

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: October 26, 2021

9:01 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson (attended remotely), 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 Pogleasa, Board Clerk/EDA Director Allison Wagner, Engineer Brian Pogodzinski, and Interim Recorder Mary Betz

Presiding: Chairperson Burns

Call to order.

Pledge of Allegiance.

Prior to approving the agenda Commissioner Johnson asked that Action Item No. 11: Consider determining finalist and discuss next steps regarding Environmental Services Director be removed from the agenda, because the Personnel Committee had not yet met on the matter. Commissioner Johnson said the Commissioners had agreed at the October 5th 2021 Commissioner meeting that the results would go back to the Personnel Committee for review prior to being on the agenda. Commissioners discussed the matter and watched the video recording from the October 5th meeting where Human Resources Director Kruger had stated “the results of the interview I will bring to the Personnel Committee and then we will bring it to the full board”. Human Resources Director Kruger said she had misspoken at the October 5th meeting. Commissioner Burns said the matter could be deferred until the next meeting so the Personnel Committee could be given the results although it would not change the outcome. Motion was made by Commissioner Johnson, seconded by Commissioner Myhre, motion carried 4-1 with Commissioner Severson voting no to approve the agenda with the omission of Action Item No. 11.

Motion was made by Commissioner Johnson, seconded by Commissioner Myhre, motion unanimously carried to approve the board meeting minutes from October 12, 2021.

Motion was made by Commissioner Myhre, seconded by Commissioner Johnson, motion unanimously carried to approve the workgroup session minutes from October 19, 2021.

Public Comment: No public comments were made.

APPOINTMENTS

Bob Scanlan on behalf of the Crooked Creek Watershed District had an appointment with the board to discuss acquisition of land in Caledonia Township in the Frank Addition by the Crooked Creek Watershed Board. Scanlan explained that the Watershed Board was interested in a proposal to acquire a storm water pond in the Frank Addition, and because the Houston County Commissioner Board appoints the Watershed District Board members they wanted the County to be aware of the proposal. The Watershed would want to obtain an easement from neighboring properties in order to maintain the structure and lot. If they acquired the land they would be obligated to maintain it. Scanlan told the Commissioners he had discussed the proposal with County Attorney Jandt, and Attorney Jandt had not seen any issues with it. Commissioners discussed the idea. Commissioner Myhre raised concerns that there was currently not a fence around the property. Commissioners discussed a fence and it was the general consensus of the Commissioners that it would be up to the Crooked Creek Watershed District to determine if a fence should be put up. It was the general consensus of the board that they supported the Crooked Creek Watershed District board moving forward with steps to acquire the land in the Frank Addition.

CONSENT AGENDA

Before approving the consent agenda Commissioner Walter asked about Consent Agenda Item No. 3. County Engineer Pogodizinski explained that initially the vehicle was going to be kept at a County site, however it was decided the process of inspecting roads would be more efficient in the winter months if the employee could travel directly to sites for inspections, etc. Commissioner Severson said timeliness was important. Finance Director Lapham said the employee would be taxed. Motion by Commissioner Johnson, seconded by Commissioner Severson, motion unanimously carried to approve the consent agenda. Items approved are listed below.

- 1) Change the employment status of Lee Langager, Tech Clerk I, from probationary to regular, effective November 5, 2021.
- 2) Hire Ryly Patterson as a probationary Highway Maintenance Specialist, B-23, Step 2, effective 11/15/2021 conditioned upon successful background check and having a Class A CDL in hand prior to start date.
- 3) Authorize Chris Hartley to bring County Engineer assigned pickup home from payroll period November 7th 2021 - March 26th 2022 for the purpose of after hours road inspections due to inclement weather.
- 4) Approve grant agreement and Resolution No. 21-52 County Veterans Service Office Operational Enhancement Grant Program. Resolution is below.

RESOLUTION No. 21-52

HOUSTON COUNTY

BE IT RESOLVED by Houston that the County enter into a Grant Agreement (see attached template) with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: County Veterans Service Office Operational Enhancement Grant Program. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in as specified in Minnesota Statutes 197.608 and Minnesota Laws 2021, 1st Special Session, Chapter 12, Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by Houston that Robert J Thoen, the County Veterans Service Officer, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

ACTION ITEMS

File No. 1 – Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve Resolution 21-50 Final Acceptance of Contract Culvert Lining (Airport) – Subsurface, Inc is complete total cost of \$51,401.00. Resolution is below.

RESOLUTION NO. 21-50

FINAL ACCEPTANCE FOR CONTRACT CULVERT LINING (AIRPORT) SUBSURFACE INC

October 26, 2021

WHEREAS, Contract Culvert Lining (Airport) 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 County of Houston and authorize final payment as specified herein.

File No. 2 – Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve quote from Kay Tank Corp for a Highway Fuel System in the amount of \$47,692.50.

File No. 3 – Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve a revised proposal quote for correct seating castors for the chairs in the new Highway Facility. The updated quote would result in a price increase of \$77.28.

File No. 4 – Commissioners discussed a possible letter of support for the City of La Crescent’s Safe Routes to school project. Commissioner Severson and Commissioner Walter said they had reviewed the surveys and had received some negative feedback regarding the proposed project. After discussion it was the general consensus of the board to wait and not send a letter of support for the project at the current time. The matter could be revisited in the future if a new project was proposed.

File No. 5 – Commissioners discussed a quote from Severson Oil for oil dispensing. After some discussion it was the general consensus of the board to table the action item until more options could be looked into.

File No. 6 – Commissioner Walter moved, Commissioner Myhre seconded, motion unanimously carried to approve an agreement with Mound Prairie Township to plow Evans Hill Road and Tschumper Road for the winter. Also included in the motion was a request for Engineer Pogodzinski to follow up with Hokah Township regarding a small section of their road that could be included in the County route. Pogodzinski told the board he would work on contracts with every township wanting the County to plow roads in the winter.

File No. 7 – Commissioner Myhre moved, Commissioner Walter seconded, motion unanimously carried to approve Resolution 21-51 Final Acceptance of Contract #316 – Scott Construction Inc. completes CP 2021-06 Seal Coating for a total cost of \$317,895.66.

RESOLUTION NO. 21-51

FINAL ACCEPTANCE FOR CP 2021-06 SEALCOATING CONTRACT # 316 – SCOTT CONSTRUCTION INC.

October 26, 2021

WHEREAS, Contract No. 316 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 County of Houston and authorize final payment as specified herein.

File No. 8 – Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve Change Order Requests 25, 26, 27, 28, and 30. Change orders were for redirecting water piping and electrical connections to serve the pressure in its new location and extend a 2” supply to the wash bay for a fire hose connection, a credit for unused signage, providing and installing narrow lites in five doors and adding weather strip to two

doors, adding a ton split AC unit in the soil lab, and part of the cost of raising the wash bay lights. Commissioner Severson asked who “dropped the ball” on the change orders. Engineer Pogodzinski said things went quickly at the beginning of the project, and there were some oversights.

File No. 9 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to approve a request from the Red Baron Flyers to install a concrete floor within Hanger #3 at their expense.

File No. 10 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to transfer funds from the Highway fund to the Capital Projects fund in the amount of \$2,200,000. Commissioners asked how much had been spent on the Highway Facility project thus far. Finance Director Lapham said \$3,988,193 had been spent as of the end of September. Commissioner Johnson said he wanted to note that all involved with the project had done a good job of staying within budget thus far. The Commissioners agreed.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended including a Department Head Meeting. Commissioner Walter mentioned that one item that had come up during a Department Head meeting was the need for a County policy addressing County employees while working from home. Human Resources Director Kruger said she was currently working on a policy.

Commissioner Burns said he had been researching firms who do comprehensive land use plans. Commissioner Burns asked Engineer Pogodzinski if lights could be added for pedestrians who were crossing highway 44/76 near Kwik Trip. Engineer Pogodzinski said he believed this addition was a current recommendation from the State. He said he would look into the matter.

Commissioner Johnson asked if an amount had been decided upon as an increase for SELCO (Southeastern Libraries Cooperating). Commissioner Burns said there would be a \$20,000 increase to SELCO that would come from township residents and residents in Eitzen and Brownsville.

Commissioner Myhre said he had attended a Crooked Creek Township meeting. The township had some questions regarding making the building where they meet handicap accessible. Myhre asked Board Clerk/EDA Director Wagner to follow up with the township.

Public Comment: No public comments were made.

There being no further business at 11:40 a.m., a motion was made by Commissioner Myhre, seconded by Commissioner Johnson, motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on October 27, 2021.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
November 2, 2021**

Date Submitted: 10.28.2021

By: Tess Kruger, HRD/Facilities Mgr.

ACTION REQUEST

APPOINTMENT REQUEST

Closed Session

Labor Negotiations – 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](#)

HR CONSENT AGENDA REQUEST

Sheriff's Office

- **Assign Amy Gehrke as Programmer Coordinator/Lead Jailer Dispatcher, B-32, effective 11/03/2021**
- **Approve 23 hours of overtime pay at the straight time rate for Chief Deputy Sheriff Swedberg for the emergency management duties he performed in response to the Board declared emergency dated 08/24/2021.**

**Note, the Article 17, Section 3 MAPE Agreement provides that exempt employees may receive overtime pay, upon the Board of Commissioners' declaration of a natural disaster or other emergency and a separate declaration specifically authorizing overtime payments.*

- **Reassign William Hargrove from Patrol Sgt. C42 to Sheriff's Deputy C42 effective 11/07/2021**

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

Houston County Agenda Request Form

Date Submitted: October 22, 2021 Board Date: November 2, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Attached is the airport's Maintenance and Operation (M & O) grant contract for state fiscal year 2022 (time frame of July 1, 2021 through June 30, 2022) and state fiscal year 2023 (time frame of July 1, 2022 through June 30, 2023). This grant provides for 75% reimbursement of the eligible items up to the amount of the grant.

Attachments/Documentation for the Board's Review:

Copy of the Grant Agreement and resolution.

Justification:

Action Requested:

Please sign one copies of the grant agreement.

For County Use Only			
Reviewed by:	<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)	
<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 determine if the request will be heard at a County Board meeting.

RESOLUTION NO. 21-53

**AUTHORIZATOIN TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

BE IT RESOLVED by the County of Houston as follows:

1. That the State of Minnesota Agreement No. 1047468,
“Airport Maintenance and Operations Grant Contract,” at the Houston County Airport
is accepted.
2. That the County Board Chairperson and County Auditor/Treasurer are authorized to
execute the Contract and any amendments on behalf of the County of Houston.

*******CERTIFICATION*******

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, do herby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at an authorized meeting held November 2, 2021 as shown by the minutes in my possession.

WITNESS my hand and seal of my office the 2nd of November 2022.

(SEAL)

Donna Trehus, County Auditor-Treasurer

**STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

State Project Number (S.P.): A2801-MO22

State Project Number (S.P.): A2801-MO23

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

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2022 and State Fiscal Year 2023.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS**1. Term of Contract and Survival of Terms**

- 1.1. **Effective Date:** This contract will be effective on July 1, 2021, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2023.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient’s Duties

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:

- 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
- 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
- 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$28,480.00 in each State fiscal year to reimburse other eligible costs at 75%.
- 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$56,960.00 (State fiscal years 2022 and 2023).

5.2. Payment.

- 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:

- On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
- On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
- On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
- On or after July 1, **and no later than August 15**, for the period April 1 through June 30.

The State may reject costs that the State determines are not eligible maintenance and operations expenses.

- 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

6. Conditions of Payment

- 6.1. All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator
Address: Office of Aeronautics,
395 John Ireland Boulevard, Mail Stop 410
Saint Paul, Minnesota 55155
E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Brian Pogodzinski, Houston County Engineer
Address: 1124 East Washington Street, Caledonia, MN 55921
Telephone: (507) 725-3925
E-Mail: brian.pogodzinski@co.houston.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

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

13. Governing Law, Jurisdiction and Venue

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

14. Data Disclosure

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

15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. Discrimination Prohibited by Minnesota Statutes §181.59

- 16.1. Recipient will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the 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; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, 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 or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract 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 contract.

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**MnDOT OFFICE OF FINANCIAL MANAGEMENT –
GRANT UNIT**

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

Houston County Agenda Request Form

Date Submitted: October 25, 2021

Board Date: November 2, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Project # SAP 028-030-007 with Dunn Blacktop who provided for paving of SAP 028-608-015, SAP 028-611-007, and SAP 028-633-003, on CSAH's 8, 11 and 33 in Houston County is complete and ready for final payment.

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 21-54 Final Acceptance of Contract #313 – Dunn Blacktop completes SAP 028-030-007 paving, including

SAP 028-608-015, SAP 028-611-007, and SAP 028-633-003 for a total cost of \$2,198,539.15.

WHEREAS, Contract No. 313 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			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (Indicate dept)	_____
<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 determine if the request will be heard at a County Board meeting.

RESOLUTION NO. 21-54

Resolution 21-54 Final Acceptance of Contract #313 Dunn Blacktop completes SAP 028-030-007 paving, including SAP 028-608-015, SAP 028-611-007, and SAP 208-633-003 for a total cost of \$2,198,539.15

WHEREAS, Contract No. 313 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.

*******CERTIFICATION*******

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at an authorized meeting held November 2, 2021 as shown by the minutes in my possession.

WITNESS my hand and seal of my office the 2nd of November 2022.

(SEAL)

Donna Trehus, County Auditor-Treasurer

Houston County Highway Department

1124 E Washington St, Caledonia, MN 55921

SAP 028-030-007 Paving SAP 028-608-015, SAP 028-611-007 and SAP 028-633-003

Final Payment No. 3

Contractor: Dunn Blacktop
24206 Hwy 43
Winona, MN 55987

Contract No. 313
Vendor Number: 1315
Up To Date: 9/9/2021
Warrant # _____ **Date** _____

Contract Amount

Original Contract	\$2,212,728.10
Contract Changes	\$0.00
Revised Contract	\$2,212,728.10

Funds Encumbered

Original	\$2,212,728.10
Additional	N/A
Total	\$2,212,728.10

Work Certified To Date

Base Bid Items	\$2,198,539.15
Contract Changes	\$
Material On Hand	\$0.00
Total	\$2,198,539.15

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$2,198,539.15	\$0.00	\$2,088,612.19	\$109,926.96	\$2,198,539.15
Percent: Retained: 0%			Percent Complete: 99.36%		
Amount Paid This Partial Payment				\$109,926.96	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

Approved By Dunn Blacktop

County Engineer

Date 10/25/2021

Contractor

Date 10/21/21

Certificate of Final Contract Acceptance
Final Voucher Number: number

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 as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 10/25/2021 Signature [Signature] County/City/Project Engineer

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 \$2,198,539.15 and agrees to the amount of \$109,926.96 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Dunn Blacktop Co By [Signature]
Division of Maitry

And _____ And _____ State of ,

On This 21st Day Oct, 2021, Before me appeared _____ 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)

Chad Kelley And _____, to me personally known, who, being each by me duly sworn

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

Dunn Blacktop Co.
Division of Maitry

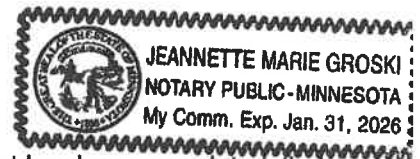
Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

Board of Directors and said VP and _____

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

Notarial My Commission as Notary Public in Fillmore County

Seal Expires 1/31/2026 Signature [Signature]



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 with the Final Voucher.

Dated _____ Signature _____ District Engineer

**Houston County Highway Department
Certificate of Final Acceptance
Board Acknowledgment**

Contract Number: 313
Contractor: Dunn Blacktop
Date Certified: 9/9/2021
Payment Number: 3

Whereas; Contract No.313 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 Houston County Highway Department a and authorize final payment as specified herein.

State of Minnesota

I, Donna Trehus, Houston County Auditor-Treasurer, 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 Caledonia, Minnesota

Signed By _____

(SEAL)

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
SAP 028-030-007 Paving SAP 028-608-015, SAP 028-611-007 and SAP 028-633-003
Final Payment No. 3

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	7/14/2021	\$1,863,319.18	\$93,165.96	\$1,770,153.22
2	8/19/2021	\$335,219.97	\$16,761.00	\$318,458.97
3	9/9/2021	\$0.00	(\$109,926.96)	\$109,926.96

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
SAP 028-608-015		\$554,358.04	\$0.00	\$526,640.14	\$27,717.90	\$554,358.04
SAP 028-611-007		\$849,188.83	\$0.00	\$806,729.38	\$42,459.45	\$849,188.83
SAP 028-633-003		\$794,992.28	\$0.00	\$755,242.67	\$39,749.61	\$794,992.28

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
319	Regular (CSAH)	\$27,717.90	\$565,488.31	\$565,488.31	\$554,358.04
325	Regular (CSAH)	\$39,749.61	\$819,444.73	\$819,444.73	\$794,992.28
354	Regular (CSAH)	\$42,459.45	\$827,795.06	\$827,795.06	\$849,188.83

Contract Item Status								
Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2104.502 SALVAGE TANGENT TERMINAL (EACH)	\$450.00	1.00	0.00	\$0.00	2	\$900.00
Base Bid	2	2104.507 REMOVE AGGREGATE (C Y)	\$34.00	158.00	0.00	\$0.00	238	\$8,092.00
Base Bid	3	2105.507 SUBGRADE EXCAVATION (C Y)	\$35.00	150.00	0.00	\$0.00	7.3	\$255.50
Base Bid	4	2112.519 SUBGRADE PREPARATION (RDST)	\$210.00	39.00	0.00	\$0.00	39	\$8,190.00
Base Bid	5	2112.619 SHOULDER PREPARATION (RDST)	\$41.00	58.00	0.00	\$0.00	58	\$2,378.00
Base Bid	6	2211.509 AGGREGATE BASE CLASS 5 (TON)	\$24.50	300.00	0.00	\$0.00	226.37	\$5,546.07
Base Bid	7	2215.504 FULL DEPTH RECLAMATION (P) (S Y)	\$1.85	15,771.00	0.00	\$0.00	15,771	\$29,176.35
Base Bid	8	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	\$22.40	1,243.00	0.00	\$0.00	1,164.81	\$26,091.74
Base Bid	9	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3;C) (TON)	\$69.50	6,221.00	0.00	\$0.00	6,215.82	\$431,999.49
Base Bid	10	2360.609 BITUMINOUS PAVEMENT DENSITY INCENTIVE (TON)	\$2.10	5,753.00	0.00	\$0.00	2,852.381	\$5,990.00
Base Bid	11	2399.623 PAVEMENT SMOOTHNESS INCENTIVE (RD SEG)	\$270.00	22.00	0.00	\$0.00	14.475	\$3,908.25
Base Bid	12	2540.602 MAIL BOX SUPPORT (EACH)	\$150.00	7.00	0.00	\$0.00	7	\$1,050.00

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
SAP 028-030-007 Paving SAP 028-608-015, SAP 028-611-007 and SAP 028-633-003
Final Payment No. 3

Contract Item Status

Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	13	2554.503 TRAFFIC BARRIER DESIGN B8338 (L F)	\$22.00	950.00	0.00	\$0.00	1,050	\$23,100.00
Base Bid	14	2554.602 INSTALL TANGENT TERMINAL (EACH)	\$550.00	1.00	0.00	\$0.00	2	\$1,100.00
Base Bid	15	2563.601 TRAFFIC CONTROL (LS)	\$16,250.00	0.25	0.00	\$0.00	0.25	\$4,062.50
Base Bid	16	2582.503 6" SOLID LINE PAINT (L F)	\$0.10	15,282.00	0.00	\$0.00	15,106	\$1,480.39
Base Bid	17	2582.503 4" SOLID LINE PAINT (L F)	\$0.07	456.00	0.00	\$0.00	603	\$42.21
Base Bid	18	2582.503 4" DOUBLE SOLID LINE PAINT (L IN FT)	\$0.14	7,185.00	0.00	\$0.00	7,111	\$995.54
Base Bid	19	2104.503 SAWING BIT PAVEMENT (FULL DEPTH) (L F)	\$2.25	43.00	0.00	\$0.00	93	\$209.25
Base Bid	20	2105.507 SUBGRADE EXCAVATION (C Y)	\$35.00	200.00	0.00	\$0.00	96.5	\$3,377.50
Base Bid	21	2112.519 SUBGRADE PREPARATION (RDST)	\$210.00	7.00	0.00	\$0.00	7	\$1,470.00
Base Bid	22	2112.619 SHOULDER PREPARATION (RDST)	\$41.00	136.00	0.00	\$0.00	136	\$5,576.00
Base Bid	23	2211.509 AGGREGATE BASE CLASS 5 (TON)	\$24.50	400.00	0.00	\$0.00	102.07	\$2,500.72
Base Bid	24	2215.504 FULL DEPTH RECLAMATION (P) (S Y)	\$1.85	36,091.00	0.00	\$0.00	36,091	\$66,768.35
Base Bid	25	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	\$22.40	1,963.00	0.00	\$0.00	2,229.71	\$49,945.50
Base Bid	26	2232.602 MILLED RUMBLE STRIPS (EACH)	\$1,161.50	5.00	0.00	\$0.00	5	\$5,807.50
Base Bid	27	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3;C) (TON)	\$69.50	9,250.00	0.00	\$0.00	9,750.78	\$677,679.21
Base Bid	28	2360.609 BITUMINOUS PAVEMENT DENSITY INCENTIVE (TON)	\$2.10	8,857.00	0.00	\$0.00	6,635.9857	\$13,935.57
Base Bid	29	2399.623 PAVEMENT SMOOTHNESS INCENTIVE (RD SEG)	\$270.00	51.00	0.00	\$0.00	36.558	\$9,870.66
Base Bid	30	2540.602 MAIL BOX SUPPORT (EACH)	\$150.00	9.00	0.00	\$0.00	8	\$1,200.00
Base Bid	31	2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	\$92.98	2.00	0.00	\$0.00	3	\$278.94
Base Bid	32	2563.601 TRAFFIC CONTROL (LS)	\$16,250.00	0.38	0.00	\$0.00	0.38	\$6,175.00
Base Bid	33	2582.503 6" SOLID LINE PAINT (L F)	\$0.10	28,488.00	0.00	\$0.00	28,251	\$2,768.60
Base Bid	34	2582.503 4" SOLID LINE PAINT (L F)	\$0.07	5,041.00	0.00	\$0.00	4,963	\$347.41
Base Bid	35	2582.503 4" BROKEN LINE PAINT (L F)	\$0.07	133.00	0.00	\$0.00	1,110	\$77.70

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
SAP 028-030-007 Paving SAP 028-608-015, SAP 028-611-007 and SAP 028-633-003
Final Payment No. 3

Contract Item Status

Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	36	2582.503 4" DOUBLE SOLID LINE PAINT (LIN FT)	\$0.14	8,540.00	0.00	\$0.00	8,578	\$1,200.92
Base Bid	37	2104.503 SAWING BIT PAVEMENT (FULL DEPTH) (L F)	\$2.25	110.00	0.00	\$0.00	108	\$243.00
Base Bid	38	2105.507 SUBGRADE EXCAVATION (C Y)	\$35.00	200.00	0.00	\$0.00	0	\$0.00
Base Bid	39	2112.619 SHOULDER PREPARATION (RDST)	\$41.00	142.00	0.00	\$0.00	142	\$5,822.00
Base Bid	40	2211.509 AGGREGATE BASE CLASS 5 (TON)	\$24.50	400.00	0.00	\$0.00	0	\$0.00
Base Bid	41	2215.504 FULL DEPTH RECLAMATION (P) (S Y)	\$1.85	38,438.00	0.00	\$0.00	38,438	\$71,110.30
Base Bid	42	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	\$22.40	1,970.00	0.00	\$0.00	1,871.6	\$41,923.84
Base Bid	43	2232.602 MILLED RUMBLE STRIPS (EACH)	\$1,161.50	5.00	0.00	\$0.00	5	\$5,807.50
Base Bid	44	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3;C) (TON)	\$69.50	9,094.00	0.00	\$0.00	9,217.98	\$640,649.61
Base Bid	45	2360.609 BITUMINOUS PAVEMENT DENSITY INCENTIVE (TON)	\$2.10	8,720.00	0.00	\$0.00	3,027.0952	\$6,356.90
Base Bid	46	2399.623 PAVEMENT SMOOTHNESS INCENTIVE (RD SEG)	\$270.00	53.00	0.00	\$0.00	45.108	\$12,179.16
Base Bid	47	2540.602 MAIL BOX SUPPORT (EACH)	\$150.00	3.00	0.00	\$0.00	3	\$450.00
Base Bid	48	2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	\$92.98	2.00	0.00	\$0.00	2	\$185.96
Base Bid	49	2563.601 TRAFFIC CONTROL (LS)	\$16,250.00	0.37	0.00	\$0.00	0.37	\$6,012.50
Base Bid	50	2582.503 6" SOLID LINE PAINT (L F)	\$0.10	28,060.00	0.00	\$0.00	27,592	\$2,704.02
Base Bid	51	2582.503 4" SOLID LINE PAINT (L F)	\$0.07	5,654.00	0.00	\$0.00	5,571	\$389.97
Base Bid	52	2582.503 4" BROKEN LINE PAINT (L F)	\$0.07	153.00	0.00	\$0.00	1,260	\$88.20
Base Bid	53	2582.503 4" DOUBLE SOLID LINE PAINT (LIN FT)	\$0.14	7,640.00	0.00	\$0.00	7,638	\$1,069.32
Base Bid Totals:						\$0.00		\$2,198,539.15

Project Category Totals

Project	Category	Amount This Request	Amount To Date
SAP 028-030-007	SAP 028-633-003	\$0.00	\$794,992.28
SAP 028-030-007	SAP 028-611-007	\$0.00	\$849,188.83
SAP 028-030-007	SAP 028-608-015	\$0.00	\$554,358.04

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
SAP 028-030-007 Paving SAP 028-608-015, SAP 028-611-007 and SAP 028-633-003
Final Payment No. 3

Contract Change Item Status

Project	CC	CC#	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:								\$		\$

Contract Total	\$2,198,539.15
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Contract Change Totals

Number	Description	Amount This Request	Amount To Date

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

Contract Item Status by Funding Breakdown

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 028-030-007 / SAP 028-608-015	1	2104.502 SALVAGE TANGENT TERMINAL (EACH)	\$450.00	1.00	0.00	\$0.00	2.00	\$900.00
SAP 028-030-007 / SAP 028-608-015	2	2104.507 REMOVE AGGREGATE (C Y)	\$34.00	158.00	0.00	\$0.00	238.00	\$8,092.00
SAP 028-030-007 / SAP 028-608-015	3	2105.507 SUBGRADE EXCAVATION (C Y)	\$35.00	150.00	0.00	\$0.00	7.30	\$255.50
SAP 028-030-007 / SAP 028-608-015	4	2112.519 SUBGRADE PREPARATION (RDST)	\$210.00	39.00	0.00	\$0.00	39.00	\$8,190.00
SAP 028-030-007 / SAP 028-608-015	5	2112.619 SHOULDER PREPARATION (RDST)	\$41.00	58.00	0.00	\$0.00	58.00	\$2,378.00
SAP 028-030-007 / SAP 028-608-015	6	2211.509 AGGREGATE BASE CLASS 5 (TON)	\$24.50	300.00	0.00	\$0.00	226.37	\$5,546.07
SAP 028-030-007 / SAP 028-608-015	7	2215.504 FULL DEPTH RECLAMATION (P) (S Y)	\$1.85	15,771.00	0.00	\$0.00	15,771.00	\$29,176.35
SAP 028-030-007 / SAP 028-608-015	8	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	\$22.40	1,243.00	0.00	\$0.00	1,164.81	\$26,091.74

Houston County Highway Department
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SAP 028-030-007 Paving SAP 028-608-015, SAP 028-611-007 and SAP 028-633-003
Final Payment No. 3

Contract Item Status by Funding Breakdown

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 028-030-007 / SAP 028-608-015	9	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3;C) (TON)	\$69.50	6,221.00	0.00	\$0.00	6,215.82	\$431,999.49
SAP 028-030-007 / SAP 028-608-015	10	2360.609 BITUMINOUS PAVEMENT DENSITY INCENTIVE (TON)	\$2.10	5,753.00	0.00	\$0.00	2,852.38	\$5,990.00
SAP 028-030-007 / SAP 028-608-015	11	2399.623 PAVEMENT SMOOTHNESS INCENTIVE (RD SEG)	\$270.00	22.00	0.00	\$0.00	14.48	\$3,908.25
SAP 028-030-007 / SAP 028-608-015	12	2540.602 MAIL BOX SUPPORT (EACH)	\$150.00	7.00	0.00	\$0.00	7.00	\$1,050.00
SAP 028-030-007 / SAP 028-608-015	13	2554.503 TRAFFIC BARRIER DESIGN B8338 (L F)	\$22.00	950.00	0.00	\$0.00	1,050.00	\$23,100.00
SAP 028-030-007 / SAP 028-608-015	14	2554.602 INSTALL TANGENT TERMINAL (EACH)	\$550.00	1.00	0.00	\$0.00	2.00	\$1,100.00
SAP 028-030-007 / SAP 028-608-015	15	2563.601 TRAFFIC CONTROL (LS)	\$16,250.00	0.25	0.00	\$0.00	0.25	\$4,062.50
SAP 028-030-007 / SAP 028-608-015	16	2582.503 6" SOLID LINE PAINT (L F)	\$0.10	15,282.00	0.00	\$0.00	15,106.02	\$1,480.39
SAP 028-030-007 / SAP 028-608-015	17	2582.503 4" SOLID LINE PAINT (L F)	\$0.07	456.00	0.00	\$0.00	603.00	\$42.21
SAP 028-030-007 / SAP 028-608-015	18	2582.503 4" DOUBLE SOLID LINE PAINT (LIN FT)	\$0.14	7,185.00	0.00	\$0.00	7,111.00	\$995.54
SAP 028-030-007 / SAP 028-611-007	19	2104.503 SAWING BIT PAVEMENT (FULL DEPTH) (L F)	\$2.25	43.00	0.00	\$0.00	93.00	\$209.25
SAP 028-030-007 / SAP 028-611-007	20	2105.507 SUBGRADE EXCAVATION (C Y)	\$35.00	200.00	0.00	\$0.00	96.50	\$3,377.50
SAP 028-030-007 / SAP 028-611-007	21	2112.519 SUBGRADE PREPARATION (RDST)	\$210.00	7.00	0.00	\$0.00	7.00	\$1,470.00
SAP 028-030-007 / SAP 028-611-007	22	2112.619 SHOULDER PREPARATION (RDST)	\$41.00	136.00	0.00	\$0.00	136.00	\$5,576.00
SAP 028-030-007 / SAP 028-611-007	23	2211.509 AGGREGATE BASE CLASS 5 (TON)	\$24.50	400.00	0.00	\$0.00	102.07	\$2,500.72
SAP 028-030-007 / SAP 028-611-007	24	2215.504 FULL DEPTH RECLAMATION (P) (S Y)	\$1.85	36,091.00	0.00	\$0.00	36,091.00	\$66,768.35
SAP 028-030-007 / SAP 028-611-007	25	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	\$22.40	1,963.00	0.00	\$0.00	2,229.71	\$49,945.50
SAP 028-030-007 / SAP 028-611-007	26	2232.602 MILLED RUMBLE STRIPS (EACH)	\$1,161.50	5.00	0.00	\$0.00	5.00	\$5,807.50
SAP 028-030-007 / SAP 028-611-007	27	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3;C) (TON)	\$69.50	9,250.00	0.00	\$0.00	9,750.78	\$677,679.21
SAP 028-030-007 / SAP 028-611-007	28	2360.609 BITUMINOUS PAVEMENT DENSITY INCENTIVE (TON)	\$2.10	8,857.00	0.00	\$0.00	6,635.99	\$13,935.57
SAP 028-030-007 / SAP 028-611-007	29	2399.623 PAVEMENT SMOOTHNESS INCENTIVE (RD SEG)	\$270.00	51.00	0.00	\$0.00	36.56	\$9,870.66

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
SAP 028-030-007 Paving SAP 028-608-015, SAP 028-611-007 and SAP 028-633-003
Final Payment No. 3

Contract Item Status by Funding Breakdown

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 028-030-007 / SAP 028-611-007	30	2540.602 MAIL BOX SUPPORT (EACH)	\$150.00	9.00	0.00	\$0.00	8.00	\$1,200.00
SAP 028-030-007 / SAP 028-611-007	31	2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	\$92.98	2.00	0.00	\$0.00	3.00	\$278.94
SAP 028-030-007 / SAP 028-611-007	32	2563.601 TRAFFIC CONTROL (LS)	\$16,250.00	0.38	0.00	\$0.00	0.38	\$6,175.00
SAP 028-030-007 / SAP 028-611-007	33	2582.503 6" SOLID LINE PAINT (L F)	\$0.10	28,488.00	0.00	\$0.00	28,251.02	\$2,768.60
SAP 028-030-007 / SAP 028-611-007	34	2582.503 4" SOLID LINE PAINT (L F)	\$0.07	5,041.00	0.00	\$0.00	4,963.00	\$347.41
SAP 028-030-007 / SAP 028-611-007	35	2582.503 4" BROKEN LINE PAINT (L F)	\$0.07	133.00	0.00	\$0.00	1,110.00	\$77.70
SAP 028-030-007 / SAP 028-611-007	36	2582.503 4" DOUBLE SOLID LINE PAINT (LIN FT)	\$0.14	8,540.00	0.00	\$0.00	8,578.00	\$1,200.92
SAP 028-030-007 / SAP 028-633-003	37	2104.503 SAWING BIT PAVEMENT (FULL DEPTH) (L F)	\$2.25	110.00	0.00	\$0.00	108.00	\$243.00
SAP 028-030-007 / SAP 028-633-003	38	2105.507 SUBGRADE EXCAVATION (C Y)	\$35.00	200.00	0.00	\$0.00	0.00	\$0.00
SAP 028-030-007 / SAP 028-633-003	39	2112.619 SHOULDER PREPARATION (RDST)	\$41.00	142.00	0.00	\$0.00	142.00	\$5,822.00
SAP 028-030-007 / SAP 028-633-003	40	2211.509 AGGREGATE BASE CLASS 5 (TON)	\$24.50	400.00	0.00	\$0.00	0.00	\$0.00
SAP 028-030-007 / SAP 028-633-003	41	2215.504 FULL DEPTH RECLAMATION (P) (S Y)	\$1.85	38,438.00	0.00	\$0.00	38,438.00	\$71,110.30
SAP 028-030-007 / SAP 028-633-003	42	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	\$22.40	1,970.00	0.00	\$0.00	1,871.60	\$41,923.84
SAP 028-030-007 / SAP 028-633-003	43	2232.602 MILLED RUMBLE STRIPS (EACH)	\$1,161.50	5.00	0.00	\$0.00	5.00	\$5,807.50
SAP 028-030-007 / SAP 028-633-003	44	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3;C) (TON)	\$69.50	9,094.00	0.00	\$0.00	9,217.98	\$640,649.61
SAP 028-030-007 / SAP 028-633-003	45	2360.609 BITUMINOUS PAVEMENT DENSITY INCENTIVE (TON)	\$2.10	8,720.00	0.00	\$0.00	3,027.10	\$6,356.90
SAP 028-030-007 / SAP 028-633-003	46	2399.623 PAVEMENT SMOOTHNESS INCENTIVE (RD SEG)	\$270.00	53.00	0.00	\$0.00	45.11	\$12,179.16
SAP 028-030-007 / SAP 028-633-003	47	2540.602 MAIL BOX SUPPORT (EACH)	\$150.00	3.00	0.00	\$0.00	3.00	\$450.00
SAP 028-030-007 / SAP 028-633-003	48	2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	\$92.98	2.00	0.00	\$0.00	2.00	\$185.96
SAP 028-030-007 / SAP 028-633-003	49	2563.601 TRAFFIC CONTROL (LS)	\$16,250.00	0.37	0.00	\$0.00	0.37	\$6,012.50
SAP 028-030-007 / SAP 028-633-003	50	2582.503 6" SOLID LINE PAINT (L F)	\$0.10	28,060.00	0.00	\$0.00	27,592.04	\$2,704.02

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 Final Payment No. 3

Contract Item Status by Funding Breakdown

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 028-030-007 / SAP 028-633-003	51	2582.503 4" SOLID LINE PAINT (L F)	\$0.07	5,654.00	0.00	\$0.00	5,571.00	\$389.97
SAP 028-030-007 / SAP 028-633-003	52	2582.503 4" BROKEN LINE PAINT (L F)	\$0.07	153.00	0.00	\$0.00	1,260.00	\$88.20
SAP 028-030-007 / SAP 028-633-003	53	2582.503 4" DOUBLE SOLID LINE PAINT (LIN FT)	\$0.14	7,640.00	0.00	\$0.00	7,638.00	\$1,069.32
Totals:						\$0.00		\$2,198,539.15



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-485-178-528
Submitted Date and Time:	21-Oct-2021 5:01:47 PM
Legal Name:	MATHY CONSTRUCTION CO
Federal Employer ID:	39-0752519
User Who Submitted:	mathy1
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1350373376
Minnesota ID:	8749839
Project Owner:	HOUSTON CTY HWY DEPT
Project Number:	028-030-007
Project Begin Date:	01-Jun-2021
Project End Date:	31-Aug-2021
Project Location:	HOUSTON CTY
Project Amount:	\$2,198,539.15

Subcontractor Summary

Name	ID	Affidavit Number
MATTISON CONTRACTORS INC	5855373	1331499008
ALVERO LLC	3051898	32903168
BRUENING ROCK PRODUCTS INC	6488964	741412864
K OCONNOR LLC	3092611	2130055168
TRAFFIC MARKING SERVICE INC	8462102	2026442752
WARNING LITES OF MINNESOTA INC	3086922	32378880

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.



Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 6-Oct-2021 11:49:39 AM
Confirmation Number: 1-051-421-856
Name: MATTISON CONTRACTORS INC
ID: 5855373
Affidavit Number: 1331499008
Project Owner: HOUSTON COUNTY HIGHWAY DEPT
Project Number: 028-030-007
Project Begin Date: 6/22/2021
Project End Date: 7/22/2021
Project Location: HOUSTON COUNTY
Project Amount: \$25,100.00
Subcontractors: No Subcontractors

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Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 4-Oct-2021 2:53:36 PM
Confirmation Number: 0-046-050-464
Name: ALVERO LLC
ID: 3051898
Affidavit Number: 32903168
Project Owner: HOUSTON COUNTY HWY DEPT
Project Number: SAP 028-030-007
Project Begin Date: 8/13/2021
Project End Date: 8/13/2021
Project Location: HOUSTON CO
Project Amount: \$3,093.75
Subcontractors: No Subcontractors

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DEPARTMENT OF REVENUE

Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 4-Oct-2021 11:48:16 AM
Confirmation Number: 0-344-378-828
Name: BRUENING ROCK PRODUCTS INC
ID: 6498964
Affidavit Number: 741412864
Project Owner: HOUSTON COUNTY
Project Number: 028-030-007
Project Begin Date: 7/21/2021
Project End Date: 7/23/2021
Project Location: HOUSTON COUNTY
Project Amount: \$91,294.15
Subcontractors: No Subcontractors

Please print this page for your records using the print or save functionality built into your browser.



Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 4-Oct-2021 8:50:57 AM

Confirmation Number: 2-077-764-768

Name: K OCONNOR, LLC

ID: 3092611

Affidavit Number: 2130055168

Project Owner: HOUSTON COUNTY

Project Number: SAP 028-030-007

Project Begin Date: 6/10/2021

Project End Date: 6/11/2021

Project Location: HOUSTON CO

Project Amount: \$27,187.00

Subcontractors: No Subcontractors

Please [print this page](#) for your records using the print or save functionality built into your browser.



DEPARTMENT OF REVENUE

Your Contractor Affidavit request is Approved. A copy of this page **MUST** be provided to the contractor or government agency that hired you.

Submitted Date and Time: 29-Sep-2021 4:12:22 PM
Confirmation Number: 1-079-495-840
Name: TRAFFIC MARKING SERV INC
ID: 8462102
Affidavit Number: 2026442752
Project Owner: HOUSTON COUNTY
Project Number: 028-030-007
Project Begin Date: 7/28/2021
Project End Date: 7/28/2021
Project Location: HOUSTON COUNTY
Project Amount: \$11,164.28
Subcontractors: No Subcontractors

Please print this page for your records using the print or save functionality built into your browser.



Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 30-Sep-2021 7:46:50 AM
Confirmation Number: 0-210-717-856
Name: WARNING LITES OF MINNESOTA INC
ID: 3086922
Affidavit Number: 32378880
Project Owner: HOUTON CTY HWY DEPARTMENT
Project Number: SAP 028-030-007
Project Begin Date: 6/2/2021
Project End Date: 8/2/2021
Project Location: CSAH 8,11 & 33
Project Amount: \$5,400.00
Subcontractors: No Subcontractors

Please [print this page](#) for your records using the print or save functionality built into your browser.

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: October 28, 2021 for November 2, 2021 Board Meeting

Person requesting appointment with County Board: Amelia Meiners

Issue:

Seeking approval on the Feedlot Program 2022-2023 Delegation Agreement/Work Plan and the 2022-2025 Feedlot Program Grant Agreement. Both with the MPCA.

Attachments/Documentation for the Board's Review:

2022-2023 Houston County Delegation Agreement; 2022-2025 Grant Agreement

Justification:

The delegation agreement has been approved by the MPCA and requires final approval by the Board. The Grant Agreement has gone through Personnel and the County Attorney's Office.

Action Requested:

Seeking Board approval for staff to sign the Grant Agreement. Seeking Board approval of the Delegation Agreement, but no signature is required this year.

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)	
<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 determine if the request will be heard at a County Board meeting.

Minnesota Pollution Control Agency County Feedlot Program Delegation Agreement Work Plan

(When completing this document, make sure to fill in the grey boxes and Xs with the specified information.)

Delegation Agreement Years:	2022 – 2023
County:	Houston
County Feedlot Officer (CFO):	Amelia Meiners
If CFO is employed solely by SWCD, list designated County employee who will sign permits/Grant Agreement:	
Telephone number(s):	507-725-5800
Email address(es):	Amelia.meiners@co.houston.mn.us
Amendment number:	

A. Strategies

Minn. R. ch. 7020.1600, subp. 3a. states a County must develop annual plans and goals in accordance with registration, inspection, compliance and owner assistance responsibilities as well as permit goals, complaint response and staffing levels.

Registration Strategy

New! See Appendix A for additional clarifying information regarding Registration of feedlots.

1. Please indicate the method(s) the County will use to provide a feedlot owner, who does not have an email address, with a registration receipt within 30 days of the county entering the registration information into the online registration service: *(Double-click on checkbox and select "checked." Select all that apply.)*

- ☒ A registration receipt letter or postcard.
- ☒ An inspection letter that contains confirmation about registration/re-registration.
- ☒ A permit and/or a permit cover letter that contains confirmation of registration/re-registration.
- ☐ The County will document the dated 30-day registration receipts, as described below:

Click or tap here to enter text.

2. Please indicate how the County will register sites using the online registration service. Select all that apply or provide a narrative if the County is planning to conduct registrations in another manner than those provided below:

- ☒ The County will advise feedlot owners to use the online registration service to register new feedlots or update existing feedlot registration information.
- ☒ The County will request feedlot owners complete and submit a registration data collection sheet. Upon receiving completed registration data collection sheets the County will enter registration information into the online registration service for feedlot owners.
- ☒ The County will collect registration information during site inspections and will enter registration information into the online registration service for feedlot owners.

- ☒ The County will use information provided by feedlot owners on permit application forms and/or Notices of Construction forms and will enter registration information into the online registration service for feedlot owners.

Click or tap here to enter text.

3. Please describe how the County will address facilities that upon re-registration show an increase in animal units, a change or addition to animal types, or a change or addition to manure storage (i.e., liquid storage not previously included).

The course of action required by state or local rules will be implemented in all applicable situations. Changes that do not require specific actions under state and local rules may simply result in updates to records. In instances where the increase exceeds 20% or the change is deemed a significant departure from past practices, additional information will be sought from the producer. Should an increase in animal units exceed a regulatory threshold, producers will be required to acquire necessary permits and become educated on records requirements. Inspections may be completed as a follow-up and will include a review of animal unit history.

4. Please describe the strategy and timeline the County shall follow to address facilities that are not registered/re-registered in the current (items a, b, d) and/or prior (item c, d) four-year registration cycle. (Select all that apply.)

- ☒ Register/re-register sites throughout the four-year registration cycle.
- ☐ Register/re-register sites early in the fourth year of the registration cycle.
- ☒ Sites required to be registered that do not have a current registration (registered prior to January 1, 2018) will be inspected or contacted to verify animal numbers so registration can be updated.
- ☐ Other (describe below):

Inspection Strategy

For assistance with completing this part of the Delegation Agreement Work Plan please see **Appendix A**. A County must have an inspection strategy for the purpose of identifying pollution hazards and determining compliance with discharge standards, rules and permit conditions.

Note: *At least half of the required seven percent inspections need to be "Compliance" inspections. However, stockpile and manure storage area closure inspections conducted on their own do not count towards the County's minimum seven percent inspection rate.*

Required Inspection Strategies

Strategy	Year 1	Year 2
Conduct compliance inspections at existing sites that have not had an inspection within the last year and have submitted permit applications proposing construction or expansion to ensure that the appropriate permit is issued.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

The County's inspection strategy shall include goals for conducting a **majority** of inspections at high risk/high priority sites. The strategy may also include goals for low risk/low priority sites. The County may

choose from the provided examples and/or write an alternative strategy in the space provided in the below sections.

HIGH RISK/HIGH PRIORITY SITES *(check all that apply):*

- ☒ Sites within shoreland, a Drinking Water Supply Management Area (DWSMA), Watershed Restoration and Protection Strategy (WRAPS), BWSR One Watershed One Plan (1W1P), or other prioritized impaired waters (see Appendix A for 1W1P link). If the whole county is in a 1W1P/WRAP, perhaps prioritize by sub watersheds.
- ☒ Sites that have open lot area(s) without runoff controls.
- ☒ Sites that have never been inspected that fall into the first two checkboxes.
- ☒ Sites that, according to previous inspections, have not been maintaining adequate land application records and/or manure management plans.
- ☒ Sites constructing Manure Storage Areas (MSA) and open lot runoff controls.
- ☐ Conduct phosphorus inspections within a formally designated area such as WRAPS or BWSR 1W1P. *(See Appendix A for BWSR 1W1P link.)*
- ☐ Conduct in-field land application inspections within a formally designated area such as WRAPS or BWSR 1W1P. *(See Appendix A for BWSR 1W1P link.)*
- ☐ Alternative Strategy *(explain alternative strategies below):*

Click or tap here to enter text.

LOW RISK/LOW PRIORITY SITES *(check all that apply):*

- ☒ Sites within a specified size category (i.e., 300 – 499 AU). *Please explain/describe your inspection strategies in the text box below.*
- ☐ Sites within a watershed, township or other formally designated area.
- ☐ Conduct phosphorus inspections within a specific watershed, township or other formally designated area.
- ☐ Conduct in-field land application inspections within a specific watershed, township or other formally designated area.
- ☐ Conduct phosphorus inspections as part of a compliance inspection.
- ☐ Conduct in-field land application inspections as part of a compliance inspection or at non-NPDES sites >300 AU.
- ☐ Conduct inspections at all sites in the County on a five year or less rotating basis.
- ☒ Conduct inspections at sites required to be registered that have never been inspected
- ☐ Alternative Strategy *(explain alternative strategies below):*

The County tries to inspect at least 5 feedlot sites over 300 animal units every year in an effort to visit those more often.

Inspection Strategies

Inspection Strategy	Inspection Goal 2022*	Inspection Goal 2023*
Conduct inspections at existing sites that have submitted permit applications proposing construction or expansion	2	2
Sites with an Interim or Construction Short Form (CSF) permit w/ > 300AU and sites that received feedlot cost-share	6	6
Sites required to be registered that have never been inspected, including those with open lot area(s) without runoff controls and in 1W1P	6	6
Sites within Root River & WinLaC One Watershed One Plan (1W1P) and other priority watersheds (TMDL & WRAPS) – Watersheds TBD	10	10
Sites that have not been maintaining adequate land application records	1	1
Total:	25	25

*Enter the number of inspections the County predicts will be completed for each category.

Note: Numbers entered for in-field land application goals must be quantified by feedlot sites and not individual farm fields.

At least seventy five percent (75%) of inspection data shall be entered into Tempo within 120 days of the inspection. Minimally funded counties may enter data less frequently.

☒ Yes, I agree ☐ No I do not agree (*discuss with MPCA staff*)

Note:

- Counties need to enter data from all feedlot inspections at feedlots required to be registered into Tempo by no later than **February 1** of the year following the end of the program year.
- Counties that enter ninety percent (90%) of inspection data within 60 days of the inspection will receive two (2) Performance Credits.

Be sure to read and understand Appendix A for required inspection documentation.

Compliance Strategy

1. Please state the various initial method(s) and practice(s) the County will use in response to **compliance inspections** that result in non-compliance. (Blatant violations will be referred to MPCA as soon as possible in accordance with Appendix C.):

- ☒ Include corrective actions with completion deadlines in the inspection results notification letter.
- ☒ Issue a Letter of Warning (LOW) or a Notice of Violation (NOV) that will include corrective actions and deadlines.

☒ Issue an interim permit that includes timelines for corrective actions.

☐ Other (describe below):

Click or tap here to enter text.

2. Please indicate the various initial method(s) and practice(s) the County will use in response to **land application inspections** that result in non-compliance. (Blatant violations will be referred to MPCA as soon as possible in accordance with Appendix C.):

☐ Address non-compliance at the same time the facility non-compliance is addressed. See above.

☐ Include corrective actions with completion deadlines in the inspection results notification letter.

☐ Issue an LOW or NOV that will include corrective actions and deadlines.

☒ Other (describe below):

Houston County does not plan to conduct land application inspections in 2022-23 unless a complaint is received, in which case, the above strategies will be utilized as necessary.

3. Notification of inspection results, including corrective action(s) and completion deadlines, shall be sent to feedlot owners. For compliance inspections and/or desktop N & P record reviews the notification of results will be sent to feedlot owners within 30 days of a compliance determination. County intends to follow-up with feedlot owners to evaluate progress.

☒ Yes, I agree ☐ No I do not agree (*discuss with MPCA staff*)

4. Explain how the County will escalate enforcement action when progress is not being made on corrective actions. (**Note: See Appendix C – MPCA memorandum on CFO referral to MPCA.**)

A. Upon completion of a site inspection, a written notification of inspection results will follow within 30 days informing producers of areas of non-compliance and/or concern.

B. Follow-up contact and compliance resolution may vary depending on the nature of the noncompliance. An open channel of communication will be maintained, and the frequency of communications will be adjusted as necessary to accommodate the schedule for corrective actions.

The sequence for addressing noncompliance will be as follows:

- a. Informing the feedlot owner of technical and financial assistance programs that may be available.
- b. Monitoring to verify that agreed upon corrective actions are proceeding according to schedule. Checking with partner organizations to see if the feedlot owner has contacted them about technical or financial assistance.
- c. Notifying the owner when a compliance remedy has not been proposed or is unsatisfactory.
- d. Giving written notice when a feedlot owner has not responded adequately to prior communications within an acceptable period of time. This may be done with a Letter of Warning or Notice of Violation stating that the County or MPCA may initiate enforcement actions.
- e. Involving an MPCA representative when a feedlot owner fails or refuses to initiate required corrective actions.
- f. Requiring a producer to submit an application for an Interim Permit.
- g. Involving an MPCA representative when a feedlot owner fails or refuses to apply for an Interim Permit or fails to comply with the terms of the Interim Permit.

- h. Involving the Houston County Attorney to address feedlot related violations of the Houston County Zoning Ordinance.

Owner Assistance Strategy

1. Please describe the type and number of activities you plan to conduct and how you will track the number of producers reached. (Example: group education events; newsletters; newspaper articles; producer surveys; distribution of manure sample containers; help with MMP writing, social media posts.)

Type: Most frequently, assistance will be provided to individual feedlot owners on a one-on-one setting, as needed. Producers may be referred to SWCD for technical assistance. Houston County hopes to partner with neighboring counties to provide producer trainings. If staff numbers permit, we may have a booth at the Fair. Newsletters have been sent out in the past and its possible newspaper articles may be written as well.

Number: Previous trainings have been poorly attended. It is expected that 5-25 producers might attended future activities, depending on the topic. Records requirements is probably the most important topic for us to educate on right now.

How tracked: An office/phone log will be kept that documents all interactions. Interactions exceeding 10 minutes will be logged into a budget tracking document in intervals of 15 minutes.

Counties are pre-approved to conduct publicity based on their Owner Assistance Strategy. Counties need to add "Paid for by a grant from the State of Minnesota" to any originally created Minn. R. ch. 7020 information intended for distribution.

B. Delegated County MPRs

Minn. Stat. § 116.0711, subd. 2. (c) states that 25% of the total appropriation must be awarded according to the terms and conditions of the following MPRs.

Inspection MPRs

A County must inspect seven percent (7%) or more of their State required registered feedlots annually, as determined by the table in Appendix B, to be eligible for the Inspection MPR award. A full compliance inspection, a construction inspection, a desk-top nitrogen and phosphorus record inspection or an in-field land application inspection may only count once towards the minimum seven percent inspection rate. A second inspection done at the same site in the same year would be counted towards performance credits. At least half of the seven percent (7%) inspections need to be compliance inspections. The remaining half can be a combination of construction inspections, desk-top nitrogen and phosphorus record inspections or in-field land application inspections. Note that stockpile and manure storage area closure inspections, on their own, do not count towards the minimum seven percent inspection requirement.

Inspection MPRs	Jan 1 – Dec 31, 2022	Jan 1 –Dec 31 2023
1. Agency-approved number of feedlots required to be registered by the State.	354	XXX

<p>(For 2022 enter the number of feedlots for your County found in Appendix B. For 2023, the Agency-approved number of feedlots for each county will not be determined by the MPCA until April 1, 2022. Counties will need to determine the number of inspections that need to be conducted to meet their 7% inspection rate based on the number of Agency-approved feedlots at that time.)</p> <p>Reminder: Your year two inspection numbers are to be determined/identified in a DAWP addendum that will be completed fall of 2022.</p>		
<p>2. County–Agency agreed upon inspection rate. (Enter “7%” unless a different inspection rate percentage was negotiated.)</p>	7%	[7%]
<p>3. County–Agency agreed upon inspection number for the identified time period. (Calculate 7% of the number from item 1 and if not a whole number, round up to the nearest 0.5 and enter it here. Example: 12.0 = 12.0, 12.1 thru 12.5 = 12.5, 12.6 thru 12.9 = 13.0)</p> <p>Reminder: Your year two inspection numbers are to be determined/identified in a DAWP addendum that will be completed fall of 2022.</p>	25	[TBD]

Non-Inspection MPRs

Registration MPRs	YES	NO
<p>1. The County will register and maintain registration data in the Tempo database (Minn. R. ch. 7020.0350, subp. 1 and 7020.1600, subp. 2. C). <i>Instructions for entering registration information into the online registration system are available on the MPCA website https://www.pca.state.mn.us/water/registration-permits-and-environmental-review in Tempo HELP/Feedlot folder/Registration Information folder/ “Online Registration FAQs.docx” and in Appendix A.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>2. The County issues a registration receipt to the feedlot owner within 30 days of entering registration information into the online registration service (Minn. R. ch. 7020.0350, subp. 5). <i>A file review should indicate the County has fulfilled the registration receipt requirement as stated in their Delegation Agreement Work Plan Registration Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Registration MPRs	YES	NO
<p>The County acknowledges the following:</p> <p>a. The MPCA will run a report on or about January 30, 2024 to determine the number of feedlots the County will receive funding for during 2025 and 2026.</p> <p>b. In order for feedlot sites to count for funding purposes for 2025 and 2026 they must:</p> <ul style="list-style-type: none"> • Have a locked registration in Tempo, • Have a registration <i>Effective Start Date</i> of January 1, 2018 or later; and • Be required to register: 10 or more AU in shoreland areas or 50 or more AU outside shoreland areas. <p>c. Feedlot sites will not count for funding purposes for 2025 and 2026 if they:</p> <ul style="list-style-type: none"> • Do not have a locked registration in Tempo even if they are required to be registered, • Do not have a current registration <i>Effective Start Date</i> (i.e., it is dated December 31, 2017 or earlier); or • Have less than 10 AU in shoreland areas or less than 50 AU in areas outside of shoreland even if the previous registration contained animal numbers that required registration and/or the date they last had animals was within five (5) years prior to January 1, 2024. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Inspection MPRs	YES	NO
<p>3. The County maintains a record of all compliance inspection results, including land application inspections, conducted at feedlots required to be registered. At a minimum, counties must maintain on file (electronic or paper) inspection documentation as outlined in Appendix A (Minn. R. ch. 7020.1600, subp. 2.H.)</p> <p><i>A file review should indicate that the County uses and maintains on file inspection documentation as stated in their Delegation Agreement Work Plan Inspection Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>4. NEW! The County enters data from all feedlot inspections at feedlots required to be registered into Tempo by no later than February 1 of the year following the end of the program year (Minn. R. ch. 7020.1600, subp. 2.H) and at least seventy five percent (75%) of inspection data shall be entered into Tempo within 120 days of the inspection. Minimally funded counties may enter data less frequently.</p> <p><i>A Tempo database query should indicate that inspection checklist data was entered into Tempo within required parameters.</i></p> <p><i>Instructions for entering an inspection into Tempo are available in Tempo HELP/Feedlot folder/ Inspection Information folder.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Inspection MPRs	YES	NO
<p>The County acknowledges the following:</p> <p>a. For inspections to count toward the required seven percent (7%) inspection rate they must:</p> <ul style="list-style-type: none"> • Be at sites that are required to register, • Have a locked inspection in Tempo; and • Occurred during the CFO Annual Report reporting year. <p>*If at the time of inspection a site has a current (January 1, 2018 or later) locked registration with animal numbers that require registration (10 or more AU in shoreland or 50 or more AU outside of shoreland), and as a result of the inspection the registration information is updated to animal numbers that no longer require registration, the inspection shall count toward the seven percent (7%) inspection rate.</p> <p>b. Inspections at feedlot sites will not count toward the required seven percent (7%) inspection rate if:</p> <ul style="list-style-type: none"> • Inspection information is not entered into Tempo, or • Inspections entered into Tempo are not locked. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. The County's Inspection Strategy has been approved by the agency (Minn. R. ch. 7020.1600, subp. 3a.B(1-2)).</p> <p><i>The County's CFO Annual Report should indicate the County initiated inspection plans and goals as stated in their Delegation Agreement Work Plan Inspection Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Compliance MPRs	YES	NO
<p>6. The County will notify the producer, in writing or via e-mail, of the results of any inspection. The notification must include a completed copy of the Minnesota Feedlot Inspection Checklist (wq-f3-45e). (Minn. R. ch. 7020.1600, subp. 3a.B(5)(a)). For compliance and desktop N & P inspections the written or e-mailed inspection notification shall be within 30 days of a compliance determination.</p> <p><i>A file review should indicate the County has notified the producer(s) of compliance inspection results. Notification must be in writing or via email.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>7. The County will bring feedlot operations into compliance through the implementation of scheduled compliance goals as stated in the County's Delegation Agreement Work Plan Compliance Strategy (Minn. R. ch. 7020.1600, subp. 3a.B(5)).</p> <p><i>A file review should indicate that the County brought non-compliant feedlots into compliance as stated in their Delegation Agreement Work Plan Compliance Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>8. The County maintains documentation and correspondence for any return to compliance from a documented non-compliance status (Minn. R. ch. 7020.1600, subp. 2.H).</p> <p><i>When a County records a corrective action in Tempo the file should contain documentation verifying the corrective action. Tempo should indicate that the audit data screen is correctly filled out for partial or complete upgrades and the Violations screen in Tempo has been updated to reflect the return to compliance.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Permitting MPRs	YES	NO
<p>9. The County will issue permits within the 60/120-day time period according to Minn. Stat. § 15.99 (Minn. R. ch. 7020.0505, subp. 5.C).</p> <p><i>A file review should indicate that the County date stamps all application components and, if applicable, uses letters to notify producers of incomplete applications. An application component received by the County electronically (via e-mail) does not need a date stamp provided the dated e-mail is saved with the document.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>10. The County will make sure all permit applications are complete (Minn. R. ch. 7020.1600, subp. 2.C).</p> <p><i>A file review should indicate that the County uses the most recent agency-approved permit application review checklist and that application information is complete and accurate as verified through the use of the permit application review checklist.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>11. The County will ensure producer compliance with required notifications (Minn. R. ch. 7020.2000, subp. 4 and subp. 5).</p> <p><i>Public notifications for new or existing feedlots with a capacity of ≥ 500 AU proposing to construct or expand must include the following information:</i></p> <ul style="list-style-type: none"> <i>a. Owner(s) name(s) or legal name of the facility;</i> <i>b. Location of facility - county, township, section, quarter section;</i> <i>c. Species of livestock and total animal units;</i> <i>d. Types of confinement buildings, lots, and areas at the animal feedlot; and</i> <i>e. Types of manure storage areas.</i> <p><i>Public notification is completed by equal or greater notification of one of the following:</i></p> <ul style="list-style-type: none"> <i>a. Newspaper (affidavit in file);</i> <i>b. Delivery by mail or in person; or</i> <i>c. As part of a county/township permitting process (Conditional Use Permit);</i> <i>d. A copy of the newspaper including date of publication;</i> <i>e. A printed copy of the notification from the newspaper website including date of publication.</i> 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>12. The County will issue the appropriate permit after completion of required notifications (Minn. R. ch. 7020.2000, subp. 4, 5).</p> <p><i>A file review should indicate that permits have been issued more than twenty (20) business days after public notifications.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>13. The County will ensure that MMP (manure management plan) conditions have been met according to Minn. R. ch. 7020.2225, subp. 4.D prior to permit issuance (Minn. R. ch. 7001.0140).</p> <p><i>A file should contain either a permit with a deadline for MMP submittal or an MMP and a completed MMP review checklist for any interim permit issued for a site >100 AU; a MMP and a completed MMP review checklist for any CSF (construction short form) permit issued for a feedlot where manure is non-transferred over 300 AU; and a completed copy of the document "MMP When Ownership of Manure is Transferred" for a feedlot ≥ 300 AU where manure is transferred. A file review will confirm that a copy of the most recent agency-approved MMP review checklist is in the permit file and verify that the MMP is complete, accurate and meets feedlot rule requirements as verified through the use of the MMP review checklist.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

14. The County will ensure that a producer who submits a permit application that includes a liquid manure storage area (LMSA) meets the requirements in Minn. R. ch. 7020.2100. <i>A file review should indicate that the County uses the most recent agency-approved LMSA checklist and that LMSA plans and specifications are complete, accurate and meet feedlot rule requirements as verified through the use of the LMSA checklist.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. The County will ensure that any pollution problem existing at a producer's site will be resolved before the permit is issued or will be addressed by the permit (Minn. R. ch. 7020.0535, subp. 7 and 7001.0140). <i>A file review should indicate the County issues interim permits in appropriate situations and conducts an inspection at existing sites within one year prior to permit issuance.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Complaint Response MPR	YES	NO
16. The County maintains a record of all complaint correspondence. (Minn. R. ch. 7020.1600, subp. 2.H. and subp. 2.J.(6)) <i>The County maintains a complaint log and promptly reports to the MPCA any complaints that represent a possible health threat, a significant environmental impact or indicate a flagrant violation. The complaint log should include:</i> <ul style="list-style-type: none"> a. Type of complaint; b. Location of complaint; c. Date and time complaint was made; d. Facts and circumstances related to the complaint; and e. A statement describing the resolution of the complaint. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner Assistance MPR	YES	NO
17. The County's Owner Assistance Strategy has been approved by the agency. (Minn. R. ch. 7020.1600, subp. 2.J.(5) and subp. 3a.B.(7)) <i>A review should indicate the County initiated their plan as stated in their Delegation Agreement Work Plan Owner Assistance Strategy.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Staffing Level and Training MPR	YES	NO
18. The CFO (and other feedlot staff) attend training necessary to perform the duties of the feedlot program and is consistent with the agency training recommendations. (Minn. R. ch. 7020.1600, subp. 2.K.) <i>The County should complete a minimum of 18 continuing education units (CEUs). Each unit consists of one hour of training related to Minn. R. ch. 7020 competency areas: regulating new construction, conducting inspections and evaluating compliance, handling complaints and reported spills, responding to air quality complaints, resolving identified pollution problems, communicating with farmers and the agricultural community.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Air Quality MPR	YES	NO
<p>19. The County maintains a record of all notifications received from feedlot owners claiming air quality exemptions including the days exempted and the cumulative days used. (Minn. R. ch. 7020.1600, subp. 2.1.)</p> <p><i>The County should maintain a pumping notification log. The log should include:</i></p> <ul style="list-style-type: none"> <i>a. Names of the owners/legal facility name;</i> <i>b. Location of the facility (county, township, section, quarter);</i> <i>c. Facility permit number; and</i> <i>d. Start date and number of days to removal.</i> 	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Web Reporting Requirement	YES	NO
<p>20. The County maintains an active website listing detailed information on the expenditure of County program grant funds and measureable outcomes as a result of the expenditure of funds. (86th Legislature, MN Session Laws 2009, Chapter 37 – H. F No. 2123, article 1, section 3, subdivision 1)</p> <p><i>As of July 1 of the current program year, the CFO Annual Report and MPCA Financial Report from the previous program year should be posted on the County's website:</i></p> <p>https://www.revisor.mn.gov/laws/?year=2009&type=0&doctype=Chapter&id=37</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Appendix A

2022-23 Delegation Agreement Work Plan Guidance

This Delegation Agreement Work Plan applies to feedlots that are required to be registered under Minn. R. ch. 7020.

If a Delegated County (County) will not be able to meet their registration, inspection, compliance and/or owner assistance strategies during the year the County needs to communicate this with the MPCA in a timely manner and work with MPCA to determine an acceptable alternative. If a County is unable to achieve the strategies of the Delegation Agreement Work Plan they risk losing funding. A County that does not meet the minimum seven percent inspection rate may be at risk for losing funding.

1. DATA PRACTICES:

Any data requested that is part of the Tempo warehouse data dump, MPCA's "What's in my Neighborhood" and a submitted permit application and Manure Management Plan is public information. As such the county is not required to immediately notify the MPCA and is does not need to await direction on whether the county can disseminate this data to the public. The county can release this public data because this statement is a blanket approval for the county to do so.

2. REGISTRATION:

a) Producer contact information

- If a feedlot owner provides contact information (phone/email) it needs to be entered. Counties should not enter their own contact information if a feedlot owner has provided contact information.
- If a feedlot owner does not provide contact information an effort should be made by the CFO to gather/obtain feedlot owner contact information (phone/email) before entering registration information so if possible the feedlot owner's contact information is entered rather than the contact information of the CFO.
- Entering CFO contact information (phone/email) as part of a feedlot's contact information should only be done as a last resort... meaning that either:
 - The feedlot owner does not have phone/email contact information.
 - The feedlot owner is unwilling to provide contact information.

b) Collected registration information

- If a feedlot owner submits registration information to the county (i.e. Registration Data Collection sheet or permit application) so that the county can enter the registration information into the on-line registration service, the submitted information needs to be retained (attached in Tempo or in county file).

c) Registration receipt

- If a feedlot owner does not provide email contact information and CFO email contact information is entered as contact information for the feedlot, the CFO needs to clearly document receipt of registration back to the feedlot owner. Acceptable forms of documentation include:
 - Dated registration receipt letter,
 - Dated inspection letter that indicates registration was updated,
 - Dated permit cover letter that indicates registration was updated; and/or
 - The County will document the dated 30-day registration receipts as described in the Registration Strategy above.

d) Register / Update feedlot registration information when permits are issued

- When a feedlot owner submits an application for a feedlot permit or Notice of Construction the CFO needs to ensure that:
 - New feedlot sites are registered based on the information submitted.
 - Registration information is updated for existing feedlot sites based on the information submitted.

3. TYPES OF INSPECTIONS

Please refer to the Minnesota Feedlot Inspection Checklist (Checklist) to learn more about a feedlot inspection. All inspections must be documented.

Compliance Inspection is an onsite, full facility inspection during which all parts of the feedlot are inspected. When inspecting a site registered for ≥ 100 AU the nitrogen section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo select *FE Compliance Inspection* as the Compliance Evaluation Type and load applicable checklist.

Construction Inspection is an onsite inspection completed at a feedlot site that is constructing. A construction inspection typically involves just inspecting the construction activity that is taking place and does not require inspection of other parts of the feedlot. When entering an inspection of this type into Tempo select *FE Construction Inspection* as the Compliance Evaluation Type and load applicable checklist.

Complaint Inspection is an inspection conducted in response to a complaint. A complaint inspection typically involves just inspecting the portion of the feedlot, land application site, manure stockpile or other areas relating to the complaint and does not require inspection of any other area not directly related to the complaint. When entering an inspection of this type into Tempo select *FE Complaint Inspection* as the Compliance Evaluation Type.

Stockpile Inspection is an onsite inspection conducted to inspect one or more stockpiles. A stockpile inspection typically involves just inspecting the portion of the feedlot relating to the stockpile(s) and does not require inspection of other parts of the feedlot. The stockpile section(s) of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo select *FE Stockpile Inspection* as the Compliance Evaluation Type and load the applicable checklist portions.

Manure Storage Area Closure is an inspection that has been conducted at a facility and the inspector has evaluated the site's compliance with manure storage area closure requirements. If you

have received a notification of manure storage area closure and did not inspect the facility, follow the procedure for “How to enter Notification of Manure Storage Area Closure” located here:

<file:///pca.state.mn.us/xdrive/Tempo/Feedlot/>

Note that stockpile and manure storage area closure inspections, on their own, do not count towards the minimum seven percent inspection requirement.

Land Application Inspections

- **Phosphorus Inspection** is an inspection of the phosphorus portion of land application records that is conducted *in conjunction* with a compliance inspection of a site registered for ≥ 300 AU. The phosphorus section of the Checklist must be filled out for the inspection to be complete. **NOTE:** The number of years of records reviewed needs to meet the minimum of the crop rotation (i.e., C*/SB = two years, C/C/SB = three years, O/H/H/H/C/C/C = seven years). When entering an inspection of this type in Tempo *both FE Compliance Inspection and FE Phosphorus* are selected as Compliance Evaluation Types and load the applicable checklist. (*C = Corn, SB = Soybean, O = Oats, H = Hay.)
- **Desktop Nitrogen & Phosphorus Record Review** is an inspection of *both* nitrogen and phosphorus land application records of a site registered for ≥ 300 AU. This is an *independent* inspection conducted *without* inspecting other parts of the feedlot. The nitrogen and phosphorus sections of the Checklist must be filled out for the inspection to be complete. This inspection typically would be conducted in the office after requesting and receiving application records but it could also be conducted onsite. When entering an inspection of this type into Tempo select *FE Desk-top Nitrogen & Phosphorus Record Inspection* as the Compliance Evaluation Type and load the applicable checklist. **NOTE:** Desk-top Phosphorus records reviews must be completed in the same manner as described in the Phosphorus inspection above.
- **In-field Land Application Inspection** is an onsite/in-field inspection that focuses on land application practices including but not limited to discharges and setback requirements. The inspection should include a review of the MMP as applicable. The in-field land application inspection section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo select *FE In-field Land Application Inspection* as the Compliance Evaluation Type and load the applicable checklist.

A Special Note about Inspections at Facilities Designated as a Large CAFO or Operating Under an NPDES or SDS Permit

County inspections conducted at NPDES/SDS/CAFO sites **DO NOT count towards the minimum seven percent (7%) inspection rate**. If the inspection was requested of the County by MPCA feedlot program staff the County can add that inspection to the CFO Annual Report to obtain performance credits.

4. INSPECTION DOCUMENTATION

Required

Each compliance inspection must be documented. A Checklist must be used for all compliance inspections as applicable (MPR #3). The results of compliance and land application inspections are to be documented and communicated in writing or via e-mail to the feedlot owner. For compliance

inspections and desktop N & P record reviews results are to be communicated to the feedlot owner within 30 days of a compliance determination (MPR #6).

Both the Checklist and the written communication of inspection results to the feedlot owner need to be either in the County's file or uploaded into Tempo.

It is not necessary to document and communicate results to the feedlot owner for a construction or complaint inspection unless compliance issues are discovered as a result of the inspection.

For **Compliance** inspections at feedlot sites with ≥ 300 AU where **manure application records are kept**, documentation in the file must include:

- The Checklist;
- Written communication of the inspection results;
- A copy or photo of a representative sample of manure application records that were evaluated. Examples include: manure and soil sample results, field maps with application rates, MPCA Manure Planner. (This is not tied to an MPR.);
- The County's evaluation of nitrogen rates (i.e., nitrogen rate worksheet). Include documentation used to make a nitrogen determination; and
- The County's evaluation of phosphorus rates (i.e. phosphorus rate worksheet), if an optional phosphorus inspection is conducted in conjunction with a compliance inspection.

The County can also include additional items (photos, site map, etc.) as part of the inspection file if they determine it is applicable or necessary to document the inspection.

For **Compliance** inspections at feedlot sites with 100 -299 AU where **manure application records are required to be kept**, documentation in the file must include:

- The Checklist;
- Written communication of the inspection results;
- The County's evaluation of nitrogen rates (i.e., nitrogen rate worksheet). Include documentation used to make a nitrogen determination; and
- The County's evaluation of phosphorus rates (i.e., phosphorus rate worksheet), if an optional phosphorus inspection is conducted in conjunction with a compliance inspection.

The County can also include additional items (photos, site map, etc.) as part of the inspection file if they determine it is applicable or necessary to document the inspection.

For **Desk-Top N & P** inspections documentation in the file must include:

- The Checklist;
- Written communication of the inspection results;
- A copy or photo of a representative sample of manure application records that were evaluated (This is not tied to an MPR.);
- The County's evaluation of the nitrogen rates (i.e. nitrogen rate worksheet); and
- The County's evaluation of phosphorus rates (i.e. phosphorus rate worksheet).

The County can also include additional items as part of the inspection file if they determine it is applicable or necessary to document the inspection.

For **Compliance inspections** at feedlot sites where manure application records are **not** required to be kept (*sites with less than 100 AU*) and other types of inspections, documentation in the file must include the Checklist, written communication of inspection results to the feedlot owner and ***at least one of the following suggested pieces of documentation.***

Suggested

The following are suggestions for documenting an inspection. This documentation should be either in the County's file or uploaded into Tempo.

- **Compliance Inspection** - aerial photos, maps, camera photos, notes (on non-compliance).
- **Construction Inspection** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, as-built documentation.
- **Complaint Inspection** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land ownership records, nitrogen and phosphorus record review worksheets, manure and/or soil test results.
- **Stockpile Inspection** - aerial photos, maps, camera photos, notes, locations of nearby sensitive features requiring setbacks, soil information (slope/depth to seasonal water table/texture).
- **Land Application Inspections** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land ownership records, nitrogen and phosphorus record review worksheets, manure and/or soil test results.
- **Manure Storage Area (MSA) Closure** - either a letter stating that the MSA was closed in accordance with rule requirements and/or photo documenting the closure.

For all inspection types except Construction and Complaint:

- Checklist must be used.
- Results must be entered in Tempo.
- A follow-up letter needs to be sent to the feedlot owner. The letter should include Checklist section(s) where non-compliance was identified (or a copy of the entire Checklist), and corrective actions/time frames for addressing non-compliance if applicable. For Compliance and Desk-Top N & P inspections, the follow-up letter is to be sent to the producer within 30 days of compliance determination.
- Inspection documentation needs to be in County files or uploaded into Tempo.

For Construction and Complaint inspections:

- Inspection checklist can be used.
- Results must be entered in Tempo.
- Inspection documentation should be in County files or uploaded into Tempo.

5. HOW INSPECTIONS COUNT TOWARDS THE MINIMUM SEVEN PERCENT (7%) INSPECTION RATE

Compliance and construction Inspections count toward the minimum 7% inspection rate, each as ***one (1) inspection.***

Desktop Nitrogen & Phosphorus Record Review (conducted independent of a compliance inspection) at a feedlot site ≥ 300 AU counts as ***one (1) inspection.*** Credit will be given only if there

are records available and if those records are sufficient to meet the nitrogen record requirement first and then the phosphorus record requirement second. Therefore, looking at both nitrogen and phosphorus records during a desk-top nitrogen and phosphorus inspection counts as one (1) inspection.

In-field Land Application Inspection at a feedlot site that is required to be registered or at a feedlot site that receives manure from a site required to be registered counts as *one half (0.5)* an inspection. In order for the in-field land application inspection to count towards the minimum 7% inspection rate, the feedlot that is the source of the manure should not be considered a large CAFO or operating under an NPDES or SDS permit.

It is important to note that only *one inspection can be counted toward the minimum 7% inspection rate* for any given feedlot site during the program year. For example, if a County completes a compliance inspection and an in-field land application inspection at the same feedlot site during the same program year, the in-field land application inspection cannot be counted towards the minimum 7% inspection rate. However, any additional inspections completed for the same feedlot site during the same program year may count towards performance credits.

6. INSPECTION STRATEGY

As part of developing a realistic inspection strategy the County needs to consider all of their strategies (compliance and land application) and the time commitment required. The County should not design their inspection goals to simply meet the minimum 7% inspection rate. Rather, the County is urged to set inspection goals according to their inspection needs such as feedlots that have never been inspected. The County needs to be realistic with their inspection strategy because they will be required to initiate and work towards these strategy goals (MPR #5).

Recommended Approach for Developing an Inspection Strategy

Step 1. The first step is to calculate the number of feedlots the County intends to inspect annually. The County needs to set a goal of inspecting at least 7% of the total number of feedlots required to be registered in the County. Given this formula, a County with 300 feedlots would need to conduct 21 compliance inspections or a combination of 21 compliance/construction/desk-top nitrogen and phosphorus record/in-field land application inspections annually. One in-field land application inspection counts as one half (0.5) inspection towards the minimum 7% inspection rate.

Step 2. The second step is to decide how many inspections the County can conduct in each of the high risk/low risk categories over the next two years. Counties are encouraged to inspect sites in the BWSR One Watershed One Plan (see link below). Remember that inspections require follow-up and possible enforcement for non-compliant sites. Follow-up calls, letters, assistance and enforcement do not count towards the minimum 7% inspection rate.

7. BWSR ONE WATERSHED ONE PLAN (1W1P)

1W1P website link: <http://bwsr.state.mn.us/planning/1W1P/index.html>

APPENDIX B

2022 County Program Base Grant Award Feedlot Number

Big Stone	51	\$7,500	\$7,500		\$7,500
Blue Earth	353	\$27,152	\$27,152	\$11,921	\$39,073
Brown	372	\$28,614	\$28,614	\$12,582	\$41,176
Carver	190	\$14,615	\$14,615	\$6,416	\$21,031
Clay	89	\$6,846	\$6,846	\$3,006	\$9,852
Cottonwood	233	\$17,922	\$17,922	\$7,888	\$25,790
Douglas	322	\$24,768	\$24,768	\$10,874	\$35,642
Faribault	293	\$22,537	\$22,537	\$9,895	\$32,432
Fillmore	597	\$45,921	\$45,921	\$20,161	\$66,082
Freeborn	245	\$18,845	\$18,845	\$8,274	\$27,119
Goodhue	496	\$38,152	\$38,152	\$16,750	\$54,902
Houston	354	\$27,229	\$27,229	\$11,955	\$39,184
Jackson	317	\$24,383	\$24,383	\$10,705	\$35,088
Kandiyohi	389	\$29,921	\$29,921	\$13,137	\$43,058
Kittson	18	\$7,500	\$7,500		\$7,500
Lac Qui Parle	185	\$14,230	\$14,230	\$6,247	\$20,477
Lake of the Woods	25	\$7,500	\$7,500		\$7,500
Le Sueur	158	\$12,153	\$12,153	\$5,336	\$17,489
Lincoln	402	\$30,921	\$30,921	\$13,576	\$44,497
Lyon	272	\$20,922	\$20,922	\$9,185	\$30,107
Marshall	38	\$7,500	\$7,500		\$7,500
Martin	520	\$39,998	\$39,998	\$17,560	\$57,558
McLeod	300	\$23,076	\$23,076	\$10,131	\$33,207
Meeker	287	\$22,076	\$22,076	\$9,692	\$31,768
Morrison	612	\$47,074	\$47,074	\$20,667	\$67,741
Mower	342	\$26,306	\$26,306	\$11,549	\$37,855
Murray	435	\$33,460	\$33,460	\$14,690	\$48,150
Nicollet	302	\$23,229	\$23,229	\$10,199	\$33,428
Nobles	463	\$35,613	\$35,613	\$15,636	\$51,249
Norman	49	\$7,500	\$7,500		\$7,500
Pennington	44	\$7,500	\$7,500		\$7,500
Pipestone	447	\$34,383	\$34,383	\$15,095	\$49,478
Polk	76	\$5,846	\$5,846	\$2,567	\$8,413
Pope	138	\$10,615	\$10,615	\$4,660	\$15,275
Red Lake	46	\$7,500	\$7,500		\$7,500
Renville	278	\$21,383	\$21,383	\$9,388	\$30,771
Rice	244	\$18,768	\$18,768	\$8,240	\$27,008
Rock	509	\$39,152	\$39,152	\$17,189	\$56,341
Stearns	1,447	\$111,302	\$111,302	\$48,865	\$160,167
Steele	239	\$18,384	\$18,384	\$8,071	\$26,455
Stevens	125	\$9,615	\$9,615	\$4,221	\$13,836
Swift	155	\$11,922	\$11,922	\$5,234	\$17,156
Todd	797	\$61,304	\$61,304	\$26,915	\$88,219
Traverse	39	\$7,500	\$7,500		\$7,500
Wadena	81	\$6,230	\$6,230	\$2,735	\$8,965
Waseca	232	\$17,845	\$17,845	\$7,835	\$25,680
Watonswan	186	\$14,307	\$14,307	\$6,281	\$20,588
Winona	522	\$40,152	\$40,152	\$17,628	\$57,780
Wright	248	\$19,076	\$19,076	\$8,375	\$27,451
Yellow Medicine	249	\$19,153	\$19,153	\$8,409	\$27,562

APPENDIX C

CFO referral of enforcement to MPCA

Policy memo: Referral of enforcement cases from delegated counties to MPCA

DATE : June 21, 2006 (updated June 1, 2021)
TO : MPCA and County Feedlot Staff
FROM : Randall G. Hukriede, Feedlot Program Manager
PHONE : 320-295-2227

Goal: To provide criteria to promote statewide consistency regarding acceptance of feedlot enforcement referrals from delegated counties to the Minnesota Pollution Control Agency (MPCA) where there is a persistent failure by a feedlot owner to correct pollution hazards. Referral of cases from the delegated counties to the MPCA should be done infrequently and only for very serious cases. This memo does not apply to situations where a county feedlot officer (CFO) discovers a blatant violation (e.g., acute discharging, pumping, piping, dumping manure to waters of the state). These situations should be referred to the MPCA immediately.

Situations where referrals may be accepted:

- Conflict of interest between producer and county/CFO;
- Serious environmental harm/potential for harm;
- Pollution problems and/or investigations involving multiple counties; and
- Other cases as determined appropriate by the MPCA.

Requirements for the county before cases are referred:

- County must have issued a Notice of Violation (NOV);
- County must have tried to refer the case to its county attorney if its previous enforcement action was not successful in resolving the case;
- County must send a letter to the MPCA describing what it has done to resolve the case and why it wants to refer the case to the MPCA; and
- County must agree to continue to work with the MPCA as needed to resolve the case.

Requirements for the MPCA:

- Incorporate enforcement requirements by reference into county workplans and delegation agreements.
- Staff meet with supervisor and compliance coordinator to approve acceptance of the referral.
- Continue to conduct enforcement training for CFOs and/or county attorney as needed.
- Maintain a NOV and Letter of Warning to be used by counties.



DELEGATED COUNTY FEEDLOT GRANT AGREEMENT

State of Minnesota
Doc Type: Contract/Grant Reference

SWIFT Contract Number: 199982

AI: 88079

Activity ID: PRO20210002

A. COVERSHEET WITH SIGNATURES

1. County ("Grantee")	
Name	Houston
2. County ("Grantee") Authorized Representative (Feedlot Contact)	
Name	Amelia Meiners
Address	304 S. Marshall Street
City, State, Zip code	Caledonia, MN 55921
Phone Number	507-725-5800
Email	amelia.meiners@co.houston.mn.us

3. MPCA ("State") Authorized Representative	
Name	Michelle Oie, or successor
Address	7678 College Road, Suite 105
City, State, ZIP	Baxter, MN 56425
Phone	218-316-3877
Email	Michelle.oie@state.mn.us

4. County ("Grantee") Signature	
SIGNATURE OF OFFICIAL WITH AUTHORITY TO SIGN:	
<p>NAME <u>Amelia Meiners</u></p> <p>SIGNED _____ DATE: _____</p> <p>I certify I have read the Grant agreement and will comply with all provisions including additional state, local, federal regulations and policies governing the funding that apply to my organization.</p>	

B. GRANT AGREEMENT

1. Term of Grant Agreement

A. Effective date:

January 1, 2022, or the date the State obtains all required signatures, whichever is later.

B. Expiration date:

December 31, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

C. Survival of Terms.

The following clauses survive the expiration or cancellation of this Grant agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's Duties

The Grantee, who is not a state employee, will administer the state feedlot program as per [Minn. R. ch. 7020](#).

The Grantee will use feedlot grant funds according to [Minn. Stat. 116.0711 FEEDLOT PERMITS; CONDITIONS; COUNTY GRANTS](#) in conjunction with the required local match dollars and in-kind contributions to carry out the goals, plans, and minimum program requirements. If the Grantee fails to meet minimum program requirements it could result in reduction to base grant funding, and/or loss of eligibility for performance credits, and/or jeopardize status as a delegated county.

3. Time

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

4. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed in accordance with [Minn. Stat. 116.0711](#) to the State's satisfaction, as determined by the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

5. Terms of Payment

The Grantee will be paid based upon a formula as determined by [Minn. Stat. 116.0711 FEEDLOT PERMITS; CONDITIONS; COUNTY GRANTS](#).

6. Assignment Amendments, Waiver, and Grant agreement Complete

A. Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.

B. Amendments

Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

C. Waiver

If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.

D. Grant Agreement Complete

This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

7. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8. State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

9. Government Data Practices and Intellectual Property Rights**A. Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

B. Intellectual Property Rights

(a) Intellectual property rights. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Grant shall be jointly owned by the Grantee and the State. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and Contractors, either individually or jointly with others in the performance of this grant agreement. Works include "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The ownership interests of the State and the Grantee in the Works and Documents shall equal the ratio of each party's contributions to the total costs described in the budget of this grant agreement, except that the State's ownership interests in the Works and Documents shall not be less than fifty percent (50%). The party's ownership interest in the Works and Documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the Works and Documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the Works and Documents.

(b) Obligations.

- (1) Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the joint property of the State and Grantee, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding

Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

10. Workers Compensation

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

11. Publicity and Endorsement

A. Publicity

Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must use the MPCA logo and language provided by the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

B. Endorsement

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

12. Governing Law, Jurisdiction, and Venue

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

13. Termination

A. Termination by the State

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

B. Termination for Cause

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

C. Termination for Insufficient Funding

The State may immediately terminate this grant agreement if:

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

14. Data Disclosure

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

15. Availability of Records

In the event a monitoring visit(s) is required by the State, the Grantee shall cooperate with the State and shall comply with the State's request for documentation and other information, before, during and/or after the visit(s).