

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: November 9, 2021

9:01 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, Board Clerk/EDA Director Allison Wagner, Zoning Administrator/Interim Environmental Services Director Amelia Meiners, Engineer Brian Pogodzinski, Wayne Runningen, Tom Kulas, and Rick Frank

Presiding: Chairperson Burns

Call to order.

Pledge of Allegiance.

Prior to approving the agenda Wagner informed the Board that the presentation with Bank of the West had been cancelled for the day. Motion was made by Commissioner Severson, seconded by Commissioner Walter, motion carried unanimously to approve the agenda.

Motion was made by Commissioner Johnson, seconded by Commissioner Walter, motion unanimously carried to approve the meeting minutes from November 2, 2021.

Public Comment: Wayne Runningen from Sheldon Township and the Houston County Board of Adjustment Committee told the board he hoped they would pick someone for environmental services director who was qualified, a leader, and who would further advance Houston County. He said he was concerned about current buildings without permits and said he would like to see whoever was hired as director address those properties. Runningen said he would like the opportunity to talk to the applicants regarding his concerns to see what the candidates would do about them. He said he would like to see the board hire someone local.

CONSENT AGENDA

Motion by Commissioner Myhre, seconded by Commissioner Severson, motion unanimously carried to approve the consent agenda. Items approved are listed below.

1. Approval of the 2021-2023 snow removal with WS Trucking and Construction, LLC
ACTION ITEMS

File No. 1 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to authorize the Auditor/Treasurer to sign on behalf of Houston County the Professional Services Agreement with DS Solutions Inc. of 2810 Jasmine Ct. St. Cloud, MN 56301 regarding On-line Election Judge training services and to adopt Resolution 21-55 authorizing the acceptance of the ‘Professional Services Agreement’ with DS Solutions, Inc. to provide Houston County with an On-Line Election Judge Training Course. Resolution is below.

RESOLUTION NO. 21-55

November 9, 2021

BE IT RESOLVED that the Houston County Board of Commissioners hereby approves and authorizes the acceptance of the ‘Professional Services Agreement’ with DS Solutions, Inc. to provide Houston County with an On-Line Election Judge Training Course. (may be referred to as the ‘Project’)

BE IT FURTHER RESOLVED by the Houston County Board of Commissioners that this Agreement shall commence on September 1, 2021 and expire on December 31, 2024, unless cancelled or terminated earlier in accordance with the agreement. DONNA TREHUS, Houston County Auditor-Treasurer is authorized to sign the attached Professional Services Agreement for the above-mentioned project on behalf of Houston County.

File No. 2 – Commissioner Myhre moved, Commissioner Walter seconded, motion unanimously carried to approve out of state travel for Brian Pogodzinski to attend the NACE conference.

File No. 3 – Commissioner Severson moved, Commissioner Walter seconded, motion unanimously carried to approve Resolution 21-56 Final Acceptance of Contract 312 with ICON Constructors, LLC. See Resolution Below.

RESOLUTION NO. 21-56

**FINAL ACCEPTANCE FOR SAP 028-599-099
BRIDGE REPLACEMENT
CONTRACT # 312 – ICON CONSTRUCTORS LLC**

November 9, 2021

WHEREAS, Contract No. 312 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. 4 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve Change Order Request No. 31 in the amount of \$61,517.67 for creating a surcharge pile over the hoop structure areas and exporting excess material from the site at the new Highway Facility.

File No. 5 – Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to reappoint Dan Goetzinger and Tim McCormick as watershed managers to the Crooked Creek Watershed District.

File No. 6 – Motion by Commissioner Myhre seconded by Commissioner Severson, motion unanimously carried to approve a CUP for Daniel and Marissa Solum to build a dwelling on less than 40 acres in La Crescent Township.

File No. 7 – Motion by Commissioner Severson seconded by Commissioner Walter, motion unanimously carried to approve a CUP for Carl and Elizabeth Olson to build a dwelling on less than 40 acres in Sheldon Township.

File No. 8 – Before a motion was made Commissioners discussed next steps regarding the Environmental Services Director search. Information regarding rank order of interviewed candidates had been previously provided to the board. Human Resources Director Kruger requested permission from the board to move forward with next steps including checking references, conducting a background check, and negotiating pay with the first ranked interview candidate. Commissioners discussed the interview process. Initially, the candidates were ranked based on their applications and the top three candidates were interviewed. After the interview process the candidates had been ranked based on the interview. Commissioner Myhre said he was concerned with the cost of training the first ranked interview candidate. Commissioner Johnson said he did not want to make a job offer based on one interview. He suggested the board conduct second interviews or that each candidate be required to complete a project so the board could evaluate the work on the project. Motion by Commissioner Walter, seconded by Commissioner Severson, motion passed 3-2 to have Kruger proceed with next steps with the first ranked interview candidate. Commissioner Myhre and Commissioner Johnson voted no.

DISCUSSION ITEMS

Commissioner Severson said the Veteran's Services office was looking for drivers. Commissioner Severson said the extension of the Wagon Wheel Trail was beginning in La Crescent. The new addition to the trail would connect the City of La Crescent with Downtown La Crosse.

Chairperson Burns said that the new steps that were currently being worked on for the Historic Courthouse would need to be replaced due to a sloping issue. This would not be an additional cost to the County, but would delay the project completion. Chairperson Burns said he had the names of three agencies who could conduct comp plans. He suggested the County put out a new RFP for the work on the County's comprehensive land use plan. It was the general consensus of the Commissioners to discuss a revised RFP at the next workgroup session the following week.

Commissioner Mhyre and Chairperson Burns set up at time to meet regarding County finances and budget as a part of the finance committee.

Commissioners discussed the fact that Beacon the County's Geographic Information System (GIS) was not always accurate. Commissioners had heard from landowners in the County that Beacon's information regarding their properties was off. Commissioners agreed that the information on Beacon was not meant to replace or modify land surveys, deeds, and/or other legal instruments defining land ownership or use. Still, they acknowledged there was some confusion on this. Commissioners discussed the possibility of ways to make it more known to users that although Beacon could be used as a tool or guide it was not meant to replace or modify legal documents.

Public Comment: No final public comments were made.

There being no further business at 10:33 a.m., the meeting was adjourned. The next meeting would be a workgroup session on November 16, 2021.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: November 16, 2021

9:00a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present:

Auditor/Treasurer Donna Trehus, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, EDA Director/Board Clerk Allison Wagner, Interim Recorder Mary Betz, Zoning Administrator/Interim Environmental Services Director Amelia Meiners, and Elizabeth Myhre

Board Workgroup Session

Call to order.

The board discussed who should be a delegate and who should be an alternate to represent Houston County for Minnesota Counties Intergovernmental Trust (MCIT). It was the general consensus of the board that Chairperson Burns should be the delegate and that Commissioner Walter would be the alternate.

Commissioners discussed advertising a new RFP for the Comprehensive Land Use Plan. It was the general consensus of the board that EDA Director/Board Clerk Wagner and Environmental Services Director Meiners should work on a new RFP for the Comprehensive Land Use Plan. A RFP had previously been advertised, but the County had not received any proposals. It was the general consensus of the board that the information in the new RFP could be condensed hopefully making it more appealing for potential agencies to consider. The Commissioners also discussed using the lost revenue category of American Rescue Plan Act (ARPA) dollars to cover the cost of hiring an agency to facilitate the Comprehensive Land Use Plan.

Commissioners discussed a tentative plan and possible eligible uses for ARPA dollars.

The meeting was adjured at 11:04 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
November 23, 2021**

Date Submitted: 11.18.2021

By: Tess Kruger, HRD/Facilities Mgr.

ACTION REQUEST

Consiser approval of the Stipulated Mediated Settlement between AFSCME and Houston County regarding a labor contract grievance dated 10/01/2021

APPOINTMENT REQUEST

None

HR CONSENT AGENDA REQUEST

Assessor's Office

- **Change the employment status of Dylan Felten, Appraiser Trainee, from probationary to regular, effective 12/09/2021**
- **Change Kelly Petersen's job classification from Certified Minnesota Appraisers (B23, Step 3) to Certified Minnesota Appraisers Income Qualified (B24, Step 3) retroactive to 10/08/2021**

Auditor/Treasurer's Office

- **Accept the resignation of Mary Gulbranson, Deputy Auditor/Treasurer effective the close of the business day 12/02/2021 (We thank Ms. Gulbranson for her nearly 20 years of service to the residents of Houston County)**

Sherriff's Office

- **Approve Chief Deputy Sheriff's carrying over up to 80 hours of accrued vacation from 2021 to 2022**
- **Hire William Persons as a probationary Jailer/Dispatcher B23 Step 1, effective 12/06/2021 conditioned upon successful completion of physical and psychological evaluation**

Reviewed by:

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

Recommendation:

Decision:

HOUSTON COUNTY AGENDA REQUEST FORM

Date Submitted: 11.23.2021

By: Donna Trehus, Auditor/Treasurer

**CONSENT AGENDA REQUEST: STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT
SNOWMOBILE GRANT-IN-AID PROGRAM
FY 2022 MAINTENANCE AND GROOMING GRANTS**

Authorize Houston County Board Chair and County Auditor-Treasurer to sign on behalf of Houston County, the State of Minnesota Grant Contract Agreement Snowmobile Grant-in-Aid Program FY 201 Maintenance and Grooming Grants for the following:

Gopherland Trail -	\$ 49,549.72
LaCrescent Trail -	\$ 18,206.10
Money Creek and TH 76 Trail -	\$ 23,740.75
Viking Ridge Spring Grove -	\$ 20,419.96

The effective date of the Grant Contract will start on July 1, 2021 or the date the State accounting system shows sufficient allotment or encumbrance balance in the fund, allotment, or appropriation to meet this grant contract agreement per Minn. Stat. 16B.98 Subd. 5 and Subd. 7. and is set to expire on June 30,2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

ACTION ITEM:

Reviewed by:

____ HR Director

____ Finance Director

____ IS Director

____ County Attorney

____ Environmental Svcs

County

Sheriff

County

Engineer

PHHS

Other

(indicate
dept)

Auditor/Treasurer

Recommendation:

Decision:

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

**SNOWMOBILE GRANT-IN-AID PROGRAM
FY 2022 MAINTENANCE AND GROOMING GRANTS**

Contract #/PO:	203820	3000200501
Local Unit of Government Sponsor:	Houston County	
Trail/Club Name:	Gopherland Trail	
Grant Amount:	\$49,549.72	

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Houston County, 304 South Marshall St, Caledonia, MN 55921 ("GRANTEE").

Recitals

1. The Snowmobile Grant-in-Aid Program is established in Minn. Stat. 84.83 to provide grants to local units of government for the maintenance of snowmobile trails and the State is empowered to enter into this grant.
2. The Snowmobile Grant-in-Aid Program manual ("Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual", hereafter "manual") identifies the duties of the state and grantee, and any non-profit trail organizations the grantee may choose to sponsor for trail grooming and maintenance activities. In this contract and the manual, the terms "Grantee" and "Sponsor" are interchangeable. The manual is available at https://mndnr.gov/grants/recreation/gia_snowmobile.html, and is incorporated into this grant contract agreement by reference.
3. The State is in need of the services of the Sponsor to provide the maintenance and grooming of the following trail(s) specified in this grant contract agreement: Gopherland Trail \$49,549.72.
4. The Sponsor has applied to the State for a grant for the above identified trails and has submitted the Snowmobile Grant-in-Aid Program Maintenance and Grooming application form, required attachments, and resolution or official minutes of the Sponsor authorizing the proposed maintenance and grooming. The submitted application form and required attachments are hereinafter referred to as the "Plan."
5. Attachment. The Sponsor's resolution or official minutes are attached and incorporated into this grant contract agreement.
6. The Sponsor represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Sponsor agrees to minimize administrative costs as a condition of this grant and to follow the code of ethics pursuant to Minn.Stat. §43A.38 in administration of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

July 1, 2021 or the date the State accounting system shows sufficient allotment or encumbrance balance in the fund, allotment, or appropriation to meet this grant contract agreement and per Minn. Stat. §16B.98 Subd. 5 and Subd. 7. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Sponsor until this grant contract is fully executed.

1.2 *Expiration date:*

June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property Rights; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

1.4 Incur Expenses.

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2021 are eligible for reimbursement. Expenses incurred by the grantee or its subcontractors prior to contract execution (as permitted by Minnesota Statutes, section 84.026, Subd. 4(1)) require written pre-approval by the state's authorized representative prior to expenditure.

2 Sponsor's Duties

The Sponsor, who is not a state employee, will:

- (a) Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- (b) Maintain the proposed trails in accordance with the guidelines contained within the current Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual, hereinafter referred to as the "Manual" as accepted or amended by the State and available on the Snowmobile GIA Program webpage at http://www.dnr.state.mn.us/grants/recreation/gia_snowmobile.html. All work will be the responsibility of the Sponsor, its employees, or the sponsor's agent provided the agent is registered as a nonprofit corporation with the State of Minnesota.
- (c) Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.
- (d) Provide adequate maintenance and grooming on the Trail, which shall include keeping it reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance and grooming as may be required and in accordance with the trail grooming guidelines established in the manual. The Sponsor and not the State is responsible for maintaining signs and maintenance and grooming of the Trail.

3 Time

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

4 Consideration and Payment

4.1 Consideration.

The State agrees to disburse funds to the Sponsor pursuant to this Agreement based upon the satisfactory completion of significant performance benchmarks as identified below. This grant shall not exceed the Grant Amount as specified below. Funds not earned and paid out will be canceled annually at the end of the State's fiscal year (June 30).

4.2 Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Sponsor under this grant contract will not exceed \$49,549.72.

4.3 Payment

1. Trail Completion Benchmark, 45% of Total Grant Amount

Disbursement of these funds is contingent on the sponsor providing a high quality map that shows the final alignment of the trail and a Trail Completion Certification Form that the trail is open and available for use. The certification must be received by December 15th of that year. This includes having the trail brushed, bridges in repair, signs installed, gates were capable of being open (snow

permitting), and any other additional work needed. Also the Sponsor ensures that interest in lands to operate a snowmobile trail have been acquired through fee, easement, lease, permit, or other authorizations of interest throughout the entire Trail.

2. **Grooming Certification Benchmark, Opening – January 15, 25% of Total Grant Amount**
A portion of the grooming monies will be disbursed to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor that the trails have been properly groomed from opening day through January 15th. The certification must be received by February 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.
3. **Grooming Certification Benchmark, January 16 – Closing, 25% of Total Grant Amount**
The second disbursement of the grooming monies will be made to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor and verification that the trails were groomed to the satisfaction of the Sponsor from January 16th through the end of the season. The certification must be received by April 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.
4. **Trail Closure/Application Submission Benchmark, 5% of Total Grant Amount**
The final payment will be based upon the Trail Closure/Application Submission Certification form received from the Sponsor. The certification must be received by May 15th. A completed application for the next year must accompany the certification. Must provide evidence that Sponsor and Club attended spring training session conducted by DNR. A map indicating the “anticipated” alignment of the trail must also be submitted. A back-up grooming plan must also be provided.

4.4 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

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

5.1 Penalties

In addition to the penalties identified below, if its determined performance was not met the State reserves the right to reduce payment in the following year's agreement or to exclude the Sponsor from participation in the Snowmobile Grant-in-Aid Program.

1. If it is determined that the **Trail Completion Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 45% of the Total Annual Grant Amount.
2. If it is determined that the **Grooming Certification benchmark for the period of opening day through January 15** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
3. If it is determined that the **Grooming Certification benchmark for the period of January 16 through the end of the season** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
4. If it is determined that the **Trail Closure/Application Submission Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 5% of the total annual Grant Amount.

6 Authorized Representative

The State's Authorized Representative is Bob Storlie, Area Supervisor, 2118 Campus Dr. SE. Suite 100, Rochester, MN 55904, 507-206-2845, bob.storlie@state.mn.us, or his/her successor, and has the responsibility to monitor the Sponsor's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Sponsor's Authorized Representative is Donna Trehus, Auditor-Treasurer, 304 South Marshall St, Caledonia, MN 55921, 507-725-5803, donna.trehus@co.houston.mn.us. If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

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

7.2 Amendments

Any amendments to this grant 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 grant contract, or their successors in office.

7.3 Waiver

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

7.4 Grant Contract Complete

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

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Sponsor's or the sponsor's agent's books, records, documents, and accounting procedures and practices of the Sponsor, the sponsor's agent, 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.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Sponsor 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 contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Sponsor under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Sponsor or the State. If the Sponsor receives a request to release the data referred to in this Clause, the Sponsor must immediately notify the State. The State will give the Sponsor instructions concerning the release of the data to the requesting party before the data is released. The Sponsor's response to the request shall comply with applicable law

10.2 Intellectual Property Rights

(a) Intellectual Property Rights. The State owns 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 contract.

(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 Sponsor, including its employees and subcontractors, in the performance of this contract, the Sponsor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized

Representative with complete information and/or disclosure thereon.

2. Representation. The Sponsor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Sponsor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Sponsor represents and warrants that the Works and Documents do not will not infringe upon any intellectual property rights of other persons or entities. The sponsor will indemnify, defend, to the extent permitted by the Attorney General and hold harmless the State, at the Sponsor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the Works and Documents infringe upon the intellectual property rights of others. The Sponsor 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 the Sponsor's or the State's opinion is likely to arise, the Sponsor 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.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Sponsor's website when practicable.

12.2 Endorsement

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination and Funding

14.1 Termination by the State

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

14.2 Termination for Cause

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

and requiring the return of all or part of the funds already disbursed.

14.3 *Termination or Reduction for Insufficient Funding*

The state can reduce or terminate this grant contract if:

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

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Sponsor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Sponsor 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 Sponsor notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 *Termination by Contract*

This grant contract may also be terminated upon mutual agreement by the State and the Sponsor.

14.5 *Funding*

The State's sole responsibility under this Agreement is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints, including but not limited to the Minnesota Legislature not appropriating sufficient funding for the program or there not being enough funding in the snowmobile account, the grant amount may be reduced or this contract may be terminated by the State. Due to variability in revenues to the snowmobile account, the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Sponsor 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 Sponsor to file state tax returns and pay delinquent state tax liabilities, if any.

16 Invasive Species Prevention

16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work.

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail(s) by ensuring the cleaning of equipment prior to arriving at the Trail(s) site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control.

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

TERRESTRIAL WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

AQUATIC WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the project site includes a water body, the grantee shall clean equipment and clothing as noted above, prior to entering and leaving the water body. Prior to leaving the water body, drain water from all equipment, tanks or water retaining components of boats (motors, live well and bilge). Immediately after leaving the water body, drain water from transom wells onto dry land.

16.2 Cleaning and disposal of material cleaned.

If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

17 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here:

https://mndnr.gov/pollinator_resources/index.html, ***DNR Pollinator Best Management Practices and Habitat Restoration Guidelines.***

18 Accessibility

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>.

19 Technical Assistance

Upon the request of the Sponsor to the extent possible, the State will provide technical assistance with major problems encountered in the maintenance and grooming of the Trail.

20 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

20.1 The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

20.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

21 Whistleblower Protection Rights

Recipient Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.

(a) This award and employees working on this financial assistance contract will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

22 Conflict of Interest

It is the policy of the State of Minnesota to work to deliberately avoid actual and potential conflicts of interest related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

23 COVID-19

All work completed for this contract must adhere to the following conditions until all State executive orders related to COVID 19 are rescinded or expire.

(a) Allowed activities and work performed should, to the maximum extent possible, be conducted in a manner that adheres to Minnesota Occupational Safety and Health Standards and the Minnesota Department of Health and CDC Guidelines related to COVID-19, including social distancing and hygiene.

(b) The current list of exemptions and guidelines is maintained on the Department of Health's Stay Safe MN website <https://staysafe.mn.gov/>.

24 Force majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15

Signed: Karen Potvin Digitally signed by Karen Potvin
Date: 2021.11.11 07:01:08 -06'00'

SWIFT Contract/PO No(s). 203820/PO# 3000200501

2. SPONSOR

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Sponsor

State's Authorized Representative

RESOLUTION NO. 21-25

GOPHERLAND SNOWMOBILE TRAIL

May 25, 2021

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of Gopherland Trails and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Gopherland Trails agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Gopherland Trail for the 2021-2022 snowmobile season.

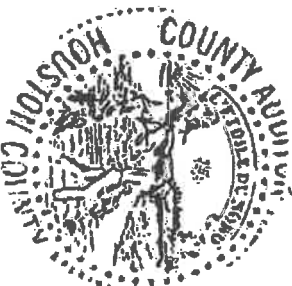
*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a session dated May 25, 2021.

WITNESS my hand and the seal of my office this 25th day of May, 2021.



A handwritten signature in black ink that reads "Donna Trehus".

Donna Trehus, County Auditor-Treasurer

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

**SNOWMOBILE GRANT-IN-AID PROGRAM
FY 2022 MAINTENANCE AND GROOMING GRANTS**

Contract #/PO:	203821	3000200502
Local Unit of Government Sponsor:	Houston County	
Trail/Club Name:	LaCrescent Trail	
Grant Amount:	\$18,206.10	

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Houston County, 304 South Marshall St, Caledonia, MN 55921. ("GRANTEE").

Recitals

1. The Snowmobile Grant-in-Aid Program is established in Minn. Stat. 84.83 to provide grants to local units of government for the maintenance of snowmobile trails and the State is empowered to enter into this grant.
2. The Snowmobile Grant-in-Aid Program manual ("Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual", hereafter "manual") identifies the duties of the state and grantee, and any non-profit trail organizations the grantee may choose to sponsor for trail grooming and maintenance activities. In this contract and the manual, the terms "Grantee" and "Sponsor" are interchangeable. The manual is available at https://mndnr.gov/grants/recreation/gia_snowmobile.html, and is incorporated into this grant contract agreement by reference.
3. The State is in need of the services of the Sponsor to provide the maintenance and grooming of the following trail(s) specified in this grant contract agreement: LaCrescent Trail \$18,206.10.
4. The Sponsor has applied to the State for a grant for the above identified trails and has submitted the Snowmobile Grant-in-Aid Program Maintenance and Grooming application form, required attachments, and resolution or official minutes of the Sponsor authorizing the proposed maintenance and grooming. The submitted application form and required attachments are hereinafter referred to as the "Plan."
5. Attachment. The Sponsor's resolution or official minutes are attached and incorporated into this grant contract agreement.
6. The Sponsor represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Sponsor agrees to minimize administrative costs as a condition of this grant and to follow the code of ethics pursuant to Minn.Stat. §43A.38 in administration of this grant.

Grant Contract

1 Term of Grant Contract

1.1 Effective date:

July 1, 2021 or the date the State accounting system shows sufficient allotment or encumbrance balance in the fund, allotment, or appropriation to meet this grant contract agreement and per Minn. Stat. §16B.98 Subd. 5 and Subd. 7. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Sponsor until this grant contract is fully executed.

1.2 Expiration date:

June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property Rights; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

1.4 Incur Expenses.

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2021 are eligible for reimbursement. Expenses incurred by the grantee or its subcontractors prior to contract execution (as permitted by Minnesota Statutes, section 84.026, Subd. 4(1)) require written pre-approval by the state's authorized representative prior to expenditure.

2 Sponsor's Duties

The Sponsor, who is not a state employee, will:

- (a) Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- (b) Maintain the proposed trails in accordance with the guidelines contained within the current Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual, hereinafter referred to as the "Manual" as accepted or amended by the State and available on the Snowmobile GIA Program webpage at http://www.dnr.state.mn.us/grants/recreation/gia_snowmobile.html. All work will be the responsibility of the Sponsor, its employees, or the sponsor's agent provided the agent is registered as a nonprofit corporation with the State of Minnesota.
- (c) Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.
- (d) Provide adequate maintenance and grooming on the Trail, which shall include keeping it reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance and grooming as may be required and in accordance with the trail grooming guidelines established in the manual. The Sponsor and not the State is responsible for maintaining signs and maintenance and grooming of the Trail.

3 Time

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

4 Consideration and Payment

4.1 Consideration.

The State agrees to disburse funds to the Sponsor pursuant to this Agreement based upon the satisfactory completion of significant performance benchmarks as identified below. This grant shall not exceed the Grant Amount as specified below. Funds not earned and paid out will be canceled annually at the end of the State's fiscal year (June 30).

4.2 Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Sponsor under this grant contract will not exceed \$18,206.10.

4.3 Payment

1. Trail Completion Benchmark, 45% of Total Grant Amount

Disbursement of these funds is contingent on the sponsor providing a high quality map that shows the final alignment of the trail and a Trail Completion Certification Form that the trail is open and available for use. The certification must be received by December 15th of that year. This includes having the trail brushed, bridges in repair, signs installed, gates were capable of being open (snow

permitting), and any other additional work needed. Also the Sponsor ensures that interest in lands to operate a snowmobile trail have been acquired through fee, easement, lease, permit, or other authorizations of interest throughout the entire Trail.

2. **Grooming Certification Benchmark, Opening – January 15, 25% of Total Grant Amount**
A portion of the grooming monies will be disbursed to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor that the trails have been properly groomed from opening day through January 15th. The certification must be received by February 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.
3. **Grooming Certification Benchmark, January 16 – Closing, 25% of Total Grant Amount**
The second disbursement of the grooming monies will be made to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor and verification that the trails were groomed to the satisfaction of the Sponsor from January 16th through the end of the season. The certification must be received by April 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.
4. **Trail Closure/Application Submission Benchmark, 5% of Total Grant Amount**
The final payment will be based upon the Trail Closure/Application Submission Certification form received from the Sponsor. The certification must be received by May 15th. A completed application for the next year must accompany the certification. Must provide evidence that Sponsor and Club attended spring training session conducted by DNR. A map indicating the “anticipated” alignment of the trail must also be submitted. A back-up grooming plan must also be provided.

4.4 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

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

5.1 Penalties

In addition to the penalties identified below, if its determined performance was not met the State reserves the right to reduce payment in the following year's agreement or to exclude the Sponsor from participation in the Snowmobile Grant-in-Aid Program.

1. If it is determined that the **Trail Completion Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 45% of the Total Annual Grant Amount.
2. If it is determined that the **Grooming Certification benchmark for the period of opening day through January 15** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
3. If it is determined that the **Grooming Certification benchmark for the period of January 16 through the end of the season** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
4. If it is determined that the **Trail Closure/Application Submission Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 5% of the total annual Grant Amount.

6 Authorized Representative

The State's Authorized Representative is Bob Storlie, Area Supervisor, 2118 Campus Dr. SE. Suite 100, Rochester, MN 55904, 507-206-2845, bob.storlie@state.mn.us, or his/her successor, and has the responsibility to monitor the Sponsor's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Sponsor's Authorized Representative is Donna Trehus, Auditor-Treasurer, 304 South Marshall St, Caledonia, MN 55921, 507-725-5803, donna.trehus@co.houston.mn.us. If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

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

7.2 Amendments

Any amendments to this grant 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 grant contract, or their successors in office.

7.3 Waiver

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

7.4 Grant Contract Complete

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

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Sponsor's or the sponsor's agent's books, records, documents, and accounting procedures and practices of the Sponsor, the sponsor's agent, 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.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Sponsor 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 contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Sponsor under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Sponsor or the State. If the Sponsor receives a request to release the data referred to in this Clause, the Sponsor must immediately notify the State. The State will give the Sponsor instructions concerning the release of the data to the requesting party before the data is released. The Sponsor's response to the request shall comply with applicable law

10.2 Intellectual Property Rights

(a) Intellectual Property Rights. The State owns 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 contract.

(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 Sponsor, including its employees and subcontractors, in the performance of this contract, the Sponsor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized

Representative with complete information and/or disclosure thereon.

2. Representation. The Sponsor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Sponsor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Sponsor represents and warrants that the Works and Documents do not will not infringe upon any intellectual property rights of other persons or entities. The sponsor will indemnify, defend, to the extent permitted by the Attorney General and hold harmless the State, at the Sponsor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the Works and Documents infringe upon the intellectual property rights of others. The Sponsor 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 the Sponsor's or the State's opinion is likely to arise, the Sponsor 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.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Sponsor's website when practicable.

12.2 Endorsement

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination and Funding

14.1 Termination by the State

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

14.2 Termination for Cause

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

and requiring the return of all or part of the funds already disbursed.

14.3 Termination or Reduction for Insufficient Funding

The state can reduce or terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Sponsor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Sponsor 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 Sponsor notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Termination by Contract

This grant contract may also be terminated upon mutual agreement by the State and the Sponsor.

14.5 Funding

The State's sole responsibility under this Agreement is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints, including but not limited to the Minnesota Legislature not appropriating sufficient funding for the program or there not being enough funding in the snowmobile account, the grant amount may be reduced or this contract may be terminated by the State. Due to variability in revenues to the snowmobile account, the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Sponsor 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 Sponsor to file state tax returns and pay delinquent state tax liabilities, if any.

16 Invasive Species Prevention

16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work.

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail(s) by ensuring the cleaning of equipment prior to arriving at the Trail(s) site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control.

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

TERRESTRIAL WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

AQUATIC WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the project site includes a water body, the grantee shall clean equipment and clothing as noted above, prior to entering and leaving the water body. Prior to leaving the water body, drain water from all equipment, tanks or water retaining components of boats (motors, live well and bilge). Immediately after leaving the water body, drain water from transom wells onto dry land.

16.2 Cleaning and disposal of material cleaned.

If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

17 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here:

https://mndnr.gov/pollinator_resources/index.html, ***DNR Pollinator Best Management Practices and Habitat Restoration Guidelines.***

18 Accessibility

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>.

19 Technical Assistance

Upon the request of the Sponsor to the extent possible, the State will provide technical assistance with major problems encountered in the maintenance and grooming of the Trail.

20 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

20.1 The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

20.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

21 Whistleblower Protection Rights

Recipient Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.

(a) This award and employees working on this financial assistance contract will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

22 Conflict of Interest

It is the policy of the State of Minnesota to work to deliberately avoid actual and potential conflicts of interest related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

23 COVID-19

All work completed for this contract must adhere to the following conditions until all State executive orders related to COVID 19 are rescinded or expire.

(a) Allowed activities and work performed should, to the maximum extent possible, be conducted in a manner that adheres to Minnesota Occupational Safety and Health Standards and the Minnesota Department of Health and CDC Guidelines related to COVID-19, including social distancing and hygiene.

(b) The current list of exemptions and guidelines is maintained on the Department of Health's Stay Safe MN website <https://staysafe.mn.gov/>.

24 Force majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15

Signed: Karen Potvin Digitally signed by Karen Potvin
Date: 2021.11.11 07:05:51 -06'00'

Date: _____

SWIFT Contract/PO No(s). 203821/PO# 3000200502

2. SPONSOR

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Sponsor

State's Authorized Representative

RESOLUTION NO. 21-27

LA CRESCENT SNOWMOBILE TRAIL

May 25, 2021

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of La Crescent Snowmobile Trail and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the La Crescent Snowmobile Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the La Crescent Trail for the 2021-2022 snowmobile season.

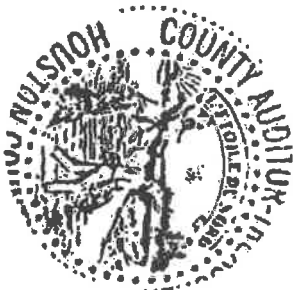
*******CERTIFICATION*******

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a special session dated May 25, 2021.

WITNESS my hand and the seal of my office this 25th day of May, 2021.




Donna Trehus, County Auditor-Treasurer

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

**SNOWMOBILE GRANT-IN-AID PROGRAM
FY 2022 MAINTENANCE AND GROOMING GRANTS**

Contract #/PO:	203827	3000200508
Local Unit of Government Sponsor:	Houston County	
Trail/Club Name:	Money Creek and TH 76 Trail	
Grant Amount:	\$23,740.75	

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Houston County, 304 South Marshall St, Caledonia, MN 55921. ("GRANTEE").

Recitals

1. The Snowmobile Grant-in-Aid Program is established in Minn. Stat. 84.83 to provide grants to local units of government for the maintenance of snowmobile trails and the State is empowered to enter into this grant.
2. The Snowmobile Grant-in-Aid Program manual ("Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual", hereafter "manual") identifies the duties of the state and grantee, and any non-profit trail organizations the grantee may choose to sponsor for trail grooming and maintenance activities. In this contract and the manual, the terms "Grantee" and "Sponsor" are interchangeable. The manual is available at https://mndnr.gov/grants/recreation/gia_snowmobile.html, and is incorporated into this grant contract agreement by reference.
3. The State is in need of the services of the Sponsor to provide the maintenance and grooming of the following trail(s) specified in this grant contract agreement: Money Creek and TH 76 Trail \$23,740.75.
4. The Sponsor has applied to the State for a grant for the above identified trails and has submitted the Snowmobile Grant-in-Aid Program Maintenance and Grooming application form, required attachments, and resolution or official minutes of the Sponsor authorizing the proposed maintenance and grooming. The submitted application form and required attachments are hereinafter referred to as the "Plan."
5. Attachment. The Sponsor's resolution or official minutes are attached and incorporated into this grant contract agreement.
6. The Sponsor represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Sponsor agrees to minimize administrative costs as a condition of this grant and to follow the code of ethics pursuant to Minn.Stat. §43A.38 in administration of this grant.

Grant Contract

1 Term of Grant Contract

1.1 Effective date:

July 1, 2021 or the date the State accounting system shows sufficient allotment or encumbrance balance in the fund, allotment, or appropriation to meet this grant contract agreement and per Minn. Stat. §16B.98 Subd. 5 and Subd. 7. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Sponsor until this grant contract is fully executed.

1.2 Expiration date:

June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property Rights; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

1.4 Incur Expenses.

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2021 are eligible for reimbursement. Expenses incurred by the grantee or its subcontractors prior to contract execution (as permitted by Minnesota Statutes, section 84.026, Subd. 4(1)) require written pre-approval by the state's authorized representative prior to expenditure.

2 Sponsor's Duties

The Sponsor, who is not a state employee, will:

- (a) Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- (b) Maintain the proposed trails in accordance with the guidelines contained within the current Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual, hereinafter referred to as the "Manual" as accepted or amended by the State and available on the Snowmobile GIA Program webpage at http://www.dnr.state.mn.us/grants/recreation/gia_snowmobile.html. All work will be the responsibility of the Sponsor, its employees, or the sponsor's agent provided the agent is registered as a nonprofit corporation with the State of Minnesota.
- (c) Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.
- (d) Provide adequate maintenance and grooming on the Trail, which shall include keeping it reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance and grooming as may be required and in accordance with the trail grooming guidelines established in the manual. The Sponsor and not the State is responsible for maintaining signs and maintenance and grooming of the Trail.

3 Time

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

4 Consideration and Payment

4.1 Consideration.

The State agrees to disburse funds to the Sponsor pursuant to this Agreement based upon the satisfactory completion of significant performance benchmarks as identified below. This grant shall not exceed the Grant Amount as specified below. Funds not earned and paid out will be canceled annually at the end of the State's fiscal year (June 30).

4.2 Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Sponsor under this grant contract will not exceed \$23,740.75.

4.3 Payment

1. Trail Completion Benchmark, 45% of Total Grant Amount

Disbursement of these funds is contingent on the sponsor providing a high quality map that shows the final alignment of the trail and a Trail Completion Certification Form that the trail is open and available for use. The certification must be received by December 15th of that year. This includes having the trail brushed, bridges in repair, signs installed, gates were capable of being open (snow

permitting), and any other additional work needed. Also the Sponsor ensures that interest in lands to operate a snowmobile trail have been acquired through fee, easement, lease, permit, or other authorizations of interest throughout the entire Trail.

2. Grooming Certification Benchmark, Opening – January 15, 25% of Total Grant Amount

A portion of the grooming monies will be disbursed to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor that the trails have been properly groomed from opening day through January 15th. The certification must be received by February 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

3. Grooming Certification Benchmark, January 16 – Closing, 25% of Total Grant Amount

The second disbursement of the grooming monies will be made to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor and verification that the trails were groomed to the satisfaction of the Sponsor from January 16th through the end of the season. The certification must be received by April 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

4. Trail Closure/Application Submission Benchmark, 5% of Total Grant Amount

The final payment will be based upon the Trail Closure/Application Submission Certification form received from the Sponsor. The certification must be received by May 15th. A completed application for the next year must accompany the certification. Must provide evidence that Sponsor and Club attended spring training session conducted by DNR. A map indicating the “anticipated” alignment of the trail must also be submitted. A back-up grooming plan must also be provided.

4.4 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

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

5.1 Penalties

In addition to the penalties identified below, if its determined performance was not met the State reserves the right to reduce payment in the following year's agreement or to exclude the Sponsor from participation in the Snowmobile Grant-in-Aid Program.

1. If it is determined that the **Trail Completion Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 45% of the Total Annual Grant Amount.
2. If it is determined that the **Grooming Certification benchmark for the period of opening day through January 15** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
3. If it is determined that the **Grooming Certification benchmark for the period of January 16 through the end of the season** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
4. If it is determined that the **Trail Closure/Application Submission Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 5% of the total annual Grant Amount.

6 Authorized Representative

The State's Authorized Representative is Bob Storlie, Area Supervisor, 2118 Campus Dr. SE. Suite 100, Rochester, MN 55904, 507-206-2845, bob.storlie@state.mn.us, or his/her successor, and has the responsibility to monitor the Sponsor's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Sponsor's Authorized Representative is Donna Trehus, Auditor-Treasurer, 304 South Marshall St, Caledonia, MN 55921, 507-725-5803, donna.trehus@co.houston.mn.us. If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

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

7.2 Amendments

Any amendments to this grant 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 grant contract, or their successors in office.

7.3 Waiver

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

7.4 Grant Contract Complete

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

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Sponsor's or the sponsor's agent's books, records, documents, and accounting procedures and practices of the Sponsor, the sponsor's agent, 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.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Sponsor 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 contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Sponsor under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Sponsor or the State. If the Sponsor receives a request to release the data referred to in this Clause, the Sponsor must immediately notify the State. The State will give the Sponsor instructions concerning the release of the data to the requesting party before the data is released. The Sponsor's response to the request shall comply with applicable law

10.2 Intellectual Property Rights

(a) Intellectual Property Rights. The State owns 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 contract.

(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 Sponsor, including its employees and subcontractors, in the performance of this contract, the Sponsor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized

Representative with complete information and/or disclosure thereon.

2. Representation. The Sponsor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Sponsor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Sponsor represents and warrants that the Works and Documents do not will not infringe upon any intellectual property rights of other persons or entities. The sponsor will indemnify, defend, to the extent permitted by the Attorney General and hold harmless the State, at the Sponsor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the Works and Documents infringe upon the intellectual property rights of others. The Sponsor 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 the Sponsor's or the State's opinion is likely to arise, the Sponsor 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.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Sponsor's website when practicable.

12.2 Endorsement

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination and Funding

14.1 Termination by the State

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

14.2 Termination for Cause

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

and requiring the return of all or part of the funds already disbursed.

14.3 Termination or Reduction for Insufficient Funding

The state can reduce or terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Sponsor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Sponsor 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 Sponsor notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Termination by Contract

This grant contract may also be terminated upon mutual agreement by the State and the Sponsor.

14.5 Funding

The State's sole responsibility under this Agreement is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints, including but not limited to the Minnesota Legislature not appropriating sufficient funding for the program or there not being enough funding in the snowmobile account, the grant amount may be reduced or this contract may be terminated by the State. Due to variability in revenues to the snowmobile account, the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Sponsor 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 Sponsor to file state tax returns and pay delinquent state tax liabilities, if any.

16 Invasive Species Prevention

16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work.

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail(s) by ensuring the cleaning of equipment prior to arriving at the Trail(s) site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control.

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

TERRESTRIAL WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

AQUATIC WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the project site includes a water body, the grantee shall clean equipment and clothing as noted above, prior to entering and leaving the water body. Prior to leaving the water body, drain water from all equipment, tanks or water retaining components of boats (motors, live well and bilge). Immediately after leaving the water body, drain water from transom wells onto dry land.

16.2 Cleaning and disposal of material cleaned.

If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

17 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here:

https://mndnr.gov/pollinator_resources/index.html, *DNR Pollinator Best Management Practices and Habitat Restoration Guidelines*.

18 Accessibility

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>.

19 Technical Assistance

Upon the request of the Sponsor to the extent possible, the State will provide technical assistance with major problems encountered in the maintenance and grooming of the Trail.

20 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

20.1 The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

20.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

21 Whistleblower Protection Rights

Recipient Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.

(a) This award and employees working on this financial assistance contract will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

22 Conflict of Interest

It is the policy of the State of Minnesota to work to deliberately avoid actual and potential conflicts of interest related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

23 COVID-19

All work completed for this contract must adhere to the following conditions until all State executive orders related to COVID 19 are rescinded or expire.

(a) Allowed activities and work performed should, to the maximum extent possible, be conducted in a manner that adheres to Minnesota Occupational Safety and Health Standards and the Minnesota Department of Health and CDC Guidelines related to COVID-19, including social distancing and hygiene.

(b) The current list of exemptions and guidelines is maintained on the Department of Health's Stay Safe MN website <https://staysafe.mn.gov/>.

24 Force majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15

Signed: Karen Potvin Digitally signed by Karen Potvin
Date: 2021.11.11 07:43:53 -06'00'

SWIFT Contract/PO No(s). 203827/PO# 3000200508

2. SPONSOR

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Sponsor

State's Authorized Representative

RESOLUTION NO. 21-26

HOUSTON MONEY CREEK SNOWMOBILE TRAIL

May 25, 2021

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of Houston Money Creek Snowmobile Club and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Houston Money Creek Snowmobile Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Houston Money Creek Trail for the 2021-2022 snowmobile season.

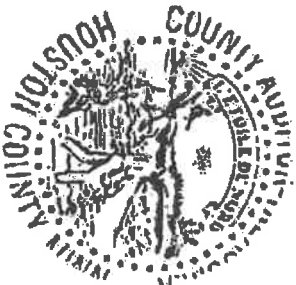
*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a session dated May 25, 2021.

WITNESS my hand and the seal of my office this 25th day of May, 2021.



Donna Trehus

Donna Trehus, County Auditor-Treasurer

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

**SNOWMOBILE GRANT-IN-AID PROGRAM
FY 2022 MAINTENANCE AND GROOMING GRANTS**

Contract #/PO:	203828	3000200509
Local Unit of Government Sponsor:	Houston County	
Trail/Club Name:	Viking Ridge Spring Grove	
Grant Amount:	\$20,419.96	

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Houston County, 304 South Marshall St, Caledonia, MN 55921. ("GRANTEE").

Recitals

1. The Snowmobile Grant-in-Aid Program is established in Minn. Stat. 84.83 to provide grants to local units of government for the maintenance of snowmobile trails and the State is empowered to enter into this grant.
2. The Snowmobile Grant-in-Aid Program manual ("Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual", hereafter "manual") identifies the duties of the state and grantee, and any non-profit trail organizations the grantee may choose to sponsor for trail grooming and maintenance activities. In this contract and the manual, the terms "Grantee" and "Sponsor" are interchangeable. The manual is available at https://mndnr.gov/grants/recreation/gia_snowmobile.html, and is incorporated into this grant contract agreement by reference.
3. The State is in need of the services of the Sponsor to provide the maintenance and grooming of the following trail(s) specified in this grant contract agreement: Viking Ridge Spring Grove \$20,419.96.
4. The Sponsor has applied to the State for a grant for the above identified trails and has submitted the Snowmobile Grant-in-Aid Program Maintenance and Grooming application form, required attachments, and resolution or official minutes of the Sponsor authorizing the proposed maintenance and grooming. The submitted application form and required attachments are hereinafter referred to as the "Plan."
5. Attachment. The Sponsor's resolution or official minutes are attached and incorporated into this grant contract agreement.
6. The Sponsor represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Sponsor agrees to minimize administrative costs as a condition of this grant and to follow the code of ethics pursuant to Minn.Stat. §43A.38 in administration of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

July 1, 2021 or the date the State accounting system shows sufficient allotment or encumbrance balance in the fund, allotment, or appropriation to meet this grant contract agreement and per Minn. Stat. §16B.98 Subd. 5 and Subd. 7. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Sponsor until this grant contract is fully executed.

1.2 *Expiration date:*

June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property Rights; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

1.4 Incur Expenses.

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2021 are eligible for reimbursement. Expenses incurred by the grantee or its subcontractors prior to contract execution (as permitted by Minnesota Statutes, section 84.026, Subd. 4(1)) require written pre-approval by the state's authorized representative prior to expenditure.

2 Sponsor's Duties

The Sponsor, who is not a state employee, will:

- (a) Comply with required grants management policies and procedures set forth through Minn.Stat. § 16B.97, Subd. 4 (a) (1).
- (b) Maintain the proposed trails in accordance with the guidelines contained within the current Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual, hereinafter referred to as the "Manual" as accepted or amended by the State and available on the Snowmobile GIA Program webpage at http://www.dnr.state.mn.us/grants/recreation/gia_snowmobile.html. All work will be the responsibility of the Sponsor, its employees, or the sponsor's agent provided the agent is registered as a nonprofit corporation with the State of Minnesota.
- (c) Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.
- (d) Provide adequate maintenance and grooming on the Trail, which shall include keeping it reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance and grooming as may be required and in accordance with the trail grooming guidelines established in the manual. The Sponsor and not the State is responsible for maintaining signs and maintenance and grooming of the Trail.

3 Time

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

4 Consideration and Payment

4.1 Consideration.

The State agrees to disburse funds to the Sponsor pursuant to this Agreement based upon the satisfactory completion of significant performance benchmarks as identified below. This grant shall not exceed the Grant Amount as specified below. Funds not earned and paid out will be canceled annually at the end of the State's fiscal year (June 30).

4.2 Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Sponsor under this grant contract will not exceed \$20,419.96.

4.3 Payment

1. Trail Completion Benchmark, 45% of Total Grant Amount

Disbursement of these funds is contingent on the sponsor providing a high quality map that shows the final alignment of the trail and a Trail Completion Certification Form that the trail is open and available for use. The certification must be received by December 15th of that year. This includes having the trail brushed, bridges in repair, signs installed, gates were capable of being open (snow

permitting), and any other additional work needed. Also the Sponsor ensures that interest in lands to operate a snowmobile trail have been acquired through fee, easement, lease, permit, or other authorizations of interest throughout the entire Trail.

2. **Grooming Certification Benchmark, Opening – January 15, 25% of Total Grant Amount**
A portion of the grooming monies will be disbursed to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor that the trails have been properly groomed from opening day through January 15th. The certification must be received by February 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.
3. **Grooming Certification Benchmark, January 16 – Closing, 25% of Total Grant Amount**
The second disbursement of the grooming monies will be made to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor and verification that the trails were groomed to the satisfaction of the Sponsor from January 16th through the end of the season. The certification must be received by April 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.
4. **Trail Closure/Application Submission Benchmark, 5% of Total Grant Amount**
The final payment will be based upon the Trail Closure/Application Submission Certification form received from the Sponsor. The certification must be received by May 15th. A completed application for the next year must accompany the certification. Must provide evidence that Sponsor and Club attended spring training session conducted by DNR. A map indicating the “anticipated” alignment of the trail must also be submitted. A back-up grooming plan must also be provided.

4.4 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

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

5.1 Penalties

In addition to the penalties identified below, if its determined performance was not met the State reserves the right to reduce payment in the following year's agreement or to exclude the Sponsor from participation in the Snowmobile Grant-in-Aid Program.

1. If it is determined that the **Trail Completion Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 45% of the Total Annual Grant Amount.
2. If it is determined that the **Grooming Certification benchmark for the period of opening day through January 15** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
3. If it is determined that the **Grooming Certification benchmark for the period of January 16 through the end of the season** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
4. If it is determined that the **Trail Closure/Application Submission Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 5% of the total annual Grant Amount.

6 Authorized Representative

The State's Authorized Representative is Bob Storlie, Area Supervisor, 2118 Campus Dr. SE. Suite 100, Rochester, MN 55904, 507-206-2845, bob.storlie@state.mn.us, or his/her successor, and has the responsibility to monitor the Sponsor's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Sponsor's Authorized Representative is Donna Trehus, Auditor-Treasurer, 304 South Marshall St, Caledonia, MN 55921, 507-725-5803, donna.trehus@co.houston.mn.us. If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

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

7.2 Amendments

Any amendments to this grant 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 grant contract, or their successors in office.

7.3 Waiver

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

7.4 Grant Contract Complete

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

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Sponsor's or the sponsor's agent's books, records, documents, and accounting procedures and practices of the Sponsor, the sponsor's agent, 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.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Sponsor 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 contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Sponsor under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Sponsor or the State. If the Sponsor receives a request to release the data referred to in this Clause, the Sponsor must immediately notify the State. The State will give the Sponsor instructions concerning the release of the data to the requesting party before the data is released. The Sponsor's response to the request shall comply with applicable law

10.2 Intellectual Property Rights

(a) Intellectual Property Rights. The State owns 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 contract.

(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 Sponsor, including its employees and subcontractors, in the performance of this contract, the Sponsor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized

Representative with complete information and/or disclosure thereon.

2. Representation. The Sponsor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Sponsor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Sponsor represents and warrants that the Works and Documents do not will not infringe upon any intellectual property rights of other persons or entities. The sponsor will indemnify, defend, to the extent permitted by the Attorney General and hold harmless the State, at the Sponsor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the Works and Documents infringe upon the intellectual property rights of others. The Sponsor 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 the Sponsor's or the State's opinion is likely to arise, the Sponsor 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.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Sponsor's website when practicable.

12.2 Endorsement

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination and Funding

14.1 Termination by the State

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

14.2 Termination for Cause

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

and requiring the return of all or part of the funds already disbursed.

14.3 Termination or Reduction for Insufficient Funding

The state can reduce or terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Sponsor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Sponsor 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 Sponsor notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Termination by Contract

This grant contract may also be terminated upon mutual agreement by the State and the Sponsor.

14.5 Funding

The State's sole responsibility under this Agreement is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints, including but not limited to the Minnesota Legislature not appropriating sufficient funding for the program or there not being enough funding in the snowmobile account, the grant amount may be reduced or this contract may be terminated by the State. Due to variability in revenues to the snowmobile account, the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Sponsor 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 Sponsor to file state tax returns and pay delinquent state tax liabilities, if any.

16 Invasive Species Prevention

16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work.

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail(s) by ensuring the cleaning of equipment prior to arriving at the Trail(s) site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control.

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

TERRESTRIAL WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

AQUATIC WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the project site includes a water body, the grantee shall clean equipment and clothing as noted above, prior to entering and leaving the water body. Prior to leaving the water body, drain water from all equipment, tanks or water retaining components of boats (motors, live well and bilge). Immediately after leaving the water body, drain water from transom wells onto dry land.

16.2 Cleaning and disposal of material cleaned.

If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

17 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here:

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Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>.

19 Technical Assistance

Upon the request of the Sponsor to the extent possible, the State will provide technical assistance with major problems encountered in the maintenance and grooming of the Trail.

20 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

20.1 The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

20.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

21 Whistleblower Protection Rights

Recipient Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.

(a) This award and employees working on this financial assistance contract will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

22 Conflict of Interest

It is the policy of the State of Minnesota to work to deliberately avoid actual and potential conflicts of interest related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

23 COVID-19

All work completed for this contract must adhere to the following conditions until all State executive orders related to COVID 19 are rescinded or expire.

(a) Allowed activities and work performed should, to the maximum extent possible, be conducted in a manner that adheres to Minnesota Occupational Safety and Health Standards and the Minnesota Department of Health and CDC Guidelines related to COVID-19, including social distancing and hygiene.

(b) The current list of exemptions and guidelines is maintained on the Department of Health's Stay Safe MN website <https://staysafe.mn.gov/>.

24 Force majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15

Signed: Karen Potvin Digitally signed by Karen Potvin
Date: 2021.11.11 07:47:33 -06'00'

Date: _____

SWIFT Contract/PO No(s). 200828/PO# 3000200509

2. SPONSOR

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Sponsor

State's Authorized Representative

RESOLUTION NO. 21-24

VIKING SNOWMOBILE TRAIL

May 25, 2021

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Viking Ridge Riders agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Viking Snowmobile Trail for the 2021-2022 snowmobile season.

*****CERTIFICATION*****

STATE OF MINNESOTA

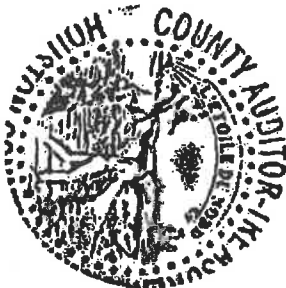
COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a session dated May 25, 2021.

WITNESS my hand and the seal of my office this 25th day of May, 2021.

Donna Trehus

Donna Trehus, County Auditor-Treasurer



HOUSTON COUNTY AGENDA REQUEST FORM

Date Submitted: 11.23.2021

By: Donna Trehus, Auditor/Treasurer

**CONSENT AGENDA REQUEST: LexisNexis VitalChek Network Inc.
Payment Solutions Service Agreement**

Authorize Houston County Auditor-Treasurer to sign on behalf of Houston County, the LexisNexis VitalChek Network Inc. Payment Solutions Service Agreement with the Houston County License Center being the customer.

This Agreement shall be effective as of the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one year periods. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least sixty (60) days prior to the effective date of termination.

ACTION ITEM:

Reviewed by:

____ HR Director

____ Finance Director

____ IS Director

 x County Attorney

____ Environmental Svcs

____ County
Sheriff

____ County
Engineer

____ PHHS
Other
(indicate
dept)

 Auditor/Treasurer

Recommendation:

Decision:

RESOLUTION NO. 21-57
November 23, 2021

BE IT RESOLVED that the Houston County Board of Commissioners hereby approves and authorizes the acceptance of the Payment Solutions Service Agreement with LexisNexis VitalChek Network Inc. to provide Houston County License Center with a credit and debit card service providing consumers who desire to pay for serviced rendered in this manner.

BE IT FURTHER RESOLVED by the Houston County Board of Commissioners that this Agreement shall be effective as of the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one year periods. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least sixty (60) days prior to the effective date of termination.

*****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 dated November, 23, 2021.

WITNESS my hand and the seal of my office this 23rd day of November, 2021.

(SEAL)

Donna Trehus, Houston County Auditor/Treasurer



LexisNexis® VitalChek Network Inc.
Payment Solutions Service Agreement

This agreement ("Agreement") is entered into as of 10/14/2021 (the "Effective Date"), by and between LexisNexis VitalChek Network Inc. ("VitalChek") with its principal place of business located at 6 Cadillac Drive, Suite 400, Brentwood, TN 37027 and Houston County License Center ("Customer") with its principal place of business located at 304 S. Marshall St. Room 112 Caledonia, MN 55921

WHEREAS, VitalChek is engaged in the business of providing services which expedites the processing of various types of governmental or utility services and facilitates payment by consumers; and,

WHEREAS, Customer wishes to provide consumers who desire to pay for services rendered by Customer, the option of paying for such services using certain credit or debit cards (as more particularly described hereinafter, the "Service");

NOW THEREFORE, in exchange for the mutual consideration set forth herein, VitalChek and Customer do hereby agree as follows:

1. VitalChek shall, at its expense, provide at mutually agreed upon facilities of Customer the hardware and/or software required for the Service, to the extent described on Schedule 1 attached hereto (the "Equipment").
2. VitalChek shall, at its expense and in its sole discretion, train appropriate personnel designated by Customer in the use and operation of the Equipment associated with the Service.
3. VitalChek will make payment to Customer in an amount equal to Customer's charges for all properly authorized requests in connection with services rendered by Customer and which are correctly processed through the Service. Such payments shall be made in a manner acceptable to both Customer and VitalChek.
4. VitalChek will charge the consumer certain service fees for the use of the Service ("Fees"), and will accept payment of such fees through the use of a valid payment method then accepted by VitalChek, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as most major debit cards in VitalChek's reasonable discretion. The current Fees are detailed on Schedule 2 attached hereto.
5. This Agreement shall be effective as of the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one year periods. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least sixty (60) days prior to the effective date of termination. Upon termination of this Agreement, the parties will abide by industry security standards as to the security of cardholder data.
6. Each party warrants that it will abide by: (i) the applicable rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by VitalChek, VitalChek's payment processor(s), VISA USA, Inc., MasterCard International, Inc., Discover, any other applicable card association, and, to the extent such party stores or retains any card information, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, and the MasterCard Site Data Protection program (collectively, the "Rules"), and (ii) all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "Laws").
7. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, VitalChek has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "VitalChek Policies"). A copy of the VitalChek Policies has been provided to Customer, and Customer agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted security practices for handling non-public personal information. Customer acknowledges and agrees that (i) Cardholder data may only be used for assisting in completing a card transaction or as required by applicable law; (ii) In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored within Customer's systems, Customer will immediately notify VitalChek, and provide VitalChek and/or its processor or the relevant card company access to Customer's facilities and all pertinent records



to conduct a review of Customer's compliance with the security requirements, as well as fully cooperate with any reviews of facilities and records provided for in this paragraph.

8. Customer will work with VitalChek in order to maintain appropriate business continuity procedures and systems to insure security of cardholder data in the event of a disruption, disaster or failure of any data systems.
9. Customer hereby agrees to protect, indemnify, defend, and hold harmless VitalChek from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by Customer or its employees. VitalChek agrees to protect, indemnify, defend and hold harmless Customer from and against any from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by VitalChek, its employees and subcontractors.
10. A party herein will not be liable to the other party or its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.
11. It is agreed that under this Agreement VitalChek does not transfer, and Customer does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Service or provided by VitalChek.
12. Notices provided in association with this Agreement shall be provided in writing to the address of the parties first set forth above, and in the case of notices to VitalChek, with a copy to: Legal Department, 1000 Alderman Drive, MD-71A, Alpharetta, Georgia 30005.
13. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER VITALCHEK NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ANY TERMINAL, ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.
14. VitalChek's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the Fees collected by VitalChek under this Agreement during the 12-month period preceding the date of such loss or injury.
15. The terms of this Agreement represent the full and complete agreement between the parties. They may not be altered or amended except by written instrument, duly executed by the parties.
16. This Agreement shall be construed and enforced in accordance with the laws of the State where Customer is located.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

CUSTOMER: Houston County

Signature: Donna Trehus

By: Donna Trehus

Title: Auditor/Treasurer

Date: 10/14/2021

LEXISNEXIS VITALCHEK NETWORK INC.

Signature: Jeffrey B. Piefke
AA186BD305AC409...

By: Jeff Piefke

Title: Vice President, General Manager

Date: 10/14/2021

Schedule 1
Hardware and Software

2- Verifone Engage POS Set-Ups	No Cost	

Schedule 2 Fees

Credit and Debit: 2.49%		

Chargeback Administration:

"Chargeback" means a Payment Card Processing Transaction that has been returned to VitalChek as a disputed or unauthorized transaction. VitalChek reserves the right to collect funds related to chargebacks which have been previously paid to the Sub-Merchant pursuant to this Agreement.

VitalChek takes responsibility for managing the chargeback process including responses to inquiries, necessary research and financial responsibility for processing fees or expenses related to a chargeback. LexisNexis will cover chargebacks up to \$5,000. For transactions greater than or equal to \$5,000 Sub-Merchant shall be liable to VitalChek the amount of the Payment Card Processing Transaction that was not recovered. If VitalChek charges back the Payment Card Processing Transaction to Sub-Merchant this will be netted from future deposits.

"eCheck Processing" means the acceptance of an ACH or EFT transaction for payment of services provided to bank account holders by Sub-Merchant and receipt of payment by Sub-Merchant via the ACH Network. These transactions are not guaranteed and LexisNexis will net settle returns which Sub-Merchant has already been paid.

II.

Attach a written statement from the Vendor stating whether or not the system is able to connect with the State of Minnesota banking vendor (US Bank) and the credit card processor (Elavon). If the statement is in the affirmative, please provide a description detailed enough to demonstrate how the connectivity is achieved.

LexisNexis VitalChek (LexisNexis) is a registered PAYFAC (Payment Facilitator) and TPSP (Third Party Service Provider) with three major acquirers including Elavon; to provide secure electronic payment processing in a certified PCI-DSS Level 1 environment. As such, LexisNexis VitalChek maintains a direct certification to Elavon and has the ability to provide Elavon Merchant ID's if required. A copy of our annual PCI certificate is included in our response.

III.

LexisNexis VitalChek will maintain the same service fee rate of 2.49%.

IV.

This program to DPS or DVS has no costs for the operation and maintenance of the LexisNexis VitalChek Payment Solution.

V.

As a PAYFAC (Payment Facilitator) LexisNexis has a refined merchant onboarding process, assumes financial risk for processed transactions, manages the chargeback and retrieval process and is responsible for PCI compliancy and data breach protection. These services are enhanced with same day settlement processing for all credit and debit transactions, flexibility to make deposits into one or multiple bank accounts, detailed reconciliation reports and a dedicated team to manage the chargeback resolution process. LexisNexis provides all of the necessary hardware, software and supplies at no cost to the Agency, while providing a single swipe solution for the ease and convenience of the consumer.

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: November 18, 2021 for November 23, 2021 Board Meeting

Person requesting appointment with County Board: Brian Pogodzinski & Amelia Meiners

Issue:

Public Hearing to discuss the MS4 Permit held by the County, as required by the permit.

Attachments/Documentation for the Board's Review:

2020 MS4 General Permit, 2020 Annual Report

Justification:

A public hearing is required by permit.

Action Requested:

9:30AM appointment to hold the public hearing

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.

**AUTHORIZATION TO DISCHARGE STORMWATER
ASSOCIATED WITH SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS
UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)/
STATE DISPOSAL SYSTEM (SDS) PROGRAM
MNR040000**

Permittee: Multiple

General Permit name: Small Municipal Separate Storm Sewer Systems General Permit

Issuance date: November 16, 2020

Expiration date: November 15, 2025

The state of Minnesota, on behalf of its citizens through the Minnesota Pollution Control Agency (MPCA), authorizes the Permittee to operate a small municipal separate storm sewer system (MS4) and to discharge from the small MS4 to receiving waters, in accordance with the requirements of the General Permit.

The goal of the General Permit is to reduce pollutant levels in point source discharges and protect water quality in accordance with the U.S. Clean Water Act, Minnesota statutes and rules, and federal laws and regulations.

The General Permit is effective on the issuance date identified above. The General Permit expires at midnight on the expiration date identified above.

Signature: *Dana A. Vanderbosch* *for the Minnesota Pollution Control Agency*

This document has been electronically signed.

Dana A. Vanderbosch
Division Director
Municipal Division

If you have questions about the General Permit, including specific permit requirements, permit reporting, or permit compliance status, please contact the MPCA at:

Municipal Stormwater Program
Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, Minnesota 55155-4194
Telephone: 651-296-6300 or toll free in Minnesota: 800-657-3864

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1.1	Eligibility. [Minn. R. 7090]
1.2	To be eligible for authorization to discharge stormwater under the Small Municipal Separate Storm Sewer Systems General Permit (General Permit), the applicant must be an owner and/or operator (owner/operator) of a small Municipal Separate Storm Sewer System (MS4) and meet one or more of the criteria requiring permit issuance as specified in Minn. R. 7090.1010. [Minn. R. 7090.1010]
2.1	Authorized Stormwater Discharges. [Minn. R. 7090]
2.2	The General Permit authorizes stormwater discharges from small MS4s as defined in 40 CFR 122.26(b)(16). [Minn. R. 7090]
3.1	Authorized Non-Stormwater Discharges. [Minn. R. 7090]
3.2	The following categories of non-stormwater discharges or flows are authorized under the General Permit to enter the permittee's small MS4 only if the permittee does not identify them as significant contributors of pollutants (i.e., illicit discharges), in which case the discharges or flows must be addressed in the permittee's Stormwater Pollution Prevention Program (SWPPP): water line flushing, landscape irrigation, diverted stream flows, rising groundwaters, uncontaminated groundwater infiltration (as defined at 40 CFR 35.2005(b)(20)), uncontaminated pumped groundwater, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, street wash water, and discharges or flows from firefighting activities. [Minn. R. 7090]
4.1	Limitations on Authorization. [Minn. R. 7090]
4.2	<p>The following discharges or activities are not authorized by the General Permit:</p> <ul style="list-style-type: none">a. non-stormwater discharges, except those authorized by the permittee in item 3.2;b. discharges of stormwater to the small MS4 from activities requiring a separate NPDES/SDS permit. The General Permit does not replace or satisfy any other permitting requirements;c. the General Permit does not replace or satisfy any environmental review requirements, including those under the Minnesota Environmental Policy Act (Minn. Stat. 116D), or the National Environmental Policy Act (42 U.S.C. 4321 et seq.);d. the General Permit does not replace or satisfy any review requirements for endangered or threatened species, from new or expanded discharges that adversely impact or contribute to adverse impacts on a listed endangered or threatened species, or adversely modify a designated critical habitat;e. the General Permit does not replace or satisfy any review requirements for historic places or archeological sites, from new or expanded discharges which adversely affect properties listed or eligible for listing in the National Register of Historic Places or affecting known or discovered archeological sites; andf. discharges to prohibited outstanding resource value waters pursuant to Minn. R. 7050.0335, Subp. 3. <p>Only the permittee's small MS4 and the portions of the storm sewer system that are under the permittee's operational control are authorized by the General Permit. [Minn. R. 7090]</p>
5.1	Permit Authorization. [Minn. R. 7001]
5.2	The applicant must submit a complete application in accordance with Sections 9 through 12 in order to obtain authorization to discharge stormwater from a small MS4 under the General Permit. [Minn. R. 7001]
5.3	<p>The Commissioner reviews the General Permit application for completeness. After review, the Commissioner will do one of the following:</p> <ul style="list-style-type: none">a. if an application is determined to be incomplete, the Commissioner will notify the applicant in writing, indicate why the application is incomplete, and request that the applicant resubmit the application; orb. if an application is determined to be complete, the Commissioner will make a preliminary determination as to whether coverage under the General Permit should be issued or denied in accordance with Minn. R. 7001. [Minn. R. 7001]
5.4	The Commissioner provides a public notice with the opportunity for a hearing on the preliminary determination to issue coverage under the General Permit. [Minn. R. 7001]
5.5	Upon receipt of written notification of final approval of the application from the Commissioner, the applicant is authorized to discharge stormwater from the small MS4 under the terms and conditions of the General Permit. [Minn. R. 7001]

6.1	Transfer of Ownership or Control. [Minn. R. 7001, Minn. R. 7090.0080]
6.2	Where the ownership or significant operational control of the small MS4 changes after the submittal of an application in accordance with Sections 9 through 12, the new owner/operator must submit a new application in accordance with Sections 9 through 12. [Minn. R. 7090]
7.1	Issuance of Individual Permits. [Minn. R. 7001]
7.2	The permit applicant may request an individual permit in accordance with Minn. R. 7001.0210, Subp. 6, for authorization to discharge stormwater associated with a small MS4. [Minn. R. 7001.0210, Subp. 6]
7.3	The Commissioner may require an individual permit for the permit applicant or permittee covered by a general permit, in accordance with Minn. R. 7001.0210, Subp. 6. [Minn. R. 7001.0210, Subp. 6]
8.1	Rights and Responsibilities. [Minn. R. 7001, Minn. R. 7090]
8.2	The Commissioner may modify the General Permit or issue other permits, in accordance with Minn. R. 7001, to include more stringent effluent limitations or permit requirements that modify or are in addition to the Minimum Control Measures of the General Permit, or both. These modifications may be based on the Commissioner's determination that such modifications are needed to protect water quality. [Minn. R. 7001]
8.3	The Commissioner may designate additional small MS4s for coverage under the General Permit in accordance with Minn. R. 7090. The owner/operator of a small MS4 that is designated for coverage must comply with the permit requirements by the dates specified in the Commissioner's determination. [Minn. R. 7090]
9.1	Application for Reissuance. [Minn. R. 7001]
9.2	If an existing permittee desires to continue permit coverage beyond the expiration date, the permittee must submit an application for permit reissuance : Due by 180 days prior to permit expiration. [Minn. R. 7001.0040, Subp. 3]
10.1	New Permittee Applicants. [Minn. R. 7090]
10.2	To become a new permittee authorized to discharge stormwater under the General Permit, the owner/operator of a small MS4 must submit an application, on a form provided by the Agency, in accordance with the schedule in Appendix B, Table 3, and the following requirements: a. submit Part 1 of the permit application (includes the permit application fee); and b. submit Part 2 of the permit application, also known as the Stormwater Pollution Prevention Program (SWPPP) document, in accordance with Section 12. [Minn. R. 7090]
11.1	Existing Permittee Applicants. [Minn. R. 7090]
11.2	All existing permittees seeking to continue discharging stormwater associated with a small MS4 after the issuance date of the General Permit must submit Part 2 of the permit application : Due by 150 days after permit issuance. Existing permittees were required to submit Part 1 of the permit application prior to the expiration date (July 31, 2018) of the Agency's small MS4 general permit No.MNR040000, effective August 1, 2013. [Minn. R. 7090]
12.1	Stormwater Pollution Prevention Program (SWPPP) Document. [Minn. R. 7090]
12.2	All applicants must submit a SWPPP Document (i.e., Part 2 of the permit application) when seeking coverage under the General Permit. The SWPPP Document will become an enforceable part of the General Permit upon approval by the Agency. Modifications to the SWPPP Document that are required or allowed by the General Permit (see Section 24) will also become enforceable provisions. The applicant must submit the SWPPP Document on a form provided by the Agency. The applicant's SWPPP Document must include items 12.3 through 12.11, as applicable. [Minn. R. 7090]
12.3	The applicant must provide a description of partnerships with another regulated small MS4(s), into which the applicant has entered in order to satisfy one or more requirements of the General Permit. [Minn. R. 7090]
12.4	The applicant must provide a description of each program the applicant has developed and implemented to satisfy the Minimum Control Measure (MCM) requirements, including: a. the Best Management Practices (BMPs) the applicant has implemented for each MCM at the time of application; b. the status of each required component of the program; and c. name(s) of individual(s) or position titles responsible for implementing and/or coordinating each component of the program.

	If the program has not been developed at the time of application (e.g., new permittee applicants), or revised to meet new requirements of the General Permit (e.g., existing permittee applicants); the applicant must satisfy the permit requirements in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]
12.5	<p>The applicant must indicate whether each storm sewer system map requirement of Section 14 is satisfied at the time of application. For each requirement of Section 14 that is not satisfied at the time of application, the applicant must satisfy the permit requirements in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]</p>
12.6	<p>The applicant must provide a description of existing regulatory mechanism(s) the applicant has developed, implemented, and enforced to satisfy the requirements of Sections 18, 19, and 20. At a minimum, the applicant must provide the following information:</p> <ul style="list-style-type: none">a. the type(s) of regulatory mechanism(s) the applicant has in place at the time of application that will be used to satisfy the requirements;b. the status of each required component of the regulatory mechanism(s); andc. if available, a website address to the regulatory mechanism(s). <p>If the regulatory mechanism(s) have not been developed at the time of application (e.g., new permittee applicants), or revised to meet new requirements of the General Permit (e.g., existing permittee applicants); the applicant must satisfy the permit requirements in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]</p>
12.7	<p>The applicant must provide a description of existing enforcement response procedures (ERPs) the applicant has developed and implemented that satisfy the ERP requirements of items 18.14, 19.12, and 20.19. If the applicant has not yet developed ERPs (e.g., new permittee applicants), or existing ERPs must be updated to satisfy new requirements, the applicant must satisfy the permit requirements in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]</p>
12.8	<p>The applicant must submit a compliance schedule for each applicable Waste Load Allocation (WLA) not being met for oxygen demand, nitrate, total suspended solids (TSS), and total phosphorus (TP). The applicant may develop a compliance schedule to include multiple WLAs. The applicant's compliance schedule must include the following information:</p> <ul style="list-style-type: none">a. proposed BMPs or progress toward implementation of BMPs to be achieved during the permit term;b. the year each BMP is expected to be implemented;c. a target year the applicable WLA(s) will be achieved; andd. if the applicant has an applicable WLA for TSS or TP, a cumulative estimate of TSS and TP load reductions (in pounds) to be achieved during the permit term and the Agency-approved method used to determine the estimate. <p>Agency-approved methods include "Program for Predicting Polluting Particle Passage thru Pits, Puddles, and Ponds (P8) Urban Catchment Model", "Source Loading and Management Model for Windows (WinSLAMM)", "Minimal Impact Design Standards (MIDS) calculator", "Minnesota Pollution Control Agency (MPCA) simple estimator tool", or any other method that receives Agency-approval. [Minn. R. 7090]</p>
12.9	<p>For each applicable WLA where a reduction in pollutant loading is required for bacteria, chloride, and temperature, the applicant must provide a description of any existing BMPs the applicant has developed and implemented to satisfy the requirements of items 22.3 through 22.7, including:</p> <ul style="list-style-type: none">a. the BMPs the applicant has implemented for each required component at the time of application;b. the status of each required component; andc. name(s) of individual(s) or position titles responsible for implementing and/or coordinating each required component. <p>If the required components have not been developed at the time of application (e.g., new permittee applicants), or revised to meet new requirements of the General Permit (e.g., existing permittee applicants); the applicant must satisfy the permit requirements in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]</p>

- 12.10 If the applicant is claiming to meet an applicable WLA where a reduction in pollutant loading is required for oxygen demand, nitrate, TSS, or TP, the applicant must provide documentation to demonstrate the applicable WLA is being met. At a minimum, the applicant must provide the following information:
- a. a list of all structural stormwater BMPs implemented to achieve the applicable WLA, including the BMP type (e.g., constructed basin, infiltrator, filter, swale or strip, etc.), location in geographic coordinates, owner, and year implemented; and
 - b. documentation using an Agency-approved method, which demonstrates the estimated reductions of oxygen demand (or its surrogate pollutants), nitrate, TSS, or TP from BMPs meet the MS4 WLA reductions included in the TMDL report, if that information is available (e.g., percent reduction or pounds reduced); or
 - c. documentation using an Agency-approved method, which demonstrates the applicant's existing load meets the WLA. [Minn. R. 7090]
- 12.11 For the requirements of Section 23, alum or ferric chloride phosphorus treatment systems, if applicable, the applicant must submit the following information:
- a. location of the system in geographic coordinates;
 - b. name(s) of the individual(s) or position titles responsible for the operation of the system;
 - c. information described in item 23.11, if the system is constructed at the time the applicant submits the application to the Agency;
 - d. indicate if the system complies with the requirements in Section 23; and
 - e. if applicable, for each requirement in Section 23 that the applicant's system does not comply with at the time of application, the applicant must bring the system into compliance in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]
- 13.1 **Stormwater Pollution Prevention Program (SWPPP).** [Minn. R. 7090]
- 13.2 The permittee must develop, implement, and enforce a SWPPP designed to reduce the discharge of pollutants from the small MS4 to the Maximum Extent Practicable (MEP) and to protect water quality. Existing permittees regulated within the urbanized area as defined by the United States Census Bureau, the applicable urbanized area for which the permittee must develop, implement, and enforce a SWPPP can be based on the most recent decennial census of 2010 for the duration of the General Permit. [Minn. R. 7090]
- 13.3 If the permittee enters into a partnership for purposes of meeting SWPPP requirements, the permittee maintains legal responsibility for compliance with the General Permit. [Minn. R. 7090]
- 13.4 Existing permittees must revise their SWPPP developed under the Agency's small MS4 general permit No.MNR040000 that was effective August 1, 2013, to meet the requirements of the General Permit in accordance with the schedule in Appendix B, Table 2. New permittees must develop, implement, and enforce their SWPPP in accordance with the schedule in Appendix B, Table 3. The permittee's SWPPP must consist of Sections 14 through 23, as applicable. [Minn. R. 7090]
- 14.1 **Mapping.** [Minn. R. 7090]
- 14.2 New permittees must develop, and existing permittees must update, as necessary, a storm sewer system map that depicts the following:
- a. the permittee's entire MS4 as a goal, but at a minimum, all pipes 12 inches or greater in diameter, including stormwater flow direction in those pipes;
 - b. outfalls, including a unique identification (ID) number assigned by the permittee, and an associated geographic coordinates;
 - c. structural stormwater BMPs that are part of the permittee's MS4; and
 - d. all receiving waters. [Minn. R. 7090]
- 15.1 **Minimum Control Measures (MCMs).** [Minn. R. 7090.1040]
- 15.2 The permittee must incorporate the following six MCMs into the SWPPP. [Minn. R. 7090.1040]
- 16.1 **MCM 1: Public Education and Outreach.** [Minn. R. 7090]
- 16.2 New permittees must develop and implement, and existing permittees must revise their current program, as necessary, and continue to implement, a public education program to distribute educational materials or equivalent outreach that informs the public of the impact stormwater discharges have on waterbodies and that includes actions citizens, businesses, and

other local organizations can take to reduce the discharge of pollutants to stormwater. The permittee may use existing materials if they are appropriate for the message the permittee chooses to deliver, or the permittee may develop its own educational materials. The permittee may partner with other MS4 permittees, community groups, watershed management organizations, or other groups to implement its education and outreach program. The permittee must incorporate Section 16 requirements into their program. [Minn. R. 7090]

16.3 During the permit term, the permittee must distribute educational materials or equivalent outreach focused on at least two (2) specifically selected stormwater-related issues of high priority to the permittee (e.g., specific TMDL reduction targets, changing local business practices, promoting adoption of residential BMPs, lake improvements through lake associations, household chemicals, yard waste, etc.). The topics must be different from those described in items 16.4 through 16.6. [Minn. R. 7090] **Houston County Recycler Newsletter**

16.4 At least once each calendar year, the permittee must distribute educational materials or equivalent outreach focused on illicit discharge recognition and reporting illicit discharges to the permittee. [Minn. R. 7090]

16.5 For cities and townships, at least once each calendar year, the permittee must distribute educational materials or equivalent outreach to residents, businesses, commercial facilities, and institutions, focused on the following:

- a. impacts of deicing salt use on receiving waters;
- b. methods to reduce deicing salt use; and
- c. proper storage of salt or other deicing materials. [Minn. R. 7090]

16.6 For cities and townships, at least once each calendar year, the permittee must distribute educational materials or equivalent outreach focused on pet waste. The educational materials or equivalent outreach must include information on the following:

- a. impacts of pet waste on receiving waters;
- b. proper management of pet waste; and
- c. any existing permittee regulatory mechanism(s) for pet waste. [Minn. R. 7090]

16.7 The permittee must develop and implement an education and outreach plan that consists of the following:

- a. target audience(s) (e.g., residents, businesses, commercial facilities, institutions, and local organizations; consideration should be given to low-income residents, people of color, and non-native English speaking residents. A resource to help identify these areas is available on the Agency's environmental justice website);
- b. name or position title of responsible person(s) for overall plan implementation;
- c. specific activities and schedules to reach each target audience; and
- d. a description of any coordination with and/or use of stormwater education and outreach programs implemented by other entities, if applicable. [Minn. R. 7090]

16.8 The permittee must document the following information:

- a. a description of all specific stormwater-related issues identified by the permittee in item 16.3;
- b. all information required under the permittee's education and outreach plan in item 16.7;
- c. activities held, including dates, to reach each target audience;
- d. quantities and descriptions of educational materials distributed, including dates distributed; and
- e. estimated audience (e.g., number of participants, viewers, readers, listeners, etc.) for each completed education and outreach activity. [Minn. R. 7090]

16.9 The permittee must conduct an annual assessment of the public education program to evaluate program compliance, the status of achieving the measurable requirements in Section 16, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., education and outreach efforts, implementation of written plans, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]

17.1 **MCM 2: Public Participation/Involvement.** [Minn. R. 7090]

17.2 New permittees must develop and implement, and existing permittees must revise their current program, as necessary, and continue to implement, a Public Participation/Involvement program to solicit public input on the SWPPP and involve the public in activities that improve or protect water quality. The permittee must incorporate Section 17 requirements into

	their program. [Minn. R. 7090]
17.3	Each calendar year, the permittee must provide a minimum of one (1) opportunity for the public to provide input on the adequacy of the SWPPP. The permittee may conduct a public meeting(s) to satisfy this requirement, provided appropriate local public notice requirements are followed and the public is given the opportunity to review and comment on the SWPPP. [Minn. R. 7090] Hold at County Board meeting annually? In that past, this has been joint with City
17.4	The permittee must provide access to the SWPPP Document, annual reports, and other documentation that supports or describes the SWPPP (e.g., regulatory mechanism(s), etc.) for public review, upon request. All public data requests are subject to the Minnesota Government Data Practices Act, Minn. Stat. 13. [Minn. Stat. 13]
17.5	The permittee must consider oral and written input regarding the SWPPP submitted by the public to the permittee. [Minn. R. 7090]
17.6	Each calendar year, the permittee must provide a minimum of one (1) public involvement activity that includes a pollution prevention or water quality theme (e.g., rain barrel distribution event, rain garden workshop, cleanup event, storm drain stenciling, volunteer water quality monitoring, adopt a storm drain program, household hazardous waste collection day , etc.). [Minn. R. 7090]
17.7	The permittee must document the following information: a. all relevant written input submitted by persons regarding the SWPPP; b. all responses from the permittee to written input received regarding the SWPPP, including any modifications made to the SWPPP as a result of the written input received; c. date(s), location(s), and estimated number of participants at events held for purposes of compliance with item 17.3; d. notices provided to the public of any events scheduled to meet item 17.3, including any electronic correspondence (e.g., website, e-mail distribution lists, notices, etc.); and e. date(s), location(s), description of activities, and estimated number of participants at events held for the purpose of compliance with item 17.6. [Minn. R. 7090]
17.8	The permittee must conduct an annual assessment of the Public Participation/Involvement program to evaluate program compliance, the status of achieving the measurable requirements in Section 17, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., public input and involvement opportunities, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]
18.1	MCM 3: Illicit Discharge Detection and Elimination (IDDE). [Minn. R. 7090]
18.2	New permittees must develop, implement, and enforce, and existing permittees must revise their current program as necessary, and continue to implement and enforce, a program to detect and eliminate illicit discharges into the MS4. The permittee must incorporate Section 18 requirements into their program. [Minn. R. 7090]
18.3	The permittee must maintain a map of the permittee's MS4, as required in Section 14. [Minn. R. 7090]
18.4	To the extent allowable under state or local law, the permittee must develop, implement, and enforce a regulatory mechanism(s) that prohibits non-stormwater discharges into the permittee's MS4, except those non-stormwater discharges authorized in item 3.2. A regulatory mechanism(s) for the purposes of the General Permit may consist of contract language, an ordinance, permits, standards, written policies, operational plans, legal agreements, or any other mechanism, that will be enforced by the permittee. The regulatory mechanism(s) must also include items 18.5 and 18.6, as applicable. [Minn. R. 7090]
18.5	For cities, townships, and counties, the permittee's regulatory mechanism(s) must require owners or custodians of pets to remove and properly dispose of feces on permittee owned land areas. [Minn. R. 7090]
18.6	For cities and townships, the permittee's regulatory mechanism(s) must require proper salt storage at commercial, institutional, and non-NPDES permitted industrial facilities. At a minimum, the regulatory mechanism(s) must require the following: a. designated salt storage areas must be covered or indoors; b. designated salt storage areas must be located on an impervious surface; and c. implementation of practices to reduce exposure when transferring material in designated salt storage areas (e.g., sweeping, diversions, and/or containment). [Minn. R. 7090]

- 18.7 The permittee must incorporate illicit discharge detection into all inspection and maintenance activities conducted in items 21.9, 21.10, and 21.11. Where feasible, the permittee must conduct illicit discharge inspections during dry-weather conditions (e.g., periods of 72 or more hours of no precipitation). [Minn. R. 7090]
- 18.8 At least once each calendar year, the permittee must train all field staff in illicit discharge recognition (including conditions which could cause illicit discharges), and reporting illicit discharges for further investigation. Field staff includes, but is not limited to, police, fire department, public works, and parks staff. Training for this specific requirement may include, but is not limited to, videos, in-person presentations, webinars, training documents, and/or emails. [Minn. R. 7090]
- 18.9 The permittee must ensure that individuals receive training commensurate with their responsibilities as they relate to the permittee's IDDE program. Individuals includes, but is not limited to, individuals responsible for investigating, locating, eliminating illicit discharges, and/or enforcement. The permittee must ensure that previously trained individuals attend a refresher-training every three (3) calendar years following the initial training. [Minn. R. 7090]
- 18.10 The permittee must maintain a written or mapped inventory of priority areas the permittee identifies as having a higher likelihood for illicit discharges. At a minimum, the permittee must evaluate the following for potential inclusion in the inventory:
- a. land uses associated with business/industrial activities;
 - b. areas where illicit discharges have been identified in the past; and
 - c. areas with storage of significant materials that could result in an illicit discharge. [Minn. R. 7090]
- 18.11 To the extent allowable under state or local law, the permittee must conduct additional illicit discharge inspections in areas identified in item 18.10. [Minn. R. 7090]
- 18.12 The permittee must implement written procedures for investigating, locating, and eliminating the source of illicit discharges. At a minimum, the written procedures must include:
- a. a timeframe in which the permittee will investigate a reported illicit discharge;
 - b. use of visual inspections to detect and track the source of an illicit discharge;
 - c. tools available to the permittee to investigate and locate an illicit discharge (e.g., mobile cameras, collecting and analyzing water samples, smoke testing, dye testing, etc.);
 - d. cleanup methods available to the permittee to remove an illicit discharge or spill; and
 - e. name or position title of responsible person(s) for investigating, locating, and eliminating an illicit discharge. [Minn. R. 7090]
- 18.13 The permittee must implement written procedures for responding to spills, including emergency response procedures to prevent spills from entering the MS4. The written procedures must also include the immediate notification of the Minnesota Department of Public Safety Duty Officer at 1-800-422-0798 (toll free) or 651-649-5451 (Metro area), if the source of the illicit discharge is a spill or leak as defined in Minn. Stat. 115.061. [Minn. R. 7090]
- 18.14 The permittee must maintain written enforcement response procedures (ERPs) to compel compliance with the permittee's regulatory mechanism(s) in Section 18. At a minimum, the written ERPs must include:
- a. a description of enforcement tools available to the permittee and guidelines for the use of each tool;
 - b. timeframes to complete corrective actions; and
 - c. name or position title of responsible person(s) for conducting enforcement. [Minn. R. 7090]
- 18.15 The permittee must document the following information:
- a. date(s) and location(s) of IDDE inspections conducted in accordance with items 18.7 and 18.11;
 - b. reports of alleged illicit discharges received, including date(s) of the report(s), and any follow-up action(s) taken by the permittee;
 - c. date(s) of discovery of all illicit discharges;
 - d. identification of outfalls, or other areas, where illicit discharges have been discovered;
 - e. sources (including a description and the responsible party) of illicit discharges (if known); and
 - f. action(s) taken by the permittee, including date(s), to address discovered illicit discharges. [Minn. R. 7090]
- 18.16 For each training in item 18.8 and 18.9, the permittee must document:

- a. general subject matter covered;
- b. names and departments of individuals in attendance; and
- c. date of each event. [Minn. R. 7090]

18.17 The permittee must document any enforcement conducted pursuant to the ERPs in item 18.14, including verbal warnings. At a minimum, the permittee must document the following:

- a. name of the person responsible for violating the terms and conditions of the permittee's regulatory mechanism(s);
- b. date(s) and location(s) of the observed violation(s);
- c. description of the violation(s);
- d. corrective action(s) (including completion schedule) issued by the permittee;
- e. referrals to other regulatory organizations (if any); and
- f. date(s) violation(s) resolved. [Minn. R. 7090]

18.18 The permittee must conduct an annual assessment of the IDDE program to evaluate program compliance, the status of achieving the measurable requirements in Section 18, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., trainings, inventory, inspections, enforcement, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]

19.1 **MCM 4: Construction Site Stormwater Runoff Control.** [Minn. R. 7090]

19.2 New permittees must develop, implement, and enforce, and existing permittees must revise their current program, as necessary, and continue to implement and enforce, a Construction Site Stormwater Runoff Control program. The program must address construction activity with a land disturbance of greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, within the permittee's jurisdiction and that discharge to the permittee's MS4. The permittee must incorporate Section 19 requirements into their program. [Minn. R. 7090]

19.3 To the extent allowable under state or local law, the permittee must develop, implement, and enforce a regulatory mechanism(s) that establishes requirements for erosion, sediment, and waste controls that is at least as stringent as the Agency's most current Construction Stormwater General Permit (MNR100001), herein referred to as the CSW Permit. A regulatory mechanism(s) for the purposes of the General Permit may consist of contract language, an ordinance, permits, standards, written policies, operational plans, legal agreements, or any other mechanism, that will be enforced by the permittee. [Minn. R. 7090]

19.4 When the CSW Permit is reissued, the permittee must revise their regulatory mechanism(s), if necessary, within 12 months of the issuance date of that permit, to be at least as stringent as the requirements for erosion, sediment, and waste controls described in the CSW Permit. [Minn. R. 7090]

19.5 The permittee's regulatory mechanism(s) must require that owners and operators of construction activity develop site plans that must be submitted to the permittee for review and confirmation that regulatory mechanism(s) requirements have been met, prior to the start of construction activity. The regulatory mechanism(s) must require the owners and operators of construction activity to keep site plans up-to-date with regard to stormwater runoff controls. The regulatory mechanism(s) must require that site plans incorporate the following erosion, sediment, and waste controls that are at least as stringent as described in the CSW Permit:

- a. erosion prevention practices;
- b. sediment control practices;
- c. dewatering and basin draining;
- d. inspection and maintenance;
- e. pollution prevention management measures;
- f. temporary sediment basins; and
- g. termination conditions. [Minn. R. 7090]

19.6 The permittee must implement written procedures for site plan reviews conducted by the permittee prior to the start of all construction activity, to ensure compliance with requirements of the regulatory mechanism(s). At a minimum, the procedures must include:

- a. written notification to owners and operators proposing construction activity, including projects less than one acre that

are part of a larger common plan of development or sale, of the need to apply for and obtain coverage under the CSW Permit; and
b. use of a written checklist, consistent with the requirements of the regulatory mechanism(s), to document the adequacy of each site plan required in item 19.5. [Minn. R. 7090]

19.7 The permittee must implement an inspection program that includes written procedures for conducting site inspections, to determine compliance with the permittee's regulatory mechanism(s). The inspection program must also meet the requirements in items 19.8 and 19.9. [Minn. R. 7090]

19.8 The permittee must maintain written procedures for identifying high-priority and low-priority sites for inspection. At a minimum, the written procedures must include:

- a. a detailed explanation describing how sites will be categorized as either high-priority or low-priority;
- b. a frequency at which the permittee will conduct inspections for high-priority sites;
- c. a frequency at which the permittee will conduct inspections for low-priority sites; and
- d. the name(s) of individual(s) or position title(s) responsible for conducting site inspections. [Minn. R. 7090]

19.9 The permittee must implement a written checklist to document each site inspection when determining compliance with the permittee's regulatory mechanism(s). At a minimum, the checklist must include the permittee's inspection findings on the following areas, as applicable to each site:

- a. stabilization of exposed soils (including stockpiles);
- b. stabilization of ditch and swale bottoms;
- c. sediment control BMPs on all downgradient perimeters of the project and upgradient of buffer zones;
- d. storm drain inlet protection;
- e. energy dissipation at pipe outlets;
- f. vehicle tracking BMPs;
- g. preservation of a 50 foot natural buffer or redundant sediment controls where stormwater flows to a surface water within 50 feet of disturbed soils;
- h. owner/operator of construction activity self-inspection records;
- i. containment for all liquid and solid wastes generated by washout operations (e.g., concrete, stucco, paint, form release oils, curing compounds, and other construction materials); and
- j. BMPs maintained and functional. [Minn. R. 7090]

19.10 The permittee must implement written procedures for receipt and consideration of reports of noncompliance or other stormwater related information on construction activity submitted by the public to the permittee. [Minn. R. 7090]

19.11 The permittee must ensure that individuals receive training commensurate with their responsibilities as they relate to the permittee's Construction Site Stormwater Runoff Control program. Individuals includes, but is not limited to, individuals responsible for conducting site plan reviews, site inspections, and/or enforcement. The permittee must ensure that previously trained individuals attend a refresher training every three (3) calendar years following the initial training. [Minn. R. 7090]

19.12 The permittee must maintain written enforcement response procedures (ERPs) to compel compliance with the permittee's regulatory mechanism(s) in item 19.3. At a minimum, the written ERPs must include:

- a. a description of enforcement tools available to the permittee and guidelines for the use of each tool; and
- b. name or position title of responsible person(s) for conducting enforcement. [Minn. R. 7090]

19.13 For each site plan review conducted by the permittee, the permittee must document the following:

- a. project name;
- b. location;
- c. total acreage to be disturbed;
- d. owner and operator of the proposed construction activity;
- e. proof of notification to obtain coverage under the CSW Permit, as required in item 19.6, or proof of coverage under the CSW Permit; and
- f. any stormwater related comments and supporting completed checklist, as required in item 19.6, used by the permittee to determine project approval or denial. [Minn. R. 7090]

19.14 For each training in item 19.11, the permittee must document:

- a. general subject matter covered;
- b. names and departments of individuals in attendance; and
- c. date of each event. [Minn. R. 7090]

19.15 The permittee must document any enforcement conducted pursuant to the ERPs in item 19.12, including verbal warnings. At a minimum, the permittee must document the following:

- a. name of the person responsible for violating the terms and conditions of the permittee's regulatory mechanism(s);
- b. date(s) and location(s) of the observed violation(s);
- c. description of the violation(s);
- d. corrective action(s) (including completion schedule) issued by the permittee;
- e. referrals to other regulatory organizations (if any); and
- f. date(s) violation(s) resolved. [Minn. R. 7090]

19.16 The permittee must conduct an annual assessment of the Construction Site Stormwater Runoff Control program to evaluate program compliance, the status of achieving the measurable requirements in Section 19, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., inventory, trainings, site plan reviews, inspections, enforcement, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]

20.1 **MCM 5: Post-Construction Stormwater Management.** [Minn. R. 7090]

20.2 New permittees must develop, implement, and enforce, and existing permittees must revise their current program, as necessary, and continue to implement and enforce, a Post-Construction Stormwater Management program that prevents or reduces water pollution after construction activity is completed. The program must address construction activity with land disturbance of greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, within the permittee's jurisdiction and that discharge to the permittee's MS4. The permittee must incorporate Section 20 requirements into their program. [Minn. R. 7090]

20.3 To the extent allowable under state or local law, the permittee must develop, implement, and enforce a regulatory mechanism(s) that incorporates items 20.4 through 20.15. A regulatory mechanism(s) for the purposes of the General Permit may consist of contract language, an ordinance, permits, standards, written policies, operational plans, legal agreements, or any other mechanism, that will be enforced by the permittee. [Minn. R. 7090]

20.4 The permittee's regulatory mechanism(s) must require owners of construction activity to submit site plans with post-construction stormwater management BMPs designed with accepted engineering practices to the permittee for review and confirmation that regulatory mechanism(s) requirements have been met, prior to start of construction activity. [Minn. R. 7090]

20.5 The permittee's regulatory mechanism(s) must require owners of construction activity to treat the water quality volume on any project where the sum of the new impervious surface and the fully reconstructed impervious surface equals one or more acres. [Minn. R. 7090]

20.6 For construction activity (excluding linear projects), the water quality volume must be calculated as one (1) inch times the sum of the new and the fully reconstructed impervious surface. [Minn. R. 7090]

20.7 For linear projects, the water quality volume must be calculated as the larger of one (1) inch times the new impervious surface or one-half (0.5) inch times the sum of the new and the fully reconstructed impervious surface. Where the entire water quality volume cannot be treated within the existing right-of-way, a reasonable attempt to obtain additional right-of-way, easement, or other permission to treat the stormwater during the project planning process must be made. Volume reduction practices must be considered first, as described in item 20.8. Volume reduction practices are not required if the practices cannot be provided cost effectively. If additional right-of-way, easements, or other permission cannot be obtained, owners of construction activity must maximize the treatment of the water quality volume prior to discharge from the MS4. [Minn. R. 7090]

20.8 Volume reduction practices (e.g., infiltration or other) to retain the water quality volume on-site must be considered first when designing the permanent stormwater treatment system. The General Permit does not consider wet sedimentation basins and filtration systems to be volume reduction practices. If the General Permit prohibits infiltration as described in

item 20.9, other volume reduction practices, a wet sedimentation basin, or filtration basin may be considered. [Minn. R. 7090]

- 20.9** Infiltration systems must be prohibited when the system would be constructed in areas:
- a. that receive discharges from vehicle fueling and maintenance areas, regardless of the amount of new and fully reconstructed impervious surface;
 - b. where high levels of contaminants in soil or groundwater may be mobilized by the infiltrating stormwater. To make this determination, the owners and/or operators of construction activity must complete the Agency's site screening assessment checklist, which is available in the Minnesota Stormwater Manual, or conduct their own assessment. The assessment must be retained with the site plans;
 - c. where soil infiltration rates are more than 8.3 inches per hour unless soils are amended to slow the infiltration rate below 8.3 inches per hour;
 - d. with less than three (3) feet of separation distance from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock;
 - e. of predominately Hydrologic Soil Group D (clay) soils;
 - f. in an Emergency Response Area (ERA) within a Drinking Water Supply Management Area (DWSMA) as defined in Minn. R. 4720.5100, Subp. 13, classified as high or very high vulnerability as defined by the Minnesota Department of Health;
 - g. in an ERA within a DWSMA classified as moderate vulnerability unless the permittee performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater;
 - h. outside of an ERA within a DWSMA classified as high or very high vulnerability unless the permittee performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater;
 - i. within 1,000 feet up-gradient or 100 feet down gradient of active karst features; or
 - j. that receive stormwater runoff from these types of entities regulated under NPDES for industrial stormwater: automobile salvage yards; scrap recycling and waste recycling facilities; hazardous waste treatment, storage, or disposal facilities; or air transportation facilities that conduct deicing activities.
- See "higher level of engineering review" in the Minnesota Stormwater Manual for more information. [Minn. R. 7090]
- 20.10** For non-linear projects, where the water quality volume cannot cost effectively be treated on the site of the original construction activity, the permittee must identify, or may require owners of the construction activity to identify, locations where off-site treatment projects can be completed. If the entire water quality volume is not addressed on the site of the original construction activity, the remaining water quality volume must be addressed through off-site treatment and, at a minimum, ensure the requirements of items 20.11 through 20.14 are met. [Minn. R. 7090]
- 20.11** The permittee must ensure off-site treatment project areas are selected in the following order of preference:
- a. locations that yield benefits to the same receiving water that receives runoff from the original construction activity;
 - b. locations within the same Department of Natural Resource (DNR) catchment area as the original construction activity;
 - c. locations in the next adjacent DNR catchment area up-stream; or
 - d. locations anywhere within the permittee's jurisdiction. [Minn. R. 7090]
- 20.12** Off-site treatment projects must involve the creation of new structural stormwater BMPs or the retrofit of existing structural stormwater BMPs, or the use of a properly designed regional structural stormwater BMP. Routine maintenance of structural stormwater BMPs already required by the General Permit cannot be used to meet this requirement. [Minn. R. 7090]
- 20.13** Off-site treatment projects must be completed no later than 24 months after the start of the original construction activity. If the permittee determines more time is needed to complete the treatment project, the permittee must provide the reason(s) and schedule(s) for completing the project in the annual report. [Minn. R. 7090]
- 20.14** If the permittee receives payment from the owner of a construction activity for off-site treatment, the permittee must apply any such payment received to a public stormwater project, and all projects must comply with the requirements in items 20.11 through 20.13. [Minn. R. 7090]
- 20.15** The permittee's regulatory mechanism(s) must include the establishment of legal mechanism(s) between the permittee and owners of structural stormwater BMPs not owned or operated by the permittee, that have been constructed to meet the requirements in Section 20. The legal mechanism(s) must include provisions that, at a minimum:

- a. allow the permittee to conduct inspections of structural stormwater BMPs not owned or operated by the permittee, perform necessary maintenance, and assess costs for those structural stormwater BMPs when the permittee determines the owner of that structural stormwater BMP has not ensured proper function;
- b. are designed to preserve the permittee's right to ensure maintenance responsibility, for structural stormwater BMPs not owned or operated by the permittee, when those responsibilities are legally transferred to another party; and
- c. are designed to protect/preserve structural stormwater BMPs. If structural stormwater BMPs change, causing decreased effectiveness, new, repaired, or improved structural stormwater BMPs must be implemented to provide equivalent treatment to the original BMP. [Minn. R. 7090]

20.16 The permittee must maintain a written or mapped inventory of structural stormwater BMPs not owned or operated by the permittee that meet all of the following criteria:

- a. the structural stormwater BMP includes an executed legal mechanism(s) between the permittee and owners responsible for the long-term maintenance, as required in item 20.15; and
- b. the structural stormwater BMP was implemented on or after August 1, 2013. [Minn. R. 7090]

20.17 The permittee must implement written procedures for site plan reviews conducted by the permittee prior to the start of construction activity, to ensure compliance with requirements of the permittee's regulatory mechanism(s). [Minn. R. 7090]

20.18 The permittee must ensure that individuals receive training commensurate with their responsibilities as they relate to the permittee's Post-Construction Stormwater Management program. Individuals includes, but is not limited to, individuals responsible for conducting site plan reviews and/or enforcement. The permittee must ensure that previously trained individuals attend a refresher-training every three (3) calendar years following the initial training. [Minn. R. 7090]

20.19 The permittee must maintain written enforcement response procedures (ERPs) to compel compliance with the permittee's regulatory mechanism(s) required in Section 20. At a minimum, the written ERPs must include:

- a. a description of enforcement tools available to the permittee and guidelines for the use of each tool; and
- b. name or position title of responsible person(s) for conducting enforcement. [Minn. R. 7090]

20.20 For each site plan review conducted by the permittee, the permittee must document the following:

- a. supporting documentation used to determine compliance with Section 20 of the General Permit, including any calculations for the permanent stormwater treatment system;
- b. the water quality volume that will be treated through volume reduction practices (e.g., infiltration or other) compared to the total water quality volume required to be treated;
- c. documentation associated with off-site treatment projects authorized by the permittee, including rationale to support the location of permanent stormwater treatment projects in accordance with items 20.10 and 20.11;
- d. payments received and used in accordance with item 20.14; and
- e. all legal mechanisms drafted in accordance with item 20.15, including date(s) of the agreement(s) and name(s) of all responsible parties involved. [Minn. R. 7090]

20.21 For each training in item 20.18, the permittee must document:

- a. general subject matter covered;
- b. names and departments of individuals in attendance; and
- c. date of each event. [Minn. R. 7090]

20.22 The permittee must document any enforcement conducted pursuant to the ERPs in item 20.19, including verbal warnings. At a minimum, the permittee must document the following:

- a. name of the person responsible for violating the terms and conditions of the permittee's regulatory mechanism(s);
- b. date(s) and location(s) of the observed violation(s);
- c. description of the violation(s);
- d. corrective action(s) (including completion schedule) issued by the permittee;
- e. referrals to other regulatory organizations (if any); and
- f. date(s) violation(s) resolved. [Minn. R. 7090]

20.23 The permittee must conduct an annual assessment of the Post-Construction Stormwater Management program to evaluate

program compliance, the status of achieving the measurable requirements in Section 20, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., inventory, trainings, site plan reviews, inspections, enforcement, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]

21.1 MCM 6: Pollution Prevention/Good Housekeeping For Municipal Operations. [Minn. R. 7090]

21.2 New permittees must develop and implement, and existing permittees must revise their current program, as necessary, and continue to implement, an operations and maintenance program that prevents or reduces the discharge of pollutants to the MS4 from permittee owned/operated facilities and operations. The permittee must incorporate Section 21 requirements into their program. [Minn. R. 7090]

21.3 The permittee must maintain a written or mapped inventory of permittee owned/operated facilities that contribute pollutants to stormwater discharges. The permittee must implement BMPs that prevent or reduce pollutants in stormwater discharges from all inventoried facilities. Facilities to be inventoried may include, but is not limited to:

- a. composting;
- b. equipment storage and maintenance;
- c. hazardous waste disposal;
- d. hazardous waste handling and transfer;
- e. landfills;
- f. solid waste handling and transfer;
- g. parks;
- h. pesticide storage;
- i. public parking lots;
- j. public golf courses;
- k. public swimming pools;
- l. public works yards;
- m. recycling;
- n. salt storage;
- o. snow storage;
- p. vehicle storage and maintenance (e.g., fueling and washing) yards; and
- q. materials storage yards. [Minn. R. 7090]

21.4 The permittee must implement BMPs that prevent or reduce pollutants in stormwater discharges from the following municipal operations that may contribute pollutants to stormwater discharges, where applicable:

- a. waste disposal and storage, including dumpsters;
- b. management of temporary and permanent stockpiles of materials such as street sweepings, snow, sand and sediment removal piles (e.g., effective sediment controls at the base of stockpiles on the downgradient perimeter);
- c. vehicle fueling, washing, and maintenance;
- d. routine street and parking lot sweeping;
- e. emergency response;
- f. cleaning of maintenance equipment, building exteriors, dumpsters, and the disposal of associated waste and wastewater;
- g. use, storage, and disposal of significant materials;
- h. landscaping, park, and lawn maintenance;
- i. road maintenance, including pothole repair, road shoulder maintenance, pavement marking, sealing, and repaving;
- j. right-of-way maintenance, including mowing; and
- k. application of herbicides, pesticides, and fertilizers. [Minn. R. 7090]

21.5 The permittee must implement the following BMPs at permittee owned/operated salt storage areas:

- a. cover or store salt indoors;
- b. store salt on an impervious surface; and
- c. implement practices to reduce exposure when transferring material from salt storage areas (e.g., sweeping, diversions, and/or containment). [Minn. R. 7090]

- 21.6 The permittee must implement a written snow and ice management policy for individuals that perform winter maintenance activities for the permittee. The policy must establish practices and procedures for snow and ice control operations (e.g., plowing or other snow removal practices, sand use, and application of deicing compounds). [Minn. R. 7090]
- 21.7 Each calendar year, the permittee must ensure all individuals that perform winter maintenance activities for the permittee receive training that includes:
- a. the importance of protecting water quality;
 - b. BMPs to minimize the use of deicers (e.g., proper calibration of equipment and benefits of pretreatment, pre-wetting, and anti-icing); and
 - c. tools and resources to assist in winter maintenance (e.g., deicing application rate guidelines, calibration charts, Smart Salting Assessment Tool).
- The permittee may use training materials from the Agency's Smart Salting training or other organizations to meet this requirement. [Minn. R. 7090]
- 21.8 The permittee must maintain written procedures for the purpose of determining the TSS and TP treatment effectiveness of all permittee owned/operated ponds constructed and used for the collection and treatment of stormwater. [Minn. R. 7090]
- 21.9 The permittee must inspect structural stormwater BMPs (excluding stormwater ponds, which are under a separate schedule below) each calendar year to determine structural integrity, proper function, and maintenance needs unless the permittee determines either of the following conditions apply: Hwy Dept conducts annual inspection of structures
- a. complaints received or patterns of maintenance indicate a greater frequency is necessary; or
 - b. maintenance or sediment removal is not required after completion of the first two calendar year inspections; in which case the permittee may reduce the frequency of inspections to once every two (2) calendar years. [Minn. R. 7090]
- 21.10 Prior to the expiration date of the General Permit, the permittee must conduct at least one inspection of all ponds and outfalls (excluding underground outfalls) in order to determine structural integrity, proper function, and maintenance needs. [Minn. R. 7090]
- 21.11 Based on inspection findings, the permittee must determine if repair, replacement, or maintenance measures are necessary in order to ensure the structural integrity and proper function of structural stormwater BMPs and outfalls. The permittee must complete necessary maintenance as soon as possible. If the permittee determines necessary maintenance cannot be completed within one year of discovery, the permittee must document a schedule(s) for completing the maintenance. [Minn. R. 7090]
- 21.12 The permittee must implement a stormwater management training program commensurate with individual's responsibilities as they relate to the permittee's SWPPP, including reporting and assessment activities. The permittee may use training materials from the United States Environmental Protection Agency (USEPA), state and regional agencies, or other organizations as appropriate to meet this requirement. The training program must:
- a. address the importance of protecting water quality;
 - b. cover the requirements of the permit relevant to the responsibilities of the individual not already addressed in items 18.8, 18.9, 19.11, 20.18, and 21.7; and
 - c. include a schedule that establishes initial training for individuals, including new and/or seasonal employees, and recurring training intervals to address changes in procedures, practices, techniques, or requirements. [Minn. R. 7090]
- 21.13 The permittee must document the following information associated with the operations and maintenance program:
- a. date(s) and description of findings, including whether or not an illicit discharge is detected, for all inspections conducted in accordance with items 21.9 and 21.10;
 - b. any adjustments to inspection frequency as authorized in item 21.9;
 - c. date(s) and a description of maintenance conducted as a result of inspection findings, including whether or not an illicit discharge is detected;
 - d. schedule(s) for maintenance of structural stormwater BMPs and outfalls as required in item 21.11; and
 - e. stormwater management training events, including general subject matter covered, names and departments of individuals in attendance, and date of each event. [Minn. R. 7090]
- 21.14 The permittee must document pond sediment excavation and removal activities, including:

- a. a unique ID number and geographic coordinates of each stormwater pond from which sediment is removed;
- b. the volume (e.g., cubic yards) of sediment removed from each stormwater pond;
- c. results from any testing of sediment from each removal activity; and
- d. location(s) of final disposal of sediment from each stormwater pond. [Minn. R. 7090]

21.15 The permittee must conduct an annual assessment of the operations and maintenance program to evaluate program compliance, the status of achieving the measurable requirements in Section 21, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., inventory, trainings, inspections, maintenance activities, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]

22.1 Discharges to Impaired Waters with a USEPA-Approved TMDL that Includes an Applicable WLA. [Minn. R. 7090]

22.2 If the permittee has an applicable WLA not being met for oxygen demand, nitrate, TSS, or TP, the permittee must provide a summary of the permittee's progress toward achieving those applicable WLAs with the annual report. The summary must include the following information:

- a. a list of all BMPs applied towards achieving applicable WLAs for oxygen demand, nitrate, TSS, and TP;
- b. the implementation status of BMPs included in the compliance schedule at the time of final application submittal; and
- c. an updated estimate of cumulative TSS and TP load reductions. [Minn. R. 7090]

22.3 If the permittee has an applicable WLA where a reduction in pollutant loading is required for bacteria, the permittee must maintain a written or mapped inventory of potential areas and sources of bacteria (e.g., dense populations of waterfowl or other bird, dog parks). [Minn. R. 7090]

22.4 If the permittee has an applicable WLA where a reduction in pollutant loading is required for bacteria, the permittee must maintain a written plan to prioritize reduction activities to address the areas and sources identified in the inventory in item 22.3. The written plan must include BMPs the permittee will implement over the permit term, which may include, but is not limited to:

- a. water quality monitoring to determine areas of high bacteria loading;
- b. installation of pet waste pick-up bags in parks and open spaces;
- c. elimination of over-spray irrigation that may occur at permittee owned areas;
- d. removal of organic matter via street sweeping;
- e. implementation of infiltration structural stormwater BMPs; or
- f. management of areas that attract dense populations of waterfowl (e.g., riparian plantings). [Minn. R. 7090]

22.5 If the permittee has an applicable WLA where a reduction in pollutant loading is required for chloride, the permittee must document the amount of deicer applied each winter maintenance season to all permittee owned/operated surfaces. [Minn. R. 7090]

22.6 If the permittee has an applicable WLA where a reduction in pollutant loading is required for chloride, each calendar year the permittee must conduct an assessment of the permittee's winter maintenance operations to reduce the amount of deicing salt applied to permittee owned/operated surfaces and determine current and future opportunities to improve BMPs. The permittee may use the Agency's Smart Salting Assessment Tool or other available resources and methods to complete this assessment. The permittee must document the assessment. The assessment may include, but is not limited to:

- a. operational changes such as pre-wetting, pre-treating the salt stockpile, increasing plowing prior to deicing, monitoring of road surface temperature, etc.;
- b. implementation of new or modified equipment providing pre-wetting, or other capability for minimizing salt use;
- c. regular calibration of equipment;
- d. optimizing mechanical removal to reduce use of deicers; or
- e. designation of no salt and/or low salt zones. [Minn. R. 7090]

22.7 If the permittee has an applicable WLA where a reduction in pollutant loading is required for temperature (i.e., City of Duluth, City of Hermantown, City of Rice Lake, City of Stillwater, MnDOT Outstate, St. Louis County, University of Minnesota - Duluth, and Lake Superior College), the permittee must maintain a written plan that identifies specific activities the

	permittee will implement to reduce thermal loading during the permit term. The written plan may include, but is not limited to: <ul style="list-style-type: none">a. implementation of infiltration BMPs such as bioinfiltration practices;b. disconnection and/or reduction of impervious surfaces;c. retrofitting existing structural stormwater BMPs; ord. improvement of riparian vegetation. [Minn. R. 7090]
23.1	Alum or Ferric Chloride Phosphorus Treatment Systems. [Minn. R. 7090]
23.2	If the permittee uses an alum or ferric chloride phosphorus treatment system, the permittee must comply with Section 23 requirements. [Minn. R. 7090]
23.3	The permittee's alum or ferric chloride phosphorus treatment system must comply with the following: <ul style="list-style-type: none">a. the permittee must use the treatment system for the treatment of phosphorus in stormwater. Non-stormwater discharges must not be treated by this system;b. the treatment system must be contained within the conveyances and structural stormwater BMPs of the MS4. The utilized conveyances and structural stormwater BMPs must not include any receiving waters;c. phosphorus treatment systems utilizing chemicals other than alum or ferric chloride must receive written approval from the Agency; andd. in-lake phosphorus treatment activities are not authorized under the General Permit. [Minn. R. 7090]
23.4	The permittee's alum or ferric chloride phosphorus treatment system must meet the following design parameters: <ul style="list-style-type: none">a. the treatment system must be constructed in a manner that diverts the stormwater flow to be treated from the main conveyance system;b. a high flow bypass must be part of the inlet design; andc. a flocculant storage/settling area must be incorporated into the design, and adequate maintenance access must be provided (minimum of 8 feet wide) for the removal of accumulated sediment. [Minn. R. 7090]
23.5	A designated person must perform visual monitoring of the treatment system for proper performance at least once every seven (7) days, and within 24 hours after a rainfall event greater than 2.5 inches in 24 hours. Following visual monitoring which occurs within 24 hours after a rainfall event, the next visual monitoring must be conducted within seven (7) days after that rainfall event. [Minn. R. 7090]
23.6	Three (3) benchmark monitoring stations must be established. Table 1 in Appendix A must be used for the parameters, units of measure, and frequency of measurement for each station. [Minn. R. 7090]
23.7	Samples must be collected as grab samples or flow-weighted 24-hour composite samples. [Minn. R. 7090]
23.8	Each sample, excluding pH samples, must be analyzed by a laboratory certified by the Minnesota Department of Health and/or the Agency, and: <ul style="list-style-type: none">a. sample preservation and test procedures for the analysis of pollutants must conform to 40 CFR Part 136 and Minn. R. 7041.3200;b. detection limits for dissolved phosphorus, dissolved aluminum, and dissolved iron must be a minimum of 6 micrograms per liter, 10 micrograms per liter, and 20 micrograms per liter, respectively; andc. pH must be measured within 15 minutes of sample collection using calibrated and maintained equipment. [Minn. R. 7090]
23.9	In the following situations, the permittee must perform corrective action(s) and immediately notify the Minnesota Department of Public Safety Duty Officer at 1-800-422-0798 (toll free) or 651-649-5451 (Metro area): <ul style="list-style-type: none">a. the pH of the discharged water is not within the range of 6.0 and 9.0;b. any indications of toxicity or measurements exceeding water quality standards which could endanger human health, public drinking water supplies, or the environment; orc. a spill or discharge or alteration resulting in water pollution as defined in Minn. Stat. 115.01, subd. 13, of alum or ferric chloride. <p>If item b is applicable, the permittee must also report the non-compliance to the Commissioner as required in item 26.11.</p>

	[Minn. R. 7001.0150, Subp. 3(K), Minn. R. 7090]
23.10	If the permittee discovers indications of toxicity or measurements exceeding water quality standards that the permittee determines does not endanger human health, public drinking water supplies, or the environment, the permittee must report the non-compliance to the Commissioner as required in item 26.12. [Minn. R. 7001.0150, Subp. 3(L), Minn. R. 7090]
23.11	<p>The permittee must submit the following information with the annual report. The annual report must include a month-by-month summary of:</p> <ul style="list-style-type: none">a. date(s) of operation;b. chemical(s) used for treatment;c. gallons of water treated;d. gallons of alum or ferric chloride treatment used;e. calculated pounds of phosphorus removed; andf. any performance issues and the corrective action(s), including the date(s) when corrective action(s) were taken. [Minn. R. 7090]
23.12	A record of the design parameters in items 23.13 through 23.15 must be kept on-site. [Minn. R. 7090]
23.13	Site-specific jar testing conducted using typical and representative water samples in accordance with the most current approved version of ASTM D2035. [Minn. R. 7090]
23.14	<p>Baseline concentrations of the following parameters in the influent and receiving waters:</p> <ul style="list-style-type: none">a. aluminum or iron; andb. phosphorus. [Minn. R. 7090]
23.15	<p>The following system parameters and how each was determined:</p> <ul style="list-style-type: none">a. flocculant settling velocity;b. minimum required retention time;c. rate of diversion of stormwater into the system;d. the flow rate from the discharge of the outlet structure; ande. range of expected dosing rates. [Minn. R. 7090]
23.16	<p>The following site-specific procedures must be developed and a copy kept on-site:</p> <ul style="list-style-type: none">a. procedures for the installation, operation and maintenance of all pumps, generators, control systems, and other equipment;b. specific parameters for determining when the solids must be removed from the system and how the solids will be handled and disposed of; andc. procedures for cleaning up and/or containing a spill of each chemical stored on-site. [Minn. R. 7090]
24.1	Stormwater Pollution Prevention Program (SWPPP) Modification. [Minn. R. 7090]
24.2	<p>The Commissioner may require the permittee to modify the SWPPP as needed, in accordance with the procedures of Minn. R. 7001, and may consider the following factors:</p> <ul style="list-style-type: none">a. discharges from the MS4 are impacting the quality of receiving waters;b. more stringent requirements are necessary to comply with state or federal regulations; andc. additional conditions are deemed necessary to comply with the goals and applicable requirements of the Clean Water Act and protect water quality. [Minn. R. 7090]
24.3	Modifications that the permittee chooses to make to the SWPPP other than modifications authorized in item 24.4, must be approved by the Commissioner in accordance with the procedures of Minn. R. 7001. All requests must be in writing, setting forth schedules for compliance. The request must discuss alternative program modifications, assure compliance with requirements of the permit, and meet other applicable laws. [Minn. R. 7090]
24.4	The permittee may modify the SWPPP without prior approval of the Commissioner provided the Commissioner is notified of the modification in the annual report for the year the modification is made and the modification falls under one of the following categories:

- a. a BMP is added, and none subtracted, from the SWPPP; or
- b. a less effective BMP is replaced with a more effective BMP. The alternate BMP must address the same, or similar, concerns as the ineffective or failed BMP. [Minn. R. 7090]

25.1 Annual Assessment, Annual Reporting, and Recordkeeping. [Minn. R. 7090]

25.2 The permittee must conduct an annual assessment to evaluate compliance with the terms and conditions of the General Permit, including the effectiveness of the components of the SWPPP and the status of achieving the measurable requirements in the General Permit. Measurable requirements are activities that must be documented or tracked (e.g., education and outreach efforts, implementation of written plans, inventories, trainings, site plan reviews, inspections, enforcement, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the SWPPP as a result of the annual assessment. [Minn. R. 7090]

25.3 The permittee must submit an annual report : Due annually, by the 30th of June. The annual report must cover the portion of the previous calendar year during which the permittee was authorized to discharge stormwater under the General Permit. The annual report shall be submitted to the Agency, in a manner determined by the Agency, that includes but is not limited to:

- a. the status of compliance with permit terms and conditions, including an assessment of the appropriateness of BMPs identified by the permittee and progress towards achieving the measurable requirements of each of the MCMs. The assessment must be based on results of information collected and analyzed, including monitoring (if any), inspection findings, and public input received during the reporting period;
- b. the stormwater activities the permittee plans to undertake during the next reporting cycle;
- c. a change in any identified BMPs for any of the MCMs;
- d. the summary required in item 22.2 to demonstrate progress toward achieving applicable WLAs;
- e. information required to be recorded or documented in Sections 13 through 24; and
- f. a statement that the permittee is relying on a partnership(s) with another regulated small MS4(s) to satisfy one or more permit requirements (if applicable), and what agreements the permittee has entered into in support of this effort. [Minn. R. 7090]

25.4 The permittee must make records, including components of the SWPPP, available to the public at reasonable times during regular business hours (see 40 CFR 122.7 for confidentiality provision). [Minn. R. 7090]

25.5 The permittee must retain copies of the permit application, all documentation necessary to comply with SWPPP requirements, all data and information used by the permittee to complete the application process, and any information developed as a requirement of the General Permit or as requested by the Commissioner, for a period of at least three (3) years beyond the date of permit expiration. This period is automatically extended during the course of an unresolved enforcement action regarding the small MS4 or as requested by the Commissioner. [Minn. R. 7001.0080, Minn. R. 7090]

25.6 The permittee must, when requested by the Commissioner, submit within a reasonable time the information and reports that are relevant to the control of pollution regarding the construction, modification, or operation of the facility covered by the General Permit or regarding the conduct of the activity covered by the General Permit. [Minn. R. 7001.0150, Subp. 3(H), Minn. R. 7090]

25.7 The permittee must use an electronic submittal process, as provided by the Agency, to submit information required by the General Permit. If electronic submittal is not available, the permittee must use the following mailing address:

Supervisor, Municipal Stormwater Unit
Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, Minnesota 55155-4194. [Minn. R. 7090]

26.1 General Conditions. [Minn. R. 7090]

26.2 The Agency's issuance of a permit does not release the permittee from any liability, penalty, or duty imposed by Minnesota or federal statutes or rules or local ordinances, except the obligation to obtain the General Permit. [Minn. R. 7001.0150, Subp. 3(A)]

26.3 The Agency's issuance of a permit does not prevent the future adoption by the Agency of pollution control rules, standards, or orders more stringent than those now in existence and does not prevent the enforcement of these rules, standards, or orders against the permittee. [Minn. R. 7001.0150, Subp. 3(B)]

26.4	The General Permit does not convey a property right or an exclusive privilege. [Minn. R. 7001.0150, Subp. 3(C)]
26.5	The Agency's issuance of a permit does not obligate the Agency to enforce local laws, rules or plans beyond that authorized by Minnesota statutes. [Minn. R. 7001.0150, Subp. 3(D)]
26.6	The permittee must perform the actions or conduct the activity authorized by the permit in accordance with the plans and specifications approved by the Agency and in compliance with the conditions of the permit. [Minn. R. 7001.0150, Subp. 3(E)]
26.7	The permittee must at all times properly operate and maintain the facilities and systems of treatment and control and the appurtenances related to them which are installed or used by the permittee to achieve compliance with the conditions of the General Permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. The permittee must install and maintain appropriate backup or auxiliary facilities if they are necessary to achieve compliance with the conditions of the General Permit and, for all permits other than hazardous waste facility permits, if these backup or auxiliary facilities are technically and economically feasible. [Minn. R. 7001.0150, Subp. 3(F)]
26.8	The permittee may not knowingly make a false or misleading statement, representation, or certification in a record, report, plan, or other document required to be submitted to the Agency or to the Commissioner by the General Permit. The permittee must immediately upon discovery report to the Commissioner an error or omission in these records, reports, plans, or other documents. [Minn. R. 7001.0150, Subp. 3(G), Minn. R. 7001.1090, Subp. 1(G), Minn. R. 7001.1090, Subp. 1(H), Minn. Stat. 609.671]
26.9	When authorized by Minn. Stat. 115.04, 115B.17, subd. 4, and 116.091, and upon presentation of proper credentials, the Agency, or an authorized employee or agent of the Agency, must be allowed by the permittee to enter at reasonable times upon the property of the permittee to examine and copy books, papers, records, or memoranda pertaining to the activity covered by the General Permit; and to conduct surveys and investigations, including sampling or monitoring, pertaining to the construction, modification, or operation of the facility covered by the permit or pertaining to the activity covered by the General Permit. [Minn. R. 7001.0150, Subp. 3(I)]
26.10	If the permittee discovers, through any means, including notification by the Agency, that noncompliance with a condition of the General Permit has occurred, the permittee must take all reasonable steps to minimize the adverse impacts on human health, public drinking water supplies, or the environment resulting from the noncompliance. [Minn. R. 7001.0150, Subp. 3(J)]
26.11	If the permittee discovers that noncompliance with a condition of the General Permit has occurred which could endanger human health, public drinking water supplies, or the environment, the permittee must, within 24 hours of the discovery of the noncompliance, orally notify the Commissioner. Within five days of the discovery of the noncompliance, the permittee must submit to the Commissioner a written description of the noncompliance; the cause of the noncompliance; the exact dates of the period of the noncompliance; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. [Minn. R. 7001.0150, Subp. 3(K)]
26.12	The permittee must report noncompliance with the General Permit not reported under item 26.11 as a part of the next report which the permittee is required to submit under the General Permit. If no reports are required within 30 days of the discovery of the noncompliance, the permittee must submit the information listed in item 26.11 within 30 days of the discovery of the noncompliance. [Minn. R. 7001.0150, Subp. 3(L), Minn. R. 7090]
26.13	The permittee must give advance notice to the Commissioner as soon as possible of planned physical alterations or additions to the permitted facility (MS4) or activity that may result in noncompliance with a Minnesota or federal pollution control statute or rule or a condition of the General Permit. [Minn. R. 7001.0150, Subp. 3(M)]
26.14	The General Permit is not transferable to any person without the express written approval of the Agency after compliance with the requirements of Minn. R. 7001.0190. A person to whom the permit has been transferred must comply with the conditions of the General Permit. [Minn. R. 7001.0150, Subp. 3(N)]
26.15	The General Permit authorizes the permittee to perform the activities described in the permit under the conditions of the General Permit. In issuing the permit, the state and Agency assume no responsibility for damage to persons, property, or the environment caused by the activities of the permittee in the conduct of its actions, including those activities authorized, directed, or undertaken under the permit. To the extent the state and Agency may be liable for the activities of its employees, that liability is explicitly limited to that provided in the Tort Claims Act, Minn. Stat. 3.736. [Minn. R. 7001.0150, Subp. 3(O)]

26.16	The General Permit incorporates by reference the applicable portions of 40 CFR 122.41 and 122.42(c) and (d), and Minn. R. 7001.1090, which are enforceable parts of the General Permit. [Minn. R. 7090]
26.17	The provisions of the General Permit are severable, and if any provision of the General Permit, or the application of any provision of the General Permit to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of the General Permit shall not be affected thereby. [Minn. R. 7090]
27.1	Definitions. [Minn. R. 7090]
27.2	"Active karst" means a terrain having distinctive landforms and hydrology created primarily from the dissolution of soluble rocks within 50 feet of the land surface. [Minn. R. 7090]
27.3	"Agency" means the Minnesota Pollution Control Agency or MPCA. [Minn. Stat. 116.36, subd. 2]
27.4	"Alum or Ferric Chloride Phosphorus Treatment System" means the diversion of flowing stormwater from a MS4, removal of phosphorus through the use a continuous feed of alum or ferric chloride additive, flocculation, and the return of the treated stormwater back into a MS4 or receiving water. [Minn. R. 7090]
27.5	"Applicable WLA" means a Waste Load Allocation assigned to the permittee and approved by the USEPA prior to the issuance date of the General Permit. [Minn. R. 7090]
27.6	"Best Management Practices" or "BMPs" means practices to prevent or reduce the pollution of the waters of the state, including schedules of activities, prohibitions of practices, and other management practices, and also includes treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge, or waste disposal or drainage from raw material storage. [Minn. R. 7001.1020, Subp. 5]
27.7	"Commissioner" means the Commissioner of the Minnesota Pollution Control Agency or the Commissioner's designee. [Minn. Stat. 116.36, subd. 3]
27.8	"Common Plan of Development or Sale" means a contiguous area where multiple separate and distinct land disturbing activities may be taking place at different times, on different schedules, but under one proposed plan. One plan is broadly defined to include design, permit application, advertisement or physical demarcation indicating that land-disturbing activities may occur. [Minn. R. 7090]
27.9	"Construction Activity" means activities including clearing, grading, and excavating, that result in land disturbance of equal to or greater than one acre, including the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one acre. This includes a disturbance to the land that results in a change in the topography, existing soil cover, both vegetative and nonvegetative, or the existing soil topography that may result in accelerated stormwater runoff that may lead to soil erosion and movement of sediment. Construction activity does not include a disturbance to the land of less than five acres for the purpose of routine maintenance performed to maintain the original line and grade, hydraulic capacity, and original purpose of the facility. Routine maintenance does not include activities such as repairs, replacement and other types of non-routine maintenance. Pavement rehabilitation that does not disturb the underlying soils (e.g., mill and overlay projects) is not construction activity. [Minn. R. 7090]
27.10	"DNR Catchment Area" means the Hydrologic Unit 08 areas delineated and digitized by the Minnesota DNR. The catchment areas are available for download at the Minnesota DNR Geospatial Commons website. DNR catchment areas may be locally corrected, in which case the local corrections may be used. [Minn. R. 7090]
27.11	"Existing Permittee" means an owner/operator of a small MS4 that has been authorized to discharge stormwater under a previously issued general permit for small MS4s in the state of Minnesota. [Minn. R. 7090]
27.12	"Fully reconstructed" means areas where impervious surfaces have been removed down to the underlying soils. Activities such as structure renovation, mill and overlay projects, and other pavement rehabilitation projects that do not expose the underlying soils beneath the structure, pavement, or activity are not considered fully reconstructed. Maintenance activities such as catch basin repair/replacement, utility repair/replacement, pipe repair/replacement, lighting, and pedestrian ramp improvements are not considered fully reconstructed. [Minn. R. 7090]
27.13	"General permit" means a permit issued under Minn. R. 7001.0210 to a category of permittees whose operations, emissions, activities, discharges, or facilities are the same or substantially similar. [Minn. R. 7001.0010, Subp. 4]
27.14	"Geographic Coordinates" means the point location of a stormwater feature expressed by X, Y coordinates of a standard Cartesian coordinate system (i.e. latitude/longitude) that can be readily converted to Universal Transverse Mercator (UTM), Zone 15N in the NAD83 datum. For polygon features, the geographic coordinates will typically define the approximate center of a stormwater feature. [Minn. R. 7090]

27.15	"High Flow Bypass" means a function of an inlet device that allows a certain flow of water through, but diverts any higher flows away. High flow bypasses are generally used for BMPs that can only treat a designed amount of flow and that would be negatively affected by higher flows. [Minn. R. 7090]
27.16	"Illicit Discharge" means any discharge to a municipal separate storm sewer that is not composed entirely of stormwater except discharges pursuant to a NPDES permit (other than the NPDES permit for discharges from the municipal separate storm sewer) and discharges resulting from firefighting activities. [40 CFR 122.26(b)(2)]
27.17	"Impaired Water" means waters identified as impaired by the Agency, and approved by the USEPA, pursuant to section 303(d) of the Clean Water Act (33 U.S.C. 303(d)). [Minn. R. 7090]
27.18	"Linear project" means construction of new or fully reconstructed roads, trails, sidewalks, or rail lines that are not part of a common plan of development or sale. For example, roads being constructed concurrently with a new residential development are not considered linear projects because they are part of a common plan of development or sale. [Minn. R. 7090]
27.19	"Maximum Extent Practicable" or "MEP" means the statutory standard (33 U.S.C. 1342(p)(3)(B)(iii)) that establishes the level of pollutant reductions that an owner or operator of regulated MS4s must achieve. The USEPA has intentionally not provided a precise definition of MEP to allow maximum flexibility in MS4 permitting. The pollutant reductions that represent MEP may be different for each small MS4, given the unique local hydrologic and geologic concerns that may exist and the differing possible pollutant control strategies. Therefore, each permittee will determine appropriate BMPs to satisfy each of the six Minimum Control Measures (MCMs) through an evaluative process. The USEPA envisions application of the MEP standard as an iterative process. [Minn. R. 7090]
27.20	<p>"Municipal separate storm sewer system" or "MS4" means a conveyance or system of conveyances including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains:</p> <ul style="list-style-type: none"> a. owned or operated by a state, city, town, county, district, association, or other public body, created by or pursuant to state law, having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district, or drainage district or similar entity, or an Indian tribe or an authorized Indian tribe organization, or a designated and approved management Agency under section 208 of the federal Clean Water Act, United States Code, title 33, section 1288, that discharges into waters of the state; b. designed or used for collecting or conveying stormwater; c. that is not a combined sewer; and d. that is not part of a publicly owned treatment works as defined in 40 CFR 122.2. <p>Municipal separate storm sewer systems do not include separate storm sewers in very discrete areas, such as individual buildings. [Minn. R. 7090.0080, Subp. 8]</p>
27.21	"New Permittee" means an owner/operator of a small MS4 that has not been authorized to discharge stormwater under a previously issued General Stormwater Permit for small MS4s in the state of Minnesota and that applies for, and obtains coverage under the General Permit. [Minn. R. 7090]
27.22	"Non-Stormwater Discharge" means any discharge not composed entirely of stormwater. [Minn. R. 7090]
27.23	"Operator" means the person with primary operational control and legal responsibility for the MS4. [Minn. R. 7090.0080, Subp. 10]
27.24	"Outfall" means the point source where a MS4 discharges to a receiving water, or the stormwater discharge permanently leaves the permittee's MS4. It does not include diffuse runoff or conveyances that connect segments of the same stream or water systems (e.g., when a conveyance temporarily leaves an MS4 at a road crossing). [Minn. R. 7090]
27.25	"Owner" means the person that owns the MS4. [Minn. R. 7090.0080, Subp. 11]
27.26	"Permittee" means a person or persons, that signs the permit application submitted to the Agency and is responsible for compliance with the terms and conditions of the General Permit. [Minn. R. 7090]
27.27	"Person" means the state or any Agency or institution thereof, any municipality, governmental subdivision, public or private corporation, individual, partnership, or other entity, including, but not limited to, association, commission or any interstate body, and includes any officer or governing or managing body of any municipality, governmental subdivision, or public or private corporation, or other entity. [Minn. Stat. 115.01, subd. 10]
27.28	"Pipe" means a closed manmade conveyance device used to transport stormwater from location to location. The definition

	of pipe does not include foundation drain pipes, irrigation pipes, land drain tile pipes, culverts, and road sub-grade drain pipes. [Minn. R. 7090]
27.29	"Receiving Water" means any lake, river, stream or wetland that receives stormwater discharges from an MS4. [Minn. R. 7090]
27.30	"Reduce" means reduce to the Maximum Extent Practicable (MEP) unless otherwise defined in the context in which it is used. [Minn. R. 7090]
27.31	"Seasonally Saturated Soil" means the highest seasonal elevation in the soil in a reduced chemical state because of soil voids filled with water causing anaerobic conditions. Seasonally saturated soil is evidenced by the presence of redoximorphic features or other information determined by scientifically established methods or empirical field measurements. [Minn. R. 7090]
27.32	"Section" includes all item numbers of the same whole number. For example, "Section 5" of the General Permit refers to items 5.1 through 5.5. [Minn. R. 7090]
27.33	"Significant Materials" includes, but is not limited to: raw materials, fuels, materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products; raw materials used in food processing or production; hazardous substances designated under Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); any chemical the facility is required to report pursuant to Section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA); fertilizers, pesticides, and waste products such as ashes, slag, and sludge that have the potential to be released with stormwater discharges. When determining whether a material is significant, the physical and chemical characteristics of the material should be considered (e.g. the material's solubility, transportability, and toxicity characteristics) to determine the material's pollution potential. [40 CFR 122.26(b)(12)]
27.34	"Small Municipal Separate Storm Sewer System" or "small MS4", means all separate storm sewers that are: <ul style="list-style-type: none"> a. Owned or operated by the United States, a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management Agency under section 208 of the CWA that discharges to waters of the United States. b. Not defined as "large" or "medium" Municipal Separate Storm Sewer Systems pursuant to 40 CFR 122.26 paragraphs (b)(4) and (b)(7) or designated under paragraph (a)(1)(v). c. This term includes systems similar to separate storm sewer systems in municipalities, such as systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. The term does not include separate storm sewers in very discrete areas, such as individual buildings. [Minn. R. 7090]
27.35	"Stormwater" means stormwater runoff, snow melt runoff, and surface runoff and drainage. [Minn. R. 7090.0080, Subp. 12]
27.36	"Stormwater flow direction" means the direction of predominant flow within a pipe. Flow direction can be discerned if pipe elevations can be displayed on the storm sewer system map. [Minn. R. 7090]
27.37	"Stormwater Pollution Prevention Program" or "SWPPP" means a comprehensive program developed by the permittee to manage and reduce the discharge of pollutants in stormwater to and from the small MS4. [Minn. R. 7090]
27.38	"Structural Stormwater BMP" means a stationary and permanent BMP that is designed, constructed, and operated to prevent or reduce the discharge of pollutants in stormwater. [Minn. R. 7090]
27.39	"Total Maximum Daily Load" or "TMDL" means the sum of the individual Waste Load Allocations for point sources and load allocations for nonpoint sources and natural background, as more fully defined in 40 CFR 130.2, paragraph (i). A TMDL sets and allocates the maximum amount of a pollutant that may be introduced into a water of the state and still assure attainment and maintenance of water quality standards. [Minn. R. 7052.0010, Subp. 42]
27.40	"Waste Load Allocation" or "WLA" means the portion of a receiving water's loading capacity that is allocated to one of its existing or future point sources of pollution, as more fully defined in Code of Federal Regulations, title 40, section 130.2, paragraph (h). In the absence of a TMDL approved by USEPA under 40 CFR 130.7, or an assessment and remediation plan developed and approved according to Minn. R. 7052.0200, Subp. 1.C, a WLA is the allocation for an individual point source that ensures that the level of water quality to be achieved by the point source is derived from and complies with all applicable water quality standards and criteria. [Minn. R. 7052.0010, Subp. 45]
27.41	"Water pollution" means (a) the discharge of any pollutant into any waters of the state or the contamination of any waters of the state so as to create a nuisance or render such waters unclean, or noxious, or impure so as to be actually or

potentially harmful or detrimental or injurious to public health, safety or welfare, to domestic, agricultural, commercial, industrial, recreational or other legitimate uses, or to livestock, animals, birds, fish or other aquatic life; or (b) the alteration made or induced by human activity of the chemical, physical, biological, or radiological integrity of waters of the state. [Minn. Stat. 115.01, subd. 13]

27.42 "Water Quality Standards" means those provisions contained in Minn. R. 7050 and 7052. [Minn. R. 7090]

27.43 "Water Quality Volume" means either:

- a. for construction activity (excluding linear projects), one (1) inch of runoff from the sum of the new and fully reconstructed impervious surfaces created by the project (calculated as an instantaneous volume); or
- b. for linear projects, the greater of one (1) inch of runoff from the new impervious surface or one-half (0.5) inch of runoff from the sum of the new and fully reconstructed impervious surfaces created by the project (calculated as an instantaneous volume). [Minn. R. 7090]

27.44 "Waters of the State" means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof. [Minn. Stat. 115.01, subd. 22]

27.45 "Wetlands" means those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Constructed wetlands designed for wastewater treatment are not waters of the state. Wetlands must have the following attributes:

- a. a predominance of hydric soils;
- b. inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in a saturated soil condition; and
- c. under normal circumstances support a prevalence of such vegetation. [Minn. R. 7050.0186, Subp. 1a.B]

Appendix A. Alum or Ferric Chloride Phosphorus Treatment Systems

Table 1:
Monitoring parameters during operation

Station	Alum parameters	Ferric parameters	Units	Frequency
Upstream-background	Total Phosphorus	Total Phosphorus	mg/L	1 x week
	Dissolved Phosphorus	Dissolved Phosphorus	mg/L	1 x week
	Total Aluminum	Total Iron	mg/L	1 x month
	Dissolved Aluminum	Dissolved Iron	mg/L	1 x week
	pH	pH	SU	1 x week
	Flow	Flow	Mgd	Daily
Alum or Ferric Chloride Feed	Alum	Ferric	Gallons	Daily total dosed in gallons
Discharge from treatment	Total Phosphorus	Total Phosphorus	mg/L	1 x week
	Dissolved Phosphorus	Dissolved Phosphorus	mg/L	1 x week
	Total Aluminum	Total Iron	mg/L	1 x month
	Dissolved Aluminum	Dissolved Iron	mg/L	1 x week
	pH	pH	SU	1 x week
	Flow	Flow	Mgd	Daily

Appendix B. Schedules

Table 2:
Existing Permittees - Schedule of permit requirements

Permit requirement	Schedule
Section 12. Stormwater Pollution Prevention Program (SWPPP) Document <ul style="list-style-type: none">• <i>Submit the SWPPP Document completed in accordance with Section 12.</i>	<ul style="list-style-type: none">• Within 150 days after General Permit issuance date.
Section 13. Stormwater Pollution Prevention Program (SWPPP) <ul style="list-style-type: none">• <i>Complete revisions to incorporate the new requirements of Sections 14 - 23 into current SWPPP.</i>	<ul style="list-style-type: none">• Within 12 months of the date General Permit coverage is extended, unless other timelines have been specifically established in the General Permit and identified below.
Section 19. Construction Site Stormwater Runoff Control <ul style="list-style-type: none">• <i>Complete revisions to Construction Site Stormwater Runoff Control program, including revisions to regulatory mechanism(s), if necessary.</i>• <i>When the CSW Permit is reissued, revise regulatory mechanism(s), if necessary, to be at least as stringent as the requirements for erosion, sediment, and waste controls described in the CSW Permit.</i>	<ul style="list-style-type: none">• Within 12 months of the date General Permit coverage is extended.• Within 12 months of the issuance date of the CSW Permit (expected issuance date of the CSW Permit is August 1, 2023).
Section 21. Pollution Prevention/Good Housekeeping for Municipal Operations <ul style="list-style-type: none">• <i>Conduct structural stormwater best management practice (BMP) inspections.</i>• <i>Conduct pond and outfall inspections.</i>	<ul style="list-style-type: none">• Each calendar year.• Prior to the expiration date of the General Permit.
Section 22. Discharges to Impaired Waters with a USEPA-Approved TMDL that includes an Applicable WLA <ul style="list-style-type: none">• <i>Submit all information required in item 22.2.</i>• <i>Meet requirements for applicable WLAs for bacteria, chloride, and temperature in Section 22.</i>	<ul style="list-style-type: none">• With each annual report.• Within 12 months of the date General Permit coverage is extended.
Section 25. Annual Assessment, Annual Reporting, and Recordkeeping <ul style="list-style-type: none">• <i>Conduct assessment of the SWPPP.</i>• <i>On a form provided by the Agency, submit an annual report.</i>	<ul style="list-style-type: none">• Prior to completion of each annual report.• By June 30th of each calendar year.

Table 3:
 New Permittees - Schedule of permit requirements

Permit requirement	Schedule
Section 10. New Permittee Applicants <ul style="list-style-type: none"> • <i>Submit Part 1, and Part 2 of the permit application as required by Section 12.</i> 	<ul style="list-style-type: none"> • Within 18 months of written notification from the Commissioner that the MS4 meets the criteria in Minn. R. 7090.1010, subp. 1.A. or B. and General Permit coverage is required.
Section 13. Stormwater Pollution Prevention Program (SWPPP) <ul style="list-style-type: none"> • <i>Complete all requirements of Sections 14 - 23.</i> 	<ul style="list-style-type: none"> • Within 36 months of the date General Permit coverage is extended, unless other timelines have been specifically established in the General Permit and identified below; or • Within timelines established by the Commissioner in item 8.3.
Section 14. Mapping <ul style="list-style-type: none"> • <i>Develop a storm sewer system map.</i> 	<ul style="list-style-type: none"> • Within 24 months of the date General Permit coverage is extended.
Section 18. Illicit Discharge Detection and Elimination <ul style="list-style-type: none"> • <i>Develop, implement, and enforce an Illicit Discharge Detection and Elimination Program.</i> 	<ul style="list-style-type: none"> • Within 12 months of the date General Permit coverage is extended.
Section 19. Construction Site Stormwater Runoff Control <ul style="list-style-type: none"> • <i>Develop, implement, and enforce a Construction Site Stormwater Runoff Control Program.</i> • <i>When the CSW Permit is reissued, revise regulatory mechanism(s), if necessary, to be at least as stringent as the requirements for erosion, sediment, and waste controls described in the CSW Permit.</i> 	<ul style="list-style-type: none"> • Within 12 months of the date General Permit coverage is extended. • Within 12 months of the issuance date of the CSW Permit (expected issuance date of the CSW Permit is August 1, 2023).
Section 20. Post-Construction Stormwater Management <ul style="list-style-type: none"> • <i>Develop, implement, and enforce a Post-Construction Stormwater Management program.</i> 	<ul style="list-style-type: none"> • Within 24 months of the date General Permit coverage is extended.
Section 21. Pollution Prevention/Good Housekeeping for Municipal Operations <ul style="list-style-type: none"> • <i>Conduct structural stormwater BMP inspections.</i> • <i>Conduct pond and outfall inspections.</i> 	<ul style="list-style-type: none"> • Each calendar year. • Prior to the expiration date of the General Permit.
Section 22. Discharges to Impaired Waters with a USEPA-Approved TMDL that includes an Applicable WLA <ul style="list-style-type: none"> • <i>Submit all information required in item 22.2.</i> • <i>Meet requirements for applicable WLAs for bacteria, chloride, and temperature in Section 22.</i> 	<ul style="list-style-type: none"> • With each annual report. • Within 12 months of the date General Permit coverage is extended.
Section 23. Alum or Ferric Chloride Phosphorus Treatment Systems (if applicable) <ul style="list-style-type: none"> • <i>Meet requirements for treatment systems in Section 23.</i> 	<ul style="list-style-type: none"> • Within 12 months of the date General Permit coverage is extended.
Section 25. Annual SWPPP Assessment, Annual Reporting, and Recordkeeping <ul style="list-style-type: none"> • <i>Conduct assessment of the SWPPP.</i> • <i>On a form provided by the Agency, submit an annual report.</i> 	<ul style="list-style-type: none"> • Prior to completion of each annual report. • By June 30th of each calendar year.

Introduction: This document is a formatted version of the MS4 Annual Report for 2020, which is completed online by each MS4 permittee. This report is a summary of activities completed under the 2013 MS4 Permit (Permit) between January 1, 2020, and December 31, 2020. For more information about the annual report, please visit the Minnesota Pollution Control Agency's (MPCA) MS4 annual report website at https://stormwater.pca.state.mn.us/index.php?title=MS4_Annual_Report.

MS4 general contact information

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Preparer contact information (if different from the MS4 General contact)

Full name: _____ Title: _____
Organization: _____
Mailing address: _____
City: _____ State: _____ Zip code: _____
Phone: _____ Email: _____

MCM 1: Public education and outreach

The following questions refer to Part III.D.1. of the Permit.

Q2 Did you select a stormwater-related issue of high priority to be emphasized during this Permit term? [Part III.D.1.a.(1)] Yes _____

Q3 If "Yes" in Q2, what is your stormwater-related issue(s)?

Q3 Options	Q3 – your answers
Q3:1 TMDL(s)	
Q3:2 Local businesses	
Q3:3 Residential BMPs	Residential BMPs
Q3:4 Pet waste	Pet waste
Q3:5 Yard waste	Yard waste
Q3:6 Deicing materials	Deicing materials
Q3:7 Household chemicals	Household chemicals
Q3:8 Construction activities	
Q3:9 Post-construction activities	
Q3:10 Other	

If "Other," describe:

Q4 Have you distributed educational materials or equivalent outreach to the public focused on illicit discharge recognition and reporting? [Part III.D.1.a.(2)] Yes _____

Q5 Do you have an implementation plan as required by the Permit? [Part III.D.1.b.] Yes _____

Q6 How did you distribute educational materials or equivalent outreach? [Part III.D.1.a.] [see table below]

Q7 For the items listed in Q6, who is the intended audience? [see table below]

Q8 For the items listed in Q6, enter the total circulation/audience below (if unknown, use best estimate). [see table below]

Options	Q6 – your answers	Q7	Q7	Q7	Q7	Q7	Q7	Q8
		Residents	Local businesses	Developers	Students	Employees	Other	Total
Brochure								
Newsletter								
Utility bill insert: merge								
Newspaper ad								
Radio ad								
Television ad								
Cable access channel								
Stormwater-related event								
School project or presentation								
Website	Website	Residents	Local Businesses	Developers		Employees		19000
Other (1)	Other (1)	Residents	Local Businesses	Developers				100
	describe: Erosion Prevention BMP material recommendations as provided with Erosion Control Permit							
Other (2)								
	describe:							
Other (3)								
	describe:							

For Q9 and Q10 below, provide a brief description of each activity related to public education and outreach (e.g., rain garden workshop, school presentation, public works open house) held and the date each activity was held from January 1, 2020 to December 31, 2020. [Part III.D.1.c.(4)]

Q9 Date of activity	Q10 Description of activity
1/1/2020	Website containing information and resources related to stormwater pollution control and prevention
	6th grade environmental day cancelled due to covid.

Q11 Between January 1, 2020, and December 31, 2020, did you modify your BMPs, measurable goals, or future plans for your public education and outreach program? [Part IV.B.] No

If "Yes," describe those modifications:

MCM 2: Public participation/involvement

The following questions refer to Part III.D.2.a. of the Permit.

Q12 You must provide a minimum of one opportunity each year for the public to provide input on the adequacy of your Stormwater Pollution Prevention Program (SWPPP). Did you provide this opportunity between January 1, 2020, and December 31, 2020? [Part III.D.2.a.(1)] Yes

Q13 If 'Yes' in Q12, what was the opportunity that you provided?

Q13 Options	Q13 – your answers
Q13:1 Public meeting	Public meeting
Q13:2 Public event	
Q13:3 Other	

Q14 If 'Public meeting' in Q13, did you hold a stand-alone meeting or combine it with another event? Combined
 Date of the public meeting: 10/26/2020
 Number of citizens that attended and were informed about your SWPPP: 0

Q15 If "Public event" in Q13, describe:
 Date of the public event:
 Number of citizens that attended and were informed about your SWPPP:

Q16 If "Other" in Q13, describe:
 Date of this action:
 Number of citizens that attended and were informed about your SWPPP:

Q17 Between January 1, 2020, and December 31, 2020, did you receive any input regarding your SWPPP? No
 If 'Yes,' enter the total number of individuals or organizations that provided comments on your SWPPP:

Q18 If 'Yes' in Q17, did you modify your SWPPP as a result of written input received? [Part III.D.2.b.(2)]
 If "Yes," describe those modifications:

Q19 Between January 1, 2020, and December 31, 2020, did you modify your BMPs, measurable goals, or future plans for your public education and outreach program? [Part IV.B.] No
 If "Yes," describe those modifications:

MCM 3: Illicit discharge detection and elimination

The following questions refer to Part III.D.3. of the Permit.

Q20 Do you have a regulatory mechanism which prohibits non-stormwater discharges to your MS4? Yes

Q21 Did you identify any illicit discharges between January 1, 2020, and December 31, 2020? [Part III.D.3.h.(4)] Yes

Q22 If 'Yes' in Q21, enter the number of illicit discharges detected: 2

Q23 If 'Yes' in Q21, how did you discover these illicit discharges:

Q23 Options	Q23 – your answers
Q23:1 Public complaint	Public complaint
Q23:2 Staff	Staff

Q24 If 'Public complaint' in Q23, enter the number discovered by the public: 1

Q25 If 'Staff' in Q23, enter the number discovered by staff: 1

Q26 If 'Yes' in Q21, did any of the discovered illicit discharges result in an enforcement action (this includes verbal warnings)? Yes

Q27 If 'Yes' in Q26, what type of enforcement action(s) was taken and how many of each action were

issued between January 1, 2020, and December 31, 2020?

Q27 Options	Q27 – your answers	
Q27:1 Verbal warning	Verbal warning	2
Q27:2 Notice of violation		
Q27:3 Fine		
Q27:4 Criminal action		
Q27:5 Civil penalty		
Q27:6 Other		

If "Other," describe:

Q28 If 'Yes' in Q26, did the enforcement action(s) taken sufficiently address the illicit discharge(s)? Yes

Q29 If 'No' in Q28, why was the enforcement not sufficient to address the illicit discharge(s):

Q30 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your illicit discharge regulatory mechanism(s)? [Part III.B.] Yes

Q31 Between January 1, 2020, and December 31, 2020, did you train all field staff in illicit discharge recognition (including conditions which could cause illicit discharges) and reporting illicit discharges for further investigations? [Part III.D.3.e.] Yes

Q32 If 'Yes' in Q31, how did you train your field staff?

Q32 Options	Q32 – your answers
Q32:1 Email	
Q32:2 PowerPoint	
Q32:3 Presentation	
Q32:4 Video	
Q32:5 Field training	Field Training
Q32:6 Other	Other

If "Other," describe:

MPCA & University of MN - Training courses & website review

The following questions refer to Part III.C.1. of the Permit.

Q33 Did you update your storm sewer system map between January 1, 2020, and December 31, 2020? [Part III.C.1.] No

Q34 Does your storm sewer map include all pipes 12 inches or greater in diameter and the direction of stormwater flow in those pipes? [Part III.C.1.a.] Yes

Q35 Does your storm sewer map include outfalls, including a unique identification (ID) number and an associated geographic coordinate? [Part III.C.1.b.] Yes

Q36 Does your storm sewer map include all structural stormwater BMPs that are part of your MS4? [Part III.C.1.c.] Yes

Q37 Does your storm sewer map include all receiving waters? [Part III.C.1.d.] Yes

Q38 In what format is your storm sewer map available? CAD
If "Other," describe:

- Q39 Between January 1, 2020, and December 31, 2020, did you modify your BMPs, measurable goals, or future plans for your illicit discharge detection and elimination (IDDE) program? No
- If "Yes," describe those modifications:

MCM 4: Construction site stormwater runoff control

The following questions refer to Part III.D.4. of the Permit.

- Q40 Do you have a regulatory mechanism that is at least as stringent as the Agency's general permit to Discharge Stormwater Associated with Construction Activity (CSW Permit) No. MN R100001 (<http://www.pca.state.mn.us/index.php/view-document.html?gid=18984>) for erosion and sediment controls and waste controls? [Part III.D.4.a.] Yes
- Q41 Have you developed written procedures for site plan reviews as required by the Permit? [Part III.D.4.b.] Yes
- Q42 Have you documented each site plan review as required by the Permit? [Part III.D.4.f.] Yes
- Q43 Enter the number of site plan reviews conducted for sites an acre or greater between January 1, 2020 and December 31, 2020: 0
- Q44 What types of enforcement actions do you have available to compel compliance with your regulatory mechanism? Check all that apply and enter the number of each used from January 1, 2020, to December 31, 2020.

Q44 Options	Q44 – your answers	
Q44:1 Verbal warning	Verbal warnings	0
Q44:2 Notice of violation	Notice of violation	0
Q44:3 Administrative order	Administrative orders	0
Q44:4 Stop-work order	Stop-work orders	0
Q44:5 Fine	Fines	0
Q44:6 Forfeit of security bond money		
Q44:7 Withholding of certificate of occupancy		
Q44:8 Criminal action	Criminal actions	0
Q44:9 Civil penalty		
Q44:10 Other	Other	0

If "Other," describe:

Cease & Desist

- Q45 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your construction site stormwater runoff control regulatory mechanism(s)? Yes
- Q46 Enter the number of active construction sites an acre or greater that were in your jurisdiction between January 1, 2020, and December 31, 2020: 0
- Q47 Do you have written procedures for identifying priority sites for inspections? [Part III.D.4.d.(1)] Yes
- Q48 If 'Yes' in Q47, how are sites prioritized for inspections?

Q48 Options	Q48 – your answers
Q48:1 Site topography	Site topography
Q48:2 Soil characteristics	Soil characteristics
Q48:3 Type of receiving water(s)	Types of receiving water(s)
Q48:4 Stage of construction	Stage of construction
Q48:5 Compliance history	Compliance history
Q48:6 Weather conditions	Weather conditions
Q48:7 Citizen complaints	Citizen complaints
Q48:8 Project size	Project size
Q48:9 Other	

If "Other," describe:

- Q49 Do you have a checklist or other written means to document site inspections when determining compliance? [Part III.D.4.d.(4)] Yes

Q50 Enter the number of site inspections conducted for sites an acre or greater between January 1, 2020, and December 31, 2020: 0

Q51 Enter the frequency at which site inspections are conducted (e.g. daily, weekly, monthly): [Part III.D.4.d.(2)]:

Daily or weekly, as needed, depending on site conditions.

Q52 Enter the number of trained inspectors that were available for construction site inspections between January 1, 2020, and December 31, 2020: 7

Q53 Provide the contact information for the inspector(s) and/or organization that conducts construction stormwater inspections for your MS4. List your primary construction stormwater contact first if you have multiple inspectors.

1	Inspector name:	Brian Pogodzinski
	Organization:	Houston County Highway Department
	Office phone:	507-725-3925
	Work/Cell phone:	
	Email address:	brian.pogodzinski@co.houston.mn.us
	Preferred contact method:	E-Mail
2	Inspector name:	Justin Conway
	Organization:	Houston County Highway Department
	Office phone:	507-725-3925
	Work/Cell phone:	
	Email address:	justin.conway@co.houston.mn.us
	Preferred contact method:	E-Mail
3	Inspector name:	Aaron Lacher
	Organization:	Houston County Zoning Department
	Office phone:	507-725-5800
	Work/Cell phone:	
	Email address:	aaron.lacher@co.houston.mn.us
	Preferred contact method:	E-Mail

Q54 What training did inspectors receive?

Q54 Options	Q54 – your answers
Q54:1 University of Minnesota Erosion and Stormwater Management Certification Program	University of Minnesota Erosion and Stormwater Management Certification Program
Q54:2 Qualified Compliance Inspector of Stormwater (QCIS)	
Q54:3 Minnesota Laborers Training Center Stormwater Pollution Prevention Plan Installer or Supervisor	
Q54:4 Minnesota Utility Contractors Association Erosion Control Training	
Q54:5 Certified Professional in Erosion and Sediment Control (CPESC)	
Q54:6 Certified Professional in Stormwater Quality (CPSWQ)	
Q54:7 Certified Erosion, Sediment and Storm Water Inspector (CESSWI)	
Q54:8 Other	Other

If "Other," describe:

MPCA Industrial Stormwater

Q55 Between January 1, 2020, and December 31, 2020, did you modify your BMPs, measurable goals, or future plans for your construction site stormwater runoff control program? [Part IV.B.] No

If "Yes," describe those modifications:

MCM 5: Post construction stormwater management

The following questions refer to Part III.D.5. of the Permit.

Q56 Do you have a regulatory mechanism which meets all requirements as specified in Part III.D.5.a of the Permit?

No

Q57 What approach are you using to meet the performance standard for Volume, Total Suspended Solids (TSS), and Total Phosphorus (TP) as required by the Permit? [Part III.D.5.a.(2)] Check all that apply. Refer to the MPCA website at <http://www.pca.state.mn.us/index.php/view-document.html?gid=17815> for guidance on stormwater management approaches.

Q57 Options	Q57 – your answers
Q57:1 Retain a runoff volume equal to one inch times the area of the proposed increase of impervious surfaces on-site	
Q57:2 Retain the post-construction runoff volume on site for the 95th percentile storm	
Q57:3 Match the pre-development runoff conditions	
Q57:4 Adopt the Minimal Impact Design Standards (MIDS)	
Q57:5 An approach has not been selected	An approach has not been selected
Q57:6 Other method (Must be technically defensible—e.g., based on modeling, research and acceptable engineering practices)	

If "Other," describe:

Q58 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your post-construction stormwater management regulatory mechanism(s)? [Part III.B.]

No

Q59 Between January 1, 2020, and December 31, 2020, did you modify your BMPs, measurable goals, or future plans for your post-construction site stormwater management program? [Part IV.B.]

No

If "Yes," describe those modifications:

MCM 6: Pollution prevention/good housekeeping for municipal operations

The following questions refer to Part III.D.6. of the Permit.

Q60 Enter the total number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds within your MS4 (exclude privately owned).

Q60:a Structural stormwater BMPs

0

Q60:b Outfalls

35

Q60:c Ponds

0

Q61 Enter the number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds that were inspected from January 1, 2020, to December 31, 2020, within your MS4 (exclude privately owned). [Part III.D.6.e.]

Q61:a Structural stormwater BMPs

0

Q61:b Outfalls

35

Q61:c Ponds

0

Q62 Have you developed an alternative inspection frequency for any structural stormwater BMPs, as allowed in Part III.D.6.e.(1) of the Permit?

No

Q63 Based on inspection findings, did you conduct any maintenance on any structural stormwater BMPs? [Part III.D.6.e.(1)]

No

Q64 If 'Yes,' briefly describe the maintenance that was conducted:

- Q65 Do you own or operate any stockpiles, and/or storage and material handling areas? [Part III.D.6.e.(3)] No
- Q66 If 'Yes' in Q65, did you inspect all stockpiles and storage and material handling areas quarterly? [Part III.D.6.e.(3)]
- Q67 If 'Yes' in Q66, based on inspection findings, did you conduct maintenance at any of the stockpiles and/or storage and material handling areas?
- Q68 If 'Yes' in Q67, briefly describe the maintenance that was conducted:
- Q69 Between January 1, 2020, and December 31, 2020, did you modify your BMPs, measurable goals, or future plans for your pollution prevention/good housekeeping for municipal operations program? [Part IV.B.] No
- If 'Yes' in Q69, describe those modifications:

Discharges to impaired waters with an USEPA-approved TMDL that includes an applicable WLA

If required, you must complete the TMDL Annual Report Form, available on the MPCA's website at https://stormwater.pca.state.mn.us/index.php?title=Download_page_with_TMDL_forms.

Attach your completed TMDL Annual Report Form as instructed in the online Annual Report. [Part III.E]

- Q71 If a file was successfully uploaded, a reference number will appear:

Alum or Ferric Chloride Phosphorus Treatment Systems (not required)

The following questions refer to Part III.F.3.a. of the Permit. Provide the information below as it pertains to your alum or ferric chloride phosphorus treatment system.

- Q72 Date(s) of operation (mm/dd/yyyy - mm/dd/yyyy)

January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

	Q73	Q74	Q75	Q76
Month	Chemical(s) used for treatment	Gallons of alum or ferric chloride treatment	Gallons of water treated	Calculated pounds of phosphorus removed
January				
February				
March				
April				
May				
June				
July				
August				
September				

October				
November				
December				

Q77 Any performance issues and corrective action(s), including the date(s) when corrective action(s) were taken, between January 1, 2020, and December 31, 2020:

Partnerships

Q78 Did you rely on any other regulated MS4s to satisfy one or more Permit requirements? Yes

Q79 If 'Yes' in Q78, describe the agreements you have with other regulated MS4s and which Permit requirements the other regulated MS4s help satisfy: [Part IV.B.6.]

Houston County's MS4 area is limited to the County owned right-of-way within the urbanized MS4 area. Within this area, the City of La Crescent's Zoning Ordinances prevail. For a typical year, there are no construction activities greater than 1 acre within the County MS4 area. If an illicit discharge were to be observed within the County MS4 area, the point of origin would be determined and the county works with the appropriate agency to determine the applicable agency for enforcement actions. The County also holds a joint annual public MS4 meeting with the City of La Crescent

Additional information

If you would like to provide any additional files to accompany your annual report, use the space below to upload those files. For each space, you may attach one file. You may provide additional explanation and/or information in an email with the subject YourMS4NameHere_2020AR to ms4permitprogram.pca@state.mn.us.

Q80 If a file was successfully uploaded, a reference number will appear:

Q81 If a file was successfully uploaded, a reference number will appear:

Q82 If a file was successfully uploaded, a reference number will appear:

Q83 Optional, describe the file(s) uploaded:

Owner of operator certification

The person with overall administrative responsibility for SWPPP implementation and Permit compliance must certify this MS4 Annual Report. This person must be duly authorized and should be either a principal executive (i.e., Director of Public Works, City Administrator) or ranking elected official (i.e., Mayor, Township Supervisor).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete (Minn. R. 7001.0070). I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment (Minn. R. 7001.0540)?

Yes

By typing my name in the following box, I certify the above statements to be true and correct, to the best of my knowledge, and that information can be used for the purpose of processing my MS4 Annual Report.

Name: Brian K. Pogodzinski

Title: County Engineer

Date: 2/10/2021

**HOUSTON COUNTY
AGENDA REQUEST FORM
November 5, 2021**

Date Submitted: November 5, 2021

By: Robert Thoen

The Brownsville VFW has again donated \$150.00 to the Veteran Services Office to use for any veteran's needs. The County Board must accept this by motion.

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

Houston County Agenda Request Form

Date Submitted: 11/17/2021

Person requesting appointment with County Board: John Pogleasa, Director Public Health & Human Services

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

Issue:

Approve MFIP Biennial Service Agreement 2022-2023. This is a required agreement for administration of the Minnesota Family Investment Program (MFIP).

Attachments/Documentation for the Board's Review:

Soft copy of Biennial Service Agreement for review

Justification:

Action Requested:

Review and approve agreement as presented. Complete electronic signature and submission process.

For County Use Only			
Reviewed by:	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning/Environmental Service
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> HR/Personnel
	<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 schedule appointments as appropriate.



2022-2023 County MFIP Biennial Service Agreement

January 1, 2022 - December 31, 2023

DHS-3863-ENG 8-21

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Enter the county's unique ID number **28HOU675**

Contact Information

COUNTY/CONSORTIUM NAME

Houston

PLAN YEAR

2022-2023

CONTACT PERSON

Karen Kohlmeier

TITLE

Financial Assistance Supervisor

ADDRESS

304 S Marshall St, Rm 104

CITY

Caledonia

STATE

MN

ZIP CODE

55921

PHONE NUMBER

507-725-5811

EMAIL ADDRESS (where correspondence related to this form will be sent)

karen.kohlmeier@co.houston.mn.us

CONFIRM EMAIL ADDRESS

karen.kohlmeier@co.houston.mn.us

Note: Please review the 2022-2023 MFIP Biennial Service Agreement Bulletin for more details before you complete this document.

County MFIP Biennial Service Agreement

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A. Needs Statement

1. Identify challenges in financial assistance services that are prohibiting you from properly serving MFIP/DWP families in your community.

At this time, COVID has created the biggest challenge. The families we have served are finding it difficult to find and retain jobs as we have a shortage of child care providers in our area. The families are also having a difficult time finding jobs that offer/provide living wages for them to adequately support their families. Staff are adjusting to the return of business as usual and the adjustment back to "normal" processing has been an adjustment. We have found we have had to re-educate ourselves and our clients around the rules of the programs and reporting. Other challenges include the complexity of training, transportation for our clients with no means, lack of child care providers and difficulties meeting the S-SI performance measure.

9241 characters remaining

2. Identify challenges in employment services that are prohibiting you from properly serving MFIP/DWP families in your community.

We have had a bit of turnover in our Employment Services provider. We have a very well established relationship with our Workforce Development provide, but they have had turnover in our area. It has been difficult to build rapport with our clients through the pandemic while they were trying to provide services remotely or over the phone. WDI has adjusted well and the new staff is settling in. We are also facing the closing of a major employer in our community and have had other businesses close. Challenges in our area are compounded when you take into the consideration of lack of transportation and the lack of mass transportation; the lack of affordable and available childcare; mental health and the opioid crisis.

characters remaining

3. Identify the strengths in your community that you are most proud of that benefit MFIP/DWP families.

characters remaining

County MFIP Biennial Service Agreement

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A. Needs Statement (continued)**4. What strengths and resources do you have available to address the needs of your participants?**

Please check all the resources available to participants in your service area and check whether the resource is available within MFIP financial or employment services "in-house" or from a partner organization (county resources with developed connections to MFIP), and/or an external community resource or both. If you lack sufficient resources in your area, check the Resource Gaps column, even if there are some resource sources. Add any "other" resources that you consider necessary.

MFIP Resources	Partner Resources	Community Resources	Resource Gaps	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	ABE/GED
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Adult/elder services
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Career planning
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Childcare funds
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Chemical health services
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Computer lab access
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Credit counseling/financial literacy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	English Language Learner (ELL)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Food shelf
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Housing assistance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job club
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job development
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job placement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job retention
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job search workshops
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mental health services
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	On-the-job training program
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Post-secondary education planning
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Short-term training
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Supported work / paid work experience
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Transportation assistance (gas cards, bus cards)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vehicle repair funds
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Volunteer opportunities
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Youth program
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other

5. County Program Contact Information

Please name contacts for the following programs if different from the contact on the cover page.
You only need to give a person's phone and email once.

MFIP EMPLOYMENT SERVICES STAFF CONTACT NAME PHONE NUMBER EMAIL ADDRESS

DWP STAFF CONTACT NAME PHONE NUMBER EMAIL ADDRESS

FINANCIAL ASSISTANCE SERVICES STAFF CONTACT NAME PHONE NUMBER EMAIL ADDRESS

County MFIP Biennial Service Agreement

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A. Needs Statement (continued)**6. Employment Services Provider(s) Information**

Statute 256J.50, subdivision 8: Each county, or group of counties working cooperatively, shall make available to participants the choice of at least two employment and training service providers as defined under Minnesota Statutes, section 256J.49, subdivision 4, except in counties contracting with CareerForce Centers that use multiple employment and training services or that offer multiple services options under a collaborative effort and can document that participants have choice among employment and training services designed to meet specialized needs.

List your current employment services provider(s) and check the respective box to indicate which population served. If a CareerForce Center is the only employment services provider, list the multiple employment and training services among which participants can choose. Section G of this form addresses provider choice.

NAME	ADDRESS	
Workforce Development, Inc	2070 College View Rd E, Rochester, MN 55904	
CONTACT PERSON	PHONE NUMBER	EMAIL
Wanda Jensen	507-292-5166	wjensen@wdimn.org

Population Served ☒ MFIP ES ☒ DWP ES ☒ FSS ☒ Teen Parents ☒ 200% FPG

County MFIP Biennial Service Agreement

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B. Service Models**Minnesota Family Investment Program (MFIP) and the Diversionary Work Program (DWP)**

1. Do you have culturally specific employment services for different racial/ethnic groups?

☒ No ☐ Yes

- ☐ African American ☐ African Immigrant ☐ Asian American ☐ Asian immigrant
☐ American Indian ☐ Hispanic/Latino ☐ Other

2. What strategies do you use for hard-to-engage participants? Check all that apply.

- ☐ Home visits ☒ Sanction outreach services ☐ Incentives
☒ Off-site meeting opportunities ☐ Other

3. What types of job development do you do? Check all that apply.

- ☒ Sector job development ☒ Individual job development ☐ Other

4. Do you have an ongoing job development partnership or sector based job development with community employers to help participants with employment?

☐ No ☒ Yes Check all activities employers provide.

- ☒ Interview opportunities ☒ Job skills training ☒ Job placement ☐ Job shadowing ☒ On-site job training
☒ Work experience ☒ Helps plan training programs ☐ Other

5. Do you provide job retention services to employed participants while they are receiving MFIP?

☐ No ☒ Yes Check all that apply.

- ☒ Available to assist with issues that develop on the job ☒ Financial planning ☒ Soft skills training
☒ Mentoring ☒ Transportation ☒ Personal contact with the employee HOW OFTEN?
☐ Other

How long do you provide job retention services?

☐ Less than 3 months ☐ 3-6 months ☐ 7-12 months ☒ More than one year

6. Do you provide job advancement services to employed participants?

☐ No ☒ Yes Check all that apply.

- ☒ Career laddering ☒ Networking ☒ Coaching/mentoring ☒ Ongoing job search
☒ Education/training ☐ Other

7. Do you utilize any career pathways programs or skill assessment and credentialing programs for your participants?

☐ No ☒ Yes Check all that apply.

- ☒ Pathways to Prosperity (P2P) ☒ Work Keys ☒ National Career Readiness Certificate (NCRC)
☒ Other SPECIFY:

B. Service Models (continued)**Family Stabilization Services (FSS)**

1. Do you have professionals available to assist with FSS cases?

☐ No ☒ Yes *Check all that apply*

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Adult Mental Health professional | <input type="checkbox"/> Psychologist | <input checked="" type="checkbox"/> Adult Rehabilitation Mental Health Services (ARMHS) worker |
| <input checked="" type="checkbox"/> Public Health Nurse | <input checked="" type="checkbox"/> Chemical Health professional | <input checked="" type="checkbox"/> Social Worker |
| <input checked="" type="checkbox"/> Children's Mental Health professional | <input checked="" type="checkbox"/> Vocational Rehabilitation worker | <input type="checkbox"/> Other |

2. Do you make referrals for children of FSS participants?

☐ No ☒ Yes *Check all that apply*

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Children's Mental Health Services | <input checked="" type="checkbox"/> Public Health Nurse home visiting services | <input checked="" type="checkbox"/> Child Wellness Check-ups |
| <input checked="" type="checkbox"/> Women, Infants and Children Program (WIC) | <input type="checkbox"/> Other | |

3. Are any of these services for children offered to non-FSS families?

☐ No ☒ Yes**Services for families no longer on MFIP/DWP but under 200% of Federal Poverty Guideline**

1. Do you provide services to families recently receiving MFIP/DWP or families at risk of receiving MFIP or diversionary work program but are under 200% of the Federal Poverty Guideline (FPG)?

☐ No ☒ Yes *Check all the services that apply*

- | | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> ABE/ELL Classes | <input checked="" type="checkbox"/> Job retention services | <input checked="" type="checkbox"/> Child care | <input checked="" type="checkbox"/> Referral to other programs |
| <input checked="" type="checkbox"/> Computer Lab Access | <input checked="" type="checkbox"/> Support Services | <input checked="" type="checkbox"/> GED | <input checked="" type="checkbox"/> Training/Job Skills Classes |
| <input checked="" type="checkbox"/> Job postings | <input checked="" type="checkbox"/> Other | SPECIFY: WIOA co-enrollment opportunities | |

2. Do you serve families not recently on MFIP/DWP that are under 200% of the Federal Poverty Guideline (FPG)?

☐ No ☒ Yes

DESCRIBE

We will provide assessment; career planning; development of EP; essential skills training.

3. Do you provide services to Non-Custodial Parents (NCPs) that are under 200% of the Federal Poverty Guideline (FPG)?

☐ No ☒ Yes

DESCRIBE

We will provide assessment; career planning; development of EP; essential skills training.

4. Describe the process you have in place to verify income below 200% FPG for participants that are not on MFIP or DWP.

☒ MAXIS ☐ Proxy ☒ Other SPECIFY: Child support staff verify income**County MFIP Biennial Service Agreement**

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B. Service Models (continued)**Minnesota Family Investment Program (MFIP) Services for Teen Parents**

1. Are there specialized workers who work primarily with teens (for example, child care worker provides child care resources to teens only)?

☐ No ☒ Yes *Check all that apply for each age group*

- | Minors
(under age 18) | Age
18/19 | |
|-------------------------------------|-------------------------------------|---------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Financial worker |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Employment service worker |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Social worker (Social Services) |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Public health nurse |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Child care worker |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Child protection worker |
| <input type="checkbox"/> | <input type="checkbox"/> | Other job role |

2. Is there a single point of contact for teens, that is, one staff with primary responsibility for keeping in contact with the teen, working with the teen, and making connections to other services? Respond for each age group separately. If yes for an age group, check one position that serves this function within that age group.

Minors (under age 18)

☐ Financial worker
☐ Employment service worker
☒ Social worker (Social Services)
☐ Public health nurse
☐ Child care worker
☐ Child protection worker
☐ Other job role

Age 18/19

☐ Financial worker
☒ Employment service worker
☒ Social worker (Social Services)
☐ Public health nurse
☐ Child care worker
☐ Child protection worker
☐ Other job role

3. Does your county have an active partnership with the local public health agency to get teen parents enrolled and engaged in public health nurse home visiting services? Check one for each age group.

Minors (under age 18)

☐ Yes, mandatory
☒ Yes, voluntary
☐ No

Age 18/19

☐ Yes, mandatory
☒ Yes, voluntary
☐ No

County MFIP Biennial Service Agreement

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C. Measures

Performance Measures

1. Performance-based funding is determined by a service area's annualized Self-Support Index value. Review the information and report links in this section to see the effect of performance on funding and reporting, based on Statute 256J.626, subdivision 7.

Each year a bonus to a service area's Consolidated Fund allocation will be based on its performance on the Self-Support Index in the previous April to March year.

The **three-year Self-Support Index (S-SI)**: This measure starts with all adults receiving MFIP or DWP cash assistance in a quarter and tracks what percentage of them, three years later, are no longer receiving family cash assistance or are working an average of 30 hours a week if still receiving cash assistance. Those who left MFIP after reaching 60 counted months and those who left due to 100 percent sanction are only counted as a success if they worked an average of 30 hours per week in their last month of eligibility or if they began receiving Supplemental Security Income (SSI) after family cash assistance ended. To provide fair comparisons across service areas, DHS calculates a "Range of Expected Performance" for the S-SI that is based on local caseload characteristics and economic conditions. The service area's Self-Support Index value is whether the service area was above, within, or below its expected Range.

The S-SI and Range are annualized for the four quarters in the April through March year ending in the reporting year before the funding year. See the annualized report on the MFIP Reports page on the DHS website for 2021 <https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-4651H-ENG>. A service area with an annualized S-SI "above" its customized Range of Expected Performance for 2021 will receive a 2.5 percent bonus added to its Consolidated Fund allocation for calendar year 2022.

[Minnesota Family Investment Program 2021 Annualized Self-Support Index \(PDF\)](#)

If your service area is receiving a bonus, congratulations! Please share a success strategy here:

characters remaining

If your service area performed "above" or "within," you can go to Item 2.

If your service area performed "below" for two consecutive years, you will have to **negotiate a multi-year improvement plan** with the commissioner. If no improvement is shown by the end of the multiyear plan, the next year's allocation must be decreased by 2.5 percent, to remain in effect until the service area performs within or above its Range of Expected Performance.

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C. Measures (continued)**Racial/Ethnic Disparities**

2. A **racial/ethnic disparity** is defined as a one-year Self Support Index that is five or more percentage points lower for a non-white racial/ethnic group than for the white group of MFIP/DWP-eligible adults in the county or consortium. The report "The Annual Summaries for counties of the Self Support and Work Participation performance measures" <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-4214AG-ENG> on the MFIP Reports page includes a list of service areas that have a racial/ethnic disparity requiring action. (If your county has a disparity but data are missing for quarters with cell size too small to report, contact benjamin.jaques-leslie@state.mn.us to get the unpublished counts and percentage gaps.)

[MFIP Performance Measures by Racial/Ethnic or Immigrant Group, and by County or Tribal Provider July - September 2020 \(PDF\)](#)

If your county or consortium is *not* in the list, skip the following question.

What strategies and action steps for each of the groups with disparities do you plan for the coming biennium to reduce these disparities?

9999 characters remaining

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D. Program Monitoring/Compliance

1. What procedures do you have in place to ensure that program funds are being used appropriately as directed in law? *Check all that apply.*

- ☒ Budget control procedures for approving expenditures
- ☒ Cash management procedures for ensuring program income is used for permitted activities
- ☒ Internal policies around use of funds, i.e. participant support services
- ☐ Other

2. What procedures do you have in place to ensure program policies are followed and applied accurately? *Check all that apply.*

✓ Case consultation

✓ Sample case review by workers

✓ Sample case review by supervisors

Other

If your service area has not made changes to your random drug testing policy since the last BSA, go to Section E.

3. What procedures/policies do you have in place for administering random drug tests of convicted drug felons on MFIP as required by Minnesota Statutes, section 256J.26, subdivision 1?

Written policy within the MFIP unit

Coordination with Corrections

Currently establishing new policy/procedure(s)

✓ Other SPECIFY: we have not made any changes

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E. Collaboration and Communication with Others

1. How many employment services front-line staff are employed in your county or consortium?

2

How many employment services front-line staff in your county or consortium have MAXIS access?

1

How many managers/supervisors have MAXIS access?

1

2. Describe the process your service area uses to identify and resolve discrepancies between MAXIS and WF1 data in areas such as Family Stabilization Services coding, employment/hours, sanction status, etc.

Our employment service staff meets monthly with our MFIP and CCAP staff to review case coding in Workforce One and MAXIS/MEC2. They also meet to discuss MFIP cases and review for any barriers or needs clients may have. We feel we have a very good connection between our agencies. Our staff are mobile, so they are able to view and update cases during our meetings. Other information covered includes information related to potential sanction and cases meeting 48/60 month criteria.

7514 characters remaining

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F. Emergency Services

1. Does your county provide emergency or crisis services from your Consolidated Fund?

No ☒ Yes

If your service area has made changes to your emergency services policy since the last BSA, submit your emergency/crisis plan:

No changes

characters remaining

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G. Other

Administrative Cap Waiver

Minnesota Family Investment Program (MFIP) allows counties to request a waiver of the MFIP administrative cap (currently at 7.5%) for providing supported employment, uncompensated work or community work experience program for a major segment of the county's MFIP population. Counties that are operating such a program may request up to 15% administrative costs.

If your county is interested in applying for the waiver for the coming biennium, please complete the following four questions.

1. Describe the activity(s) you will provide.

characters remaining

2. Explain the reasons for the increased administrative cost.

characters remaining

3. Describe the target population and number of people expected to be served.

characters remaining

4. Describe how the unpaid work experience is designed to impart skills and what steps are taken to help participants move from unpaid work to paid work.

characters remaining

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G. Other (continued)

Addendum for Unpaid Work Experience Activities

If your county is providing unpaid work experience activities for MFIP participants and you don't already have an Injury Protection Plan (IPP) in place, please click on [eDocs](#) to find any IPP forms that may be needed. Email the completed form to tria.chang@state.mn.us.

Provider Choice

Does your county:

- ☐ Have at least two employment and training services providers. Go to Section H.
- ☒ Have a CareerForce center that provides multiple employment and training services, offers multiple services options under a collaborative effort and can document that participants have choice among employment and training services designed to meet specialized needs. Go to Section H.

Intend to submit a financial hardship request.

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G. Other (continued)

Financial Hardship Request

FINANCIAL HARDSHIP - Exception to Choice of Employment Service Providers Requirement

MFIP provisions require counties to make a choice of at least two employment service providers available to participants unless a workforce center is being utilized (Minnesota Statutes, section 256J.50, subdivision 8). Counties may request an exception if meeting this requirement results in a financial hardship (Minnesota Statutes, section 256J.50, subdivision 9).

A financial hardship is defined as a county's inability to provide the minimum level of service for all programs if a disproportionate amount of the MFIP consolidated fund must be used to cover the costs of purchasing employment services from two providers or the cost of contracting with a workforce center.

To request approval of a financial hardship exception from the choice of provider requirement, please provide the following information.

1. If the county had a choice of providers in calendar year 2019, describe:
 - factors that have changed which indicate a financial hardship
 - why the hardship is expected to persist in the near future and
 - the magnitude of the hardship, which makes limiting delivery of employment services the best financial option for the county.

2000 characters remaining

2. Summarize options explored by the county, including use of other partners in a workforce center or other community agencies, such as a Community Action Program or a technical college. The summary should also include:
 - major factors which prevent the county from utilizing these options and include a cost analysis of each option considered; and
 - the process used to determine the cost of other options (RFP or other county process).

2000 characters remaining

3. If the county proposes to directly deliver MFIP employment services, provide a budget and staffing plan that clearly indicates consolidated funds will not be used to supplant county funds. The description should include information about what steps will be taken to ensure that county staff have the experience and skills to deliver employment services.

2000 characters remaining

Financial Hardship requests will be reviewed by The Department of Human Services (DHS) and the Department of Employment and Economic (DEED) leadership. DHS and DEED will also review the amount budgeted by the county for employment and training during calendar year 2021 and use this amount as a guide to determine whether the amount budgeted by the county for calendar year 2022 is reasonable.

If a financial hardship is approved, DHS and DEED will closely monitor county programs to ensure outcomes are achieved and services are being delivered consistent with state law. For additional info or if you have questions please email [Pamela McCauley](mailto:Pamela.McCauley@dhs.state.mn.us).

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H. Budget

Click on the link below to review your service area's 2020 MFIP allocation and Federal Funding Sources:

[MFIP Consolidated Fund \(PDF\)](#)

In the budget table, indicate the amount and percentage for each item listed for the budget line items for calendar years 2022-2023. Also note:

- Refer to the 2022-23 Minnesota Family Investment Program (MFIP) Biennial Service Agreement (BSA) Guidelines Bulletin section, "Allowable Services under MFIP Consolidated Fund."
- Total percent must equal 100.
- MFIP administration is capped at 7.5 percent unless the county is approved for an administrative cap waiver. To apply for the administrative cap waiver, respond to the questions in Section G under Administrative Cap Waiver.
- The percentage of Employment Services DWP budget should be significantly less than, the Employment Services MFIP budget.
- Income maintenance administration is reasonable in comparison to the whole budget.
- Ensure the Emergency Assistance/Crisis Services plan is included if funds are allocated.
- If "other" is used, briefly state or describe the line item. "Other" expenditures include any costs that are not related to administering MFIP, DWP or Emergency program services or atypical costs. All services must be an allowable service under the MFIP Consolidated Fund.
- Email Brandon Riley at brandon.riley@state.mn.us, if you need assistance or have questions with the budget section.

2022 Budget

Budgeted Amount	Percent	Line Items
54,000.00	28.63%	Employment Services (DWP)
68,060.00	36.09%	Employment Services (MFIP)
12,000.00	6.36%	Emergency Services/Crisis Fund
9,525.00	5.05%	Administration (cap at 7.5%)
20,000.00	10.61%	Income Maintenance Administration
	0.00%	Incentives (Include the total amount of funds budgeted for participant incentives but don't include support services here)
25,000.00	13.26%	Under 200% Services
	0.00%	Capital Expenditures
	0.00%	Other 1 <input type="text"/>
	0.00%	Other 2 <input type="text"/>
\$188,585.00	100.00%	Total

2023 Budget

Budgeted Amount	Percent	Line Items
54,000.00	28.63%	Employment Services (DWP)
68,060.00	36.09%	Employment Services (MFIP)
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25,000.00	13.26%	Under 200% Services
	0.00%	Capital Expenditures
	0.00%	Other 1 <input type="text"/>
	0.00%	Other 2 <input type="text"/>
\$188,585.00	100.00%	Total

County MFIP Biennial Service Agreement

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Certifications and Assurances**Public Input**

Prior to submission, did the county solicit public input for at least 30 days on the contents of the agreement?

☐ No ☒ Yes

Was public input received?

☒ No

Yes

If received but not used, please explain.

characters remaining

Assurances

It is understood and agreed by the county board that funds granted pursuant to this service agreement will be expended for the purposes outlined in Minnesota Statutes, section 256J; that the commissioner of the Minnesota Department of Human Services (hereafter department) has the authority to review and monitor compliance with the service agreement, that documentation of compliance will be available for audit; that the county shall make reasonable efforts to comply with all MFIP requirements, including efforts to identify and apply for available state and federal funding for services within the limits of available funding; and that the county agrees to operate MFIP in accordance with state law and federal law and guidance from the department.

Counties may use the funds for any allowable expenditures under subdivision 2, including case management outlined in Minnesota Statutes, section 256J.

This allocation is funded with 8% state funds and 92% federal TANF funds and paid quarterly.

Federal funds. Payments are to be made from federal funds. If at any time such funds become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by STATE to County. In the event of such termination, County shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. **Pass-through requirements.** County acknowledges that, if it is a subrecipient of federal funds under this Agreement, County may be subject to certain compliance obligations. County can view a table of these obligations in the Health and Human Services Grants Policy Statement, Exhibit 3 on page II-3. To the degree federal funds are used in this contract, STATE and County agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements). Counties (and all tiers of sub grantees) must comply with the U.S. Office of Management and Budget (OMB) Uniform Grant Guidance, Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable (including modifications) in the administration of all DHS federally funded grants. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. General Terms and Conditions for the Administration of Children & Families awards can be found here: General Terms and Conditions (hhs.gov), and are incorporated into this agreement
2. **Open reference.** Terms and Conditions specific to TANF funds can be found here: TANF Official Terms & Conditions for State and Territories (April 2021) (hhs.gov), and are incorporated into this agreement by reference.

(Must match the name associated with the DUNS number.)

3. **County's Data Universal Numbering System (DUNS) number:**

The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities and must match GRANTEE's name.

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4. **Federal Award Identification Number (FAIN):** 2201MNTANF and 2301MNTANF
5. **Federal Award Date:** October 1, 2022 (projected) (The date of the award to the MN Dept. of Human Services.)
6. **Period of Performance:** Start date: **January 1, 2022**. End date: **December 31, 2023**.
7. **Budget period start and end date:** January 1, 2022 – December 31, 2023
8. **Amount of federal funds:**
 - A. Total Amount Awarded to DHS for this project: \$103,290,000 (projected)
 - B. Total Amount Awarded by DHS for this project to county named above: See Budget Table in Section H of this Agreement.

9. *Federal Award Project description:* Temporary Assistance for Needy Families (TANF)
10. *Name:*
- A. Federal Awarding Agency: Administration for Children and Families
 - B. MN Dept. of Human Services (DHS)
 - C. Contact Information of DHS's awarding official: Jovon Perry, Jovon.perry@state.mn.us
11. *CFDA Number & Name:* Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. 93.558 (TANF)
12. Is this federal award related to research and development?: ☐ Yes ☒ No
13. Indirect Cost Rate for this federal award is: up to 15% (including if the *de minimis* rate is charged.)
14. Closeout terms and conditions for this federal award: County shall close-out its use of funds under this agreement by complying with the closeout procedures in 2 C.F.R. § 200.343. County's obligations shall not end until all close-out requirements are completed. Terms specific to tangible personal property purchased with federal funds can be found here: Property Guidance | The Administration for Children and Families (hhs.gov)

Service Agreement Certification

- ✓ Checking this box certifies that this 2022-2023 MFIP Biennial Service Agreement has been prepared as required and approved by the county board(s) under the provisions of Minnesota Statutes, section 256J. In the box below, state the name of the chair of the county board of commissioners or authorized designee, their mailing address and the name of the county.

DATE OF CERTIFICATION	NAME (CHAIR OR DESIGNEE)	COUNTY
MAILING ADDRESS	CITY	STATE ZIP CODE

If your county agency is unable to complete your BSA by October 15, 2021 you will need to request an extension. Please email Tria.Chang@state.mn.us to provide additional information about why you were not able to complete this form and when you expect to submit the form by.

Save or Submit

To save your work, click the 'Save Form for Later' button. Your information will be saved, and you may finish the form later.

To submit your information to DHS, click the 'Submit Final Form' button.

Houston County Agenda Request Form

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

Date Submitted: 12/7/2017

Person requesting appointment with County Board: John Pugleasa, Director Human Services

Will you be doing a power point or video presentation: Yes X NO

Issue:

Approval of Title IV-D cooperative agreement. This is a required agreement that addresses Human Services, County Attorney, and Sheriff's Office roles in the Child Support program.

Attachments/Documentation for the Board's Review:

Copy of agreement for review and signature.

Justification:

Action Requested:

Approve cooperative agreement and sign as presented.

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

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

ATTACHMENT A

CY 2022-2023 IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT

WITH

Houston OFFICES OF HUMAN SERVICES,

COUNTY SHERIFF and COUNTY ATTORNEY

The Houston Office of Human Services (hereinafter "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency") and the Houston Attorney (hereinafter, "County Attorney"), and the Houston Sheriff (hereinafter "County Sheriff") hereby enter into the following Cooperative Arrangement.

RECITALS

Whereas, the COUNTY and its County IV-D Agency, according to Minnesota Statutes, section 393.07, subdivisions 2 and 3 and through their Cooperative Agreement with the Minnesota Department of Human Services, are responsible for operation of child support services;

Whereas, the COUNTY is also empowered to enter into Cooperative Arrangements with the County Sheriff and the County Attorney pursuant to Minnesota Statutes, chapter 388 and Minnesota Statutes, sections 393.11 and 471.59;

Whereas, the County Attorney is willing and able to provide legal services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 U.S.C., sections 651 through 699Bb;

Whereas, the County Sheriff is willing and able to perform activities necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act;

Whereas, the above-referenced entities enter into this Cooperative Arrangement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act; and

Whereas, Title IV-D of the Social Security Act, Public Law 93-647, as amended, and 45 C.F.R., section 303.107 require a Cooperative Arrangement between the COUNTY and the other county entities that are a party to this Cooperative Arrangement, namely the County Attorney and the County Sheriff, in order to compensate said county entities with respect to reimbursement for costs incurred in providing services necessary to operate the child support enforcement system under Title IV-D of the Social Security Act.

NOW, THEREFORE, BE IT RESOLVED that the parties hereby agree as follows:

I. GENERAL TERMS

- A. ***Duration of Arrangement.*** It is agreed that this Cooperative Arrangement will commence on **January 1, 2022**, and will expire on **December 31, 2023**. The Cooperative Arrangement may be terminated earlier upon sixty (60) days written notice to all other parties. This Cooperative Arrangement shall be renewed upon written agreement of all parties.
- B. ***Effective date for payment of federal funds.*** The effective date of this Cooperative Arrangement for the payment of federal funds is the first date of the quarter in which the COUNTY, County Attorney, and County Sheriff obtain all required signatures.
- C. ***Purpose.*** The purpose of the child support program is to establish paternity and secure financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act. In order to meet this purpose, this Cooperative Arrangement establishes procedures for the provision of services to the child support program by the County Attorney, and the County Sheriff.
- D. ***Parties.*** Parties” means the COUNTY and the Cooperating Agencies. “Cooperative Agency” is defined in the Cooperative Agreement.
- E. ***STATE.*** “STATE” means the Minnesota Department of Human Services, Child Support Division.
- F. ***DHS.*** “DHS” means the Minnesota Department of Human Services.
- G. ***CSD.*** “CSD” means the STATE’s Child Support Division.
- H. ***Duties.*** The specific duties of each Party are set forth more fully below. This Cooperative Arrangement also provides for reimbursing administrative costs in accordance with federal regulations and state policy.
- I. ***Amendments.*** Any amendment to this Cooperative Arrangement 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 Cooperative Arrangement, or their successors in office. Any amendment of this Cooperative Arrangement must be sent to the DHS’ Deputy Director of the Child Support Division.
- J. ***Records.*** The parties will maintain all records, including financial records, related to all services provided under this Cooperative Arrangement for the longer of six (6) years following the end date of this agreement or as otherwise provided by law. Record maintenance will be in accordance with all federal, state, and local records retention policies, reporting and safeguarding requirements. Records related to services provided under this Cooperative Arrangement will be made available and subject to state and federal review and audit.
Pursuant to 45 C.F.R., section 303.2(c) staff with PRISM update access shall appropriately document case activity. For staff that do not have PRISM update access, the responsible party shall ensure that IV-D case activity is recorded by the appropriate staff. Said documentation shall include the date of action, a description of services rendered, and the result of the action.

All IV-D related contacts, actions and other appropriate IV-D case activity must be recorded as case events in PRISM by the COUNTY. "PRISM" is defined in the Cooperative Agreement.

Case records that are held or maintained by the COUNTY must be maintained pursuant to the requirements under 45 C.F.R., section 303.2(c) and referenced by a note in PRISM. The note must identify the nature of the records and the specific location of the records.

- K. ***Applicable Laws and Policies.*** All Parties will comply with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota laws and statutes.

1. Policy Dispute

The County Attorney may seek review of STATE policies through this section or through section 3.1.1 of the Cooperative Agreement, acting as the COUNTY.

a. CARC Review

The County Attorney shall be entitled to an administrative review of the STATE's interpretation of the above policies and procedures, if the CARC agrees that the difference in interpretation has a state-wide impact to multiple cases and the CARC agrees on a recommended resolution of the dispute. "CARC" is defined in the Cooperative Agreement.

b. Procedure

The County Attorney shall bring its disagreement with the STATE's interpretation to the CARC. The CARC shall decide whether to submit the dispute to the CSD Division Deputy Director. If a dispute is submitted to the STATE, it must clearly state the following information in writing: The disputed policy; exactly what part of the policy is disputed; the legal and/or policy reasons for the difference in interpretation; and a proposed solution to the differences in interpretation. The CSD Division Deputy Director and the CARC shall attempt to resolve the disagreement in an informal manner. If the CARC and the CSD Division Deputy Director are unable to reach an informal resolution of the policy dispute, the CARC may request the CSD Division Deputy Director to issue a written decision. The CSD Division Deputy Director shall issue a written decision as soon as practicable. If the CARC disagrees with the written decision, the CARC may seek mediation of the policy dispute through the Minnesota Office of Administrative Hearings (OAH). The County Attorney's office initiating the policy dispute shall be responsible for the payment of mediation fees. The decision of OAH is binding upon the COUNTY and the STATE unless an appeal is filed with the district court within thirty (30) calendar days of the OAH decision.

- L. **Monitoring and Corrective Action.** The COUNTY's performance, as set forth in this Cooperative Arrangement, may be monitored by the STATE as needed to ensure effective implementation of its terms and to identify problems that affect the delivery of services covered by the Cooperative Arrangement. The STATE may direct the COUNTY to develop corrective action plans as necessary to avoid fiscal sanctions, which may result if the COUNTY does not meet its obligation under this Cooperative Arrangement. The COUNTY must notify the STATE of conditions that have caused or may hinder its ability to meet its obligations under this Cooperative Arrangement. The COUNTY will develop corrective action plans and comply with them. The Cooperating Agencies agree to comply with any state or federally approved corrective action plans.
- M. **FFP Reimbursement for Child Support Activities.** The COUNTY agrees to comply with the provisions of 45 C.F.R., section 304.21, federal financial participation (FFP), in the costs of Cooperative Arrangements, as a condition for FFP. The COUNTY may be reimbursed for administrative expenses incurred as a result of the activities performed under this Cooperative Arrangement. Said reimbursement shall not exceed the percentage set by federal regulations or state statutes, and it may change during a given calendar year.

The STATE will send written notification to the COUNTY as soon as the STATE is officially notified of a proposed change in the reimbursement rate for administrative expenses, and the county shall notify Cooperating Agencies as soon as they are aware of any changes.

- N. **COUNTY's Duties, Functions, and Responsibilities.** The COUNTY is responsible for administering the program to establish paternity, establish and enforce child support, medical support, and child care support orders, and to enforce spousal support orders pursuant to state and federal law.

The COUNTY will seek reimbursement for the allowable costs incurred under the terms of this Cooperative Arrangement by appropriately reporting those costs to the STATE.

II. Information Privacy

The requirements contained in the *Information Privacy and Security Agreement* (IPSA) that has been separately executed by COUNTY and DHS, and any successor agreement thereto, are hereby incorporated by reference into and made part of this Cooperative Arrangement. The Parties to this Cooperative Arrangement agree that the IPSA governs the Parties' access, use, disclosure of, and responsibilities for protected information (as defined in the IPSA) administration of the Parties' administration of relating to the Title IV-D of the Social Security Act.

Additionally, the Parties agree to comply with the following provisions:

- A. **Confidentiality.** The information exchanged under this Cooperative Arrangement shall not be disclosed to individuals or agencies other than as provided in 45 C.F.R. sections 202.50 and 303.21, and as provided by the laws of the State of Minnesota. Information exchanged under this Cooperative Arrangement will only be used to promote or support the administration of programs authorized to share information under Title IV-D of the Social Security Act.

- B. **Data Privacy.** For purposes of executing its responsibilities and to the extent set forth in this Cooperative Arrangement, all of the Parties to this Cooperative Arrangement shall be part of the “welfare system,” as defined in Minnesota Statutes, section 13.46, subdivision 1. To the extent permissible by law, each Party’s employees and agents will have access to private or confidential data maintained by the other Parties to the extent necessary to carry out COUNTY’s responsibilities under this Cooperative Arrangement.
- C. **Duty to ensure proper handling of protected information.** The COUNTY shall be responsible for training its employees (and employees of (a) the County Human Services Agency, (b) the County Attorney’s Office, and (c) the County Sheriff’s Department) who are authorized to access and use protected information collected under the terms and for the purposes specified in this Cooperative Arrangement. This responsibility includes ensuring that staff are properly trained and comply with the following:
1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, section 13.46 (welfare data);
 2. Security and Confidentiality of Department of Public Safety Driver and Vehicle Service (DVS) data;
 3. Internal Revenue Service (IRS) procedures and safeguards for the confidentiality and security of IRS sourced data under 26 United States Code, sections 6103 and 7213, and the penalties for misuse of IRS sourced data, under 26 United States Code, sections 7213 and 7431, and 26 Code of Federal Regulations, section 301.6103(n)-1,
 4. Federal Parent Locator Service and Child Support Program information privacy and safeguards, including information derived from the National Directory of New Hires, the Debtor File, and the Federal Case Registry, and the Federal Privacy Act; and
 5. Any other applicable state and federal statutes, rules, regulations, and agreements affecting the collection, storage, use and dissemination of private or confidential information.
- D. **Minimum necessary access to protected information.** The Parties shall comply with the “minimum necessary” access and disclosure standards set forth in the MGDPA. The accessing, use, and disclosure of protected information is limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” Minnesota Statutes, §13.05, subd. 3.
- E. **Each party shall.**
1. Maintain appropriate safeguards to prevent inappropriate access, use, or disclosure of protected information by its employees other than as provided for by this Cooperative Arrangement or as otherwise required by law;
 2. Immediately report any inappropriate access, use, disclosure, or unauthorized access to protected information not authorized by this Cooperative Arrangement of which it becomes aware;
 3. Ensure that any agents (including subcontractors), analysts, and others to whom

it provides private or confidential data, agree to be bound by the same restrictions, conditions, and training that apply to it with respect to such information;

4. At termination of this Cooperative Arrangement, extend the protections of this Cooperative Arrangement to protected information collected during the course of this Cooperative Arrangement.

F. *Family Violence Indicator.*

Pursuant to Minnesota Statutes, section 257.70 and federal law, the COUNTY and the Parties to this Cooperative Arrangement may not release information about the whereabouts of a person, if it has knowledge that a protective order with respect to the other party has been entered, or if the COUNTY has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of said individuals by entering a safety concern indicator in PRISM.

Protected information, which includes information stored in or accessed from the PRISM system, includes information about all case participants, including persons with privacy protection. The COUNTY and the Parties to this Cooperative Arrangement will explain the sensitive nature of the safety concern indicator to all personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator.

Information about protected individuals may not be published, used, transmitted, or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

G. *Maintaining the Security of Protected Information Stored in or Accessed from the PRISM System.*

Protected information shall be stored in a place physically secure from access by unauthorized persons in conformance with DHS Child Support Division manuals and instructions regarding computer security. The manual is found in the CSD User Documentation. County Security Officers and local agencies can access the manual on DHS-SIR at <https://www.dhssir.cty.dhs.state.mn.us/PRISM>.

The COUNTY and the Parties to this Cooperative Arrangement shall require that all personnel with access to protected information will adhere to the policies and procedures of the CSD and state statutes regarding confidentiality and computer access that are referenced in the CSD User Documentation. The CSD Division Director or his/her designee may review each staff person's access to protected information to ensure that the level of access is consistent with their job duties.

- H. *Hold Harmless for data practices violations.*** The Parties are responsible for their own acts or omissions while performing the services described in this Cooperative Agreement.

III. PROVISION OF LEGAL SERVICES

A. *Duties of the COUNTY.* The COUNTY shall:

1. Refer appropriate cases to the County Attorney as provided for in federal regulations, state law, and policy.

2. Supply the County Attorney with appropriate information as provided for and defined in the federal regulations, the IV-D Program, the State Plan for Support Collection and Establishment of Paternity under Title IV-D of the Social Security Act, and state policy in accordance with DHS Child Support Division Program Manuals (DHS eMILO and SIR MILO) and other program instructions DHS may release from time to time.
3. Assist the County Attorney and the courts in carrying out programs for establishing paternity and securing support for children from legally liable persons.
4. Notify the County Attorney about failures to comply with court-ordered child support and maintenance whenever legal action appears necessary.
5. Consult with the County Attorney about any issues of law that may arise should the COUNTY need legal advice or counsel.
6. Assist in the service of process when the opportunity occurs to serve process before referral to the County Sheriff or other contracted process server.
7. Reimburse the County Attorney for providing services as specified in this Arrangement to the extent these services are federally required activities and services as provided in federal regulation and the IV-D Program.
8. Take any actions necessary to assist the County Attorney in meeting the federally mandated performance standards as set forth below.

B. *Duties of the County Attorney.* The County Attorney shall:

1. Take appropriate legal action, including making court appearances, to carry out the IV-D Program. The County Attorney agrees that the functions performed and services provided shall be performed in accordance with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All Parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes. The County Attorney agrees that disagreements over policy and procedure shall be handled through the CARC via section I, paragraph H of this arrangement or through the procedures in sections 3.1.1 of the Cooperative Agreement between the STATE and the COUNTY.
2. Review evidence and determine the adequacy of the evidence for court action.
3. Act on behalf of another COUNTY or Tribal IV-D Program or County Human Services Department upon their mutual agreement or as provided by state law or policy.
4. Counsel and advise the COUNTY with regard to issues of law and procedure and act as legal advisor for the COUNTY pursuant to Minnesota Statutes, chapter 388. The County Attorney will refrain from acting as counsel for or providing legal advice to applicants or recipients of IV-D services.
5. Inform the COUNTY of statutory and case law changes that may affect the COUNTY in any of its child support enforcement functions.

6. With the COUNTY, notify the CSD Division Deputy Director within seven (7) calendar days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the case parties or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.
7. In coordination with the COUNTY, report to the CSD Division Deputy Director within seven (7) calendar days of becoming aware of any child support judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
8. Retain records and make reports to the COUNTY, DHS, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the IV-D Program.
9. Fully cooperate with the COUNTY and DHS with respect to the monitoring and evaluating activities pertaining to this Cooperative Arrangement.
10. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
11. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the County Attorney may select another attorney to handle the case at the same compensation rate as provided in this Cooperative Arrangement. The County Attorney shall require and ensure that the other attorney complies with the terms and conditions of this agreement.
12. Sign off, along with the COUNTY, on any corrective action plans developed as a result of deficiencies noted during a county review.
13. Prepare pleadings, including summons, petitions, orders to show cause, motions, and other necessary legal documents. Utilize relevant PRISM documents as consistent with eFiling and eService requirements. Draft interim orders. Prepare court orders, temporary orders, and judgments as necessary.
14. Cooperate with county, tribal, and state-operated economic support agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the IV-D Program.
15. Attend, if available, relevant training sessions provided by the COUNTY or the STATE.
16. Meet with the COUNTY Child Support Deputy Director as requested regarding policy and procedural issues.

C. County Attorney Performance Standards. The County Attorney shall:

1. In recognition of the Family Support Act of 1988, Public Law 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, the COUNTY and County Attorney will collaborate to meet the federally determined time limits for services as set forth by federal law and in accordance with Minnesota law, regulations, and policy. The federal time limits (including, but not limited to, those found at 45 C.F.R., sections 303.2 through 303.11; 303.30 through 303.31; 303.72; 303.100 through 303.102;

305.20; 42 U.S.C., sections 453A and 466(a)(10)) will be the primary standard against which performance under this Cooperative Arrangement will be measured.

2. Promptly notify the COUNTY of any actions that the COUNTY must take in order for the County Attorney to meet these performance standards.
3. Communicate with the COUNTY concerning child support cases prior to hearings;
4. Communicate, to the extent practicable, with opposing counsel prior to hearings;
5. Reserve, to the extent that it is within the County Attorney's control, the necessary time and resources necessary to effectuate the timely resolution of child support legal issues;
6. Meet all timeframes for taking legal actions and establishing and enforcing orders as set forth in the federal regulations and state policies, recognizing exigent circumstance.
7. Cooperate with the COUNTY to meet federal timeframes for IV-D Program services:
 - i. Within ninety (90) calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support or complete service of process necessary to commence proceedings.
 - ii. For cases in which service of process is necessary, establish paternity and establish an order for support:
 - Within six (6) months in 75% of the cases, and
 - Within twelve (12) months in 90% of the cases.
 - iii. From the date of service of process:
 - Within one hundred eighty (180) calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.
8. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Arrangement with or sub-contracts/Cooperative Agreements with DHS.

D. **Reimbursement to the County Attorney.** Reimbursement to the County Attorney shall be for the actual cost of providing services to the COUNTY incurred by the County Attorney's office. Payments claimed and paid shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 388.

The County Attorney is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.

1. **County Attorney Time:** The County Attorney must track and account for attorney time expended on IV-D cases. If the IV-D program dedicates staff at 100% to eligible IV-D activities under Federal Regulations, the County Attorney may seek reimbursement for 100% of eligible staff time. For attorneys and staff that work on

eligible IV-D cases less than 100% of the time, the attorney and staff time may be accounted for in one of two ways:

- i. *Hourly Cost Method.* The County Attorney may track County Attorney and support staff time on an hourly basis; OR
 - ii. *Time Study/Salary Method.* The County Attorney may use a periodic time study to determine the proportion of time the County Attorney staff spends on IV-D Program activity versus all other activity. The office must regularly complete time studies. The study will be completed as follows:
 - a. All County Attorney staff providing IV-D Program services will complete a week-long time study each month. The study will record time spent on IV-D Program activity.
 - b. The results of each study will determine that percentage of time spent per staff person for IV-D Program services in relation to that person's total hours worked per month.
 - c. Reimbursement will be determined by applying the percentage of time determined to have been used for IV-D Program activity for an individual staff member to that individual's direct salary and benefits costs.
2. **County Attorney Costs:** The County Attorney must track and account for costs expended on IV-D cases. Direct costs must be accounted and claimed. Indirect costs may be claimed in accordance with Federal Regulations, 22 C.F.R., section 225, and OMB circular A-87, but the County Attorney, in cooperation with the COUNTY, must ensure that indirect costs are not double counted (i.e. claimed by both the COUNTY and County Attorney).

Reimbursement Estimate to the County Attorney:

The amount budgeted for eligible IV-D cases services provided by the County Attorney to the COUNTY in the budget year preceding this contract was \$ 9,903 .

Note: Estimated County Attorney costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.

The total estimated County Attorney costs for each of the applicable COUNTY budget years of this contract are as follows:

2022: total estimated cost of \$ 10,200
2023: total estimated cost of \$ 10,506

If the estimated County Attorney costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

NA

The parties realize that the actual costs incurred and claimed by the County Attorney may exceed or stay below the estimated costs.

E. *Reimbursement Terms to the County Attorney.*

1. The County Attorney will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. If the COUNTY determines that the County Attorney is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Attorney will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section III, paragraph C of this Cooperative Arrangement, and delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

IV. PROVISION OF SERVICES BY THE COUNTY SHERIFF

A. *Duties of the COUNTY.* The COUNTY shall:

1. Supply appropriate information as provided for and defined in federal regulations and state law and policy.
2. Reimburse the County Sheriff for the provision of services as specified in this Cooperative Arrangement to the extent that those services are federally required activities and services as provided in the federal regulations and the IV-D Program.

B. *Duties of the County Sheriff.* The County Sheriff shall:

1. Process Service:
 - a. Upon request, provide services to the COUNTY by performing service of process in Title IV-D cases, including, but not limited to, the service of summons, complaints, orders to show cause, motions, court orders, subpoenas, warrants, and writs of attachment.
 - b. Make diligent attempts to serve legal papers on IV-D participants believed to be residing in the county.
 - c. Document all service of process and attempted service of process by providing a proof of (attempted) service in the form of a server's affidavit or certificate of service. The affidavit or certificate must state the date, time and place of service, whether the respondent was personally served. For serving a summons, the server must also endorse the summons and indicate thereon the time and date, the place and manner of service, and upon whom service was made.
2. Execution of Warrants
 - a. Check the records for outstanding child support warrants, whenever civil papers are served on any person or an arrest is made for any reason.

- b. With due diligence, execute bench warrants, and orders for arrest or commitment in IV-D cases. If there are questions about the validity of said orders or the identity of the party, contact the COUNTY immediately.
 - c. Return all withdrawn IV-D warrants to the COUNTY.
- 3. **Locate Services:** Respond to COUNTY requests for location information by accessing available resources, such as the Minnesota Bureau of Criminal Apprehension, Crime Information Bureau and out- of-county and out-of-state law enforcement agents.
- 4. **Security Services**
 - a. To provide a bailiff to be present at IV-D hearings as requested by the COUNTY, the County Attorney, or as ordered or directed by the court.
 - b. Upon request, provide special security service to the COUNTY and to the courts.
 - c. Escort respondents who are in custody to hearings scheduled by the COUNTY and arrange for transportation of persons arrested in other counties.
- 5. **Other Services**
 - a. Provide daily jail and Huber (work release) rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
 - b. Upon request, meet with the COUNTY Child Support Deputy Director regarding policy and procedural issues.
 - c. Ensure equal opportunity and equal access in service delivery. This includes the use of interpreters or procedures for acquiring translation and interpretation services when needed and the provision of reasonable accommodations or aids for people with disabilities.

C. *County Sheriff's Department Standards of Performance.*

- 1. **Process Service**
 - a. Execute due diligence by making at least three attempts to serve the respondent at each possible location furnished by the COUNTY. The County Sheriff may make fewer than three service attempts at a particular location, if, after attempting service, it is determined that further attempts at that particular location would be futile.
 - b. Effectuate service of process to meet due process requirements as set forth under Minnesota statutes
- 2. **Execution of Warrants**
 - a. With due diligence, execute bench warrants and arrest/commitment orders in IV-D cases.
 - b. If there are questions about the validity of any warrant or the identity of the party, contact the COUNTY within ten (10) days.

- c. Return all withdrawn IV-D warrants to the COUNTY within ten (10) days of withdrawal.

3. Locate Services

- a. Respond to COUNTY requests for location information by accessing available resources such as National Crime Information Center (NCIC) and the Bureau of Criminal Apprehension (BCA) and other automated resources with due diligence.

4. Security Services

- a. With advanced notice, provide special security service to the COUNTY and to the courts.

5. Other Services

- a. On a daily basis, provide daily jail and Huber rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
- b. Meet with the COUNTY Child Support Deputy Director as requested, regarding policy and procedural issues.
- c. Cooperate with the COUNTY to meet federal timelines for IV-D services:
- d. Within seventy-five (75) days of determining that location is necessary, access appropriate locate sources.
- e. If service of process is necessary, service must be completed or unsuccessful attempts must be documented within sixty (60) calendar days of identifying a delinquency, or of locating the noncustodial parent, if location is necessary.
- f. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Agreement with the State of Minnesota Department of Human Services.

D. *Reimbursement to the County Sheriff.*

- 1. The County Sheriff will be reimbursed for the actual cost of providing services to the COUNTY incurred by the County Sheriff's office. Payments claimed shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 387.

The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program.

Reimbursement Estimate to the County Sheriff:

The amount budgeted for eligible IV-D cases services provided by the County Sheriff to the COUNTY in the budget year preceding this contract was
\$ 3,824 .

The total estimated County Sheriff costs for each of the applicable COUNTY budget years of this contract are as follows:

Note: Estimated County Sheriff costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.

2022: total estimated cost of \$ 3,938

2023: total estimated cost of \$ 4,056

If the estimated County Sheriff costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

NA

The parties realize that the actual costs incurred and claimed by the County Sheriff may exceed or stay below the estimated costs.

E. Reimbursement Terms to the County Sheriff.

1. The County Sheriff will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.
4. If the COUNTY determines that the County Sheriff is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Sheriff will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section IV.C., delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

V. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participants (County Attorney and County Sheriff) must certify the following, as required by the regulations implementing Executive Order 12549:

A. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

Instructions for Certification:

1. By signing and submitting this Cooperative Arrangement, the prospective lower

tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549 (Debarment and Suspension). You may contact the person to which this Cooperative Arrangement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under title 48 of the C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under Title 48 of the C.F.R., part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this Cooperative Arrangement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Cooperative Arrangement.

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SIGNATURE PAGE FOLLOWS

**THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS COOPERATIVE
ARRANGEMENT, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN
THIS COOPERATIVE ARRANGEMENT.**

Parties:

Houston

COUNTY NAME

NOTE: Date Stamp is included
in Electronic Signature.

SIGNATURE of Person Authorized to Execute
Arrangement on Behalf of County

Robert Burns

Printed Name

Houston County Board Chair

Title

Samuel D. Jandt Digitally signed by Samuel D. Jandt
Date: 2021.10.19 08:49:37 -05'00'

County Attorney Signature
(REQUIRED ON ALL ARRANGEMENTS)

Samuel Jandt

Printed Name

Mark Inglett Digitally signed by Mark Inglett
DN: cn=Mark Inglett, o=Houston County Sheriff's Office,
ou=Government, email=mark.inglett@co.houston.mn.us, c=US
Date: 2021.11.16 13:54:15 -06'00'

County Sheriff Signature
(REQUIRED ON ALL ARRANGEMENTS)

Mark Inglett

Printed Name

Approved By:

SIGNATURE of Director, Minnesota Child Support
Division, and Deputy Assistant Commissioner,
Children and Family Services, Minnesota
Department of Human Services

Shaneen D. Moore

Printed Name

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: November 18, 2021 for November 23, 2021 Board Meeting

Person requesting appointment with County Board: Amelia Meiners

Issue:

Seeking approval on the Natural Resources Block Grant Agreement with the Board of Water and Soil Resources for our shoreland, SSTs, water plan and wetland funds.

Attachments/Documentation for the Board's Review:

FY 2022 and 2023 Board of Water and Soil Resources Natural Resources Block Grant Agreement

Justification:

County approval has been requested by BWSR. The Grant Agreement has gone through HR and the County Attorney's Office.

Action Requested:

Will need Board chair signature upon approval.

For County Use Only

Reviewed by:

_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
_____ Finance Director	_____ County Engineer	_____ Environmental Services
_____ IS Director	_____ Other (indicate dept)	

Recommendation:

Decision:

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

If you are not the one processing this grant, please forward these instructions to the correct person.

For all grants: Return your signed grant agreement to BWSR via email to: BWSR.grants@state.mn.us

IMPORTANT:

- Returning your grant agreement to another contact within our agency may result in delays in grant agreement execution.
- Remember to complete the Authorized Representative field, using the title (not the name) of the individual designated as the point of contact for this particular grant.
- To prevent any delays in execution please return this grant agreement before **May 1, 2022**

It is not necessary to return this page to BWSR.

**FY 2022 and 2023 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
NATURAL RESOURCES BLOCK GRANT AGREEMENT**

Vendor:	0000197295
PO#:	3000014018

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Houston County, 304 South Marshall Street, Room 209 Caledonia, Minnesota 55921** (Grantee).

<i>This grant is for the following Grant Programs :</i>		
P22-6654	2022 - Shoreland-NRBG (Houston County)	\$2,725
P23-6739	2023 - Shoreland-NRBG (Houston County)	\$2,725
P22-6825	2022 - Septic Treatment Systems - NRBG (Houston County)	\$18,600
P22-6307	2022 - Local Water Management - NRBG (Houston County)	\$14,699
P23-6394	2023 - Local Water Management - NRBG (Houston County)	\$14,699
P22-6481	2022 - Wetland Conservation Act - NRBG (Houston County)	\$12,985
P23-6568	2023 - Wetland Conservation Act - NRBG (Houston County)	\$12,985

Total Grant Awarded: \$79,418

Recitals

1. This Grant Agreement is for the FY 2022 and 2023 Department of Natural Resources (DNR) Shoreland, Local Water Management (LWM), Wetland Conservation Act (WCA), Subsurface Sewage Treatment System (SSTS) and FY 2022 Minnesota Pollution Control Agency (MPCA) Subsurface Sewage Treatment System (SSTS) Program Grants.
2. The Laws of Minnesota 2021, 1st Special Session, Chapter 6, Section 4(a), appropriated funds to the Board for the FY 2022 & 2023 DNR Shoreland, LWM, WCA, and SSTS.
3. The MPCA transferred to BWSR funds for their Fiscal Year 2022 SSTS Grant Programs to be allocated with this Grant Agreement.
4. Minnesota Statutes § 103B.101, Subd. 9(1), and § 103B.3369, Subd. 5 authorize the Board to award grants.
5. The Board adopted Board Order #21-36 to authorize and allocate funds for the FY 2022 and 2023 Natural Resources Block Grant (NRBG).
6. The Grantee has met the criteria established by statute, the Board, the DNR, and the MPCA, and is eligible to receive NRBG grant funds.
7. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
8. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, BWSR Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

**Environmental Services Director
304 South Marshall Street – Room 209
Caledonia, MN 55921
(507)725-5800**

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantees must immediately notify the Board.

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date:** December 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 17. Intellectual Property Rights.

2. Grantee's Duties.

- 2.1. The Grantee is responsible for the specific duties for the NRBG, as follows:
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
 - 2.2.2. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2024. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.3. A late or incomplete annual progress or final report will result in withholding of any future NRBG allocations.
- 2.3. **Compliance:** The Grantee will comply with Minnesota Statutes Section 103B.3361 through 103B.3369 (LWP), Minnesota Rules Chapter 8420 (WCA); Minnesota Statutes Section 103F.201 and Minnesota Rules Chapter 6120 (Shoreland) and have a DNR approved shoreland ordinance; Minnesota Rules Chapter 7082.0040 through 7082.0700 (SSTS); and amendments thereto, for Local Water Management, Wetland Conservation Act, Shoreland Management, and Subsurface Sewage Treatment Systems.
- 2.4. **Wetland Conservation Act Funds Transfer:** As required by the Board, the Grantees' participation in the NRBG is conditioned upon a transfer of funds to the Soil and Water Conservation District (SWCD) for Wetland Conservation Act activities, or such greater amount as agreed upon by the county and SWCD. This transfer must occur within 120 days of receipt of NRBG funds by the Grantee. This amount is listed on the BWSR website.

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. Terms of Payment.

- 4.1. All FY 2022 Grant funds will be distributed in one installment promptly after the execution of the Grant Agreement. FY 2023 grant funds will be distributed as soon as is practicable after the start of fiscal year 2023. FY 2023 grant funds may not be spent before they are received.
- 4.2. Any grant funds remaining unspent after the end of the expiration date stated above will be returned to the Board within one month of that date.
- 4.3. The Board must consult with the State agency responsible for administering the grant program before granting an amendment to the Grant Agreement, or a component thereof.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant is an advance payment. Advance payment allows the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. Conditions of Payment.

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.
- 5.2. Minn. Stat. §103C.401 (2018) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by BWSR to be unsatisfactory or performed in violation of federal, State, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

- 5.3. For the LWM, WCA and DNR Shoreland Programs, Grantees have the flexibility of determining the amount of grant funds to expend on each of these three Programs locally. This is to provide needed spending flexibility for yearly fluctuations in workload and program activity in counties and SWCDs.
6. **Assignment, Amendments, and Waiver**
- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.
7. **Liability.**
- The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.
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 Board 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.
- 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to reconciliation. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
9. **Government Data Practices.**
- The Grantee and Board must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the Board 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.
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.**
- 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. 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.
- 11.2. **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.**

- 13.1. The Board may cancel this Grant Agreement at any time, 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.
- 13.2. The Board 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 Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. 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. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more; prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Intellectual Property Rights.

The State owns 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*. 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 subcontractors, either individually or jointly with others in the performance of this grant. Work includes "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. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Houston County

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

Houston County Agenda Request Form

Date Submitted: November 15, 2021 Board Date: November 23, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Attached is a **Change Order Request #32** for: 1) Additional curb & gutter on Washington St, and; 2) Additional curb & gutter near transformer area, and; 3) Reduction of concrete sidewalk near the electrical transformer and gas area.

Attachments/Documentation for the Board's Review:

Change Order Request #32

Justification:

Curb & Gutter along E Washington St was needed for proper drainage. Changes near transformer area was necessary for maintenance and protection of utilities.

Action Requested:

Approved Change Order Request #32

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



Change Order Request #32

Project Name: Houston County Hwy Department

Job # 220193

Date: 11/5/2021

DESCRIPTION OF WORK TO BE DONE:

Add curb & gutter on Washington Street and around the transformer. Credit sidewalk at North East corner.

	Sub Quote	Labor Total	Tax Exempt Material Total	Mat / Equip Total	Total Cost
Wieser Brothers		\$3,560.00	\$4,406.00	\$200.00	\$8,166.00
Credit NE sidewalk		-\$812.50	-\$1,958.46		-\$2,770.96
Subtotal	\$0.00	\$2,747.50	\$2,447.54	\$200.00	
Subtotal					\$5,395.04
Contractor's Fee					\$539.50
Total for Change Order					\$5,934.54

Approval: _____

Date: _____

Houston County Agenda Request Form

Date Submitted: November 15, 2021 Board Date: November 23, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Attached is a revised **Change Order Request #25 (Revised)** for water and electric service for the pressure washer and washbay. The original Change Order #25 material prices increased prior to Board Approval and the price was not locked in and guaranteed.

Attachments/Documentation for the Board's Review:

Change Order Request #25 (Revised) and #25 (Original)

Justification:

Material price increase.

Action Requested:

Approved Change Order Request #25 (Revised)

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)	<input type="checkbox"/>
<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.



Change Order Request #25 (Revised)

Project Name: Houston County Hwy Department

Job # 220193

Date: 11/9/2021

DESCRIPTION OF WORK TO BE DONE:

Redirect water piping and electrical connections to serve the pressure in its new location at the south west corner of Parking Garage #132 and extend a 2" supply to the wash bay for a fire hose connection.

	Sub Quote	Labor Total	Tax Exempt Material Total	Mat/Equip Total	Total Cost
Plumbing	\$6,209.52				\$6,209.52
Bollard		\$410.00	\$657.00	\$75.00	\$1,142.00
Subtotal	\$6,209.52	\$410.00	\$657.00	\$75.00	
Subtotal					\$7,351.52
Contractor's Fee					\$735.15
Total for Change Order					\$8,086.67

Approval: _____

Date: _____



CHANGE ORDER REQUEST #25

Project Name: Houston County Hwy Department **Job #** 220193
Date: 10/22/2021

DESCRIPTION OF WORK TO BE DONE:

Redirect water piping and electrical connections to serve the pressure in its new location at the south west corner of Parking Garage #132 and extend a 2" supply to the wash bay for a fire hose connection.

	Sub Quote	Labor Total	Tax Exempt Material Total	Mat/Equip Total	Total Cost
Plumbing	\$5,524.56				\$5,524.56
Bollard		\$410.00	\$657.00	\$75.00	\$1,142.00
Subtotal	\$5,524.56	\$410.00	\$657.00	\$75.00	
Subtotal					\$6,666.56
Contractor's Fee					\$666.66
Total for Change Order					\$7,333.22

Approval: _____

Date: _____

Houston County Agenda Request Form

Date Submitted: November 19, 2021 Board Date: November 23, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Attached is Change Order Request #33 for additional insulation added to fill void space between the roof sheets and insulation as specified.

Attachments/Documentation for the Board's Review:

Change Order Request #33

Justification:

General construction best practice to add insulation in void space

Action Requested:

Approved Change Order Request #33

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



CHANGE ORDER REQUEST #33

Project Name: Houston County Hwy Department

Job # 220193

Date: 11/18/2021

DESCRIPTION OF WORK TO BE DONE:

Added roof insulation to fill the void between the roof sheets and the fiberglass insulation as specified. (Material Only)

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Added Insulation			\$8,080.00		\$8,080.00
					\$0.00
Subtotal	\$0.00	\$0.00	\$8,080.00	\$0.00	
Subtotal					\$8,080.00
Contractor's Fee					\$808.00
Total for Change Order					\$8,888.00

Approval: _____

Date: _____