

## PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: June 22, 2021

9:02 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns, Teresa Walter, and Greg Myhre

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, Public Health and Human Services Director John Pugleasa, Public Health Supervisor Heather Myhre, Board Clerk/EDA Director Allison Wagner, Engineer Brian Pogodzinski, Engineering Supervisor Justin Conway, Interim Recorder Mary Betz, Environmental Services Director/Zoning Administrator Amelia Meiners, Assessor Lucas Onstad, IT Director Andrew Milde, Attorney Samuel Jandt, Attorney Jason Kuboushek, DDA Tessia Melvin

Presiding: Chairperson Burns

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Walter, seconded by Commissioner Severson, motion unanimously carried to approve the agenda.

Motion was made by Commissioner Severson, seconded by Commissioner Johnson, motion unanimously carried to approve the board meeting minutes from June 8, 2021.

Motion was made by Commissioner Johnson, seconded by Commissioner Severson, motion unanimously carried to approve the workgroup session minutes from June 15, 2021.

Public Comment: No public comments were made.

Public Health and Human Services Director Pugleasa and Public Health Supervisor Myhre provided an update on the COVID-19 pandemic and response from Public Health and Human Services. Pugleasa stated that cases in Houston County remained flat. Houston County continued to be in the top ten counties in the State for vaccination rates. Myhre said that 58% of the County's total population and 70% of the County's 16 and older population had been vaccinated. Public Health would be holding a walk in clinic at 611 Vista Drive in Caledonia later in the week.

Pugleasa recommended that going forward COVID-19 updates only be provided if there was new information, and that Public Health would request to be on the agenda if needed. The Commissioners agreed.

## CONSENT AGENDA

Commissioner Walter moved, Commissioner Johnson seconded, motion unanimously carried to approve the consent agenda. Items approved are listed below.

- 1) Approve 2022 Toward Zero Deaths State Road Grant Resolution 21-28: 10/1/2021-9/30/2023.
- 2) Authorize Auditor/Treasurer to conduct a public sale for a vacant lot located in Crescent Hills , Second Addition to the township of La Crescent, pursuant to M.S. 282.01; to be held at 10:00 a.m. on July 29, 2021, in the Commissioners Room at the Houston County Courthouse. Resolution 21-29.
- 3) Authorize Auditor/Treasurer to conduct a public sale for property located in the city of Houston at 315 S Chase Street, pursuant to M.S. 282.01; to be held at 10:00 a.m. on July 29, 2021, in the Commissioners Room at the Houston County Courthouse. Resolution 21-30.
- 4) Approve the Minnesota Lawful Gambling Application for Exempt Permit on behalf of Sheldon Valley Sportsman's Association for gambling activities to be conducted at the Sheldon Valley Sportsman's Association Gun Range in Caledonia Township, with no waiting period. The event will be held on October 24, 2021. Resolution 21-31.
- 5) Hire Sam Benson as a Dropsite Supervisor, 67 day casual/temporary employee. Dropsite wage scale, step 1.
- 6) Adjust Holly Felten's assignment from from .95 FTE to 1.0 FTE effective July 1, 2021.
- 7) Approve Holly Felten's job classification to C42, Step 2, effective January 1, 2021.
- 8) Confirm Terry Ranzenberger's resignation effective end of shift June 17, 2021.
- 9) Hire Mark Tewes as a probationary Recycling Center Lead, B-23, Step 3, effective, July 6, 2021, conditioned upon satisfactory background check.
- 10) Conduct a competitive search for a probationary Custodian II.
- 11) Approve the Ma Cal Grove County Club, Inc. Liquor license.

Resolutions are listed below.

## RESOLUTION NO. 21-28

### **AUTHORIZATION TO EXECUTE 2021 TOWARD ZERO DEATHS STATE ROADS GRANT**

June 22, 2021

BE IT RESOLVED the Houston County Board of Commissioners authorizes the Houston County Sheriff's Office to enter into a grant agreement with the Minnesota Department of Public

Safety, for traffic safety projects during the period from October 1, 2021 through September 30, 2023.

THEREFORE, BE IS RESOLVED, the Houston County Sheriff, is hereby authorized to execute such agreements and amendments as are necessary to implement the project, be the fiscal agent, and administer the grant on behalf of Houston County.

#### RESOLUTION NO. 21-29

BE IT RESOLVED THAT Parcel #08.0796.000 of tax-forfeited land, located in the Township of La Crescent in Houston County be classified as non-conservation land: that the basic sale price be set at \$3,200.00 and that authorization for a public sale of this land be granted, pursuant to M.S. 282.01; that the sale will be held at 10:00 a.m. on Thursday, July 29, 2021, by the Houston County Auditor-Treasurer in the Commissioners Room at the Houston County Courthouse; the property will be sold for not less than the basic sale price; and full payment of the purchase price and the additional costs shall be due at the time of sale.

WHEREAS, Parcel ID #08.0796.000 consists of Outlot D, Block One (1), Crescent Hills Second Addition to the Township of La Crescent, Houston County, Minnesota.

#### RESOLUTION NO. 21-30

BE IT RESOLVED THAT Parcel #24.0222.000 of tax-forfeited land, located in the City of Houston, Minnesota be classified as non-conservation land: that the minimum sale price be set at \$8,000.00, and that authorization for a public sale of this land be granted, pursuant to M.S. 282.01; that the sale will be held at 10:00 a.m. on Thursday, July 29, 2021, by the Houston County Auditor-Treasurer in the Commissioners Room at the Houston County Courthouse; the property will be sold for not less than the minimum sale price; and full payment of the purchase price and the additional costs shall be due at the time of sale.

WHEREAS, Parcel ID #24.0222.000 consists of Lot 6 of Block 33 of Mons Anderson's Addition to the City (formally Village) of Houston, Minnesota according to the plat thereof on file and of record in the office of the Houston County Recorder.

#### RESOLUTION NO. 21-31

#### MINNESOTA LAWFUL GAMBLING PERMIT APPROVAL SHELDON VALLEY SPORTSMAN'S ASSOCIATION

June 22, 2021

BE IT RESOLVED, the Houston County Board of Commissioners does hereby approve the Minnesota Lawful Gambling Application for Exempt Permit on behalf of Sheldon Valley

Sportsman's Association for gambling activities to be conducted at the Sheldon Valley Sportsman's Association Gun Range in Caledonia Township, with no waiting period.

## CLOSED SESSIONS

At 9:30 a.m. motion by Commissioner Walter, seconded by Commissioner Johnson, motion unanimously carried to go into closed session pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25.

All Commissioners, Auditor/Treasurer Trehus, Human Resources Director Kruger, Finance Director Lapham, and Tessia Melvin from DDA attended the closed session.

At 10:10 a.m. motion by Commissioner Walter, seconded by Commissioner Myhre, motion unanimously carried to return to regular session. Kruger gave a summary of the closed session. She said they had discussed labor negotiations including strategies, and that the Commissioners had given her general direction on how to proceed with labor negotiations.

At 10:13 a.m. motion by Commissioner Myhre, seconded by Commissioner Johnson, motion unanimously carried to go into closed session pursuant to MN Statute 13D.05, Subd. 3(b) Attorney/Client privilege to discuss Mound Prairie Township lawsuit litigation.

All Commissioners, Auditor/Treasurer Trehus, Engineer Pogodzinski, Engineering Supervisor Conway, Attorney Jandt, and Attorney Kuboushek attended the closed session.

At 10:36 a.m. motion by Commissioner Johnson, seconded by Commissioner Myhre, motion unanimously carried to return to regular session. Attorney Kuboushek gave a summary of the closed session. He said in the closed session they had discussed the Mound Prairie Township lawsuit litigation. They had discussed a settlement agreement. Kuboushek had recommended to the Commissioners that they approve the settlement. The settlement agreement was between Plaintiff Mound Prairie Township and Defendants Houston County Highway Department and Justin Conway, P.E.

Motion by Commissioner Johnson, seconded by Commissioner Myhre, motion carried unanimously by roll to accept the settlement agreement.

At 10:40 a.m. motion by Commissioner Myhre, seconded by Commissioner Johnson, motion unanimously carried to go into closed session pursuant to MN Statute 13D.05, Subd. 3(b) Attorney/Client privilege to discuss pending litigation regarding a tax court case.

All Commissioners, Auditor/Treasurer Trehus, Attorney Jandt, Finance Director Lapham, and Assessor Onstad attended the closed session.

At 11:05 a.m. motion by Commissioner Myhre, seconded by Commissioner Johnson, motion unanimously carried to return to regular session. Attorney Jandt gave a summary of the closed session. He said that they discussed an agreement regarding 425 N. Badger Street in Caledonia. The agreement stated the County would repay taxes that had been overpaid in the amount of \$75,742.00 with interest. Attorney Jandt said he could sign the agreement on the County's behalf if the Commissioners directed him to do so.

Motion by Commissioner Walter, seconded by Commissioner Severson, motion carried unanimously by roll to authorize Attorney Jandt to sign the agreement on behalf of the Commissioners.

#### ACTION ITEMS

File No. 1 – Commissioner Johnson moved, Commissioner Walter seconded, motion unanimously carried to approve Resolution 21-32. Final Acceptance of Contract #305 – Van Gundy Excavating, LLC completes SAP 028-599-095 at a total cost of \$267,418.14. Resolution is below.

#### RESOLUTION NO. 21-32

Commissioner Johnson moved, Commissioner Walter seconded, motion unanimously carried to approve Resolution 21-32 Final Acceptance of Contract #305 – Van Gundy Excavating, LLC completes SAP 028-599-095 at a total cost of \$267,418.14.

WHEREAS Contract No. 305 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.

File No. 2 – Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve Resolution 21-33 Final Acceptance of Contract #307 –Icon Constructors, LLC completes SAP 028-599-093 at a total cost of \$552,254.00. Resolution is below.

#### RESOLUTION NO. 21-33

Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve Resolution 21-33 Final Acceptance of Contract #307 –Icon Constructors, LLC completes SAP 028-599-093 at a total cost of \$552,254.00.

WHEREAS Contract No. 307 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.

File No. 3— Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve Resolution 21-34 Final Acceptance of Contract #310 – Minnowa Construction Inc. completes SAP 028-599-092 at total cost of \$86,298.96. Resolution is below.

#### RESOLUTION NO. 21-34

Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve Resolution 21-34 Final Acceptance of Contract #310 – Minnowa Construction Inc. completes SAP 028-599-092 at total cost of \$86,298.96.

WHEREAS Contract No. 310 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.

File No. 4 – Commissioner Johnson moved, Commissioner Walter seconded, motion unanimously carried to approve Fraud Prevention and Investigation Contract (FPI). This is a five County FPI grant funded contract hosted by Wabasha County that provides investigation into suspected public assistance fraud cases, as well as a basis for overpayments, program disqualification and criminal prosecution as appropriate.

File No. 5 – Commissioner Walter moved, Commissioner Severson seconded, motion unanimously carried to establish contract with Driftless Region Vector Control LLC to canvass specifically identified Houston County communities for potential mosquito related human health hazards.

File No. 6 – Commissioner Walter moved, Commissioner Severson seconded, motion unanimously carried to approve increases in the 2021 Fee Schedule. Fee increases are below.

Department	Service	Fee
General Fees	Employee time: Research, compile, retrieve data, etc. (ref. MN Statute 13)	\$29.17 per hour (billed for actual time, in 15-min increments. Requestor will be provided a cost estimate, 50% must be remitted prior to commencing the research project.
Recorder	Real Estate Research Fee	\$29.17 per hour/one hour minimum
Recorder	Passport Photos (2)	\$20.00 (includes tax)
Recorder	Genealogy Research	\$29.17 per hour/one hour minimum
Recorder	Ordination Papers recording fee	\$30.00

File No. 7 – It was the general consensus of the Commissioners to have Attorney Jandt work with Chairperson Burns to draft a letter to Adam Augedahl regarding his property along County Highway 10.

#### DISCUSSION ITEMS

Chairperson Burns told the board he had received a call from a property owner in Hokah who was interested in gifting some of his property to the County. It was the general consensus of the Board that they did not have a use for the property, and therefore were not interested in the property.

Commissioners reported on recent meetings they had attended including a Finance Committee meeting, Root River Watershed Meeting, WINLAC Meeting, Workforce Development Incorporated Meeting, and EMS meeting.

There being no further business at 11:41 a.m., a motion was made by Commissioner Myhre, seconded by Commissioner Severson, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on July 6, 2021.

#### BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Robert Burns, Chairperson

Attest: \_\_\_\_\_  
Donna Trehus, Auditor/Treasurer



**HOUSTON COUNTY  
AGENDA REQUEST FORM  
July 6, 2021**

**Date Submitted: 07.01.2021**

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

**ACTION REQUEST**

- **CLOSED SESSION**

**Labor Negotiations – Closed Session pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25.**

**APPOINTMENT REQUEST**

**HR CONSENT AGENDA REQUEST**

**Environmental Services**

- **Rehire Jamie Acker as a Dropsite Supervisor, 67 day casual/temporary employee at step 4 of the dropsite wage scale.**
- **Hire Amy Sylling as probationary Clerk Tech I, Step 1, effective July 7, 2021**

**Public Health and Human Services**

- **Accept the resignation of Jessica Reed, Social Work Lead, effective August 27, 2021, and thank Jessie for her 15 years of service to the residents of Houston County**

**Reviewed by:**

<input checked="" type="checkbox"/>	HR Director	<input type="checkbox"/>	Sheriff	_____
<input checked="" type="checkbox"/>	Finance Director	<input type="checkbox"/>	Engineer	_____
<input type="checkbox"/>	IS Director	<input checked="" type="checkbox"/>	PHHS	_____
<input type="checkbox"/>	County Attorney	<input type="checkbox"/>	(Indicate other dept)	_____
<input checked="" type="checkbox"/>	Environmental Svcs			

**Recommendation:**

**Decision:**

## Houston County Agenda Request Form

**Date Submitted:** June 30, 2021 **Board Date:** July 6, 2021

**Person requesting appointment with County Board:** Brian Pogodzinski

**Issue:**

Attached is the MI Energy Distribution Facilities Installation Agreement. This agreement sets forth the the terms and conditions stated for the installation of service to the new highway facility at no additional costs to the County.

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

Attached is the MI Energy Distribution facilities installation agreement.

**Justification:**

The installation of service is needed to heat the new highway shop facility.

**Action Requested:**

Approve the MI Energy Distribution Facilities Installation Agreement and authorize Brian Pogodzinski's signature.

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

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



Minnesota Energy Resources Corporation  
2685 145th Street West  
Rosemount, MN 55068  
[www.minnesotaenergyresources.com](http://www.minnesotaenergyresources.com)

6/9/2021

Houston County Highway Department  
1124 B East Washington St  
Caledonia MN 55921

Dear customer:

Thank you for your request for service at: 1124 B East Washington St, Caledonia, MN. Minnesota Energy Resources is pleased to have this opportunity to provide you with safe, reliable natural gas.

This letter confirms your acceptance of the terms and conditions of the natural gas rates and tariffs associated with your request for service. It also serves to provide you with information about your request:

- The enclosed Minnesota Energy Resources Distribution Facilities Installation Agreement needs to be reviewed, signed, and returned to the Minnesota Energy Resources office within 30 days of the contract date; after 30 days the contract is null and void. The installation of your service will be scheduled upon receipt of contract, payment (if required) and completion of all site requirements.
- The Contribution In Aid of Construction is included in the enclosed agreement. Please note that the cost includes up to 75 feet of service line. If your service line is greater than 75' from your property line, there will be an excess footage charge of \$4.32 per foot on your first natural gas bill.
- After Minnesota Energy Resources has completed the installation of your gas service, you as the customer are responsible for connecting customer owned gas piping to the meter installation.
- Although we exercise caution to locate and avoid your sewer lateral during construction, if you notice a problem with your sewer drain(s) during construction, or any time after our work is complete, contact us immediately. **Do not attempt to clear the sewer lateral, contact us immediately.** There are rare instances when the sewer lateral and natural gas lines could intersect, causing a potentially unsafe condition.
- If you are converting from another fuel to natural gas, we recommend that you do **NOT** remove current equipment until after your line is installed. The time to the installation date can be extended if weather causes construction delays or permits are required. Some permits can take a month or more to obtain.

The following items are needed to install your natural gas facilities in a timely manner. Please provide us with the date when these items will be completed.

- The service route must be cleared of brush, trees, debris, building materials, dirt piles, etc. and within 6 inches of final grade. Please discuss any anticipated grade changes with us before the service is installed to avoid being billed for relocation costs incurred with grade changes.
- Any required easements must be obtained and on file with our local office.

All of us at Minnesota Energy Resources look forward to serving your energy needs. For further information regarding your new service, visit our website site at [www.minnesotaenergyresources.com](http://www.minnesotaenergyresources.com). If you have any questions about the above items, please refer to **Work Request: 3271849** when calling us at 800-889-9508.



Minnesota Energy Resources Corporation

2685 145<sup>th</sup> Street West  
Rosemount, MN 55068

[www.minnesotaenergyresources.com](http://www.minnesotaenergyresources.com)

Dear Customer:

The purpose of this letter is to inform you that Minnesota Energy Resources will be physically marking the point where our natural gas pipeline physically connects to your natural gas equipment and/or facility.

Identifying this point will:

- Contribute to public safety and awareness of pipeline facilities
- Ensure timely and ongoing maintenance is performed on these facilities
- Identify the point of customer-owned piping and equipment

A sign or label will be attached to the point where our natural gas pipeline connects with your equipment and/or facility for future reference.

Minnesota Energy Resources employees or contractors may be on, or near, your property to complete the identification and marking of the intersecting point.

You can find information regarding pipeline safety on our website:

[www.minnesotaenergyresources.com](http://www.minnesotaenergyresources.com)

Should you have any questions, please call Tom Livingston @ 507-529-5129.

Sincerely,

Minnesota Energy Resources

## Maintaining Your Natural Gas Piping Is Essential For Safety

### Have Pipelines Inspected Regularly & Dig Safely To Prevent Potential Hazards

Minnesota Energy Resources cares about natural gas safety, and we know it's important to you as a consumer. The natural gas that's used in your home or business is transported by a network of underground pipelines. These pipelines are the safest and most reliable way to transport natural gas. As part of our commitment to maintaining a safe and reliable natural gas distribution system, we periodically perform surveys on gas pipes with special instruments designed to detect natural gas.

This includes gas pipes that Minnesota Energy Resources owns in the road right-of-way and on your property — up to and including the gas meter set. In addition to maintenance on our facilities, state regulations require us to inform you of extra considerations that should be given to underground gas piping that you own.

### Please Be Aware:

1. Minnesota Energy Resources does not maintain gas piping beyond the meter. This is customer-owned piping, which you are responsible for. This usually includes gas piping that extends from the gas meter to the house or to any other building, gas grill, pool heater, etc.
2. Proper maintenance of natural gas lines is necessary to avoid potential hazards.
3. Buried gas piping should be:
  - a. Periodically inspected for leaks. Signs of a gas leak include:
    - 1) Distinct natural gas odor.
    - 2) Dead vegetation directly above buried piping.
  - b. Periodically inspected for corrosion, if piping is metallic.

- c. Promptly repaired if any condition is discovered.

If you suspect there is a gas leak in your piping, please contact Minnesota Energy Resources at 800-889-4970 immediately. We will investigate gas leaks for free, 24 hours a day.

4. When considering an excavation near any buried gas piping, electric lines or other facilities, please remember that for safety, all facilities need to be located. Always call 811 before you dig.

### Please note:

- a. You are responsible for locating your buried gas piping beyond the meter. Minnesota Energy Resources will locate our own gas pipe up to the meter. For assistance in locating your underground facilities, call 811.
- b. Dig by hand when excavating near gas piping or other buried facilities.
5. For a fee, plumbers or heating contractors can assist in the inspection, repair or replacement of buried pipe. For safety, only approved installation practices and materials should be used.
6. All of your above-ground piping should also be protected from rust and corrosion. A suggested method for protection is wire brushing, priming and painting. When the piping passes through an outside wall, the current National Fuel Gas Code requires the pipe to be coated or wrapped to protect against corrosion.

### Para Traducciones

Le proporcionamos esta información como cliente. Si desea recibir una traducción, llame al 800-889-9508.



157-2052 2/13 309501 0060



Minnesota Energy Resources Corporation  
2685 145th Street West  
Rosemount, MN 55068  
www.minnesotaenergyresources.com

## Distribution Facilities Installation Agreement

District G95

Work request/revision 3271849

This contract is for the installation of natural gas facilities entered into on 6/9/2021 (contract date) between Houston County Highway Department (customer) and Minnesota Energy Resources (company). Installation will take place at the site address/location 1124 B East Washington St in the city of Caledonia, county of Houston, state of Minnesota.

Minnesota Energy Resources agrees to install facilities and provide service in accordance with all appropriate regulations and tariffs as filed with the Minnesota Public Utilities Commission (PUC). Minnesota Energy Resources furthermore agrees to render service to the customer at such point on the premises as has been mutually determined and agreed upon. The customer agrees to comply with all terms and conditions as stated on Page 2 of this contract, including the commencement date of minimum charges, and all appropriate Minnesota Energy Resources tariffs on file with the PUC.

Customer's contribution in aid of construction\* \$0

**\*This amount is owed by the customer after Minnesota Energy Resources' investment in this project. Any required payment must be sent with the signed agreement in order for this project to proceed.**

This agreement ☒ does ☐ does not include the cost of the service(s) all the way to the meter. When it does not, additional charges may be forthcoming for excess footage beyond 75 feet from the property line.

Allowances are determined by Minnesota Energy Resources' extension rule policies that have been approved by the PUC.

I have read, understand and agree to the terms and conditions of this contract

Customer signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Mailing address: \_\_\_\_\_

Minnesota Energy Resources signature: Cate H. [Signature] Date: 6/9/21

Return contract and contribution to: Minnesota Energy Resources  
Attn: Contract Coordinator  
2685 145<sup>th</sup> Street West  
Rosemount, MN 55068

Or email signed contract (no contribution only) to: [MERC-Contracts@minnesotaenergyresources.com](mailto:MERC-Contracts@minnesotaenergyresources.com)

**ADDITIONAL TERMS AND CONDITIONS**

1. This contract is not effective until signed by both the company and the customer. If the customer fails to return the contract to the company within 60 days of the company signature date or contract date, the contract offer is null and void.
2. The payment calculation of this contract is subject to change if the customer causes a construction delay, there is change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the customer prior to construction, and a new feasibility study will be conducted and a new contract executed. If during construction, the company encounters unanticipated abnormal conditions, such as rock or frost outside of the normal winter construction period of Dec. 1 to April 1, the customer shall be responsible for these additional costs.
3. As a condition of receiving service, the customer agrees to grant the company, at no cost, an easement for the necessary construction, operation and maintenance of any portion of the extension necessary to serve the customer.
4. The customer further understands that their structure must comply with the applicable state and federal conservation code and any other applicable codes and that any noncompliance in future inspections by the company may be grounds for disconnection of service.
5. If the service to the customer is part of a project designed to serve several customers from one extension, it is understood that this contract will be binding on the parties hereto only when and if the company secures sufficient contracts to warrant, in company's sole discretion, the construction of the project.
6. All the terms and conditions of this contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. If the customer leases, sells or otherwise disposes of the property herein described, they shall complete the payments according to this Contract unless they shall have secured an assumption of their remaining obligations under this contract, satisfactory to and approved by the company.
7. Whether stated or not, a special facilities charge will be applied during the winter construction period, as stated in the company's approved tariffs.
- 8. Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.**
9. The customer, irrespective of subsequent change of ownership, shall provide, at no expense to the company, soil graded within 6 inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the customer at no expense to the company prior to installation of facilities. The company shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the customer.
- 10. The customer agrees to provide the company, or its authorized contractor, the location, within 24 inches, of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, natural gas or fuel that are owned by the customer on the premises, and which may be encountered by the company or its authorized contractor during the proposed installation of the facilities. If the customer is unable to locate an underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 24 inches from the location identified by the customer, the Customer shall defend, indemnify and hold the company harmless as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitation, attorneys' fees arising out of or in connection with the customer's use of service.**
- 11. In no event shall the company be responsible for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law.**
12. If any provision of this contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the contract.
13. This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota.
14. The customer and the company hereby agree to abide by and be subject to the rules, regulations and schedules of the company as filed with and approved by the Minnesota Public Utility Commission from time to time, as well as the rules and regulations of the Minnesota Administrative Code.
15. In the event of a conflict between this contract and the Company's approved tariffs, the tariffs shall prevail.
16. Beginning the date the natural gas meter serving the customer is installed, or 180 days after the natural gas service line serving the customer is installed, whichever is earlier, the customer will be billed the applicable minimum charge. The determination of the rate schedule the customer is expected to take service under shall be in company's sole discretion.

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
July 6, 2021**

**Date Submitted: July 2, 2021**

**By: Carol Lapham**

Request approval of budget amendments as attached.

<b><u>Reviewed by:</u></b>	<input type="checkbox"/> HR Director	<input type="checkbox"/> County Sheriff	
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	
	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Other (indicate dept)	
	<input type="checkbox"/> Environmental Svcs		
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			



## PAYROLL ADJUSTMENTS - CONTRACT SETTLEMENTS

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2021 BUDGET	2021 AMENDMENT	2021 AMENDED BUDGET
01-031-000-0000-6105	WAGES & SALARIES	116,397.00	(68,165.00)	48,232.00
01-031-000-0000-6152	LIFE INSURANCE	18.00	(18.00)	0.00
01-031-000-0000-6161	PERA	8,730.00	(8,438.00)	292.00
01-031-000-0000-6171	SOCIAL SECURITY	7,217.00	(4,227.00)	2,990.00
01-031-000-0000-6178	MEDICARE	1,688.00	(989.00)	699.00
01-041-000-0000-6105	WAGES & SALARIES	208,419.00	6,247.00	214,666.00
01-041-000-0000-6108	TEMPORARY EMPLOYEES	0.00	5,729.00	5,729.00
01-041-000-0000-6161	PERA	15,631.00	469.00	16,100.00
01-041-000-0000-6171	SOCIAL SECURITY	12,922.00	743.00	13,665.00
01-041-000-0000-6178	MEDICARE	3,022.00	174.00	3,196.00
01-043-000-0000-6105	WAGES & SALARIES	72,133.00	4,160.00	76,293.00
01-043-000-0000-6161	PERA	5,410.00	312.00	5,722.00
01-043-000-0000-6171	SOCIAL SECURITY	4,472.00	258.00	4,730.00
01-043-000-0000-6178	MEDICARE	1,046.00	60.00	1,106.00
01-045-000-0000-6105	WAGES & SALARIES	137,282.00	3,589.00	140,871.00
01-045-000-0000-6161	PERA	10,195.00	270.00	10,465.00
01-045-000-0000-6171	SOCIAL SECURITY	8,511.00	223.00	8,734.00
01-045-000-0000-6178	MEDICARE	1,991.00	52.00	2,043.00
01-061-000-0000-6105	WAGES & SALARIES	149,885.00	4,160.00	154,045.00
01-061-000-0000-6161	PERA	11,241.00	312.00	11,553.00
01-061-000-0000-6171	SOCIAL SECURITY	9,293.00	258.00	9,551.00
01-061-000-0000-6178	MEDICARE	2,173.00	61.00	2,234.00
01-063-000-0000-6105	WAGES & SALARIES	221,209.00	6,248.00	227,457.00
01-063-000-0000-6161	PERA	16,591.00	468.00	17,059.00
01-063-000-0000-6171	SOCIAL SECURITY	13,715.00	387.00	14,102.00
01-063-000-0000-6178	MEDICARE	3,208.00	90.00	3,298.00
01-091-000-0000-6105	WAGES & SALARIES	387,687.00	5,408.00	393,095.00
01-091-000-0000-6161	PERA	20,328.00	405.00	20,733.00
01-091-000-0000-6171	SOCIAL SECURITY	24,037.00	335.00	24,372.00
01-091-000-0000-6178	MEDICARE	5,621.00	79.00	5,700.00
01-091-104-0000-6105	WAGES & SALARIES	40,402.00	1,664.00	42,066.00
01-091-104-0000-6161	PERA	3,030.00	125.00	3,155.00
01-091-104-0000-6171	SOCIAL SECURITY	2,505.00	103.00	2,608.00
01-091-104-0000-6178	MEDICARE	586.00	24.00	610.00
01-101-000-0000-6105	WAGES & SALARIES	151,290.00	6,453.00	157,743.00
01-101-000-0000-6161	PERA	11,365.00	485.00	11,850.00
01-101-000-0000-6171	SOCIAL SECURITY	9,395.00	401.00	9,796.00
01-101-000-0000-6178	MEDICARE	2,197.00	94.00	2,291.00
01-103-000-0000-6105	WAGES & SALARIES	115,182.00	3,494.00	118,676.00
01-103-000-0000-6161	PERA	8,639.00	262.00	8,901.00
01-103-000-0000-6171	SOCIAL SECURITY	7,360.00	216.00	7,576.00
01-103-000-0000-6178	MEDICARE	1,721.00	51.00	1,772.00
01-105-000-0000-6105	WAGES & SALARIES	290,717.00	34,992.00	325,709.00
01-105-000-0000-6152	LIFE INSURANCE	108.00	18.00	126.00
01-105-000-0000-6161	PERA	21,841.00	2,625.00	24,466.00
01-105-000-0000-6171	SOCIAL SECURITY	18,055.00	2,170.00	20,225.00
01-105-000-0000-6178	MEDICARE	4,223.00	507.00	4,730.00
01-107-000-0000-6105	WAGES & SALARIES	187,789.00	11,363.00	199,152.00
01-107-000-0000-6161	PERA	14,084.00	852.00	14,936.00
01-107-000-0000-6171	SOCIAL SECURITY	12,139.00	704.00	12,843.00
01-107-000-0000-6178	MEDICARE	2,839.00	165.00	3,004.00
01-111-000-0000-6105	WAGES & SALARIES	168,854.00	8,320.00	177,174.00
01-111-000-0000-6161	PERA	12,683.00	624.00	13,307.00
01-111-000-0000-6171	SOCIAL SECURITY	10,484.00	516.00	11,000.00
01-111-000-0000-6178	MEDICARE	2,452.00	121.00	2,573.00
01-121-000-0000-6105	WAGES & SALARIES	87,150.00	5,455.00	92,605.00
01-121-000-0000-6161	PERA	6,536.00	409.00	6,945.00
01-121-000-0000-6171	SOCIAL SECURITY	5,775.00	339.00	6,114.00

01-121-000-0000-6178	MEDICARE	1,351.00	79.00	1,430.00
01-201-000-0000-6105	WAGES & SALARIES	1,139,407.00	29,383.00	1,168,790.00
01-201-000-0000-6151	HEALTH INSURANCE	268,091.00	437.00	268,528.00
01-201-000-0000-6152	LIFE INSURANCE	266.00	1.00	267.00
01-201-000-0000-6153	HSA/VEBA CONTRIBUTION	46,830.00	88.00	46,918.00
01-201-000-0000-6161	PERA	199,123.00	4,596.00	203,719.00
01-201-000-0000-6171	SOCIAL SECURITY	6,719.00	364.00	7,083.00
01-201-000-0000-6178	MEDICARE	17,426.00	426.00	17,852.00
01-201-101-0000-6105	WAGES & SALARIES	13,222.00	(2,498.00)	10,724.00
01-201-101-0000-6151	HEALTH INSURANCE	2,094.00	(436.00)	1,658.00
01-201-101-0000-6152	LIFE INSURANCE	4.00	329.00	333.00
01-201-101-0000-6153	HSA/VEBA CONTRIBUTION	420.00	(417.00)	3.00
01-201-101-0000-6161	PERA	967.00	(182.00)	785.00
01-201-101-0000-6171	SOCIAL SECURITY	820.00	(155.00)	665.00
01-201-101-0000-6178	MEDICARE	192.00	(36.00)	156.00
01-251-000-0000-6105	WAGES & SALARIES	1,068,432.00	21,882.00	1,090,314.00
01-251-000-0000-6161	PERA	95,019.00	1,915.00	96,934.00
01-251-000-0000-6171	SOCIAL SECURITY	69,645.00	1,357.00	71,002.00
01-251-000-0000-6178	MEDICARE	16,288.00	317.00	16,605.00
01-252-000-0000-6105	WAGES & SALARIES	60,285.00	2,881.00	63,166.00
01-252-000-0000-6161	PERA	4,521.00	216.00	4,737.00
01-252-000-0000-6171	SOCIAL SECURITY	3,738.00	178.00	3,916.00
01-252-000-0000-6178	MEDICARE	874.00	42.00	916.00
01-281-000-0000-6105	WAGES & SALARIES	30,225.00	1,040.00	31,265.00
01-281-000-0000-6161	PERA	2,267.00	78.00	2,345.00
01-281-000-0000-6171	SOCIAL SECURITY	1,874.00	64.00	1,938.00
01-281-000-0000-6178	MEDICARE	438.00	15.00	453.00
01-391-000-0000-6105	WAGES & SALARIES	143,844.00	(4,272.00)	139,572.00
01-391-000-0000-6151	HEALTH INSURANCE	37,458.00	5,803.00	43,261.00
01-391-000-0000-6153	HSA/VEBA CONTRIBUTION	6,738.00	875.00	7,613.00
01-391-000-0000-6161	PERA	13,451.00	242.00	13,693.00
01-391-000-0000-6171	SOCIAL SECURITY	13,320.00	(265.00)	13,055.00
01-391-000-0000-6178	MEDICARE	3,115.00	(62.00)	3,053.00
01-392-000-0000-6105	WAGES & SALARIES	94,644.00	(4,887.00)	89,757.00
01-392-000-0000-6151	HEALTH INSURANCE	20,664.00	5,803.00	26,467.00
01-392-000-0000-6153	HSA/VEBA CONTRIBUTION	3,763.00	875.00	4,638.00
01-392-000-0000-6161	PERA	7,173.00	(366.00)	6,807.00
01-392-000-0000-6171	SOCIAL SECURITY	5,930.00	(303.00)	5,627.00
01-392-000-0000-6178	MEDICARE	1,387.00	(71.00)	1,316.00
01-603-000-0000-6105	WAGES & SALARIES	26,177.00	1,560.00	27,737.00
01-603-000-0000-6161	PERA	1,963.00	117.00	2,080.00
01-603-000-0000-6171	SOCIAL SECURITY	1,871.00	97.00	1,968.00
01-603-000-0000-6178	MEDICARE	438.00	22.00	460.00
10-301-000-0000-6105	WAGES & SALARIES	204,385.00	5,928.00	210,313.00
10-301-000-0000-6161	PERA	15,351.00	445.00	15,796.00
10-301-000-0000-6171	SOCIAL SECURITY	12,768.00	368.00	13,136.00
10-301-000-0000-6178	MEDICARE	2,986.00	86.00	3,072.00
10-303-000-0000-6105	WAGES & SALARIES	377,673.00	1,768.00	379,441.00
10-303-000-0000-6161	PERA	29,287.00	132.00	29,419.00
10-303-000-0000-6171	SOCIAL SECURITY	25,333.00	109.00	25,442.00
10-303-000-0000-6178	MEDICARE	5,925.00	25.00	5,950.00
		6,785,655.00	117,205.00	6,902,860.00
				117,205.00

\*\* The County Attorney and Environmental Services payroll budgets will require additional adjustment based on finalized staffing/contract levels.

\*\* The PH&HS payroll budgets will be adjusted based on program allocations that are being prepared. The increase is approximately \$95,000.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2021 BUDGET	2021 AMENDMENT	2021 AMENDED BUDGET
01-006-000-0000-6264	OTHER PROF & TECH FEES	20,000.00	20,093.00	40,093.00 To adjust Commissioners budget CEDA contract
01-031-000-0000-6202	TELEPHONE	720.00	-673.00	47.00 To adjust Administration budget to actual spent
01-031-000-0000-6204	POSTAGE	30.00	-27.00	3.00 To adjust Administration budget to actual spent
01-031-000-0000-6242	MEMBERSHIP & DUES	800.00	-800.00	0.00 To adjust Administration budget to actual spent
01-031-000-0000-6243	REGISTRATION & TRAINING FEES	1,000.00	-950.00	50.00 To adjust Administration budget to actual spent
01-031-000-0000-6331	MILEAGE	750.00	-750.00	0.00 To adjust Administration budget to actual spent
01-031-000-0000-6332	LODGING & OTHER TRAVEL EXPENSES	1,000.00	-1,000.00	0.00 To adjust Administration budget to actual spent
01-031-000-0000-6333	MEALS	250.00	-250.00	0.00 To adjust Administration budget to actual spent
01-031-000-0000-6401	OFFICE SUPPLIES	500.00	-500.00	0.00 To adjust Administration budget to actual spent
01-031-000-0000-6610	FURNITURE & EQUIPMENT	500.00	-500.00	0.00 To adjust Administration budget to actual spent
01-201-000-0000-6615	VEHICLES - PURCHASED	83,700.00	-83,700.00	0.00 To apply budget to the correct account for vehicle leases
01-201-000-0000-6616	VEHICLES-LEASED	0.00	83,700.00	83,700.00 To apply budget to the correct account for vehicle leases
		109,250.00	14,643.00	123,893.00
				14,643.00

**From:** Lukes, Heather A (DOT) <[heather.lukes@state.mn.us](mailto:heather.lukes@state.mn.us)>  
**Sent:** Wednesday, June 23, 2021 4:17 PM  
**To:** Brian Pogodzinski <[Brian.Pogodzinski@co.houston.mn.us](mailto:Brian.Pogodzinski@co.houston.mn.us)>; [jeff.babinski@co.houton.mn.us](mailto:jeff.babinski@co.houton.mn.us)  
**Cc:** Wayne, Kurt (DOT) <[kurt.wayne@state.mn.us](mailto:kurt.wayne@state.mn.us)>; Schnell, Tracy (DOT) <[tracy.schnell@state.mn.us](mailto:tracy.schnell@state.mn.us)>  
**Subject:** MnDOT District 6 2021 County Outreach

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Hello.

At MnDOT District 6, we have been working on developing our 10-year capital highway investment plan (CHIP) for 2022-2031 in southeast Minnesota. MnDOT is continuing what we have done in previous years, where we are receiving new funding targets and adjusting the order of upcoming pavement and bridge projects based on various system needs and feedback from our partners and the public. The draft 10-year plan is our best guess at prioritizing highway projects for the next decade, and it also serves as a communication tool to our local partners and the public.

Today, we are reaching out for an opportunity to present on the updated 2022-2031 plan and what format you'd like the presentation. We'd appreciate hearing back from you **by July 9<sup>th</sup>** on the following questions:

- Would you like us to present to your county this year?
- If yes, would you prefer MnDOT present virtually or in-person?
- What time of the year would work best for your board?
  - Summer (as done prior to 2020)
  - Late Summer/Fall (as done in 2020)
- What information would you be interested in hearing about in addition to the 10-year plan?
- Do you value the draft plan information we present? Is the question and answer portion more valuable to you? Are they both valuable?

The more we hear from you, the more we can tailor our outreach to you based on what you need this year. MnDOT would like to do everything possible to keep communication open with our local partners, and with your input, we can continue our collaboration over our 10-year highway plan.

Thank-you in advance for your time! Don't hesitate to contact me via phone (507-273-7052) or e-mail.

Regards,

Heather A. Lukes

**MnDOT District 6 – Planning Director**

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