

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

Jeffrey Babinski County Administrator

HOUSTON COUNTY BOARD OF COMMISSIONERS BOARD MEETING AGENDA

9:30, December 15, 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: 9483678362 and password 733850. Public attendees are requested to mute their line until addressed.****

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE PREVIOUS MINUTES

- December 8 -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 the 2021 Ability Building Center contract for Woodland Industries support to the County Dropsite/Recycling program.
- 3) Approve a three-year extension to property lease with Keith Comstock for the Caledonia Drop Site. (Lacher)
- 4) Approve the designation of 2021 funds into the major fund categories of General Fund, Highway Fund, and Human Services and the non-major fund categories of Dept Service Fund and Capital Projects Funds.
- 5) Approve 2021 Tobacco licenses:
 - a. Houston Food Mart, Houston
 - b. River Valley Convenience Store, Houston
 - c. Dollar General, Houston
- 6) Affirm the following personnel actions:
 - a. Sheriff's Office

i. Change the status of Brady Auger, Jailer/Dispatcher from probationary to regular effective January 8, 2021.

APPOINTMENTS

9:45 2020 Employee Recognition: Congratulations and Thank you to the following employees for their steadfast service to the people of Houston County:

25 Year award: Marilyn S. Moore, Sheila M. Schroeder

20 Year award: Susanne M. Bublitz, Ann E. Diersen, Holly J. Gleason, Heather L.

Myhre, Shwn L. Peter, Luke T. Sass, Susan K. Schwebach

15 Year award: Duane D. Brownlee Jr, Daniel T. Coogan, Andrew J. Milde, Matthew W. Seitz

10 Year award: Kelly J. Petersen

- 10:00 Closed Session Closed Session pursuant to MN Stat. 13D.05, Subd. 3, (b)
 Attorney/Client Privilege Mound Prairie v. Houston County et al. with Attorney
 Jason Kuboushek
- 10:30 (TBD) Closed Session Closed Session pursuant to MN Stat. 13D.05, Subd. 3, (b) Attorney/Client Privilege Schutz Quarry MCIT File No. 18PC0852 with Attorney Jay Squires.
- 11:00 Bruce Kimmel, Municipal Advisor, Ehlers Pre-Sale Meeting for State Aid Bonds, Series 2021A

ACTION ITEMS

- 1) Consider approving Resolution 20-58 Providing for the Sale of \$3,090,000 General Obligation State Aid Bonds, Series 2021A. (Babinski)
- 2) Consider approving Resolution 20-62 Post Issuance Debt Compliance Policy and adopting the Post Issuance Debt Compliance Policy and Procedures. (Lapham)
- Consider approving a Cooperative Agreement with the City of Caledonia to complete the water main looping project required for the new County Highway shop. (Babinski)
- 4) Consider approval of the January 1, 2021-December 31, 2023 Labor Agreement between Houston County and the International Union of Operating Engineers, Local No. 49. (Arrick-Kruger)
- 5) Consider approving 2020 departmental budget amendments and CARES Act budget amendments. (Lapham)
- 6) Consider adopting the 2021 Non-Union Wage Grid with a zero percent COLA adjustment.
- 7) Consider approving Resolution 20-59 2021 Salary for Houston County Elected Officials.
- 8) Consider approving Resolution 20-60 2021 Final Budget. (Lapham)
- 9) Consider approving Resolution 20-61 2021 Final Certified Levy. (Lapham)
- 10) Consider approving an abatement for John Fischel, Houston MN. (Cresswell)
- 11) Consider approving the Family Child Care Variance Policy. (Pugleasa)

- 12) Consider approving contract/lease agreement with Pitney Bowes for the postage machine. Trehus)
- 13) Consider approving a Minnesota Historical and Cultural Heritage Grant Agreement with the Minnesota Historical Society for rehabilitative construction of the east stairs of the historical courthouse building. (Arrick-Kruger)
- 14) Consider abolishing the office of County Administrator. (Johnson)

DISCUSSION ITEMS

- 1) Administrator Updates
 - a. Water Planning Committee membership
 - b. Extension Committee membership
 - c. 2021 Green Acres Assessment Value appeal
- 2) Commissioner Reports & Comments

CLOSING PUBLIC COMMENT

ADJOURN

MINNESOTA · REVENUE

Last Name

Houston

Property Address

8352 Fishel Rd

468900

Fishel

City

Year

Year

Applicant Information

Application for Property Tax Abatement

Parcel ID or legal description of property (from tax statement or valuation notice)

Structures

If the assessed value is being contested, list approximate market value.

For Taxes Levied in Tax Year(s): _	2019
And Taxes Payable in Year(s):	2020

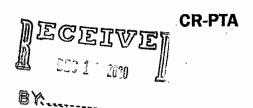
Applicant's Statement of Facts

Explain why the above amount has not been paid

Explain why the above amount has not been paid

Explain why the above amount has not been paid

In order to be considered for abatement, you must file this form.



Middle Initial

County

Houston

Social Security Number

School District Number

Amount Paid

Amount Paid

Amount Paid

Applicat and Property Information

Applicant's Statement of Facts/Settlement

Total Amount Contested	Portion of total amount contested you are willing to pay
Explain why you think this settlement is fair and reasonable estimated market va	lue was raised twice
in 2020. Value was 563.300	changed to 576,000-
	unt in excess of said sum offered should be abated, canceled to of all facts known to the applicant relative to this matter.
Signature of Applicant Liskel	Date 12-8-2020
a basis of imposing, reducing, or abating any tax or assessment, intention	stement, oral or written, which is required or authorized by law to be made as smally makes any statement as to any material matter which the maker of the by law, to imprisonment for not more than one year or to payment of a fine of
Use of Information	/ .

The information on this form will be used to properly identify you and determine if you qualify for abatement of property taxes under M.S. 270C.86 or 270C.34. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your

First Name

John

State

MN

If taxes, penalties, interest, or costs which are now a lien against the real estate are being contested, list below. Type (taxes, penalty, interest, or cost)

Type (taxes, penalty, interest, or cost)

Type (taxes, penalty, interest, or cost)

Zip code

Total

Amount Contested

Amount Contested

Amount Contested

55943

For Office Use Only

Appear. 210 Abetement

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Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted:

12/14/2020

Person requesting ap	ppointment with County Board:	John Pugleasa, Direct	tor Public Health & Human Services
Will you be doing a p	power point or video presentation:	Yes	x no
variances for family o	riance Policy - Historically, counties child care providers. Recent legislat will post this policy on our website t	ion requires us fo	ormalize our variance policy. After
Attachments/Docum Proposed child care v	nentation for the Board's Review: variance policy		
Justification:			
Action Requested: Review and approve	proposed child care variance policy	as presented	
	For County L	Jse Only	
Reviewed by:	County Auditor Finance Director IS Director	County Attorney County Engineer Other (indicate de	Zoning/Environmental Service HR/Personnel pt)
Recommendation:			
<u>Decision:</u>			

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



HOUSTON COUNTY PUBLIC HEALTH & HUMAN SERVICES

304 S Marshall St. Rm 104 Caledonia, MN 55921 Telephone: 507-725-5811 Fax: 507-556-3012

FAMILY CHILDCARE VARIANCE POLICY / MN RULE 9502.0367 - FAMILY CHILDCARE CAPACITY

The Department of Human Services (DHS) has delegated authority to Minnesota Counties to consider variance requests from licensed family childcare providers to exceed their total child capacity or ratio.

License Holders must make their request by submitting a completed DHS7297 Variance Request form and current DHS7279A Family Child Care Weekly Attendance Schedule-(include child causing need for variance request) to the Houston County Family Childcare Licensor for review. License Holders must make the request prior to the situation where the variance is necessary.

All requests will be reviewed by the Houston County Family Childcare Licensor and Houston County Social Services Supervisor. Variances will be approved or denied within 30 days of receiving the required variance forms.

Requests will be reviewed for approval or denial based on the following criteria:

- Only one variance request per License Holder may be approved in a 12 month period
- Variance requests will not be approved for more than 3 consecutive months.
- Houston County will not backdate a request. Requests must be approved prior. Failure to do so may result in a correction order or other negative actions towards the license holder.
- Variance requests will not be approved prior to 60 days of the variance request start date
- Variance requests for total capacity to exceed 14 children as a C-3 will not be approved
- Variance requests will not be approved if the provider is operating under a conditional license.
- Variance requests will not be approved if there has been a correction order issued for violation of supervision
 or behavioral guidance rules in the past 12 months of request. Other repeat or significant licensing violations
 will be reviewed prior to approval of variance request and will be at the discretion of the county.
- The license holder must ensure required supervision is provided to all children in care.
- For a variance request for capacity within the first year of licensure, the county will review the license holder's education and/or prior experience within the child care field.

If a variance is approved License Holders will adhere to the following:

- Parents/Guardians/Food programs must be made aware by the license holder that you are operating under a
 variance and the details of the variance (excluding confidential information such as names and dates of birth).
 Have each family sign DHS-7297 B Variance Request Notice for Parents and keep this document in the
 provider file.
- Variances will be immediately rescinded if there are licensing violations that jeopardize the health and safety of children while the variance is in effect.
- Only children listed on the approved Family Child Care Weekly Attendance Schedule permitted, to replace an absent child, while variance is in effect.
- If the variance is no longer needed during the approved variance period the license holder must notify the county.

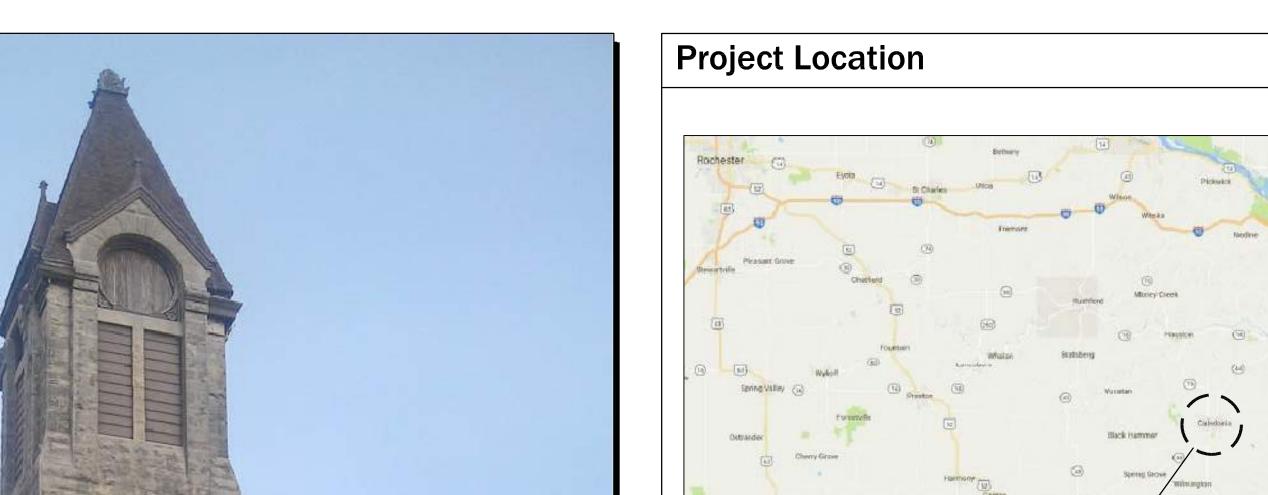


HOUSTON COUNTY PUBLIC HEALTH & HUMAN SERVICES

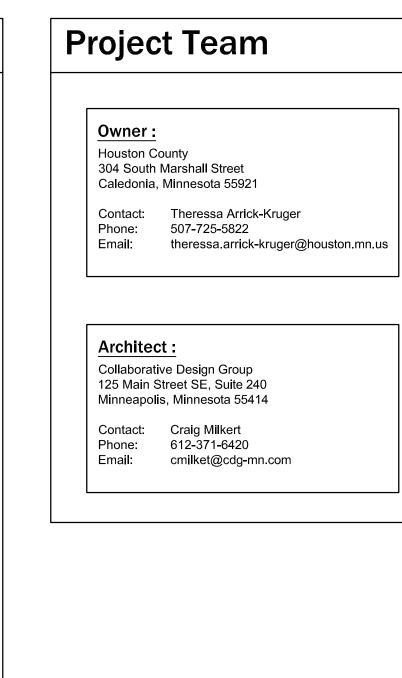
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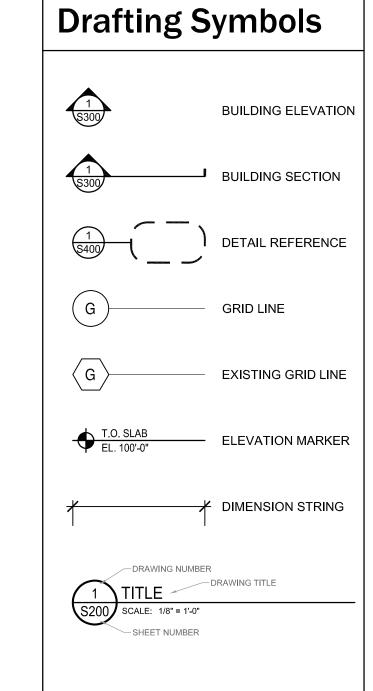
Houston County Courthouse Stair Replacement

304 South Marshall Street



Caledonia, Minnesota 55921





Description of Work

- A. The project description is given only for the purpose of acquainting the Bidders with the Project and is not intended to give the Bidders a complete description of all the Work or materials. All dimensions and existing conditions are to be verified by the Bidder; dimensions shown on the drawings are taken from original building drawings.
- Coordinate all work with the Architect and Owner. Provide a detailed schedule for the project prior to beginning work, and update weekly. The Contractor is responsible for the protection of the adjacent building areas and interior spaces beneath the operations. The interior of the building will be occupied by during the Project. The Contractor shall notify the Architect and the Owner within two (2) days prior to work in an area which could adversely affect the interior conditions.
- The work items described below of the work correlate to the Restoration Schedule on the drawings:
- 1. Replace stone steps: Remove the existing steps and sidewalls. Install new masonry step foundations, as shown on the Drawings. New steps are to be installed with stone matching the original in color and texture, as close as possible. Rebuild sidewalls similar to existing with stone matching the original in size, color, and texture, as close as possible. Remove and replace the sidewalk concrete panels at the bottom of the steps where shown on the Drawings.
- 2. Replace railing: Remove and dispose of the existing railing. Install new stair railing as indicated on the drawings and specifications. All components of the railing system shall be prime painted prior to assembly. Shop paint the railing after complete assembly; ensure complete coverage of all surfaces, including top, sides, and bottom.



I hereby certify that this plan, specification, or report was prepared by me or under my direct
supervision and that I am a duly Licensed Architect under the laws of the State of Minneso

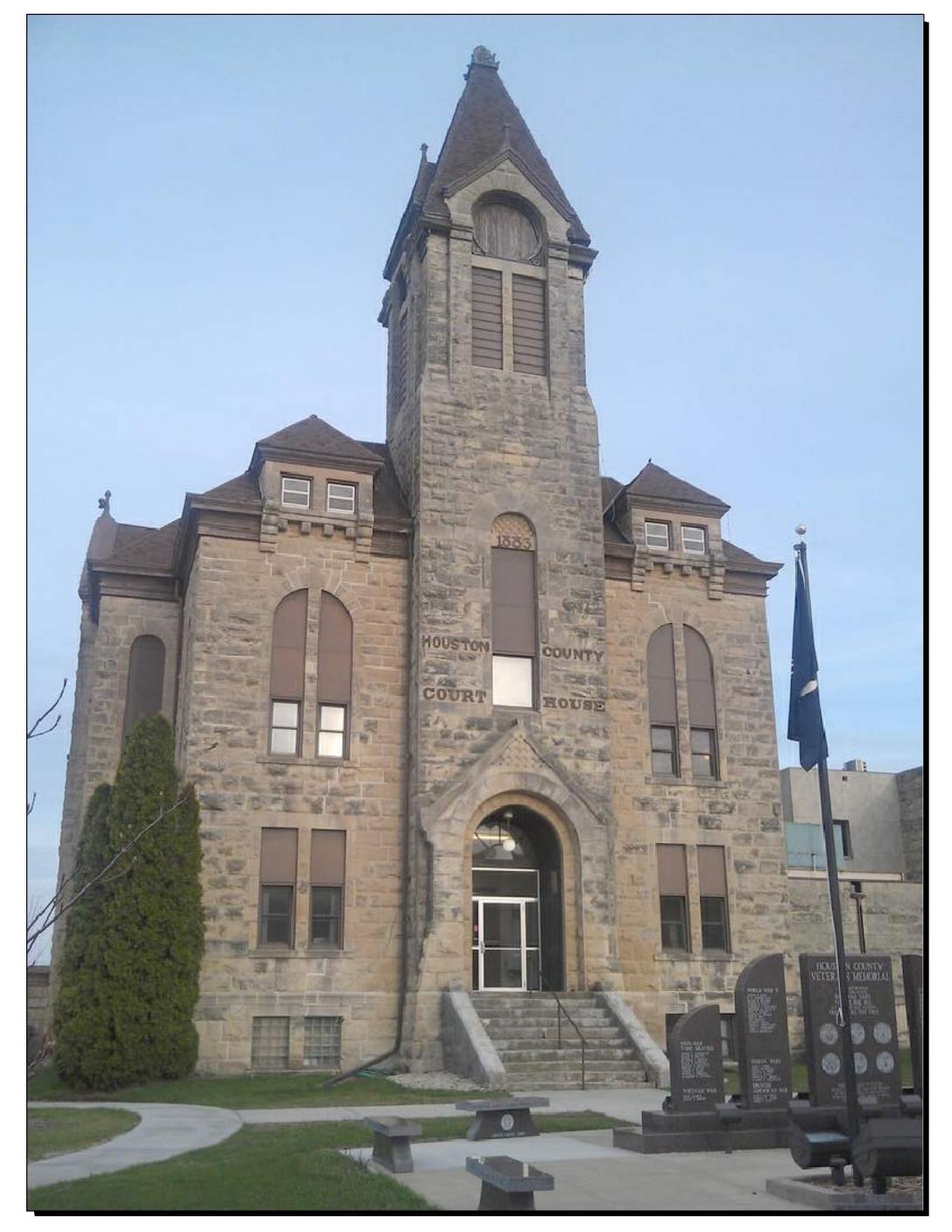
Architect un	der the I	laws of th	ne State o
Signature			
William D.	Hickey,	AIA	
Name			

REVISED CONSTRUCTION **DOCUMENTS**

July 31, 2020

<u>RE</u>	VISI	ION LOG	
N	0.	DATE	DESCRIPTION
_	۹ .	03-09-18	30% PROGRESS SET
	 -	04-06-18	60% PROGRESS SET
	 -	04-27-18	90% PROGRESS SET
	 -	09-10-19	CONSTRUCTION DOCUMENTS
		07-31-20	REVISED CONSTRUCTION DOCUMENTS

TITLE SHEET

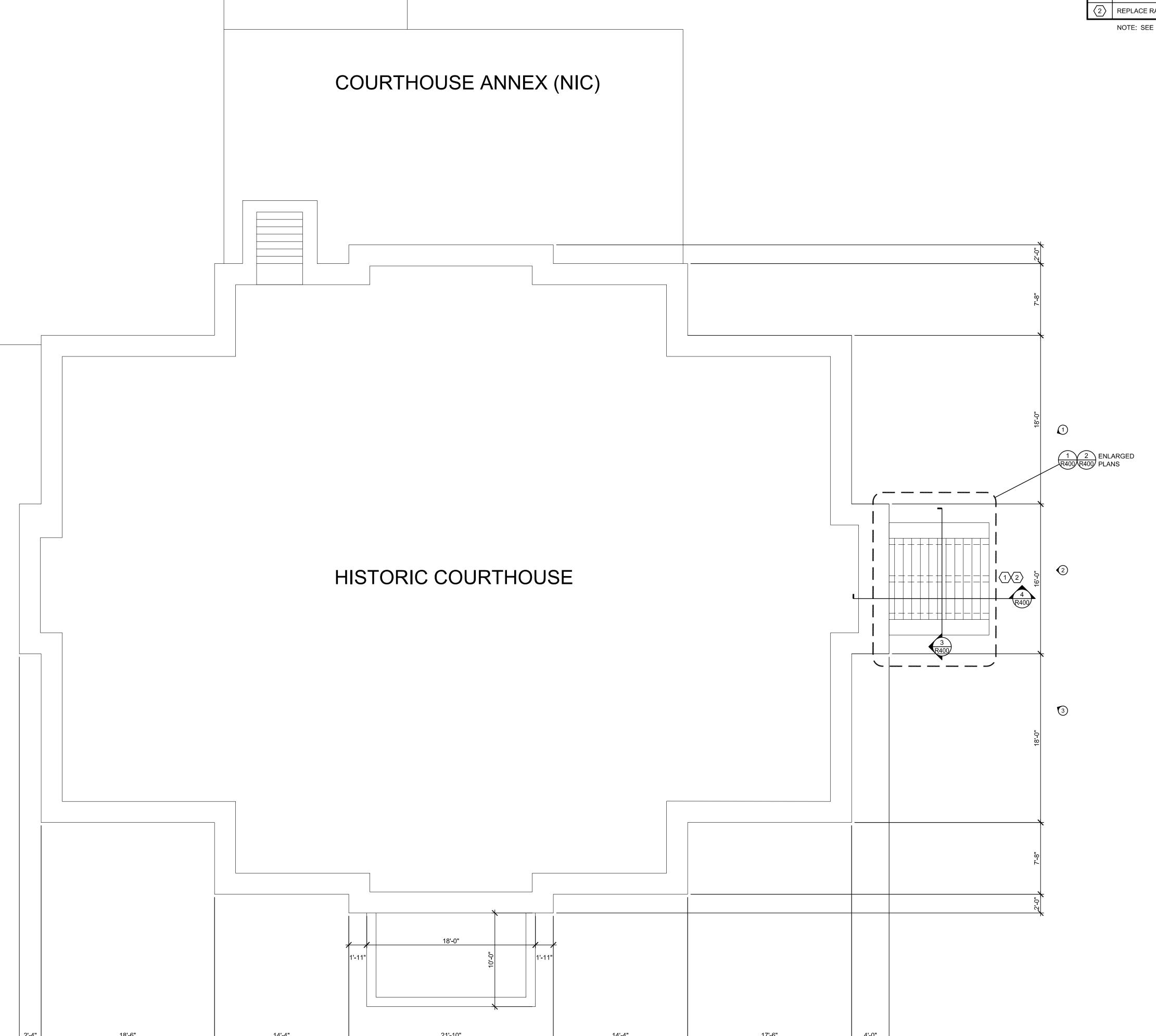


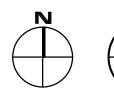


PROJECT

DESCRIPTION NOTES	SCHEDULE	RESTORATION S
DEDIAGE STONE STEPS	NOTES	DESCRIPTION
REPLACE STONE STEPS SEE R400.	SEE R400.	REPLACE STONE STEPS
2 REPLACE RAILING SEE R400.	SEE R400.	REPLACE RAILING

NOTE: SEE R001 FOR A DETAILED DESCRIPTION OF ALL WORK ITEMS.





1 BUILDING PLAN
R200 SCALE: 3/16" = 1'-0"

BUILDING PLAN NOTES

1. ALL DIMENSIONS ARE APPROXIMATE AND TAKEN FROM ORIGINAL BUILDING DRAWINGS. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS & CONDITIONS AND REPORT DISCREPANCIES TO ENGINEER.

2. 1 INDICATES PHOTO AREA SEE SHEET R500.



I hereby certify that this plan, specification, report was prepared by me or under my dir supervision and that I am a duly Licensed Architect under the laws of the State of Min Signature William D. Hickey, AIA Name		
William D. Hickey, AIA Name	report was pre supervision an	pared by me or under my di d that I am a duly Licensed
Name	Signature	
	William D. H	ckey, AIA
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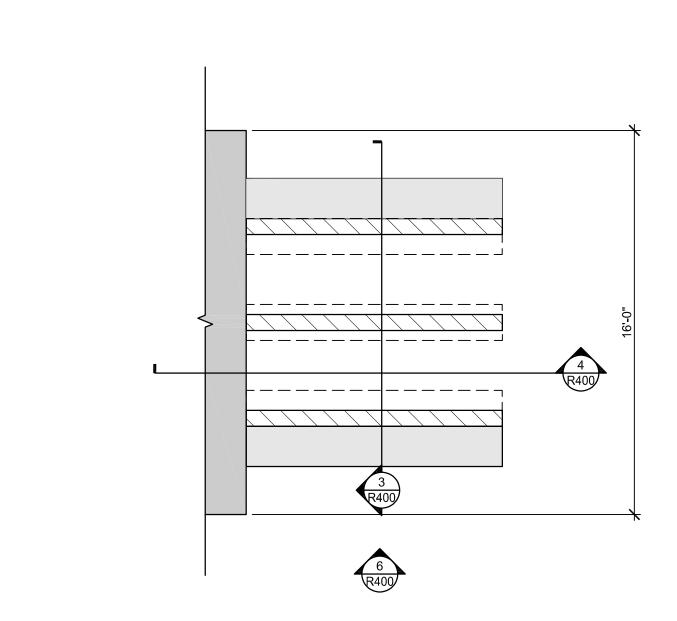
REVISED CONSTRUCTION DOCUMENTS July 31, 2020

REVISION LOG

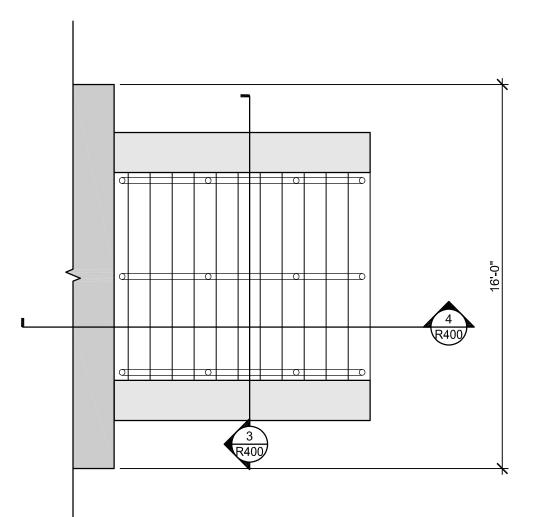
NO.	DATE	DESCRIPTION
Α	03-09-18	30% PROGRESS SET
В	04-06-18	60% PROGRESS SET
С	04-27-18	90% PROGRESS SET
0	09-10-19	CONSTRUCTION DOCUMENT
0	07-31-20	REVISED CONSTRUCTION DOCUMENTS

17017.00	
PROJECT NUMBER	
DRK	САМ
DRAWN BY	CHECKED BY
CAM	САМ
PROJECT MANAGER	PROJECT ENGINEE

BUILDING PLAN



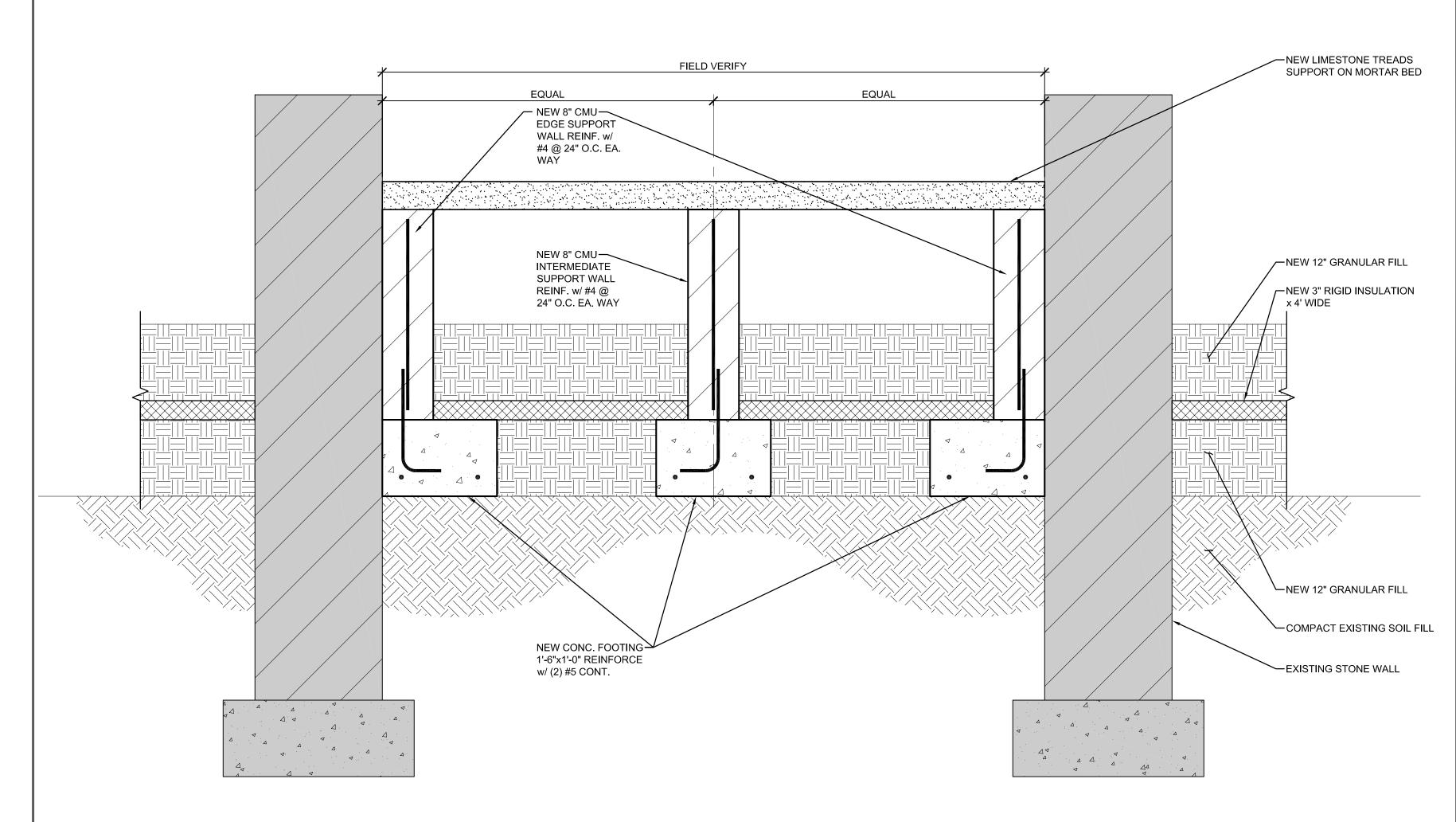




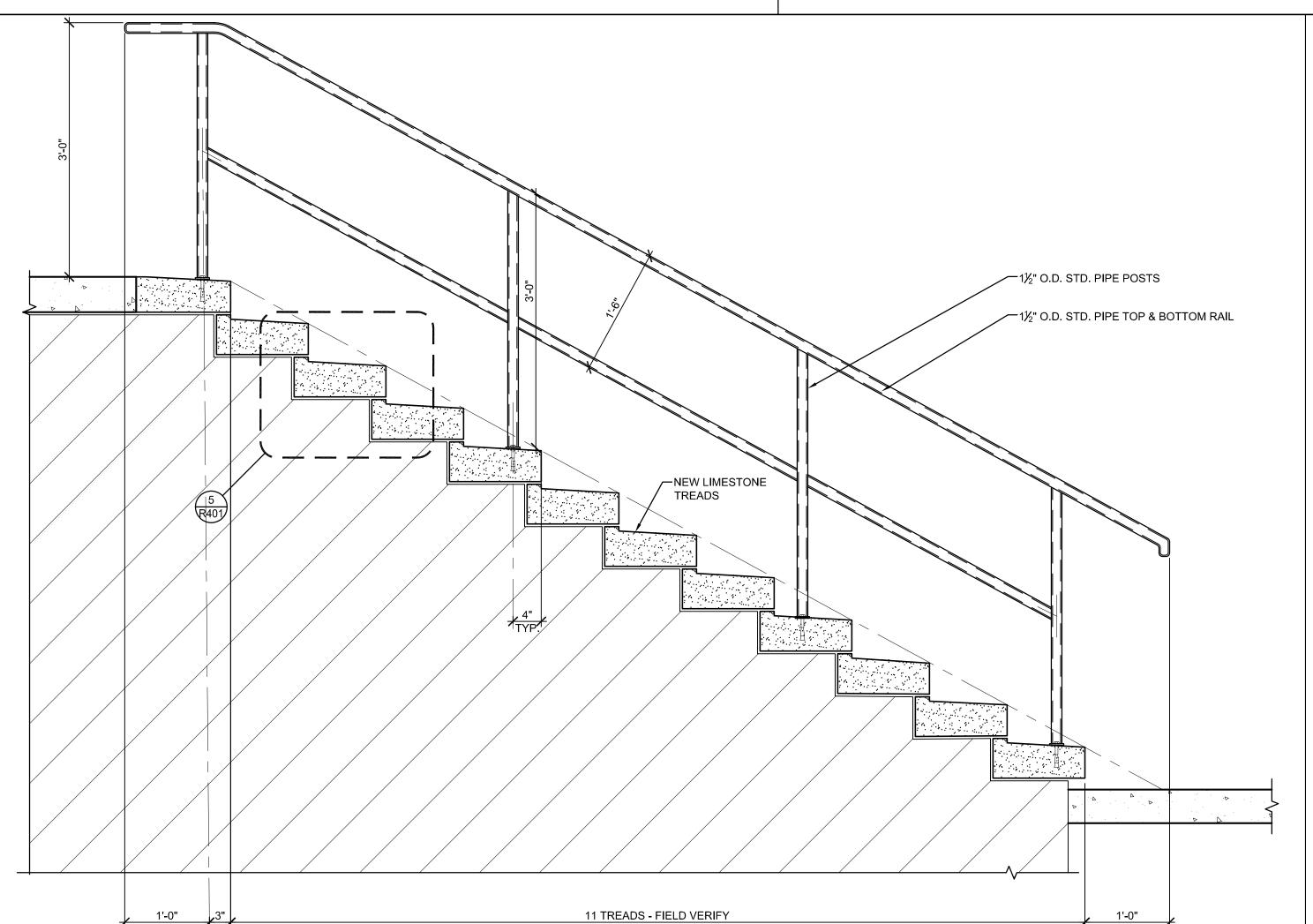


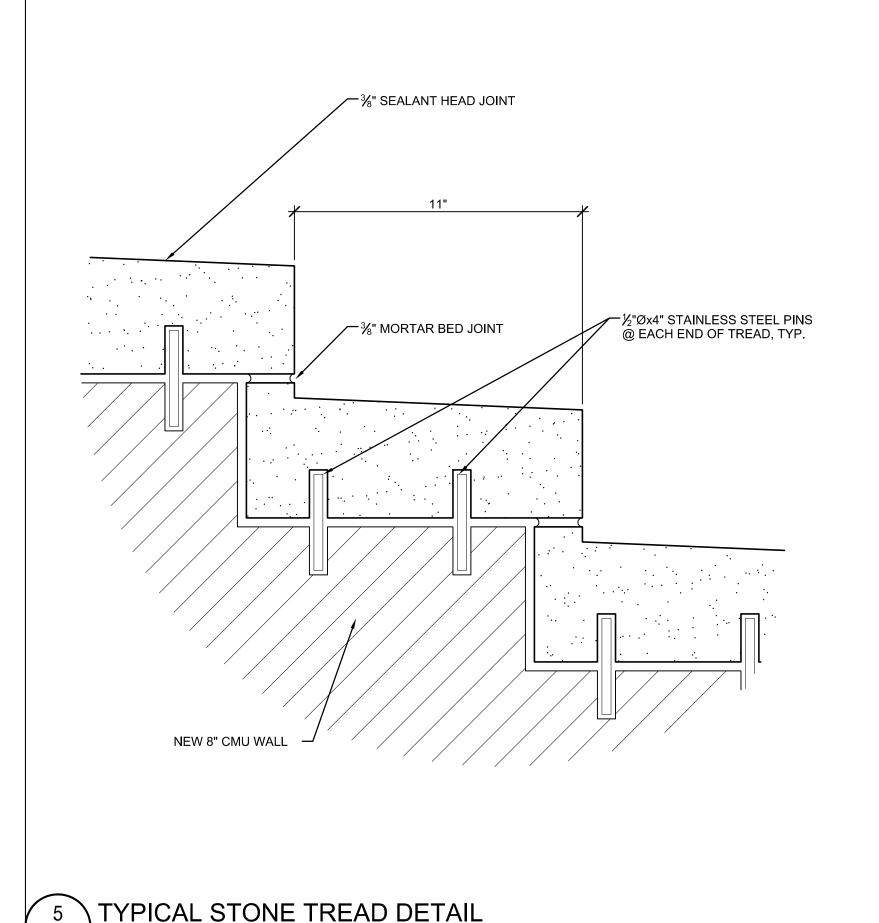
2 ENLARGED EAST ENTRANCE STAIR PLAN R400 SCALE: 1/4" = 1'-0"

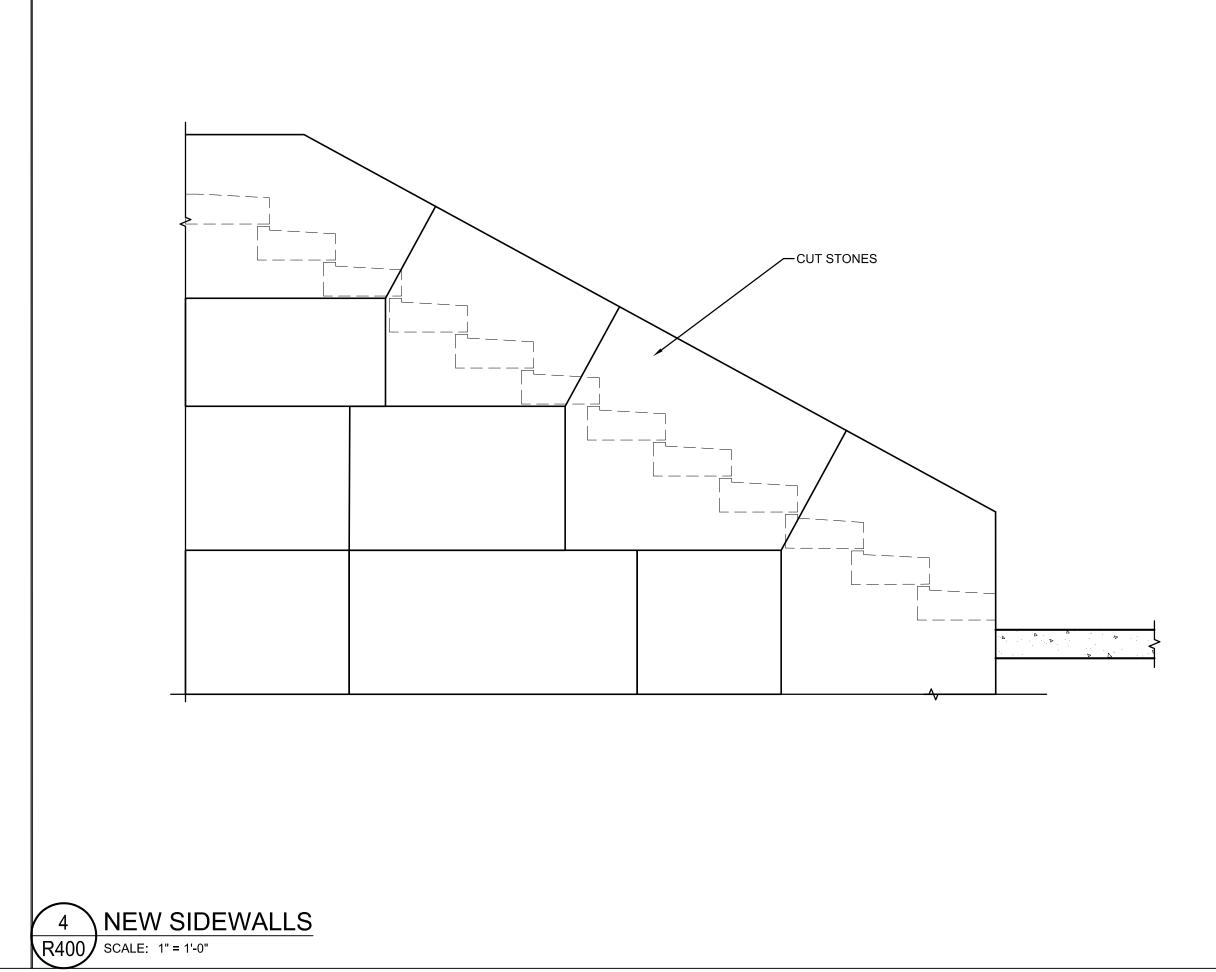
> **EAST ENTRANCE STAIR PLAN NOTES:** 1. SEE RESTORATION SCHEDULE ON SHEET R001 FOR ADDITIONAL INFORMATION.



3 NEW FOUNDATION / STAIR SUPPORT R400 SCALE: 1" = 1'-0"







TYPICAL STONE TREAD DETAIL R400 | SCALE: 3" = 1'-0"

4 NEW INTERDEDIATE STAIR HANDRAIL R400 SCALE: 1" = 1'-0"

REVISION LOG

Signature

License #

REVISED

Name

William D. Hickey, AIA

NO. DATE DESCRIPTION A 04-06-18 60% PROGRESS SET

CONSTRUCTION

DOCUMENTS

July 31, 2020

0 09-10-19 CONSTRUCTION DOCUMENTS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed

Architect under the laws of the State of Minnesota.

COLLABORATIVE

DesignGroup, inc.

125 Main Street SE, Suite 240
Minneapolis, MN 55414

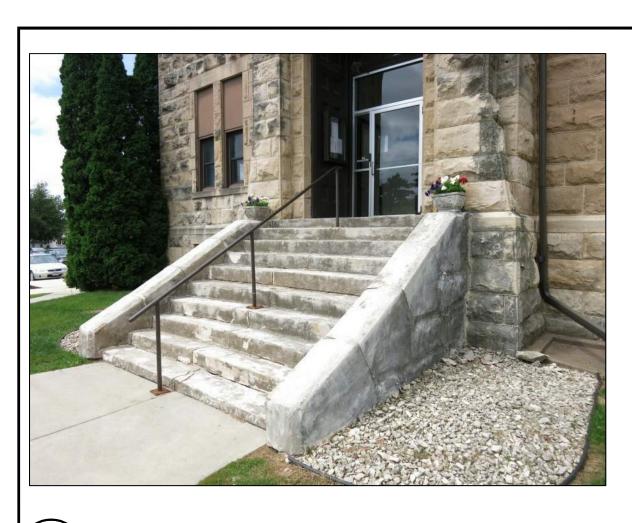
p 612.332.3654 f 612.332.3626

urthouse

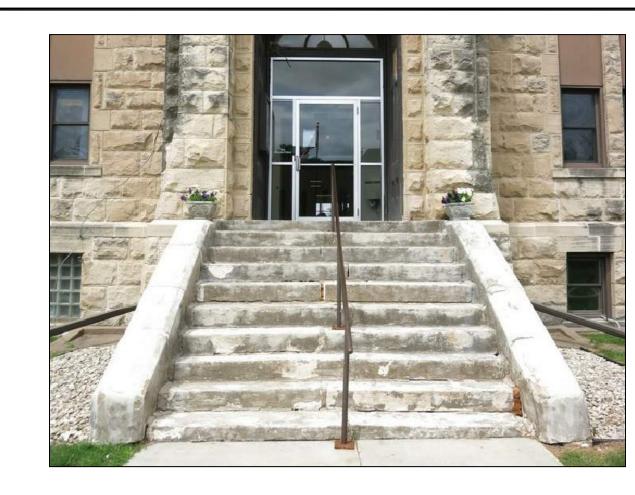
www.collaborativedesigngroup.com

0 07-31-20 REVISED CONSTRUCTION DOCUMENTS

SECTIONS & DETAILS







2 EAST ENTRANCE STAIR EAST SIDE R500 SCALE: N.T.S.



3 EAST ENTRANCE STAIR SOUTH SIDE SCALE: N.T.S.



Houston County Courthouse Stair Replacement 304 South Marshall Street Caledonia, Minnesota 55921

Sidna	nturo	
Signa	iture	
	am D. Hicke	ey, AIA
Name		
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LICEII	5C #	Date
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Α	04-06-18	60% PROGRESS SET
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REFERENCE PHOTOS

MINNESOTA HISTORICAL SOCIETY MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT

Account No.	<u>Fiscal Year</u>	<u>Object Code</u>	MNHS Grant No.	<u>Amount</u>
02484	2021	5260	2005-24647	\$71,510.00 grant
				\$71,510.00 match

This agreement is made by and between the Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102, hereinafter called the SOCIETY, acting through its Director, and **Houston County**, 304 South Marshall Street Caledonia, Minnesota 55921 herein called the GRANTEE.

WHEREAS, the Minnesota Legislature, under Minnesota Session Laws 2019, 1st Special Session, Chapter 2, Article 4, Section 2, Subdivision 4, approved funding to the SOCIETY for Statewide Historic and Cultural Heritage Grants for the purpose of supporting history programs and projects operated or conducted by or through local, county, regional, or other historical or cultural organizations; or for activities to preserve significant historic and cultural resources such as that which is contemplated by GRANTEE, and

WHEREAS, the GRANTEE and its project *Houston County Courthouse: Phase I Rehabilitative Construction* meets the eligibility criteria for funding under the grants program; and

WHEREAS, the SOCIETY'S Governing Board approved a grant recommended for funding by the Historical Resources Advisory Committee on October 22, 2020.

NOW THEREFORE, in consideration of the award of the grant, the GRANTEE agrees to administer said grant in accordance with the following policies and procedures:

I. PROJECT DESCRIPTION

- A. The project period for this activity is from December 01, 2020 to December 01, 2021.
- B. The project will be carried out in accordance with the provisions of the *Minnesota Historical and Cultural Heritage Grants Manual*. The project will also be carried out in accordance with the GRANTEE'S Minnesota Historical and Cultural Heritage Grants Program Grant Application. Page 1 of the application is included as Attachment A, and the entire application is hereby incorporated by reference.
- C. The official Scope of Work Form as approved by the SOCIETY supersedes the GRANTEE's grant application scope of work form and is included as Attachment C and hereby incorporated by reference. All work on the project will be in conformance to the Secretary of the Interior's Standards for the Treatment of Historic Properties.
- D. The official project budget as approved by the SOCIETY supersedes the GRANTEE'S grant application budget and is included as <u>Attachment B</u> and hereby incorporated by reference.
- E. Only the items set forth in the Approved Project Budget (Attachment B) may be charged against the grant project.
- E. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- F. Changes in the Approved Project Budget may not exceed twenty (20) percent of any line item. Changes occurring after the project begins that exceed twenty (20) percent of any line item will not be allowed except

2005-24647

upon prior written request by the GRANTEE and prior written approval by the SOCIETY.

- G. Changes in the Project Completion Date will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- H. No grant funds may be used to pay indirect costs, commonly referred to as overhead.

II. ASSURANCES

- A. The GRANTEE understands that this agreement is funded by a grant financed by the State of Minnesota.
- B. The GRANTEE agrees that this project will be administered and conducted in accordance with the following:
 - a. Minn. Stat. 129.17 for Arts and Cultural Heritage Fund;
 - b. Minn. Stat. 16B.98 for Grants Management;
 - c. Secretary of the Interior's Standards for Archaeology and Historic Preservation;
 - d. History and Architecture Survey Manual (June 2017) and the SHPO Manual for Archaeological Projects in Minnesota (July 2005).
 - e. Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
- C. The Grantee agrees that work will be carried out by project personnel who meet the Secretary of the Interior's Professional Qualifications Standards (as published in the Federal Register of September 29, 1983).
- D. Pursuant to Minnesota Session Laws 2019, 1st Special Session, Chapter 2, Article 4, Section 2, Subdivision 4, the GRANTEE must give consideration to Conservation Corps Minnesota and Northern Bedrock Conservation Corps, or an organization carrying out similar work.
- E. The GRANTEE agrees to sign a Letter of Agreement Governing Use of Historic Site assuming responsibility to maintain the historic property in a satisfactory manner for a specified number of years after the grant-funded project is completed. For grants up to \$50,000, a five (5) year letter of agreement is required and for grants greater than \$50,000, a ten (10) year letter of agreement is required.
- F. The GRANTEE shall hold the SOCIETY and the State of Minnesota harmless from any loss, damage, or expense including reasonable attorneys' fees and other costs of defense, arising as the result of any claim, action, complaint, proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project.
- G. The GRANTEE agrees that in hiring of common or skilled labor for the performance of any work on the grant project that no contractor, material supplier or vendor shall, by reason of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age, discriminate against any person or persons who are citizens of the United States, or resident aliens, who are qualified and available to perform the work to which the employment relates.
- H. The GRANTEE agrees no contractor, material supplier or vendor shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in the preceding paragraph, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

- I. This Agreement may be canceled or terminated by the SOCIETY, and all money due, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of this section.
- J. The GRANTEE assures that no part of the project budget will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a member of the Minnesota Legislature, to favor or oppose, by vote or otherwise, any legislation or appropriation by the Legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This shall not prevent communicating to members of the Minnesota Legislature on the request of any member or to the Legislature, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.
- K. Both parties agree that if intellectual property is created in project, the parties will discuss the allocation of ownership and use rights.
- L. Copyright to copyrightable materials, including computer software, resulting from this project shall vest in the GRANTEE with a non-transferable royalty-free license to the SOCIETY for its non-commercial use. The GRANTEE shall grant the SOCIETY an option to license any such material(s) it wishes to develop for commercial purposes on terms and conditions, including a royalty, as the parties hereto agree in a subsequent writing.
- M. Except for (a) the above limitation, (b) the GRANTEE's right to control publication of its own research results, (c) patented and patent-pending property and (d) the GRANTEE's confidential information, the SOCIETY will have the free, irrevocable, non-exclusive unlimited right to use any research results collected in project by both the GRANTEE and the SOCIETY for any purpose worldwide.
- N. The GRANTEE agrees to include the Arts and Cultural Heritage logo on any and all communications, websites, and promotional materials associated with the approved project. The logo can be found at http://www.legacy.leg.mn/legacy-logo/legacy-logo-download.
- O. The GRANTEE agrees to post a sign in a prominent location while restoration/preservation project work is in progress substantially incorporating the following acknowledgment:

"This project has been financed in part with funds provided by the State of Minnesota from the Arts and Cultural Heritage Fund through the Minnesota Historical Society."

P. The GRANTEE agrees that any publicity releases, informational brochures, public reports, publications, and public information relating to approved projects must acknowledge funding assistance from the State of Minnesota from the Arts and Cultural Heritage Fund. Any written materials shall include the following:

"This publication was made possible in part by the people of Minnesota through a grant funded by an appropriation to the Minnesota Historical Society from the Minnesota Arts and Cultural Heritage Fund. Any views, findings, opinions, conclusions or recommendations expressed in this publication are those of the authors and do not necessarily represent those of the State of Minnesota, the Minnesota Historical Society, or the Minnesota Historic Resources Advisory Committee."

III. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

A. Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process. Evidence of the process along with copies of the bids received must be included in the GRANTEE's financial records for the project.

- B. Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders. The GRANTEE must maintain financial records that verify the cost was competitively based on at least three written quotes submitted in response to written specifications.
- C. Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes. The GRANTEE must maintain financial records that verify the cost was competitively based on at least three verbal quotes.
- D. For contracting services, the GRANTEE will follow the requirements of Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.

IV. PAYMENT SCHEDULE

- A. The total obligation of the SOCIETY for all compensation and reimbursements to the GRANTEE under this grant agreement will not exceed **\$71,510.00**.
- B. Grantee must obtain and supply matching funds as indicated in the approved budget (<u>Attachment B</u>) or for any project overages necessary to complete the approved project.
- C. GRANTEE will receive payments from the SOCIETY in accordance with the following for up to eighty percent (80%) of the grant award.

Project Milestone: Payment Percentage

Execute Grant Agreement

30

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1. Grantee must submit confirmation that prevailing wage requirements were addressed in the budget/estimates. State law dictates that prevailing wage rates must be used on state-financed projects (Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120). (Upload to Milestone/Condition 1 report in the SOCIETY'S grants portal, https://mnhs.fluxx.io. Reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)

15

2. Mortar test results must be submitted to the Grants Office prior to purchasing materials or starting work to determine color, texture, strength, and composition of historic mortar. Please note that Russack System for Brick & Mortar, as described in Preservation Brief 2, https://www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm, is an approved mortar testing method. (2) Historic masonry shall be salvaged and reused whenever possible. If new masonry is necessary, good quality color photographs of the proposed replacement masonry alongside original masonry must be submitted, reviewed, and approved by the Grants Office before proceeding with this work. (Upload to Milestone/Condition 2 report in the SOCIETY'S grants portal, https://mnhs.fluxx.io. Reviews may take up to 30 working days. Incomplete materials or revisions to already submitted requests, restart the review clock.)

3. Submit to Grants Office for review and approval: 1) Good quality contextual and detailed color photos at a small sample area of masonry that shows the historic and new mortar after repointing. New mortar must match historic mortar test results including in color, texture, strength, composition, joint width, and profile of historic. Masonry repointing must be executed in conformance with Preservation Brief 2: Repointing Mortar Joints in Masonry Buildings (online at https://www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm). (Upload to Milestone/Condition 3 report in the SOCIETY'S grants portal, https://mnhs.fluxx.io. Reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)

Grantee must conduct a site visit to review the project progress with the Grants Office when at least 50% of the work has been completed. To schedule a site visit, upload proposed dates and times at least 30 days prior to the proposed visit. (Upload to Milestone/Condition 4 report in the SOCIETY'S grants portal, https://mnhs.fluxx.io.)

D. Reimbursement. A total of twenty percent (20%) of the grant funds will be released as the final payment after work is complete and financial documentation and the project completion report, have been reviewed and accepted by the SOCIETY.

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V. FINANCIAL DOCUMENTATION AND FINAL REPORTING

- A. The GRANTEE will submit a completed final report including documentation for project expenditures and project products on or before January 01, 2022. (Work on the project must be concluded by December 01, 2021)
- B. The final report must be completed electronically in the Minnesota Historical Society's Grants Portal (https://mnhs.fluxx.io).
 - a. The financial documentation for project costs to be uploaded with the final report shall include acceptable types of documentation such as: (1) copies of paid invoices/receipts, (2) copies of project personnel timesheets (if applicable), (3) copies of in-kind and/or donated services timesheets (if applicable), and (4) copies of donated materials forms.
 - b. The Final Products to be uploaded with the final report are: **Detailed photographs of completed** work and copy of completed architect's punch list or completed Scope of Work form.
- C. Unexpended Funds. The Grantee must promptly return any unexpended funds that have not been accounted in the financial documentation to the SOCIETY at grant closeout.

VI. AUDIT

- A. The GRANTEE must maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure the proper disbursing of and accounting for grant funds. The GRANTEE must maintain records and accounts for this project on file for a minimum of six (6) years after approval of the Final Report.
- B. The GRANTEE agrees to maintain records to document any matching funds claimed as part of the project. The GRANTEE further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.

C. The GRANTEE agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the SOCIETY, its designated representatives, or any applicable agency of the State of Minnesota.

VII. AMENDMENTS AND CANCELLATION

A. Amendments

Any significant variations from proposed work, costs, and/or time frames described in this agreement which are experienced or anticipated during the course of the project and any significant problems, delays, or adverse conditions which materially affect planned performance should be submitted in writing to Grants Office, Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102.

The SOCIETY will respond in writing, either approving or not approving the changes, and may amend the agreement if deemed necessary. Variations which are not known until the conclusion of the project may be submitted with the Financial Documentation; however, the GRANTEE understands that costs may be disallowed if changes are not approved. Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement or their successors in office.

B. Cancellation

The SOCIETY may withhold, cancel, or revoke in whole or in part the grant amount if it determines that the GRANTEE has materially breached any term or condition of this agreement. GRANTEES will be given a 30-day notice. In lieu of cancellation, GRANTEES may be given proposed remedies to ensure successful completion of the project.

In addition, both parties may mutually agree to cancel the agreement if they determine that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of either party. In the event of cancellation, the SOCIETY may withhold proceeds of the Grant; demand that the GRANTEE return any already disbursed proceeds to the Finance Commissioner; and seek any additional legal or equitable remedy(ies).

Finally, the GRANTEE hereby acknowledges that the proceeds of the Grant are being financed in part with funds provided by the State of Minnesota and administered through the SOCIETY, and that, per Minnesota Session Laws 2019, 1st Special Session, Chapter 2, Article 4, Section 2, Subdivision 4, the funding will be canceled to the extent a court determines that the appropriation, or portion thereof, unconstitutionally substitutes for a traditional source of funding.

I have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date(s) indicated below intending to be bound thereby.

MINNESOTA HISTORICAL SOCIETY 345 KELLOGG BOULEVARD WEST SAINT PAUL, MINNESOTA 55102		HOUSTON COUNTY 304 SOUTH MARSHALL STREET, CALEDONIA, MINNESOTA 55921		
Carolyn Veeser-Egbide Grants Manager	(date)	signature (authorized official)		
Mary Green-Toussaint Contract Manager	(date)	(print name)		
		(print title)	(date)	







MINNESOTA HISTORICAL AND CULTURAL HERITAGE PROGRAM

Houston County

G-MHCG-2005-24647 | \$ 71,510 | MN Historical and Cultural Houston County Courthouse: Phase I Rehabilitative Construction

APPLICANT INFORMATION

Program Organization: Houston County

Project Director: Theressa Arrick-Kruger

Authorized Officer: Carol Lapham

Applicant County: Houston

Applicant Organization Type: Local/Regional Government

Governance/Board Members:

Eric Johnson (Board Chair), Robert Burns, Jack Miller, Teresa Walter, Greg Myrhe

PROJECT INFORMATION

Project Title: Houston County Courthouse: Phase I Rehabilitative Construction

Brief Project Summary:

This project will be the rehabilitation/replacement of the Houston County Courthouse main entry steps located in Caledonia, Minnesota.

MINNESOTA HISTORICAL SOCIETY Heritage Preservation Department Minnesota Historical and Cultural Heritage Grants Approved Project Budget

Grantee: Houston County

MNHS Grant #: 2005-24647

Project: Houston County Courthouse: Phase I Rehabilitative Construction

	Budget Item	Amount Requested	Grant Amount	Match
1.	Stone Steps Replacement	\$59,600.00	\$59,600.00	\$59,600.00
2.	Contingency (10%	\$5,960.00	\$5,960.00	\$5,960.00
3.	Construction Administration (CDG)	\$5,950.00	\$5,950.00	\$5,950.00
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
	TOTAL		\$71,510.00	\$71,510.00

Scope of Work Form

Property Name: Houston County Courthouse

FOR OFFICE USE ONLY
GRANTEE: HOUSTON COUNTY
GRANT # 24647

Date: 07/31/2020

Property Address: 304 S Marshall Street, Caledonia, MN

NUMBER:	Architectural feature: Stone Steps	Describe work and impact on existing feature:
1		The steps and sidewalls will be replaced in their entirety. The steps and sidewalls will be rebuilt using new stone matching the
Describe	Approx. date of feature: 1883	existing in size, color, and texture as best as possible. Original
	existing feature and its condition: s are constructed of limestone masonry steps and	mortar will be retrieved during construction and analyzed to determine physical properties, color, and texture. New mortar will
limestone mas with concrete a down the midd	sonry sidewalls. The sidewalls have been covered and the steps have a non-original metal railing lle. The steps and sidewalls are in very poor significant locations of cracks, spalling, and	match the original as close as possible. A new metal handrail will be installed down the middle of the steps to meet code. Because a handrail was not originally installed on this building (see attached photos), the new handrail is designed to be as minimal and non-intrusive as possible, while still providing the code required function.
Photo No. <u>1,</u>	2, 3, 4 Drawing No. R200, R40	
NUMBER:	Architectural feature:	Describe work and impact on existing feature:
	Approx. date of feature:	
Describe e	existing feature and its condition:	
Photo No	Drawing No	
NUMBER:	Architectural feature:	Describe work and impact on existing feature:
	Approx. date of feature:	
Describe e	existing feature and its condition:	
Photo No	Drawing No	
NUMBER:	Avahitaatuval faatuva	Describe work and impact on existing feature:
	Architectural feature:	
Doscribo	Approx. date of feature:existing feature and its condition:	
Describe	raisting leature and its condition.	
Photo No	Drawing No	

MINNESOTA HISTORICAL SOCIETY LETTER OF AGREEMENT GOVERNING USE OF HISTORIC SITE

This agreement is made on the <u>01 day of December, 2020</u>, by the <u>Houston County</u> (hereinafter referred to as the GRANTEE), and in favor of the State of Minnesota acting through the Minnesota Historical Society's Heritage Preservation Office (hereafter referred to as the SOCIETY), for the purpose of preservation of a certain property known as the: <u>Houston County Historic Courthouse</u> hereinafter the Property.

The <u>Houston County Historic Courthouse</u>, listed on the National Register of Historic Places, is comprised of grounds, collateral, appurtenances, and improvements and is located at 304 So. Marshall Street, Caledonia, in Houston County.

In consideration of the sum of \$71,510 given to the GRANTEE through the Minnesota Historical and Cultural Heritage Grants Program through the SOCIETY from the State of Minnesota (MNHS Grant Number: 2005-24647), the GRANTEE hereby agrees to the following for a period of ten (10) years:

- 1. The GRANTEE agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the property eligible for listing on the National Register of Historic Places.
- 2. The GRANTEE agrees that no visual or structural alterations will be made to the property without prior written permission of the SOCIETY.
- 3. The GRANTEE agrees that the SOCIETY, its agents or designees shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.

This agreement shall be enforceable in specific performance by a court of competent jurisdiction.

345 KELLOGG BOULEVARD WEST SAINT PAUL, MINNESOTA 55102		HOUSTON COUNTY 304 SOUTH MARSHALL STREET, CALEDONIA, MINNESOTA		
Mary Green-Toussaint Contract Manager	(date)	signature (authorized official)		
		(print name)		
		(print title)	(date)	

Meyer Concrete, LLC

12735 Tower Drive Caledonia, MN 55921 US meyerconcretellc@gmail.com

Estimate

ADDRESS

Houston County (old Courthouse) Caledonia, MN

SHIP TO	
Houston County	(old Courthouse)
Caledonia, MN	

ESTIMATE #	DATE	
1183	12/04/2020	

P.O. NUMBER

Old Courthouse Steps (R&R)

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	04 Concrete	Remove existing steps and sidewalks (dispose of properly, excavate for new walls/steps	1	2,243.00	2,243.00
	04 Concrete	Sidewalls \$3,240.00 Form and pour new sidewalls of steps 16" wide, sloped like current walls, with *sandstone colored skim coat after walls are poured and forms stripped	1	3,308.00	3,308.00
		•option of form liners installed so concrete walls look like big stone on existing building (won't be exact match but can get close) and sandstone colored concrete ADD \$1,320.00			
	04 Concrete	Steps \$2,635.00 Setup and pour steps between sidewalls, -9 steps 10' wide w/7" risers, and 14" treads -sandstone colored concrete	1	2,832.00	2,832.00
		•option of liners for steps (to look like existing steps and build) ADD. \$985			
	04 Concrete	Landing Repour lower sidewalk area (approx 7'x13')	1	682.50	682.50
	04 Concrete	Replace landscaping area -install new fabric, edging, and rock or mulch	1	541.00	541.00
	04 Concrete	• All concrete to be 6 bag 4000psi exterior mix ,sealed with salt preventative sealer ,	1	0.00	0.00
		• still waiting for electrical quote for			

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		heated steps.			

Meyer Concrete is not liable for damage to concrete due to acts of Mother Nature (freezing, thawing, heaving/sinking), or damages from person(s) (spalding due to salt, chips, nicks, cracks from snow removal). We prep, place & pour concrete to the best of our abilities/knowledge each and everyday to put out a quality product. We have no problem working with customer to find a reasonable solution for both the customer and Meyer Concrete if for some reason a defect with concrete occurs. Estimate is good for 14 days, if not signed within the time frame the project is subject for rebid. We appreciate the opportunity to serve you, and look forward to serving you!

*5,606.50

Accepted By Accepted Date