OF SERVICE AGREEMENT

The Houston County Board of Commissioners, 304 South Marshal Street, Room 104, Caledonia, MN 55921, through its local community services agency, Houston County Human Services, hereafter referred to as the "County" and **Woods Psychological Services, LLC**, 50 West 2nd Street, Suite 101, Winona, MN 55987, hereafter referred to as the "Provider" enter into this Agreement.

WITNESSETH

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

1. TERM

The term of this Agreement shall be from May 1, 2020 through December 31, 2021.

2. DESCRIPTION OF SERVICES

Provide will provide up to two (2) hours per month of Reflective Supervision to Houston County Public Health and Human Services staff.

3. PAYMENT FOR SERVICES

The Provider shall be paid at a rate of \$150.00 per hour (this rate includes travel time and mileage). To receive payment for services provided, the Provider shall submit an invoice to Bethany Moen outlining services provided within thirty (30) days of completion of services. County will make payment for the approved invoice within thirty-five (35) days of invoice receipt.

4. PROVIDER NOT AN EMPLOYEE

The parties agree that at all times and for all purposes herein, the Provider is an independent provider and not an employee of the County. No statement contained in this Agreement shall be construed so as to find the Provider an employee of the County and the Provider shall be entitled to none of the rights, privileges or benefits of the County employees except as otherwise stated herein. Provider is solely responsible for any and all taxes (state, federal, local, worker's compensation insurance payments, disability payments, social security payments, unemployment insurance, other insurance payments) and any other similar type of payment for Provider or employee thereof.

5. RELATIONSHIP OF THE PARTIES

It is understood that the County does not agree to use the Provider exclusively. Provider is free to contract for professional services to third parties for services not included in this proposal or specifically excluded by agreement of both parties during the term of this Agreement.

6. INDEMNIFICATION

The Provider agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

7. 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.

8. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Provider because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy. 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").

9. DEFAULT AND TERMINATION

If the Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused, the County may, upon written notice, immediately cancel this Agreement in its entirety.

It is understood and agreed that in the event the funding to the County from State, Federal, or other funding sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.

This Agreement may be terminated with or without cause by either party upon ten (10) days written notice.

10. AMENDMENTS

This Agreement may be supplemented, amended or revised only in writing by agreement of both parties.

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.

WOODS PSYCHOLOGICAL SERVICES, LLC

BY:  _____
Judith Woods

DATED: 6/15/2020

HOUSTON COUNTY

BY: _____

Chairperson


Houston County Board of Commissioners

DATED: _____

BY:  _____
Director
Houston County Human Services

DATED: 6/10/20

APPROVED AS TO FORM AND EXECUTION:

BY:  _____
Houston County Attorney

DATED: 7-23-2020

Houston County Agenda Request Form

Date Submitted: August 20, 2020

BOARD DATE: August 25, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To accept the Final for Project CP 2020-05 with Sir-Lines-A-Lot for pavement markings.

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.

Language for Minutes:

Commissioner _____ moved, Commissioner _____ seconded, unanimously carried to approve

Resolution 20-_____ Final Acceptance of Contract CP 2020-05 – Sir Lines-A-Lot. Contract CP 2020-05 is

completed at a total cost of \$117,571.98.

WHEREAS, CP 2020-05 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.

For County Use Only

Reviewed by:

____ County Auditor

____ County Attorney

____ Zoning Administrator

____ Finance Director

____ County Engineer

____ Environmental Services

____ 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 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 CP 2020-05 - CP 2020-05 Pavement Marking
Final Payment No. 2

Contractor: Sir Lines-A-Lot
7175 Cahill Road
Edina, MN 55439

Contract No.
Vendor No. 6301
For Period: 7/15/2020 - 8/3/2020
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$116,277.00
Contract Changes	\$0.00
Revised Contract	\$116,277.00

Work Certified To Date

Base Bid Items	\$117,571.98
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$117,571.98

Funds Encumbered

Original	\$116,277.00
Additional	N/A
Total	\$116,277.00

	Work Certified This Payment	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date
CP 2020-05	\$0.00	\$117,571.98	\$0.00	\$111,693.38	\$5,878.60	\$117,571.98
Percent Retained: 0.0000%						
Amount Paid This Final Payment					\$5,878.60	


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 Sir Lines-A-Lot


County/City/Project Engineer


Contractor Chaise VanOverbeke, President


Date


Date

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. CP 2020-05

Final Payment No. 2

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

Low S.P. No.: CP 2020-05

Final Voucher No.: 2

Contract No.:

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 8/18/2020
County/City/Project Engineer

Signature

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 \$117,571.98 and agrees to the amount of \$5,878.60 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor Sir Lines-A-Lot

By

Chaise Van Overbeke
Chaise Van Overbeke

And

And

State of Minnesota, Houston County DOT

On This 11 Day August, 2020, Before me appeared Chaise Van Overbeke 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)

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

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

Sir Lines-A-Lot 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

President and said _____ and

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

Notarial Seal
TERESA JOYCE JOHNSON
Notary Public
State of Minnesota
My commission expires
1/31/2024

My Commission as Notary Public in Hennepin County

Seal

Expires

1/31/2024

Signature

Teresa Joyce Johnson

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

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. CP 2020-05

Final Payment No. 2

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

Contract Number:

Contractor:

6301 - Sir Lines-A-Lot

Date Certified:

8/3/2020

Payment Number:

2

Whereas; Contract No. 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. CP 2020-05

Final Payment No. 2

CP 2020-05 Payment Summary

No.	From Date	To Date	Work Certified Per Payment	Amount Retained Per Payment	Amount Paid Per Payment
1	06/19/2020	07/14/2020	\$117,571.98	\$5,878.60	\$111,693.38
2	07/15/2020	08/03/2020	\$0.00	(\$5,878.60)	\$5,878.60
Totals:			\$117,571.98	\$0.00	\$117,571.98

CP 2020-05 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
000	117,252.52	0.00	111,389.89	5,862.63	117,252.52
000	319.46	0.00	303.49	15.97	319.46
Totals:		\$117,571.98	\$0.00	\$111,693.38	\$5,878.60
					\$117,571.98

CP 2020-05 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Payment	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
038	County Levy	5,862.63	115,852.21	115,852.21	117,252.52
039	Local	15.97	424.79	424.79	319.46
Totals:		\$5,878.60	\$116,277.00	\$116,277.00	\$117,571.98

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. CP 2020-05

Final Payment No. 2

CP 2020-05 Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
City of Caledonia									
1	2582.503	4" BROKEN LINE YELLOW - PAINT	LIN FT	\$0.047	980	0	\$0.00	967	\$45.45
2	2582.503	4" DOUBLE SOLID LINE YELLOW - PAINT	LIN FT	\$0.094	4029	0	\$0.00	2915	\$274.01
Totals For Section City of Caledonia:							\$0.00		\$319.46
Houston County									
11	2582.502	PAVT MSSG (LT ARROW) PAINT	EACH	\$50.00	4	0	\$0.00	4	\$200.00
10	2582.502	PAVT MSSG (RT ARROW) PAINT	EACH	\$50.00	3	0	\$0.00	3	\$150.00
8	2582.502	PAVT MSSG (BIKE LANE ARROW) PAINT	EACH	\$30.00	49	0	\$0.00	49	\$1,470.00
9	2582.502	PAVT MSSG (HELMETED BIKE SYMBOL) PAINT	EACH	\$30.00	49	0	\$0.00	49	\$1,470.00
12	2582.502	PAVT MSSG (LT-THRU ARROW) PAINT	EACH	\$90.00	1	0	\$0.00	1	\$90.00
14	2582.502	PAVT MSSG (SHARED LANE SYMBOL) LATEX	EACH	\$65.00	8	0	\$0.00	8	\$520.00
3	2582.503	4" SOLID LINE YELLOW - PAINT	LIN FT	\$0.047	266929	0	\$0.00	270384	\$12,708.05
4	2582.503	4" BROKEN LINE YELLOW - PAINT	LIN FT	\$0.047	80358	0	\$0.00	83623	\$3,930.28
5	2582.503	4" DOUBLE SOLID LINE YELLOW - PAINT	LIN FT	\$0.094	583936	0	\$0.00	586951	\$55,173.39
13	2582.503	6" SOLID LINE WHITE-PAINT GR IN (WR)	LIN FT	\$0.38	88338	0	\$0.00	88725	\$33,715.50
6	2582.503	24" SOLID LINE WHITE - PAINT	LIN FT	\$2.50	229	0	\$0.00	253	\$632.50
7	2582.518	CROSSWALK MARKING (CONTINENTAL BLOCK DESIGN) - PAINT	S.F.	\$1.20	5499	0	\$0.00	5994	\$7,192.80
Totals For Houston County:							\$0.00		\$117,252.52
Project Totals:							\$0.00		\$117,571.98



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-438-999-328
Submitted Date and Time: 11-Aug-2020 7:18:15 AM
Legal Name: SIR LINES-A-LOT INC
Federal Employer ID: 46-5427787
User Who Submitted: linesalot
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 929849344
Minnesota ID: 3509324
Project Owner: HOUSTON COUNTY D.O.T.
Project Number: C.P. 2020-06
Project Begin Date: 01-Jun-2020
Project End Date: 31-Jul-2020
Project Location: VARIOUS ROADS IN HOUSTON COUNTY
Project Amount: \$117,571.98
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: August 13, 2020

BOARD DATE: August 18, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To approve the MN Dot Aeronautics grant agreement and resolution to provide for cost share funding for the crack filling project. The funding split offered is a 70% State Share and a 30% Local Share. Local Cost is \$3,060.

Attachments/Documentation for the Board's Review:

Grant Agreement and Resolution attached.

Justification:

This was included in the 2020 budget at a cost of \$10,000 with a 70%/30% spit.
Additional impact is \$60.00.

Action Requested:

Approval of Grant

For County Use Only

Reviewed by:

_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
_____ Finance Director	_____ County Engineer	_____ Environmental Services
_____ 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 determine if the request will be heard at a County Board meeting.

GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

This Agreement is by and between the State of Minnesota acting through its Commissioner of Transportation (“State”), and the **Houston County** (“Recipient”).

WHEREAS, the Recipient desires the financial assistance of the State for an airport improvement project (“Project”) as described in Article 2 below; and

WHEREAS, the State is authorized by Minnesota Statutes Sections 360.015 (subdivisions 13 & 14) and 360.305 to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, or maintenance of airports and other air navigation facilities; and

WHEREAS, the Recipient has provided the State with the plans, specifications, and a detailed description of the airport improvement Project.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is effective upon execution by the Recipient and the State, and will remain in effect until **12/31/2023**.
2. The following table provides a description of the Project and shows a cost participation breakdown for each item of work:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Local Share</u>
Runway & Apron Bituminous Crack Fill	0%	70%	30%

3. The Project costs will not exceed **\$10,200.00**. The proportionate shares of the Project costs are: Federal: Committed **\$0.00**; State: **\$7,140.00**, and Recipient: **\$3,060.00**. This project is not expected to be completed this fiscal year. Any additional funds are not committed by the state. In the event federal reimbursement becomes available or is increased for this Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No funds are committed under this Agreement until they are encumbered by the State. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Recipient has complied with all terms of this Agreement, and furnished all necessary records.
4. The Recipient will designate a registered engineer (the “Project Engineer”) to oversee the Project work. If, with the State’s approval, the Recipient elects not to have such services performed by a registered engineer, then the Recipient will designate another responsible person to oversee such work, and any references herein to the “Project Engineer” will apply to such responsible person.
5. The Recipient will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State’s Office of Aeronautics and are incorporated into this Agreement by reference. Any changes in the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Recipient, the Project Engineer, and the contractor. Change orders must be submitted to the State. Subject to the availability of funds the State may prepare an amendment to this Agreement to reimburse the Recipient for the allowable costs of qualifying change orders.
6. The Recipient will make payments to its contractor on a work-progress basis. The Recipient will submit requests for reimbursement of certified costs to the State on state-approved forms. The State will reimburse the Recipient for the state and federal shares of the approved Project costs.
 - a. At regular intervals, the Recipient or the Project Engineer will prepare a partial estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). Partial estimates must be completed no later than one month after the work covered by the estimate is completed. The Project Engineer and the contractor must certify that each partial estimate is true and correct, and that the costs have not been included on a previous estimate.
 - b. Following certification of the partial estimate, the Recipient will make partial payments to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).

- c. Following certification of the partial estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A copy of the partial estimate must be included with the Recipient's request for payment. Reimbursement requests and partial estimates should not be submitted if they cover a period in which there was no progress on the Project.
 - d. Upon completion of the Project(s), the Recipient will prepare a final estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). The final estimate must be certified by the Recipient, Project Engineer and the contractor.
 - e. Following certification of the final estimate, the Recipient will make final payment to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).
 - f. Following certification of the final estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A request for final payment must be submitted to the State along with those project records required by the State.
7. For a Project which involves the purchase of equipment, the Recipient will be reimbursed by the State in one lump sum after the Recipient: (1) has acquired both possession and unencumbered title to the equipment; and (2) has presented proof of payment to the State, and (3) a certificate that the equipment is not defective and is in good working order. The Recipient will keep such equipment, properly stored, in good repair, and will not use the equipment for any purpose other than airport operations.
8. If the Project involves force-account work or project donations, the Recipient must obtain the written approval of the State and Federal Aviation Administration (FAA). Force-account work performed or project donations received without written approval by the State will not be reimbursed under this Agreement. Force-account work must be done in accordance with the schedule of prices and terms established by the Recipient and approved by the State.
9. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (g) (1), the Recipient will operate its airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Recipient receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. The Recipient will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property, which is purchased or improved with State aid funds without prior written approval from the State. If the State approves such transfer or change in use, the Recipient must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.
10. This Agreement may be terminated by the Recipient or State at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the Recipient as set forth in this Agreement. In the event of such a termination, the Recipient will be entitled to reimbursement for eligible expenses incurred for work satisfactorily performed on the Project up to the date of termination. The State may immediately terminate this Agreement if it does not receive sufficient funding from the Minnesota Legislature or other funding source, or such funding is not provided at a level sufficient to allow for the continuation of the work covered by this Agreement. In the event of such termination, the Recipient will be reimbursed for work satisfactorily performed up to the effective date of such termination to the extent that funds are available. In the event of any complete or partial state government shutdown due to a failure to have a budget approved at the required time, the State may suspend this Agreement, upon notice to the Recipient, until such government shutdown ends, and the Recipient assumes the risk of non-payment for work performed during such shutdown.
11. Pursuant to Minnesota Rules 8800.2500, the Recipient certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Recipient has the legal authority to engage in the Project as proposed.
12. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the Recipient will maintain such records and provide such information, at the request of the State, so as to permit the Department of Transportation, the Legislative Auditor, or the State Auditor to examine those books, records, and accounting procedures and practices of the Recipient relevant to this Agreement for a minimum of six years after the expiration of this Agreement.
13. The Recipient will save, defend, and hold the State harmless from any claims, liabilities, or damages including, but not limited to, its costs and attorneys' fees arising out of the Project which is the subject of this Agreement.

14. The Recipient will not utilize any state or federal financial assistance received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Recipient from utilizing these funds to pay any party who might be disqualified or debarred after the Recipient's contract award on this Project.
15. All contracts for materials, supplies, or construction performed under this Agreement will comply with the equal employment opportunity requirements of Minnesota Statutes Section 181.59.
16. The amount of this Agreement is limited to the dollar amounts as defined in Article 3 above. Any cost incurred above the amount obligated by the State is done without any guarantee that these costs will be reimbursed in any way. A change to this Agreement will be effective only if it is reduced to writing and is executed by the same parties who executed this Agreement, or their successors in office.
17. For projects that include consultant services, the Recipient and its consultant will conduct the services in accordance with the work plan indicated in the Recipient's contract for consultant services, which shall be on file with the State's Office of Aeronautics. The work plan is incorporated into this Agreement by reference. The Recipient will confer on a regular basis with the State to coordinate the design and development of the services.
18. The parties must comply with the Minnesota Government Data Practices Act, as it relates to all data provided to or by a party pursuant to this Agreement.
19. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
20. For projects including federal funding, the Recipient must comply with applicable regulations, including, but not limited to, Title 14 Code of Federal Regulations, subchapter I, part 151; and Minnesota Rules Chapter 8800. The Catalog of Federal Domestic Assistance (CFDA) number for the federal Airport Improvement Program is 20.106.
21. For all projects, the Recipient must comply, and require its contractors and consultants to comply, with all federal and state laws, rules, and regulations applicable to the work. The Recipient must advertise, let, and award any contracts for the project in accordance with applicable laws. The State may withhold payment for services performed in violation of applicable laws.
22. Under this Agreement, the State is only responsible for receiving and disbursing federal and state funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: _____

Date: _____

SWIFT Purchase Order: _____

Recipient

Recipient certifies that the appropriate person(s) have executed the Agreement on behalf of the Recipient as required by applicable resolutions, charter provisions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Commissioner, Minnesota Department of Transportation

By: _____

Director, Office of Aeronautics

Date: _____

Mn/DOT Grant Management

By: _____

Date: _____

Mn/DOT Contract Management

as to form & execution

By: _____

Date: _____

RESOLUTION

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the County of Houston as follows:

1. That the state of Minnesota Agreement No. 1044698,

"Grant Agreement for Airport Improvement Excluding Land Acquisition," for

State Project No. A2801-32 at the Houston County Airport is accepted.

2. That the _____ and _____ are
(Title) (Title)

authorized to execute this Agreement and any amendments on behalf of the

County of Houston.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

Section E. County Allocation

County	Formula Alloc Amt for County/MCD Share per Agreement w/ MCD	Formula Amt to be Shared with MCDs in County if no Agreement w/ MCD	Resulting Amt for County Use
Totals	\$ 4,990,039.20	\$ 2,875,164.04	\$ 2,114,875.16
Aitkin	\$ 20,588.95	\$ 8,159.76	\$ 12,429.19
Anoka	\$ 272,782.08	\$ 182,066.65	\$ 90,715.43
Becker	\$ 36,098.76	\$ 19,563.75	\$ 16,535.01
Beltrami	\$ 39,429.43	\$ 18,781.02	\$ 20,648.41
Benton	\$ 26,454.30	\$ 14,048.43	\$ 12,405.87
Big Stone	\$ 6,198.30	\$ 1,036.54	\$ 5,161.76
Blue Earth	\$ 51,708.65	\$ 23,331.77	\$ 28,376.87
Brown	\$ 24,047.33	\$ 10,647.14	\$ 13,400.18
Carlton	\$ 31,684.30	\$ 15,395.00	\$ 16,289.31
Carver	\$ 85,912.07	\$ 45,179.39	\$ 40,732.68
Cass	\$ 27,765.02	\$ 9,552.78	\$ 18,212.24
Chippewa	\$ 12,198.49	\$ 5,241.51	\$ 6,956.98
Chisago	\$ 44,761.39	\$ 24,579.00	\$ 20,182.39
Clay	\$ 51,591.75	\$ 27,484.98	\$ 24,106.77
Clearwater	\$ 17,270.62	\$ 10,327.36	\$ 6,943.26
Cook	\$ 6,977.14	\$ 1,199.37	\$ 5,777.77
Cottonwood	\$ 21,166.29	\$ 13,159.41	\$ 8,006.88
Crow Wing	\$ 59,755.75	\$ 25,763.02	\$ 33,992.73
Dakota	\$ 354,248.62	\$ 195,877.54	\$ 158,371.09
Dodge	\$ 22,728.44	\$ 13,246.11	\$ 9,482.32
Douglas	\$ 39,495.29	\$ 17,775.21	\$ 21,720.08
Faribault	\$ 20,267.25	\$ 11,052.27	\$ 9,214.98
Fillmore	\$ 26,343.06	\$ 14,901.84	\$ 11,441.23
Freeborn	\$ 24,827.45	\$ 9,208.41	\$ 15,619.04
Goodhue	\$ 49,377.93	\$ 28,289.98	\$ 21,087.94
Grant	\$ 6,212.66	\$ 705.30	\$ 5,507.36
Hennepin	\$ 1,117,423.48	\$ 731,920.00	\$ 385,503.48
Houston	\$ 22,610.25	\$ 11,771.54	\$ 10,838.71
Hubbard	\$ 25,195.46	\$ 11,182.14	\$ 14,013.32
Isanti	\$ 32,936.36	\$ 18,095.40	\$ 14,840.96
Itasca	\$ 44,284.32	\$ 19,927.23	\$ 24,357.09
Jackson	\$ 13,125.04	\$ 5,978.60	\$ 7,146.44
Kanabec	\$ 19,642.65	\$ 11,491.78	\$ 8,150.87
Kandiyohi	\$ 47,074.65	\$ 26,652.58	\$ 20,422.07
Kittson	\$ 6,284.58	\$ 1,240.30	\$ 5,044.28
Koochiching	\$ 13,587.64	\$ 4,312.75	\$ 9,274.89
Lac Qui Parle	\$ 8,877.61	\$ 3,046.35	\$ 5,831.26
Lake	\$ 17,602.37	\$ 9,206.07	\$ 8,396.30
Lake Of The Woods	\$ 5,241.70	\$ 676.15	\$ 4,565.56
Le Sueur	\$ 22,089.68	\$ 9,852.85	\$ 12,236.83
Lincoln	\$ 14,820.62	\$ 9,165.02	\$ 5,655.60
Lyon	\$ 17,971.64	\$ 6,956.92	\$ 11,014.72

Poll Pad Locations
2020

Poll Pad		Reg Voters	# PP	Voter per poll pad		
1	La Crescent Twp	848	2	424		
2	Caledonia P-1	681	1	681		
3	Caledonia P-2	883	2	442		
4	Houston City	530	1	530		
5	La Crescent P-1	1575	3	525		
6	La Crescent P-1					
7	La Crescent P-2	1111	2	556		
8	La Crescent P-2					
9	La Crescent P-3	691	1	691		
10	Spring Grove City	731	2	366		
11	Mayville Twp	231	1	231		
12	Eitzen City	165	1	165		
13	Wilmington Twp	258	1	258		
14	Winnebago Twp	142	1	142		
15	Hokah City	336	1	336		
16	Hokah Twp	326	1	326		
17	Black Hammer Twp	172	1	172		
18	La Crescent Twp	848				
19	La Crescent P-1	1111				
20	Caledonia P-2	880				
21	Spring Grove City	731				
22	Back up Poll Pad		1			
23	Back up Poll Pad		1			
24	Caledonia Twp	397	1	397		Grant amt \$10,838.71
25	Brownsville City	352	1	352		
26	Brownsville Twp	311	1	311		cost per pp \$1,280
27	Union Twp	242	1	242		
28	Mound Prairie Twp	405	1	405		Grant \$ 9,600
29	Spring Grove Twp	230	1	230		
30	Money Creek Twp	402	1	402		Cty cost \$3,200
31	Sheldon Twp	190	1	190		
32	Houston Twp	281	1	281		unused \$1,238.71
33	Yucatan Twp	238	1	238		
			33 PP			
No PP	Crooked Creek Twp	162	1	162		
No PP	Jefferson Twp	73	1	73		

Poll Pad Locations
2020

KNOWiNK Quote and Terms				
Date: 8/20/2020				
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)	10	\$1,280.00	\$12,800.00
2	Green MFi Certified Lightning Cable - 9'	10	\$9.50	\$95.00
Total Year One (1) Poll Pad Package Estimated Cost:				\$12,895.00
Annual Software License and Maintenance				
3	Year 2 Annual Software License, MDM & MN SVR Maintenance	10	\$125.00	\$1,250.00
4	Year 3 Annual Software License, MDM & MN SVR Maintenance	10	\$125.00	\$1,250.00
5	Year 4 Annual Software License, MDM & MN SVR Maintenance	10	\$125.00	\$1,250.00
6	Year 5 Annual Software License, MDM & MN SVR Maintenance	10	\$125.00	\$1,250.00
Networking/Data				
7	e-Pulse Connectivity software - Initial License		\$5,000.00	
8	ePulse Connectivity Annual Software License & Maintenance (Years 2-5)		\$1,000.00	
9	Wireless Solution - Cradlepoint 200 Router (Can support up to 10 units at a location)		\$310.00	
10	Verizon Wireless Data Plan Activation, per Hotspot (Billed annually; required with Wireless Hotspot Solution)		\$15.00	
11	Verizon Wireless Data Plan, per Hotspot (Per Election, billed separately from annual activation fee)		\$30.00	
Optional Hardware/Software				
12	Star Micronics Receipt Paper - Additional (Case of 50 rolls)		\$125.00	
13	iSync Drive		\$65.00	
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>_____</div> <div>Signature (Customer)</div> </div> <div> <div>_____</div> <div>Print Name & Title (Customer)</div> </div> <div> <div>_____</div> <div>Date</div> </div> </div> <div> <div>_____</div> <div>Signature (KNOWiNK)</div> </div> <div> <div>_____</div> <div>Print Name & Title (KNOWiNK)</div> </div> <div> <div>_____</div> <div>Date</div> </div>				

Houston County Agenda Request Form

Date Submitted: 8/21/2020

Person requesting appointment with County Board: Carol Lapham

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

Issue:

Budget Amendments

Attachments/Documentation for the Board's Review:

County Recorder Budget Amendment

Additional to be forwarded when received/prepared

Justification:

Budget amendments are processed to reflect changes necessary due to additional revenues/expenditures within departments

Action Requested:

Approve the requested budget amendments

For County Use Only

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

Recommendation:

Decision:

BUDGET AMENDMENT REQUEST FORM

****Press tab key to advance to editable fields****

REQUESTOR INFORMATION

Department: RECORDER/TECHNOLOGY FUND Date: 6/23/2020

Department Head: Susan K. Schwebach

James K. Schubert

[illegible]

Attach any additional information desired to support/clarify your request.