

## PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: February 8, 2022

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, Board Clerk/EDA Director Allison Wagner, Interim Recorder Mary Betz, County Engineer Brian Pogodzinski, and Public Health and Human Services Director John Pugleasa

Presiding: Chairperson Myhre

Call to order.

Pledge of Allegiance.

Prior to approving the agenda Commissioner Severson requested that Action Item No. 3: Consider proposals submitted by banks be tabled until the Finance Committee had a chance to connect with the County Attorney. Motion was made by Commissioner Burns, seconded by Commissioner Severson, motion unanimously carried to approve the agenda with requested change.

Motion was made by Commissioner Walter, seconded by Commissioner Severson motion unanimously carried to approve the meeting minutes from February 1, 2022.

Public Comment: No public comments were made.

### APPOINTMENTS

None.

### CONSENT AGENDA

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

- 1) Approve and review 2022 Semcac contract for transportation services.
- 2) Approve and review purchase of service contract with ABC/Woodland.

- 3) Approve and review contract for guardianship services: Nora Beckjord.
- 4) Approve and review 2022 Hiawatha Valley Mental Health Center HVMHC contract and rates for adult and children's mental health services.
- 5) Change the employment status of the Assessor, Lucas Onstad, from probationary to regular effective 02/22/2022.

## ACTION ITEMS

File No. 1 – Commissioner Johnson moved, Commissioner Burns seconded, motion unanimously carried to approve an equipment purchase for an excavator and two ditch mowers from Bobcat of Rochester and Hammell Equipment for a total cost of \$132,161.20.

File No. 2 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to award the low bid for SAP 028-030-008 to Dunn Blacktop Company in the amount of \$3,455,259.25 for the paving of CSAH 1, CSAH 4, and CSAH 10.

File No. 3 – This item was tabled.

File No. 4 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve through mutual agreement with the Minnesota Association of Professional Employees (MAPE) terminating the current 2021-2023 agreement and approving the proposed 2022-2024 Labor Agreement between the County of Houston and MAPE.

File No. 5 – Commissioner Walter moved, Commissioner Johnson seconded, motion unanimously carried to approve through mutual agreement with the Law Enforcement Labor Services, Inc., Local #415 (Lts. unit), terminating the current 2021-2023 agreement and approving the proposed 2022-2024 Labor Agreement between the County of Houston and LELS #415.

File No. 6 – Commissioner Walter moved, Commissioner Severson seconded, motion unanimously carried to reappoint James Wieser to the Planning Commission for a 3 year term 2022 through 2024.

File No. 7 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to approve purchasing four servers at a total cost of \$61,372.00 based on the low quote from SHI using ARPA funds.

File No. 8 – Prior to making a motion Commissioners discussed possible uses for American Rescue Plan Act (ARPA) dollars. Some ARPA dollars had already been approved previously including an amount approved for vaccination clinics, funding for new radios for the Sheriff's department, and money that had went to the Crooked Creek Watershed District. The County had received the first round of ARPA funding and was anticipating receiving a total of \$3,612,832 in ARPA money. The funds would need to be allocated by 2024 and used by 2026. Motion by Commissioner Burns seconded by Johnson to allocate \$40,000 to each fire

department in Houston County, \$5,000 to each of the Houston County first responders, \$5,000 to SE MN Emergency Medical Services, \$1,000 to each Houston County food shelf, \$7,500 to the Sheriff's Posse, and \$250,000 to the Root River Soil and Water Conservation District. The total amount allocated at the meeting was \$687,500.

#### DISCUSSION ITEMS

Commissioners briefly discussed recent meetings they had attended and upcoming meetings. These meetings included negotiations, an Extension Meeting, Semcac Meeting, Community Services Meeting, and SMART Meeting.

Chairperson Myhre announced that the workgroup session the following week would be held at the new Highway Shop.

There being no further business at 10:25 a.m., a motion was made by Commissioner Johnson, seconded by Commissioner Severson, motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on February 15, 2022.

#### BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Greg Myhre, Chairperson

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

# PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: February 15, 2022

9:00a.m.

Place: Houston County Highway Department, 1124 E Washington St, Caledonia, MN

## Members Present:

Dewey Severson (attended remotely), 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, County Engineer Brian Pogodzinski, EDA Director/Board Clerk Allison Wagner, Interim Recorder Mary Betz, Health and Human Services Director John Pugleasa, IT Director Andrew Milde, and Dick Walter

## Board Workgroup Session

### Call to order.

The board discussed banking proposals from banks and the possibility of switching banks. Commissioner Severson said that after meeting with the Finance Committee he thought the discussion should be put on hold. It was the general consensus of the board to continue working with Bank of the West for the time being. No official action was taken.

Commissioners discussed the possibility of displaying some old highway equipment at the new highway facility. Dick Walter was present and showed the Commissioners some of the equipment that he estimated dated back to the 1930's. Walter told the board he was willing to donate his time to clean the equipment if the Commissioners wanted to move forward with the display. No official action was taken, but it was the general consensus of the board to move forward with displaying the equipment.

Commissioners discussed possible upcoming highway equipment purchases with County Engineer Brian Pogodzinski. Pogodzinski said there were some equipment purchases that had recently come up that were not initially budgeted in 2022, but that could possibly be offset because the salt line item was expected to come in under budget.

Commissioners discussed possible uses for American Rescue Plan Act (ARPA) dollars with department heads at the meeting. Commissioner Johnson suggested using ARPA dollars to help nursing homes in the County. Commissioners were working to reach out to nursing homes in their districts regarding the idea.

The meeting was ended at 11:07 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Greg Myhre, Chairperson

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

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
February 22, 2022**

**Date Submitted: February 17, 2022,  
By: Tess Kruger, HRD/Facilities Mgr.**

**ACTION REQUEST**

- **Consider through mutual agreement with the the Law Enforcement Labor Services, Inc., Local #60 (Lts. unit), terminating the current 2021-2023 agreement and approve the proposed 2022-2024 Labor Agreement between the County of Houston and LELS #60 (MOU and CBA attached)**
- **Consider the appointment of Joshua Gran to the Planning Commissioner for a 3 year term 2022 through 2024 (application attached)**

**APPOINTMENT REQUEST**

- **None**

**HR CONSENT AGENDA REQUEST**

**Auditor/Treasurer**

- **Rehire Annette Christian as a 67 temporary employee to assist in the 2022 elections -attend mandatory trainings and perform work directly related to elections**

**Public Health & Human Services**

- **Consider hiring Dianna Sunnes as a probationary Adult Services Social Worker, C41, Step 1, effective 02/28/2022 conditioned upon succesful completion of a criminal background check**
- **Consider hiring Erin Woods as a probationary Child Support Officer, B24, Step 2, effective 03/07/2022 conditioned upon succesful completion of a criminal background check**

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



**RECEIVED**  
 FEB 03 2022  
 Houston County  
 Personnel Dept.

**Application for Appointment to Houston County  
 Committee/Board/Commission**

**Please return to:**

Houston County Personnel Office  
 304 S. Marshall St., Rm 208  
 Caledonia, MN 55921  
 Phone (507) 725-5822; Fax (507) 725-5590

**POSITION (SEE LIST BELOW)** Planning Commission

(Please complete a separate application for each committee you are interested in applying for)

**APPLICANT NAME** Gran Joshua D

Last First Middle

**CITIZEN ADVISORY COMMITTEES**

**BOARD OF ADJUSTMENT (5 citizen members)** – Generally meets the 4<sup>th</sup> Thursday evening of each month immediately prior to the Planning Commission monthly meeting on an as needed basis. The duties include evaluation and action on requests for variance, and appeals of official actions.

**PLANNING COMMISSION (6 citizen members, 1 alternate)** – Generally meets the 4<sup>th</sup> Thursday evening of each month. The duties include reviewing conditional use permits, rezoning proposals, ordinance amendments and making recommendations to the County Board of Commissioners on these and other planning and zoning related matters.

**GENERAL INFORMATION**

Street Address		Home Phone/Cell Phone	
City	State	Zip Code	Work Phone
Township	Email Address		

**EDUCATION**

Bachelor's degree in Finance and in Economics along with a minor in accounting

**RELEVANT WORK EXPERIENCE/SPECIALIZED SKILLS** – Please list all applicable experience and skills that may prove beneficial in the position for which you are applying. (Attach additional pages if needed.)

Former Mayor of Caledonia; Former board member for Camp Winnebago
Finance Manager for Performance Food Group - Fortune 100 Company
Owner of Gran Properties, real estate investment company in Houston County
Owner of Alpha Performance, a gym located in Caledonia, MN

**APPLICABLE LICENSES AND CERTIFICATIONS**

Dale Carnegie program graduate
Real estate agent in Minnesota and Wisconsin

**COMMUNITY SERVICE** (Attach additional sheets if needed)

Volunteer basketball coach for Brad King

**REFERENCES:** Please list professional references (other than friends or relatives) who are familiar with your work and educational qualifications.

Name <b>Carl Fruechte</b>	Relationship <b>Coach</b>	Name <b>Sam Milner</b>	Relationship <b>Sr Director Accounting; Performance Food Group</b>
Phone <b>507.459.7267</b>		Phone <b>608.792.3459</b>	
Name <b>Joe Cappello</b>	Relationship <b>VP of Finance; Performance Food Group</b>	Name <b>Lindsey Pugh</b>	Relationship <b>Director of Finance; Performance Food Group</b>
Phone <b>847.899.1745</b>		Phone <b>715.299.5788</b>	



**BACKGROUND INFORMATION:** Use additional sheet(s) if necessary

**1. What is your understanding of the role of this Committee/Board/Commission?**

Helps oversee the planning and zoning issues within Houston County including developemnt, permits, and different land use issues

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**2. What do you believe are the most important individual qualities/characteristics members on this Committee/Board/Commission should possess in order to provide effective service and decision-making?**

**Ability to reason through and problem solve complicated issues**

Desire and ability to understand all sides of an argument/situation before coming to a conclusion

Knowing how to ask questions to gain a full understanding of the situation presented

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**3. List up to three significant issues that you believe this Committee/Board/Commission should address during the next three years?**

Future growth oppurtunties of the county both residential and commercial

Ease of construction/permitting throughout the county

Oppurtunities/areas primed for development throughout the county

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**4. What sources of information might you rely on when making a decision?**

Asking questions of those who are subject matter experts in the given field

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5. Provide one or two contributions you believe you would bring to this team.

Deep problem solving, listening skills, and ability to ask questions to gain deep understanding based on experience quickly growing to finance manager for a fortune 100

Former committee and board experience through being Mayor of the county seat

Long term vested interest in the well being of the county being from a younger generation than most throughout the counties leadership

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6. What do you hope to achieve by serving on this Committee/Board/Commission?

Continue to help this county move in the right direction to make it a great area to live

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7. Please list any potential conflicts of interest you may have as a member serving on this board?

None

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**NOTES AND CONDITIONS**

Each of the following items becomes part of your application record by your signature. Please read the following prior to signing.

1. If offered a position on the Houston County committee, board, or commission, I understand that I will be required to follow the County Code of Ethics and Conflicts of Interest Policy, applicable state and County Planning and Zoning Ordinances and guidelines, as well as directives of the County Board of Commissioners.
2. That Houston County reserves the right to change its policies without notice as the County deems appropriate.
3. I understand that false or misleading information given on my application or in an interview(s) may result in disqualification from serving on a committee, board, or commission. I attest that, to the best of my knowledge, the information provided in this application is true and correct.
4. I understand that at times some committees may require me to do large quantities of reading and research outside of meeting times. I understand that I may deal with complex and controversial subjects. I am willing and able to respect people who may disagree with me or at times even criticize me. In all cases, I am willing to be neutral, fair, and open to opposing perspectives and new possibilities.

I **CERTIFY** that all statements made on this application are true and correct. I understand that all information is subject to verification. I also understand that any falsification will disqualify me from service to the County and dismissal from a board, committee, or commission. My signature AUTHORIZES Houston County to secure any information needed to complete a criminal background check. It also authorizes collection of any employment-related information deemed necessary from former employers or personal references.

<p>Date 2/1/2022</p>	<p>Applicant's Signature </p>
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**YOUR RIGHTS AS A SUBJECT OF DATA**

Minnesota Statutes §13.01 through §13.99 require that you be informed that the following information which you are asked to provide in the appointment process is considered private data: name, home address, email address, and telephone numbers.

This means the data is available only to you and County officials who have a bona fide need to access this information for the Houston County appointment process. Refusal to supply the requested information may disqualify your application for consideration.

Your name will become public data when you are certified as eligible for a vacancy. All other information you supply on this application with the exception of that which is private data as indicated above will become public if you are appointed by Houston County.

All materials submitted in support of your application become the property of Houston County and cannot be returned.

**HOUSTON COUNTY EQUAL OPPORTUNITY STATEMENT**

*Every person in Minnesota is protected by the Human Rights Act as every person, based on their personal characteristics such as a person's race or sex, belongs to one or more of the **Protected Classes: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Familial Status, Disability, Public Assistance Status, Age, Sexual Orientation, and Local Human Rights Commission Activity.** Houston County acknowledges that equal opportunity for all persons is a fundamental human value. Consequently, Houston County provides access and admission to employment opportunities without discrimination because of race, color, creed, age, religion, national origin, sex, sexual orientation, handicap, marital status, or public assistance status. As such, the Board of*

Commissioners endeavor to make all employment and appointment decisions on the basis of individual ability and merit, without discrimination or favor.

**APPLICATION PROCESS**

Applications are accepted only for posted positions and a separate application must be completed for each position applied for. Your **completed application** must arrive in the **Houston County Personnel Office by 4:30 p.m. on the date listed in the posted notice on the County's official website.** Late applications will not be considered. The Personnel Office cannot be responsible for failure of other agencies or postal services to forward applications by the deadline. Applications will be reviewed *after* the posted closing date.

**HOUSTON COUNTY COMMISSIONERS**

<b>First District</b>	<b>Second District</b>	<b>Third District</b>	<b>Fourth District</b>	<b>Fifth District</b>
Dewey Severson	Eric Johnson	Bob Burns	Teresa Walter	Greg Myhre

**LABOR AGREEMENT**

**BETWEEN**

**LAW ENFORCEMENT LABOR  
SERVICES, INC., LOCAL #60  
(Jailer/Dispatcher Unit)**

**AND**

**THE COUNTY OF HOUSTON**

**JANUARY 1, 2022 - DECEMBER 31, 2024**

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This Labor Agreement is entered into between the Houston County Board of Commissioners and the Houston County Sheriff, hereinafter called the “Employer” and the Law Enforcement Labor Services, Inc., Local #60, hereinafter called the “Union”.

**ARTICLE 1. PURPOSE**

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- 1.1 Establish the foundation for harmonious and effective labor-management relationship.
- 1.2 Provide a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Memorialize in writing the parties agreement regarding rates of pay, hours of work, and other terms and conditions of employment for the duration of this Agreement.

**ARTICLE 2. RECOGNITION**

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- 2.1 The Employer recognizes the Union as the exclusive representative for purpose of meeting and negotiating the terms and conditions of employment for all Employees in the bargaining unit composed of: All non-licensed essential employees of the Houston County Sheriff’s Department, Caledonia Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03 subd. 14, excluding supervisory, confidential and all other employees as certified by the Bureau of Mediation Services, Case No 98-PCE-305.
- 2.2 Job classifications considered to be within the bargaining unit and covered by this Agreement, are as follows:
  - PSAP/Emergency Management Coordinator
  - Lead Jailer/Dispatcher
  - Program Coordinator/Lead
  - Jailer Dispatcher
  - Secretary/Dispatch/Matron
- 2.3 Disputes which may occur between the Employer and the Union, as to the inclusion or exclusion of a new or revised job classification in the unit defined above, shall be referred to the Bureau of Mediation Services for determination.



### **ARTICLE 3. SCOPE OF AGREEMENT**

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- 3.1 It is the intention of the Union and the Employer that the coverage of this Agreement is limited to the "terms and conditions of employment," which are defined as the hours, wages, and working conditions that are specifically established herein and are not in conflict with any statute of the State of Minnesota or rules or regulations promulgated thereunder.
- 3.2 The Union recognizes that certain terms and conditions of employment are established by statutes of the State of Minnesota. It is the intention of the parties that this Agreement supplement such statutes. In the event this Agreement is in conflict with such statutes the latter shall prevail.

### **ARTICLE 4. EMPLOYER AUTHORITY**

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- 4.1 It is recognized by both parties that except as expressly stated herein, the Employer shall retain rights and authority necessary to operate and direct the affairs of Houston County Sheriff's Department in all of its various aspects, including, but not limited to: the right to direct the working forces; to plan, direct and control all operations and services of the department, to determine the methods, means, organization and number of personnel by which operations and services are to be conducted; to assign and transfer Employees; to schedule working hours, and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve Employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the Employer shall retain the authority and prerogatives to:
- 4.1.1 Operate and manage affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including County Personnel Policies and Work Rules.
- 4.1.2 Maintain the efficiency of the government operations; and
- 4.1.3 Take whatever actions may be necessary to carry out missions of the County in emergencies.
- 4.1.4 Any term or condition of employment not explicitly established by this Agreement shall remain with the Employer to establish, modify or eliminate.

## **ARTICLE 5. UNION RIGHTS AND SECURITY**

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- 5.1 The Employer shall deduct from the wages of the employees who authorize such a deduction in writing an amount necessary to cover monthly dues. Such monies and listing of employees from whom such deduction has been made shall be remitted as directed by the Union.
- 5.2 The Union may designate two (2) employees from the bargaining unit to act as stewards and shall inform the Employer within ten (10) days, in writing of such choice and changes in the position of Steward. Stewards shall have the right to process grievances, as established by Article 22 (Grievance Procedure) and other duties and responsibilities as established by this Agreement.
- 5.3 Up to two (2) stewards shall be compensated, at straight-time, for the actual time spent in negotiations. The time spent in negotiations shall not be used to create overtime or comp-time situations in calculating the total hours worked for the pay period.
- 5.4 The Union shall have the right to request the deduction of a "fair share" fee in accordance with the provisions of M.S. 179A.06 Subd.3.
- 5.5 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union recreational or social affairs and any other items specifically approved by the Employer. The Union agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.
- 5.6 The union agrees to indemnify and hold the employer harmless against any claims, suit, order, or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provision of this Article.
- 5.7 The Union will receive a two (2) week notice of changes in the established work rules unless such change is necessitated by an emergency situation.

## **ARTICLE 6. EMPLOYMENT STATUS**

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- 6.1 Personnel employed and scheduled for eighty (80) hours per two-week pay period shall be defined as regular full-time employees.
- 6.2 Personnel employed and scheduled for less than eighty (80) hours per two-week pay period but more than fourteen (14) hours per week shall be defined as regular part-time employees.

- 6.3 The work week for full-time employees shall be forty (40) hours per week, eight (8) hours per day, ten (10) hours per day, or twelve (12) hours per day with a one-half (1/2) hour paid lunch hour per day.
- 6.4 Personnel employed and scheduled to work on a casual or intermittent basis of fourteen (14) hours or less per week or less than one hundred (100) days per calendar year otherwise meet the definition contained in MSA 179A.03, Subd. 14, shall be defined as casual employees. Casual Employees shall not accrue any other benefit established by this Agreement.

## **ARTICLE 7. TRIAL WORK PERIOD**

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- 7.1 All full-time and part-time employees who are original hires or rehires following separation shall serve a trial work period.
- 7.1.1 The trial work period for all positions covered by this agreement shall be twelve (12) months.
- 7.1.2 The trial work period shall serve as a period of time during which the employee's fitness and ability to perform the job classification duties and responsibilities shall be evaluated.
- 7.1.3 At any time during the trial work period, an employee may be terminated at the discretion of the Employer without such discharge being a violation of this Agreement or being grievable as provided by Article 22 (Grievance Procedure). Employees terminated during trial work period, or shall receive a written notice of such terminations.
- 7.1.4 The trial work period may be extended for an additional three (3) months upon written notice, stating the reason for the extension by the Employer to the Union.
- 7.2 All employees promoted to a higher job classification shall serve a trial work period for twelve (12) months.
- 7.2.1 The promotional trial work period shall serve as a period of time during which the employee's fitness and ability to perform job classification duties and responsibilities shall be evaluated.
- 7.2.2 At any time during the promotional trial work period any employee may be demoted, at the discretion of the Employer. Employees demoted during a

promotional period:

1. Shall receive written notice of any reasons for such demotions;
2. Shall have the right to return to their previously held job classification; and
3. Shall be compensated at their salary prior to the promotion.

7.2.3 Employees shall have the right, at any time during the promotional trial work period to voluntarily demote to their previously held job classification and salary prior to promotion.

7.2.4 The promotional trial work period may be extended for an additional three (3) months upon written notice stating the reasons for the extension, by the Employer to the Union.

7.3 Employees shall, during the trial work period, accumulate sick leave, and vacation as provided by Articles 11 and 12. However, during the trial work period, employees may request the use of accumulated sick leave but not accumulated vacation. This shall not apply to employees serving a promotional trial work period.

## **ARTICLE 8. HOURS OF WORK AND SHIFT BIDDING**

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8.1 The scheduled work day, work week and work shift shall be established and posted by the Employer on a monthly basis. Each month's schedule shall be posted no later than the twentieth (20th) of the preceding month.

8.1.1 The Employer will notify the Union at least five (5) calendar days prior to implementation of changes to the schedule.

8.1.2 Nothing in the Agreement shall prohibit the Employer from changing the permanent work schedule to meet emergencies.

8.2 Exempt employees normal work period shall consist of eighty (80) hours in a two (2) week payroll period. With supervisor approval, the exempt employee may flex their hours within a payroll period.

8.3 The normal work week for non-exempt employees shall be forty (40) hours per week with eight (8) hours per day, ten (10) hours per day, or twelve (12) hours per day with a one-half

(1/2) hour paid lunch break per day.

8.3.1 Notwithstanding the provisions of Article 8.2, the Employer and employee may, by mutual agreement, deviate from the normal work week or work day. This does not restrict the Employer in changing the work schedule pursuant to the provisions of Article 8.1.

- 8.4 All employees shall be at their assigned duty station ready for work at their scheduled starting time and remain in a duty status until the scheduled quitting time or until relieved by the Employer.
- 8.5 Nothing in the Agreement shall be construed as, and is not intended to be, a guarantee of any hours of work per normal week or day.
- 8.6 Prior to November 1<sup>st</sup> of each year non-probationary Jailers/Dispatchers shall select their work shift by seniority for the following calendar year. *The employer retains the right to assign particular employees to particular shifts if the employer is able to articulate a business need.*

## **ARTICLE 9. OVERTIME/CALL BACK/COURT TIME**

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- 9.1 Overtime shall be defined as hours assigned by the Employer and worked by the non-exempt employee as follows:
- Hours in excess of eight (8) hours per day, ten (10) hours per day, twelve (12) hours per day or eighty (80) hours per two (2) week period.
- 9.2 Notwithstanding the provisions of Article 9.1, employees who have mutually agreed to flexible scheduling, as provided in Article 8.2.1, shall receive overtime compensation for all hours worked in excess of eighty (80) hours for the pay period.
- 9.3 Overtime hours assigned and worked shall be compensated at a rate of one and one-half (1 1/2) times a non-exempt employee's base hourly rate of pay. Except for shift differential pay, compensation earned as a result of working overtime may be taken in the form of a cash payment or as compensatory time off, to be used in the same manner as their accrued vacation. The portion of over-time compensation attributable to shift differential payment shall be paid in the form of a cash payment. Use of compensatory time off may occur in increments of one-half (1/2) hour or greater. Non-exempt employees can bank up to 120 hours of compensatory time off per year.

Non-exempt employees, who have accumulated compensatory-time balances, may with Sheriff's approval, have any portion of their balance above forty (40) hours, cashed out during any regular payroll period at the employee's current base hourly rate. Non-exempt employees who have an accumulated compensatory time balance as of the end of the last payroll period in any calendar year may have their balance or any portion of their balance cashed out at the non-exempt employee's current base hourly rate and/or may carry over *up to* one hundred twenty (120) hours from one year to the next.

If a non-exempt employee is scheduled to work four (4) or more consecutive Saturdays and/or Sundays, they shall receive overtime compensation for each consecutive Saturday and/or Sunday shift starting with the fourth (4th) consecutive Saturday and/or Sunday shift.

#### Example 1

A non-exempt employee who is normally scheduled to work every other weekend is scheduled to work what is considered to be a Saturday and/or Sunday shift on the weekend that would have been this non-exempt employee's weekend off. This non-exempt employee then works the following weekend as part of their normal schedule. This situation does NOT qualify the employee for overtime.

#### Example 2

The same situation exists as in Example 1, however the non-exempt employee is scheduled to work what is considered to be a Saturday and/or Sunday shift on the next weekend which would have been the employee's weekend off. Since the non-exempt employee has now worked what is considered a Saturday and/or Sunday shift for four (4) consecutive weeks in a row the non-exempt employee is entitled to overtime compensation for this particular Saturday and/or Sunday shift.

#### Example 3

The same situation exists as in Example 2; however, this non-exempt employee now works the following weekend as part of their normal schedule. This situation also qualifies the employee for overtime since the non-exempt employee has now worked what is considered to be a Saturday and/or Sunday shift for five (5) consecutive weekends.

- 9.4 Overtime assigned by the employer shall be worked unless such assignment is excused by the Employer.
- 9.5 When the Employer deems it necessary to work over-time, and has 24 hours-notice or more, overtime shall be offered, by seniority. Each non-exempt employee shall provide the employer with one (1) telephone number where they can be reached for overtime assignments. Failure to respond and/or declining a request to work overtime shall constitute a refusal, for that overtime assignment. *The Employer still retains the overall right to determine overtime assignments.*

- 9.6 Court time shall mean hours a non-exempt employee is required because of the non-exempt employee's work to appear at a criminal case outside of assigned hours.
- 9.7 Call Back and/or Court Time. A non-exempt employee called in for work at a time other than his normal scheduled shift, will be compensated for a minimum of two (2) hours at one and one-half (1 1/2) times the non-exempt employee's basic rate. An early start or extension of a scheduled shift shall not be considered a call back. Employees will be notified of the cancellation of court appearances at least twenty-four (24) hours prior to the scheduled appearance. If the notification of cancellation is less than twenty-four (24) hours prior to the scheduled appearance, the non-exempt employee will receive the two-hour court time minimum compensation.
- 9.8 For the purpose of computing compensation as provided by this Article, hours worked shall not be compounded, pyramided or counted twice for the same hours worked.

**ARTICLE 10. JOB CLASSIFICATION, WAGES AND POST EMPLOYMENT HEALTH CARE SAVINGS PLAN (PEHCSP)**

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- 10.1 Employees covered by this Agreement shall be compensated based on their job classification and length of continuous employment for all hours worked in accordance with the Wage/Salary Schedule attached hereto as Appendix "A".
- 10.2 Non-Exempt Employees shall earn \$0.50 for shift differential pay for all hours worked when a majority of the hours worked occur between 6:00 PM to 6:00 AM.
- 10.3 Part-time employees will be paid according to the full-time employees' pay scale listed as Appendix A of this agreement. Part-time employees will advance through the pay scale based upon actual hours worked, with two thousand eighty (2080) hours being equal to one year. However, working more than 2080 hours in a year does not allow an employee to advance to the next pay step.
- 10.4 Except for Lead Jailer/Dispatchers, the Employer may, at its discretion, and upon notification to the Union, place a newly hired Employee at any rate on the wage/salary schedule. Lead Jailer/Dispatchers shall be placed at a minimum of Step 6 on the wage/salary schedule.
- 10.5 The employer will maintain the post-employment health care savings plan (PEHCSP) offered by the Minnesota State Retirement System to be funded by employee

payments/contributions and severance amounts, as allowed by law.

10.6 Exempt employees are not eligible to receive over-time or other premium pay except under the following circumstances.

Exempt Employees may receive overtime pay, upon the Board of Commissioners' declaration of natural disaster or other emergency status and a separate declaration specifically authorizing over-time payments. Additionally, all Employees must have their supervisor's written pre-authorization for all such over-time. Board declared overtime will be paid as straight time, calculated by the Employee's equivalent hourly rate based on a 2080-hour annual base salary rate for all hours worked in excess of eighty (80) hours in a two week payroll period. The occurrence of Board declared overtime shall be dictated by influences outside the control of the County and the Employee; for example, natural disaster, pandemic, or other emergency condition. This provision shall not be grievable/arbitrable under Article 22, of this Agreement.

## **ARTICLE 11. SICK LEAVE**

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- 11.1 Full-time employees shall earn sick leave at the rate of 3.7 hours per bi-weekly pay period.
- 11.2 No more than eight hundred (800) hours of accumulated sick leave may be carried over from one year to the next.
- 11.3 All employees who have an accumulated sick leave balance, as of the end of the last payroll period in any calendar year, of more than eight hundred (800) hours, will receive payment for fifty five percent (55%) of those sick leave hours above eight hundred (800) hours, at the end of each year with the understanding that all sick leave hours accumulated in excess of 800 hours will be forfeited and their balance returned to 800 hours prior to the new year. Such payment will be deposited in the post-employment health care savings plan (PEHCSP) created for each employee in Article 10.4.
- 11.4 Accumulated sick leave may be approved for absences for the following reasons:
- 11.4.1 Because of illness or injury which prevents the employee from performing job duties and responsibilities.
  - 11.4.2 Because of medical or dental care which cannot be scheduled at a time other than during the employee's normal work day.
  - 11.4.3 To care for relatives as set forth in and pursuant to MS §181.9413 as amended.
- 11.5 The Employer may require written medical verification of an employee's illness, a family member's illness or an employee's ability to return to work following an illness or injury. The



Employer agrees to pay for the full cost of obtaining the medical verification.

- 11.6 Employees who are ill or injured for a period of time which exceeds their accumulated sick leave may use accumulated vacation or request an unpaid leave of absence in accordance with the provisions of Article 19 (Leave of Absence).
- 11.7 Misuse of the sick leave benefit shall be just cause for disciplinary action as provided by Article 20 (Discipline and Discharge).
- 11.8 Notification. Employees unable to report on their work day because of illness or injury shall notify the Sheriff or designee as soon as possible prior to their scheduled starting time. Employees returning to work from sick leave of three (3) days or more duration shall notify the Sheriff or his designee at least one (1) calendar day prior to their scheduled starting time. Employees failing to give such notice may be subject to discipline as provided by Article 20 (Discipline and Discharge).
- 11.9 When sick leave is approved, employees, for compensation purposes, will be considered to have worked their normal work day.
- 11.10 Part time employees shall earn pro-rata sick leave benefits based on the number of hours actually worked during a pay period, up to fulltime.

## **ARTICLE 12. VACATION**

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- 12.1 Full-time employees shall earn paid vacation based on years of continuous service with the Employer in Accordance with the following schedule:
  - 12.1.1 From the start of employment through the first year of continuous employment at the rate of 3.08 hours per two-week pay period.
  - 12.1.2 From the start of the second year through the end of the fifth year of continuous employment at the rate of 3.7 hours per a two week pay period.
  - 12.1.3 From the start of the sixth year through the end of the tenth year continuous employment at the rate of 4.3 hours per a two week pay period.
  - 12.1.4 From the start of the eleventh year through the end of the fifteenth year of continuous employment at the rate of 4.93 hours per a two week pay period.
  - 12.1.5 From the start of the sixteenth year through the end of the twentieth year of

continuous employment at the rate of 5.54 hours a per two week pay period.

12.1.6 From the start of the twenty-first year through the end of the twenty-fifth year of continuous employment, at the rate of 6.16 hours per bi-weekly pay period.

12.1.7 From the start of the twenty-sixth year of continuous employment and thereafter, at the rate of 6.76 hours per pay period.

12.2 Two (2) years earned vacation days may be carried over from one year to the next. Employees having accumulated two (2) years earned vacation shall be allowed to accrue additional hours for use during the calendar year, but shall reduce those hours to two (2) years accumulation by the end of the last payroll period of the calendar year; and

Employees who resign or retire must have their vacation accrual reduced to the two (2) year accumulated maximum, at the time of retirement or resignation, or forfeit those hours accumulated over the two (2) year maximum. Discharge for cause, however, will result in forfeiture of all hours accumulated in excess of the two (2) year accumulated maximum.

An employee shall have preference as to the time of vacation in accordance with seniority provided:

12.2.1 All such preference for more than three (3) days of vacation shall be made known to the Employer at least thirty (30) days prior to the first (1st) day of the month which the vacation is to be scheduled.

12.2.2 Two (2) employees in the same job classification may be scheduled a vacation period at the same time only with the approval of the Employer. Employees not selecting a vacation period may be scheduled a vacation by the Employer; and

12.2.3 Maximum vacation time that may be taken at one (1) interval is ten (10) working days.

12.2.4 Minimum vacation time that may be taken at one (1) interval is four (4) hours for all personnel covered under this contract and fourteen (14) days' notice of that intent is mandatory to such vacation being granted. (The mandatory fourteen (14) days' notice can be waived for good cause).

12.3 Employees shall accumulate vacation during the trial work period, but shall not be eligible to take vacation until completion of the trial work period. Employees terminated during the trial work period shall not be compensated for accumulated vacation.

- 12.4 Part time employees shall earn pro-rata vacation benefit based on the number of hours actually worked during a pay period, up to fulltime.

### **ARTICLE 13. BEREAVEMENT LEAVE**

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- 13.1 Bereavement Leave. Full-time employees may request the use of up to a maximum of three (3) consecutive scheduled work days, with pay, for bereavement in the event of the loss of a member of the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, mother, father, grandparents, step-parent, step-grandparent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, grandchildren, step children, step grandchildren and the mother, father, aunt, uncle, brother, sister, or grandparents of the employee's spouse.
- 13.1.1 When bereavement leave is scheduled the Employer; employees, for compensation purposes, will be considered to have worked their normal work day.
- 13.1.2 Part time employees shall earn pro-rata bereavement leave benefits based on their full-time equivalency (FTE).

### **ARTICLE 14. SCHOOL CONFERENCES**

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- 14.1 Employees may attend school conferences pursuant to MSA 181.9412, as amended.

### **ARTICLE 15. JURY DUTY**

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- 15.1 If an employee is required to serve on a jury, the Employer shall compensate the employee the difference between jury duty pay and his/her regular hourly rate of pay.

### **ARTICLE 16. INSURANCE**

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- 16.1 The Employer shall maintain a hospital and medical insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier. Changes in the benefit level of the hospital medical insurance

program will be negotiated with the Union except those required by law.

Employees may elect individually or to enroll for dependent coverage of the hospital and medical program.

- 16.2 Effective January 1, 2022, the single coverage contribution by the County for the \$3,500 CDHP shall be 95% of the single plan premium.

This contribution shall be the same for this bargaining unit as any other bargaining unit during the term of this Agreement.

- 16.3 Effective January 1, 2022, the County contribution rate for the \$7,000 CDHP shall be 85% of the family/dependent plan premium.

This contribution shall be the same for this bargaining unit as any other bargaining unit during the term of this Agreement.

- 16.4 Additionally, qualified employees electing the \$3,500/\$7,000 CDHP shall receive County contributions in the amount of fifty percent (50%) of the deductible into a VEBA or HSA HealthCare savings account. Such contributions shall be made in four equal installments payable in conjunction with the 1st pay period of January, April, July, and October.

For those selecting single coverage a County contribution of fifty percent (50%) of the deductible shall be made in four equal installments payable in conjunction with the 1st pay period of January, April, July, and October.

The County reserves the right to eliminate any health plan option from the annual enrollment options listing should the enrollment in any plan decrease to less than ten (10) employees county-wide at any time during that current calendar year. Written notice of intent to eliminate a plan would be delivered to the Union by September 15th prior to the effective date of the plan elimination. The effective date for plan elimination would be January 1<sup>st</sup> of the subsequent calendar year following such notice.

This contribution shall be the same for this bargaining unit as any other bargaining unit during the term of this Agreement.

- 16.5 The Employer agrees to increase its contribution towards dependent health and life insurance coverage for the members of this bargaining unit, to the same extent that the Employer increases its contribution for members of any other bargaining unit in the County.

- 16.6 The Employer shall provide a ten thousand-dollar (\$10,000) term life insurance program subject to the limitations, benefits, and conditions established by the contract between the

Employer and the insurance carrier.

- 16.6.1 The term life insurance program shall provide a death benefit for all full-time employees.
- 16.6.2 The Employer shall pay the full cost of the monthly premium cost of the term life insurance program for all full-time employees.
- 16.7 Part-time employees, who are designated as working 20 or more hours per week, shall earn pro-rata insurance benefits based on their fulltime equivalency (FTE).
- 16.8 The Employer agrees to indemnify employees in accordance with the statutory provisions of Minnesota Statutes 466.07 (1986).

**ARTICLE 17. HOLIDAYS**

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- 17.1 During the work year, twelve (12), eight-hour work days shall be considered paid holidays for full-time employees.
- 17.2 The twelve (12) holidays shall be observed as follows:

New Year's Day	--	January 1
Martin Luther King, Jr. Day	--	Third Monday in January
Presidents' Day	--	Third Monday in February
Spring Holiday	--	Easter Sunday
Memorial Day	--	Last Monday in May
Independence Day	--	July 4th
Labor Day	--	First Monday in September
Veterans' Day	--	November 11th
Thanksgiving Day	--	Fourth Thursday in November
Friday after Thanksgiving Day		
Christmas Eve *	--	December 24 <sup>th</sup>
Christmas Day	--	December 25th
- 17.3 To be eligible for holiday pay, employees must have worked their last scheduled work day before the holiday and their first scheduled work day following the holiday, unless the absence is approved by the employee's Department Head.
- 17.4 Holidays which occur during an employee's scheduled vacation shall be considered a paid holiday and the employee shall not be charged for vacation on that day.
- 17.5 All non-exempt employees required to work on any of the holidays specified by this Article

shall be paid at the rate of one and one half (1 1/2) times the employee's pay rate for all hours worked or as compensatory time, in addition to their holiday pay.

- 17.6 All employees covered by this agreement shall be compensated up to 8 hours, based on their full-time equivalency, at their base rate of pay for each of the holidays provided for by this section.
- 17.7 Holiday pay for non-exempt employees shall be paid in two (2) payments, one in June and one in December of each year.
- 17.8 Exempt employees covered by this Agreement shall be paid a full day's compensation, based on their full-time equivalency, at their base rate of pay for each of the holidays provided for by this section.

In the event that New Year's Day, Independence Day, Veteran's Day, or Christmas falls on a Sunday, the following Monday shall be observed as the holiday; in the event that these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. In the event Christmas Eve falls on a Friday it shall be observed the previous Thursday; should it fall on a Saturday or Sunday the holiday shall be observed the preceding Friday.

## **ARTICLE 18. SEPARATION**

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- 18.1 Employees shall be considered separated from employment with Employer based on the following actions:
  - 18.1.1 **Resignation.** Employees resigning from employment shall submit written notice at least fourteen (14) calendar days prior to the effective date of their resignation. Failure to give such notice may result in the forfeiture of all earned vacation. In the event of unusual circumstances beyond the employee's control the Employer may waive the fourteen (14) calendar day notice requirement.
  - 18.1.2 **Retirement.** Employees may retire from employment in accordance with retirement rules set forth under the Public Employees Retirement Act.
  - 18.1.3 **Discharge.** Employees may be discharged from employment as provided by Article 20 (Discipline and Discharge).
  - 18.1.4 **Absence from Work.** Employees absent from work without an appropriate absence as provided by this Agreement may be discharged as provided by Article 20 (Discipline and Discharge).

- 18.1.5 Inability to Perform Job Duties and Responsibilities. Employees may be separated for inability to perform job duties and responsibilities as provided by Article 20 (Discipline and Discharge) or Article 7 (Trial Work Period.)
- 18.2 Employees re-employed by the Employer following separation shall be considered as original hires and shall serve a trial work period.
- 18.3 Employees separated from employment except for discharge or termination during the trial work period shall be compensated for all accumulated vacation and compensatory time at the time of separation or to the employee's estate in the event of death.
- 18.4 Employee's separation from employment, except for discharge or termination during trial work period, shall be compensated for all accumulated unused sick leave up to the accumulated maximum at the time of separation, or to the employee's estate in event of death, at the rate of fifty five (55%) percent to a maximum of fifty five (55) days / four hundred forty (440) hours, or may convert 80 hours of unused sick leave to one (1) months paid up health insurance for the employee only. Such payment upon separation will be deposited in the post-employment health care savings plan (PEHCSP) created for each employee in Article 10.4.

An employee must have been employed for a period of ten (10) years to qualify for the above provision, except that an employee who has been laid off may qualify for the above provision upon layoff, regardless of years of service.

## **ARTICLE 19. LEAVE OF ABSENCE**

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- 19.1 In the event it is necessary for an employee to be absent from work for reasons other than those provided for in this Agreement including an extended sick leave without pay as provided in Section 11.5, a written request for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence.
- 19.2 Requested leaves of absence will be granted only when such leave will not affect the service provided by the Employer, is recommended by the Sheriff, and is approved by the County Board.
- 19.3 During an unpaid leave of absence Employees will earn no compensation or benefits established by the Agreement.
- 19.4 Employees who are absent from work without an approved leave of absence shall be subject

to discipline as provided by Article 20 (Discipline and Discharge) and shall receive no compensation during the period of absence.

## **ARTICLE 20. DISCIPLINE AND DISCHARGE**

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- 20.1 The Sheriff, shall have the right to impose disciplinary actions on Employees for just cause.
- 20.2 Disciplinary action by the Sheriff may include any of the following actions:
1. Oral Reprimand;
  2. Written Reprimand;
  3. Suspension;
  4. Demotion; and
  5. Discharge.
- 20.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Such a signature is not an admission of wrong doing. The employee will receive a copy of such reprimands and/or notice.
- 20.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 20.5 Employees who receive a written reprimand or who are suspended or discharged may grieve such actions through the provisions of Article 22 (Grievance Procedure), provided that if no appeal is made of such disciplinary action within 15 consecutive days of its occurrence, this right is waived.

## **ARTICLE 21. LAYOFF**

- 21.1 Employees may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary, the work force shall be reduced based on seniority, ability to perform available work, and work performance within the affected job classification.

## **ARTICLE 22. GRIEVANCE PROCEDURE**

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- 22.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of



any term or terms of this Agreement.

22.2 The Employer will recognize Union representatives designated by the Union as stewards having the duties and responsibilities established by this Article.

22.3 Other representatives of the Union shall be permitted to enter into the premises of the Employer in connections with grievances under this Article so long as they do not interfere with the normal duties of employees, and they notify the office of the Sheriff before coming onto the job site.

22.4 It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities. The aggrieved employee and the steward may be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the steward have notified and received the approval of the Sheriff who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer. Grievances as defined by 22.1 shall be resolved in conformance with the following procedure:

STEP 1 An employee claiming a violation concerning the interpretation or application of this Agreement shall, within 15 consecutive days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give the answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

STEP 2 If appealed, the written grievance shall be presented by the Union and discussed with the Sheriff. The Sheriff shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Sheriff's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 3 If appealed, the written grievance shall be presented by the Union and discussed with the County Board. The County Board shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A

grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the County Board's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

STEP 4 If the grievance is not resolved at Step 3 of the grievance procedure, and both parties mutually agree to proceed to Step 4, the matter shall be submitted to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves the timelines for Step 5 of the grievance procedure.

STEP 5 A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by State Law.

#### 22.5 Arbitrator's Authority.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subject from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make decision on any other issue not so submitted.

22.5.1 The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the Grievance presented.

22.5.2 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. Either party may request a verbatim record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

#### 22.6 Waiver of Grievance.

If a grievance is not presented within the time limit set forth above, it shall be considered

waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit of each Step may be extended by mutual agreement of the Employer and the Union.

#### 22.7 Choice of Remedy.

If, as a result of the written Employer response in Step 4 the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of any Employee who has completed the required trial work period, the grievance may be appealed either to Step 5, Article 22 or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 5 of Article 22, the grievance is not subject to arbitration procedure as provided in Step 5 of Article 22. The aggrieved Employee shall indicate which procedure is to be utilized--Step 5 or Article 22 or another appeal procedure--and shall sign a statement of effect that the choice of any other hearing precludes the aggrieved Employee from Step 5.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this Grievance procedure. If a court of competent jurisdiction rules contrary to *Board of Governors*, or if *Board of Governors* is judicially or legislatively overruled, the underlined language will automatically be deleted from the Labor Agreement.

### ARTICLE 23. UNIFORM AND EQUIPMENT ALLOWANCE

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23.1 Each bargaining unit member shall be allotted a uniform and equipment allowance each year. The uniform and equipment allowance for a fulltime employee shall be \$550.00. Part-time employees shall receive a prorated amount based on their FTE.

23.2 The Employer will provide an initial uniform package which will consist of the following:

- 2 long sleeve shirts
- 2 short sleeve shirts
- 3 pair of pants
- 1 neck tie
- 1 belt
- 1 uniform sweater
- 1 name tag

- 1 badge
  - required patches
- 23.3 The Employer will provide initial uniform for Sheriff ordered uniform changes for actual uniform items being changed only of the following:
- 2 shirts
  - 2 pair of pants
  - 1 neck tie
  - 1 belt
  - 1 uniform sweater
  - 1 name tag
  - 1 badge
  - required patches
- 23.4 Upon termination of employment all patches, uniforms and equipment issued shall be returned to the Employer.
- 23.5 Bargaining unit members will be a paid uniform allowance as follows:
- 23.5.1 One half the allotment in June of each year, and one half the allotment in December of each year;
  - 23.5.2 Bargaining unit members will be responsible for purchasing their own authorized uniforms. Uniforms will not be charged to the County; and
  - 23.5.3 The Sheriff will authorize the type of uniforms allowed to be purchased and will inspect uniforms. If found to be in need of replacement, the bargaining unit member will be responsible for replacing the uniform within 30 days.
- 23.6 Initial uniforms will be furnished by the Employer and new Employees will not collect uniform allowance for a one-year period.

## **ARTICLE 24. SEVERABILITY**

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- 24.1 In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative, or judicial authority from whose findings, determinations, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.

**ARTICLE 25. TRAINING AND MEETINGS**

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- 25.1 The Employer shall be responsible for providing the minimum hours of training required by the Department of Corrections for each Dispatch/Jailer. The Sheriff, Chief Deputy or Jail Administrator will make an effort to have training while the employee is on duty.
- 25.2 Attendance at mandatory training or mandatory departmental meetings, as established and scheduled by the Sheriff, Chief Deputy or Jail Administrator, shall be counted as hours worked towards the computation of overtime.
- 25.3 When employees are required to attend mandatory training outside of Houston County, their travel time shall also be counted as hours worked towards the computation of overtime.
- 25.4 With the Sheriff, Chief Deputy or Jail Administrator's approval, employees may attend training classes other than mandatory training, on their own time and shall receive straight time pay for all hours spent in such training.

**ARTICLE 26. INJURY ON DUTY**

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- 26.1 The parties recognize that employees working for the County of Houston Sheriff's Department and covered by this Agreement, face a high potential for injury due to the nature of their employment. Such employee, who in the ordinary course of employment and while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer, incurs a disabling injury, shall be compensated in an amount equal to the difference between the employee's regular rate of take home pay and benefits paid under Worker's Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to six (6) months of Employee's regular monthly rate of pay per disabling injury.

**ARTICLE 27. PERSONAL PROPERTY**

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- 27.1 Personal property of the employee, damaged or destroyed in the course of the regular performance of their duties, shall be replaced by the Employer at no cost to the employee, up to fifty dollars (\$50.00) per item. Replacement cost of employee's eye glasses will be up to three hundred dollars (\$300.00). This provision does not apply towards any items damaged that are part of the Employer required uniform or equipment.

**ARTICLE 28. WAIVER**

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- 28.1 The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreement and understanding reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.
- 28.2 Therefore, the Employer and the Union for the duration of this Agreement, agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered by this Agreement.
- 28.3 Any and all prior agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

**ARTICLE 29. DURATION AND PLEDGE**

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- 29.1 This Agreement shall become effective January 1, 2022, unless specifically provided otherwise, and shall remain in effect through the thirty-first (31st) day of December 2023, and continue in effect from year to year thereafter, unless changed or terminated as provided by Section 29.2.
- 29.2 Either party desiring to change or terminate this Agreement must notify the other in writing prior to September 1, 2024. When notice is given of the desire to negotiate changes, the nature of such changes shall be specified in the notice. Unless a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this Agreement shall follow the same procedure as a proposed change.
- 29.3 In consideration of the terms and conditions of employment established by this Agreement and the recognition that the Grievance Procedure herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement:

29.3.1 The Union, its officers, and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful performance of their duties of employment. In the event of such an occurrence the Union will notify each employee, in writing, that such action is improper and that the employee must return to work immediately.

29.3.2 The Employer will not engage in, instigate, or condone any lock-out of employees.

THIS SPACE INTENTIONALLY BLANK

SIGNATURE PAGE AND APPENDICES FOLLOW ON NEXT PAGE

Agreed this \_\_\_\_\_ day of February, 2022 and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives:

**FOR LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 60**

\_\_\_\_\_  
Rick Mathwig , LELS Business Agent

DATE: 02/ /2022

\_\_\_\_\_  
Mark Olson, LELS Local 60 President

DATE: 02/ /2022

**FOR THE COUNTY OF HOUSTON**

\_\_\_\_\_  
Greg Myhre, County Board Chair

DATE: 2/ /2022

\_\_\_\_\_  
Theresa Arrick-Kruger County HRD

DATE: 02/ /2022

***Approved as to Form and Execution***

\_\_\_\_\_  
Samuel Jandt, County Attorney

DATE: 02/ /2022

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## APPENDIX "A" Wage/Salary Grids

All employees hired on or prior to 12/31/2021 on the new pay grid effective the end of the year 12/21/2021 as follows:

BANDING	POSITION	EMPLOYEE	INITIAL STEP
B22	SEC/DISP/MATRON	OHERON, CARRIE	*Off Step
B23	JAILER/DISPATCHER	BIRD, ALEXANDER	Step 9
B23	JAILER/DISPATCHER	BLOCKER, JENNIFER	Step 9
B23	JAILER/DISPATCHER	ROCHESTER, LYNN	Step 9
B23	JAILER/DISPATCHER	TUVESON, CHRIS	Step 9
B23	JAILER/DISPATCHER	JOHNSON, EMILY	Step 7
B23	JAILER/DISPATCHER	GOETZINGER-KRALL, PATRICIA	Step 6
B23	JAILER/DISPATCHER	AUGER/BRADY	Step 6
B23	JAILER/DISPATCHER	GAVIN, WILLIAM	Step 6
B23	JAILER/DISPATCHER	PERSONS, WILLIAM	Step 3
B32	PROGRAM COORDINATOR	GEHRKE, AMY	Step 6
B32	LEAD JAILER/DISPATCHER	MOLLING, PATRICK	Step 6
B32	LEAD JAILER/DISPATCHER	READY, CHAD	Step 6
B32	LEAD JAILER/DISPATCHER	MEYER, RACHEL	Step 6
B32	LEAD JAILER/DISPATCHER	NOVAK, BEN	Step 6
B32	LEAD JAILER/DISPATCHER	QUANDAHL, JASON	Step 6
C43	PSAP/EM COORDINATOR	OLSON, MARK	Step 4

\*The above listed employees will be eligible for a step advancement each July 1<sup>st</sup> starting in 2022 until the employee reaches step 9. Step advancement is based on a 2080 hour year. All employees hired after January 1, 2022 shall advance through the grid based on a 2080 hour work year on the anniversary date of their hire.

<b>January 2022 2.0%</b>									
<b>FT Hrs. required for advancement</b>		2080 hrs	2080 hrs	2080 hrs	2080 hrs	2080 hrs	2080 hrs	2080 hrs	2080 hrs
<b>BAND POSITION</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
B22 Sec/Disp/Matron	\$20.04	\$20.75	\$21.47	\$22.23	\$23.00	\$23.81	\$24.64	\$25.51	\$26.41
B23 Jailer/Dispatcher	\$21.85	\$22.61	\$23.41	\$24.23	\$25.07	\$25.95	\$26.86	\$27.80	\$28.76
B32 Prog. Coord/Lead	\$26.81	\$27.74	\$28.71	\$29.72	\$30.76	\$31.84	\$32.96	\$34.11	\$35.30
B32 Lead Jailer/Dispatch	\$26.81	\$27.74	\$28.71	\$29.72	\$30.76	\$31.84	\$32.96	\$34.11	\$35.30
C43 PSAP/EM Coord.	\$31.03	\$32.11	\$33.23	\$34.39	\$35.60	\$36.84	\$38.13	\$39.46	\$40.84

<b>January 2023 3.0%</b>									
<b>FT Hrs. required for advancement</b>		2080 hrs	2080 hrs	2080 hrs	2080 hrs	2080 hrs	2080 hrs	2080 hrs	2080 hrs
<b>BAND POSITION</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
B22 Sec/Disp/Matron	\$20.64	\$21.37	\$22.11	\$22.90	\$23.69	\$24.52	\$25.38	\$26.28	\$27.20
B23 Jailer/Dispatcher	\$22.51	\$23.29	\$24.11	\$24.96	\$25.82	\$26.73	\$27.67	\$28.63	\$29.62
B32 Prog. Coord/Lead	\$27.61	\$28.57	\$29.57	\$30.61	\$31.68	\$32.80	\$33.95	\$35.13	\$36.36
B32 Lead Jailer/Dispatch	\$27.61	\$28.57	\$29.57	\$30.61	\$31.68	\$32.80	\$33.95	\$35.13	\$36.36
C43 PSAP/EM Coord.	\$31.96	\$33.07	\$34.23	\$35.42	\$36.67	\$37.95	\$39.27	\$40.64	\$42.07

<b>January 2024 3.0%</b>									
<b>FT Hrs. required for advancement</b>		2080 hrs	2080 hrs	2080 hrs	2080 hrs	2080 hrs	2080 hrs	2080 hrs	2080 hrs
<b>BAND POSITION</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
B22 Sec/Disp/Matron	\$21.26	\$22.01	\$22.77	\$23.59	\$24.40	\$25.26	\$26.14	\$27.07	\$28.02
B23 Jailer/Dispatcher	\$23.19	\$23.99	\$24.83	\$25.71	\$26.59	\$27.53	\$28.50	\$29.49	\$30.51
B32 Prog. Coord/Lead	\$28.44	\$29.43	\$30.46	\$31.53	\$32.63	\$33.78	\$34.97	\$36.18	\$37.45
B32 Lead Jailer/Dispatch	\$28.44	\$29.43	\$30.46	\$31.53	\$32.63	\$33.78	\$34.97	\$36.18	\$37.45
C43 PSAP/EM Coord.	\$32.92	\$34.06	\$35.26	\$36.48	\$37.77	\$39.09	\$40.45	\$41.86	\$43.33

\*Sec/Disp/Matron O’Heron is off step above step 9. This employee will be grandfathered in and will receive annual COLA adjustments to her hourly equivalent pay rate while occupying her current position until such a time as the pay grid equals or exceeds the employee’s respective pay rate.

\* All Lead Jailer/Dispatchers promoted or hired after the 01/01/2022 will be appointed at Step 6.

**IN WITNESS WHEREOF**, the parties have caused this Memorandum of Understanding to be executed this \_\_\_\_ day of February, 2022.

**FOR LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 60**

\_\_\_\_\_ Date: 02/ /2022  
Rick Mathwig, LELS Business Agent

\_\_\_\_\_ Date: 02/ /2022  
Mark Olson, LELS Local 60 Steward

**FOR THE COUNTY OF HOUSTON:**

\_\_\_\_\_ Date: 02/ /2022  
Greg Myhre, County Board Chair

\_\_\_\_\_ Date: 02/ /2022  
Theresa Arrick-Kruger HC HR Director

**Approved as to form and execution:**

\_\_\_\_\_ Date: 02/ /2021  
Samuel Jandt, County Attorney

# Houston County Agenda Request Form

Date Submitted: 2/16/2022

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

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

**Issue:**

Review and approve MFIP/DWP contract with WDI (Workforce Development Inc.) for required employment and training services.

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

Electronic copy of contract for review and hard copy for signature

**Justification:**

**Action Requested:**

Review and approve agreement as presented.

For County Use Only			
<b>Reviewed by:</b>	<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)	<input type="checkbox"/>
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

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

## PURCHASE OF SERVICE AGREEMENT

The Houston County Board of Commissioners, 304 Marshall Street, Caledonia, MN 55921 (Houston County), through its local social services agency, the Public Health and Human Services Department hereafter referred to as the "County", and **Workforce Development, Inc.**, 2070 College View Road East, Rochester, MN 55904, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2022 to December 31, 2022, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 25, Termination, paragraph a.

### WITNESSETH

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256.0112 to provide services as specified under Section 1, paragraph a; and

WHEREAS, the County and the Provider, according to Minnesota Statutes, Section 256.0112, subd. 6, understand and agree that this contract shall serve as a lead county contract for services purchased from financially responsible agencies of other counties; and

WHEREAS, funds have been made available to the County from the Minnesota Department of Human Services for the purpose of providing services authorized under Minnesota Statute 256J under Grant #CFDA 93.558, hereinafter referred to as the Minnesota Family Investment Program (MFIP), and for the purpose of providing services authorized under Minnesota Statute 256J.95 hereinafter referred to as the Diversionary Work Program (DWP); and

WHEREAS, the County is required to provide employment and training services in accordance with Minnesota Statutes 256J.50 and 256J.515-256J.74; and

WHEREAS, Houston County, pursuant to MN Statutes, section 373.01, 373.02, 245.465 and 256M.60, wishes to purchase such program services from the Provider; and

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

1. Purchase of Service:
  - a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, the County agrees to purchase, and the Provider agrees to furnish the following services:

Brass Code	SERVICE DESCRIPTION
------------	---------------------

23700	MFIP/DWP Employment Services
23700	Innovation Fund for Transportation for DWP/MFIP

- b. Purchased Services will be provided at Provider's office, client's home or in the

community as appropriate.

2. **Cost and Delivery of Purchased Services:**

- a. Purchased Services will be paid monthly and in accordance with terms and conditions outlined in Attachment A. The total amount to be paid for such Purchased Services shall not exceed amount listed in Attachment A.
- b. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.

3. **Eligibility for Services:**

- a. Service eligibility for MFIP/DWP will be determined according to eligibility guidelines established by program policy and per applicable DHS Bulletins.
- b. The Provider must notify the County or the County of Financial Responsibility and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at least sixty (60) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- c. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- d. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include preparation of a summary of findings, processes, and plans to be transmitted with the client.

4. **Delivery of Care Services: (If Applicable)**

Except as noted the Provider retains control over:

- a. Intake procedures and program requirements.
- b. The methods, times, means and personnel for providing Purchased Services to eligible clients.

- c. When to end Purchased Services to an eligible client. Exception: when the client has a service plan which is monitored by a County case manager.
- d. Nothing in the agreement requires the Provider to serve eligible clients, but all clients must be given the right to apply. If services are denied, the client must be informed of the reason for denial and the process for appealing the denial.

5. Service Plan: (If Applicable)

- a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the service plan developed for the individual client in collaboration with the client's case manager.
- b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the service plan.
- c. The County may delegate the development of service plans to the Provider. If the responsibility is being delegated, the Provider must ensure development of the service plans.

6. Payment for Purchased Services:

a. Certification of Expenditures:

The Provider shall, within five (5) working days, following the receipt of the billing register, submit a standard invoice for Purchased Services to Houston County. The invoice shall show: (1) total program and administrative expenditures for the month broken down between MFIP and DWP; and/or (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of purchased services.

b. Payment for Purchased Services:

The County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total payment under this contract shall not exceed the amount specified in Attachment A.

7. Standards and Licenses:

- a. The Provider agrees to comply with all federal, state, the County and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations,

ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:

- 1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
  - 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
- b. The Provider agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with clients served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated under MN Statutes, Chapter 245C. Background studies must be completed and approved before staff can provide services with or without supervision.
- c. Provider agrees to maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by the County.
- d. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
- e. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:
- 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
  - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
  - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.
- f. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.
- g. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing



at all times when performing services under this Agreement.

- h. The Provider agrees to comply with the County Limited English Proficiency Plan. If a County client needs language assistance, the Provider may contact the County case worker (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.
- i. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.

8. Audit and Record Disclosures:

- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- b. The Provider agrees to maintain all records pertaining to this Agreement at Workforce Development, Inc., 2070 College View Road East, Rochester, MN 55904, for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, applicable health plans the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 10 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
  - A written Program and Statistical Report in a form approved or provided by the Lead County within thirty (30) days after the end of each quarter.
  - Quarterly Monthly line item expense and revenue reports within thirty (30) days after the end of each quarter/month unless otherwise indicated in writing by the County.
  - Revenue and Expense Statement and Balance Sheet on an annual basis Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Agreement term.
  - As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.

- Provider agrees to furnish the County with additional programmatic information to assist in the County's planning efforts and effective management of services. Such information shall be furnished to the County within reasonable periods of time as stated in written notice.
- (Other) \_\_\_\_\_

- d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- g. The Provider is responsible to maintain all required data from own agency on the Management Information System (MIS) and to generate reports to be submitted to the State and the County as required.
- h. The Provider will participate in providing information for the MFIP annual report(s) and any required reports needed for DWP funds.
- i. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 9.
- j. The Provider agrees to comply with the Code of Federal Regulations, 45 CFR 74, 45 CFR 92.
- k. The Provider agrees to comply with the Code of Federal Regulations, 7 CFR 277, 7 CFR 273.7.
- l. The Provider agrees to comply with OMB Circulars Numbers A-87, A-102, A-122, and A-128 as those circulars relate to the utilization of funds, the operation of programs and the maintenance of records, books, and accounts.

- m. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.
- n. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- o. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

9. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

- a. The County: John Pugleasa  
Houston County Public Health and Human Services Director  
304 South Marshall Street  
Caledonia, MN 55921  
[john.pugleasa@co.houston.mn.us](mailto:john.pugleasa@co.houston.mn.us)
- b. The Provider: Jinny Rietmann  
Workforce Development, Inc.  
2070 College View Road East  
Rochester, MN 55904  
[jrietmann@WDImn.org](mailto:jrietmann@WDImn.org)

10. Reports of Death, Injury, Damage, or Abuse

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately

give notice in accordance with Section 10. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of the County employees, if any, involved in the incident; and (5) a detailed description of the incident.

- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

11. Safeguard of Client Information:

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.
- b. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Houston County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- c. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Wanda Jensen.
- d. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- e. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** the County, including, but not limited to: providing health care services; health care claims

processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of the County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

12. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. The Provider agrees to comply with the Civil Rights Act of 1964, Title VII, 42 U.S.C. 2000e, including Executive Order No. 11246, Title VI, 42 U.S.C. 2000d, 42 U.S.C. § 12101, et seq. ("ADA"), 28 C.F.R. § 35.101-35.190, Title IX of the Educational Amendments of 1982 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act of 1990, Section 1557 of the Patient Protection and Affordable Care Act of 2010, and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. The Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
- b. It is the County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

13. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

14. Contract Disputes:

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by a Human Services Program Manager and a Region 10 Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the County a written appeal. The decision of the County for the determination of such appeals, shall be through the Human Services Director and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.
- b. This disputes clause does not preclude consideration of questions of law.

15. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

16. Indemnification:

- a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or the County may hereafter sustain, incur, or be required to pay:
  - 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
  - 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
  - 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

- b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

17. Insurance and Bonding:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:

- A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
- Worker's compensation insurance per Minnesota Statute, section 176.181.
- Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
- Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.

- b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by the County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to the County. If the certificate is not received by the expiration date, the County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- d. A Region 10 Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 18 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

18. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits Houston County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Houston

County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, the Provider certifies that they are in compliance with these regulations.

- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
  - 2) Have not within a three (3) year period preceding this Agreement:
    - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
    - b) Violated any federal or state antitrust statutes; or
    - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
    - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
    - b) Violating any federal or state antitrust statutes; or
    - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  - 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
  - 5) Shall immediately give written notice as per Section 9 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).
- d. Directions for on-line access to excluded providers:
  - 1) To ensure compliance with this regulation, identification of excluded entities and



individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>

- 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Public Health and Human Services Director, at (507) 725-5811.

19. **Conditions of the Parties' Obligations:**

- a. Before the termination date specified in the first paragraph of this Agreement, the County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.
- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 23 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.
- d. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the County must be notified, in writing, prior to action taking place.
- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third-party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the agreement between the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

- g. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Adult Mental Health/CSP Grant Requirements.

20. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint ventures, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.
- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA

21. Subcontracting and Assignment:

The Provider shall neither enter into subcontracts for performance of this Agreement nor assign this Agreement without prior written approval of the County and then only subject to such conditions that the County may deem necessary.

22. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

23. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 10, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, the County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.
- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 24(a) or the County default, each of the following shall constitute default on the part of the Provider:
  - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
  - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
  - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
  - 5) Failing to perform any other material provision of this Agreement.
- e. Default by the County: Unless cured or excused by the Force Majeure provision in Section 24(a) or Provider default, each of the following shall constitute default on the part of the County:
  - 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
  - 2) Failing to perform any other material provision of this Agreement.
- f. Written Notice of Default: Unless a different procedure and/or effective date is

provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.

- g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

## 24. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to the County in accordance with Section 10.
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 24(g) of this Agreement.
- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 10.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
  - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
  - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;

- 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
  - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
  - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of the County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, the County:
- 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
  - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, the County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
- 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Human Services Director, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
  - 2) The County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
  - 3) The County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
  - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

25. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

26. **Damages:**

- a. **Duty to Mitigate:** Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.
- b. **Damages for Breach:** Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

27. **Merger:**

- a. **Entire Agreement:** It is understood and agreed that the entire agreement of the parties is contained in Sections 1-28, Attachment A and Exhibits A - H. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Houston County and the Provider have executed this Agreement as of the day and year first written above:

Provider, having signed this contract, and the Houston County Board of Commissioners having duly approved this contract on \_\_\_\_\_, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

WORKFORCE DEVELOPMENT, INC.

BY:  \_\_\_\_\_ DATED: 2/3/22 \_\_\_\_\_

Jinny Rietmann  
Executive Director

HOUSTON COUNTY

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Chairperson  
Houston County Board of Commissioners

BY:  \_\_\_\_\_ DATED: 1/19/2022 \_\_\_\_\_  
Director  
Houston County Public Health and Human Services

APPROVED AS TO FORM AND EXECUTION:

BY:  \_\_\_\_\_ DATED: 2-10-22 \_\_\_\_\_  
Houston County Attorney

**AGENCY NAME:** Workforce Development, Inc.  
**CONTRACT TYPE:** POS – MFIP/DWP  
**INVOICES:** Houston County Public Health and Human Services  
 304 South Marshall Street, Room #104  
 Caledonia, MN 55921

SERVICE DESCRIPTION	CODE	UNITS	RATE	TYPE	TOTAL
MFIP/DWP Employment Services	23700	1	1	1	\$134,375.00

Budget Details:

MFIP/DWP Core Services	\$ 90,000
Non-Custodial Parent Pilot and Retention Services	\$ 20,000
Job Seeker Support and Training	\$ 10,000
Retention/NCP Support	\$ 5,000
Administration	\$ 9,375
<b>Total Budget</b>	<b>\$134,375</b>

<sup>1</sup> Funds disbursed on a cost-reimbursement basis. Costs must be differentiated between MFIP and DWP.



# Houston County Agenda Request Form

**Date Submitted:** February 15, 2022      **Board Date:** February 22, 2022

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

**Issue:**

Request approval to purchase a new John Deere 325G compact track loader for a price of \$60,709.37 from Midwest Machinery Co. (formerly SEMA). The trade unit will be a 2020 New Holland C332 track loader for a value of \$55,709.37 leaving a balance due of \$5,000.

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

State bid information from Midwest Machinery Co.

**Justification:**

This purchase allows the County to purchase a new track loader which would be under full warranty. The unit could then be traded the following year for approximately \$2,000.

**Action Requested:**

Approve purchase of the JD 325G compact track loader.

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

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



# MIDWEST MACHINERY CO

Tuesday Feb. 8, 2022

Houston Co Hwy Dept.  
1124 E Washington St  
Caledonia, MN 55921

Dear Chris,

I wanted to send a note to describe the annual roll proposal. This deal would apply to the purchase of a 325G. We would trade that unit out, no more than 12 months from the purchase date for \$10.00/hr with a 200hr minimum. (\$2,000/yr minimum). We would commit to this pricing for 3 years past the original purchase.

Sincerely,

**Dan Kruse**  
Location Manager  
Midwest Machinery Co. Caledonia  
507-923-1462  
dkruse@mmcjd.com



## JOHN DEERE

[mmcjd.com](http://mmcjd.com)

AITKIN • 218-927-2140	ALEXANDRIA • 320-763-4220	BAXTER • 218-822-5256	BENSON • 320-843-2610	CALEDONIA • 507-725-7000	CANNON FALLS • 507-265-4233	COLUMBUS • 651-484-5775	ELBOW LAKE • 218-685-4430	GLENCOE • 200-864-6571	GLENWOOD • 320-624-6151
RAND MEADOW • 507-794-1100	HASTINGS • 651-437-7747	HOWARD LAKE • 320-543-2170	LITTLE FALLS • 320-637-9409	MADISON • 320-598-7575	MORRIS • 310-589-2011	NEW RICHMOND • 715-780-7940	NORTHFIELD • 507-645-4826	OSCEOLA • 715-220-4255	PAYNESVILLE • 320-263-7274
PLAINVIEW • 507-534-3116	PRINCETON • 763-369-3453	ROSEMOUNT • 651-423-2274	ST. CHARLES • 507-932-4030	SAUK CENTRE • 320-352-6511	SAUK RAPIDS • 320-252-2010	STEWART • 320-562-2630	TURTLE LAKE • 715-318-0725	WADENA • 218-531-2311	WANAMINGO • 507-674-2256



Quote Id: 25916522

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Prepared For:  
**HOUSTON COUNTY HIGHWAY DEPARTMENT**

Prepared By: **Richard Carr**

Midwest Machinery Co.  
201 North Highway 44/76  
Caledonia, MN 55921

Tel: 507-725-7000  
Fax: 507-725-7003  
Email: [rcarr@mmcjd.com](mailto:rcarr@mmcjd.com)

Date: 14 January 2022

Offer Expires: 14 February 2022

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*Confidential*



**Quote Summary**

**Prepared For:**  
HOUSTON COUNTY HIGHWAY DEPARTMENT  
1124 E WASHINGTON ST  
CALEDONIA, MN 55921  
Business: 507-725-3925

**Prepared By:**  
Richard Carr  
Midwest Machinery Co.  
201 North Highway 44/76  
Caledonia, MN 55921  
Phone: 507-725-7000  
rcarr@mmcj.com

**Quote Id:** 25916522  
**Created On:** 14 January 2022  
**Last Modified On:** 19 January 2022  
**Expiration Date:** 14 February 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 325G COMPACT TRACK LOADER	\$ 60,709.37 X	1 =	\$ 60,709.37
<b>Equipment Total</b>			<b>\$ 60,709.37</b>

Trade In Summary	Qty	Each	Extended
2020 NEW HOLLAND C332 - JAF0C332VMM401829	1	\$ 55,709.37	\$ 55,709.37
PayOff			\$ 0.00
Total Trade Allowance			\$ 55,709.37
<b>Trade In Total</b>			<b>\$ 55,709.37</b>

Quote Summary	
Equipment Total	\$ 60,709.37
Trade In	\$ (55,709.37)
SubTotal	\$ 5,000.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 5,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 5,000.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**

# Selling Equipment



Quote Id: 25916522

Customer: HOUSTON COUNTY HIGHWAY DEPARTMENT

## JOHN DEERE 325G COMPACT TRACK LOADER

Hours:

Stock Number:

				Selling Price
				\$ 60,709.37
Code	Description	Qty	Unit	Extended
00D2T	325G COMPACT TRACK LOADER	1	\$ 70,713.00	\$ 70,713.00
<b>Standard Options - Per Unit</b>				
0770	Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan, Chrome, Heat Seat, Radio	1	\$ 10,593.00	\$ 10,593.00
0953	ISO-H Switchable Controls and EH Joystick Performance Package	1	\$ 1,058.00	\$ 1,058.00
1301	Engine - Turbocharged - FT4	1	\$ 2,718.00	\$ 2,718.00
1501	English Operator's Manual and Decals	1	\$ 0.00	\$ 0.00
1741	Less JDLINK	1	\$ 0.00	\$ 0.00
2645	Zig-Zag Bar Tread Pattern - 15.8 in. (400mm) Tracks	1	\$ 1,667.00	\$ 1,667.00
4001	2-Inch Seat Belt with Shoulder Harness	1	\$ 217.00	\$ 217.00
6006	Air Suspension Seat (Cloth with Heat)	1	\$ 639.00	\$ 639.00
8310	Counterweight, (Triple Set)	1	\$ 1,148.00	\$ 1,148.00
8380	Footrest with Floormat	1	\$ 147.00	\$ 147.00
9052	78 in. HD Construction Bucket (19.4 cu. ft.) with Edge	1	\$ 2,069.00	\$ 2,069.00
<b>Standard Options Total</b>				<b>\$ 20,256.00</b>
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Other Charges</b>				
	Freight	1	\$ 423.00	\$ 423.00
<b>Other Charges Total</b>				<b>\$ 423.00</b>
<b>Suggested Price</b>				<b>\$ 91,392.00</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -30,682.63</b>	<b>\$ -30,682.63</b>
<b>Total Selling Price</b>				<b>\$ 60,709.37</b>



**JOHN DEERE**

# Trade In



Quote Id: 25916522

Customer: HOUSTON COUNTY HIGHWAY DEPARTMENT

<b>2020 NEW HOLLAND C332</b>	
<b>SN# JAF0C332VMM401829</b>	
<b>Machine Details</b>	
<b>Description</b>	<b>Net Trade Value</b>
<b>2020 NEW HOLLAND C332</b>	<b>\$ 55,709.37</b>
<b>SN# JAF0C332VMM401829</b>	
<b>Your Trade In Description</b>	
<b>Additional Options</b>	
<b>Hour Meter Reading</b>	<b>127</b>
<b>Total</b>	<b>\$ 55,709.37</b>

# Houston County Agenda Request Form

Date Submitted: February 15, 2022 Board Date: February 22, 2022

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Request approval to trade our current John Deere 333G compact track loader for a new John Deere Compact track loader for a price of price of \$5,000.00 from Midwest Machinery Co. (formerly SEMA).

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

**Justification:**

This purchase allows the County to purchase a new track loader which would be under full warranty. The County will also save having to replace the tracks this fall for a cost of \$4,000.

**Action Requested:**

Approve purchase of the JD 333G compact track loader.

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

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

Tuesday, February 08, 2022



Houston Co Hwy Dept.  
1124 E Washington St  
Caledonia, MN 55921

Dear Pat,

I wanted to send a note to describe the annual roll proposal. This deal would apply to the purchase of a 331G or a 333G. We would trade that unit out, no more than 12 months from the purchase date for \$12.50/hr with a 400hr minimum. (\$5,000/yr minimum). We would commit to this pricing for 3 years past the original purchase.

Sincerely,

**Dan Kruse**  
**Location Manager**  
SEMA Equipment, Caledonia  
507-923-1462  
dkruse@semaequip.com

**GRAND MEADOW**  
505 4th Ave NE  
PO Box 128  
Grand Meadow, MN 55936  
507-754-1100

**PLAINVIEW**  
55083 Co Rd 4  
Plainview, MN 55964  
507-534-3116

**ST. CHARLES**  
11906 Hwy 14  
St. Charles, MN 55972  
507-932-4030

**WANAMINGO**  
11555 Hwy 60 Blvd  
Wanamingo, MN 55983  
507-824-2256

**NORTHFIELD**  
32980 Northfield Blvd  
Northfield, MN 55057  
507-645-4886

**CALEDONIA**  
201 N Hwy 44/76  
Caledonia, MN 55921  
507-725-7000



JOHN DEERE

www.semaequip.com



# Houston County Agenda Request Form

**Date Submitted:** February 15, 2022 **Board Date:** February 22, 2022

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

**Issue:**

Request approval to purchase a box, plows and lights for the 2023 snow plow truck from Towmaster. This truck is on the state bid for a cost of \$163,323.00

This purchase is included in our 2022 budget.

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

State bid information from Towmaster.

**Justification:**

This purchase allows the County to keep up the proper life cycle of our equipment and to maximize sale and trade-in values.

**Action Requested:**

Approve purchase of snow plow truck box, plows, and lights.

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

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



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
 TOWMASTERTRUCK.COM

Reference No.  
 QT 71182

**\*\* QUOTATION \*\***

<b>Ship To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921 USA	<b>Cust:</b> 3091 <b>Phone:</b>	<b>Bill To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921 USA	<b>Phone:</b>
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ATTN: CHRIS HARTLEY 608-792-5846

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/21/22	1/21/22	

Serial No

**Order Comments:** \*\*STATE OF MN CONTRACT #193042 AMENDED\*\*

**Build Instructions** F.O.B. LITCHFIELD, MN -OR- CUSTOMER LOCATION W/FUEL CHARGES ONLY

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9906250	Body APB 15'-46-56 FD All Purpose body manufactured from 7 ga Stainless Steel 1/4" floor, Double acting plain tailgate, (no chutes) 34" wide conveyor, dual direct drive motors Direct drive cross auger, telescopic hoist, NO CAB SHIELD, front sliding feedgate, standard spinner assembly NO LIGHTS, NO OVALS in RCP, 409 stainless steel corner post, air trip tailgate release, Board pockets, 1 body prop, NO CONVEYOR COVER, High Temp belt over chain, slat on every link.	\$54,936.00	\$54,936.00
1 SPECIAL NOTE - Special Note: CONVEYOR COVER & CABLE PULL-OFF VALVE DELETED FROM CONFIGURATION AS PER CUSTOMER REQUEST				
1 CUSTOM - Custom Equipment Pkg consisting of: CENTER (TALL) BOARD SUPPORTS, INTERIOR STEPS ADDED TO BODY, AND D-RING ADDED TO INSIDE TOP OF TAILGATE			\$581.00	\$581.00
1	9903156	Body Option Swenson APB Right Prop NOTE: ADDITIONAL PROP FOR TOTAL OF (2)	\$229.00	\$229.00
1	9903157	Body Option Swenson APB Double Acting Cylinder in Lieu of Std Single Acting **NOTE: NO CABLE PULL-OFF VALVE WANTED - - SEE NOTE AT END OF ORDER	\$1,479.00	\$1,479.00
1	9903159	Body Option Swenson APB Air Operated Tailgate Control with Air Switch	\$380.00	\$380.00
1	9901701	Installation of Dump Body to hoist	\$1,548.00	\$1,548.00

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



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ATTN: PAT BURNS 507-450-5498

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/21/22	1/21/22	

Send No.	Description	Price	Appx Comp
1	9901702 - Installation of air operated tailgate latch kit, with solenoid valve in hydraulic valve enclosure.	\$305.00	\$305.00
1	9900147 - Body acc Box Vibrator - Cougar model DC3200	\$782.00	\$782.00
1	9901703 - Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.	\$355.00	\$355.00
1	9900148 - Body acc'y License plate light at rear (for weld on cabshields) installed	\$278.00	\$278.00
1	9900149 - Body acc'y MUDFLAPS, FRONT (of driver wheels) w/ brkts installed	\$398.00	\$398.00
1	9900150 - Body acc'y Grab Handle, un-plated, weld-on installed (ea) SPECIFY LOCATION HERE:	\$43.00	\$43.00
1	9901225 - Cabshield, 1/2 type weld-on style, Stainless Steel, attached to body	\$1,980.00	\$1,980.00
1	9900207 - Ladder Flip-A-Way Access ladder (STAINLESS STEEL) Including Grab Handle above, and Interior Step, ea, Installed SPECIFY LOCATION HERE: LH FRONT AREA	\$548.00	\$548.00
1	9900209 - Body acc'y Shovel Holder, Vertical fork/ring style (ea)	\$89.00	\$89.00
1	9900211 - Body acc'y Dual "split" sander manifolds	\$484.00	\$484.00
1	9900215 - Light Dbl Face Turn Lights w/steel protectors (cabshield sides)	\$407.00	\$407.00
1	9904246 - Light Warning TMTE1SS-3 PKG: (2) STAINLESS STEEL 23H 3-light LED Micro-Edge, (2) 5M-400 Super-LED, (2) Side TIR3 LED, (2)	\$4,567.00	\$4,567.00

\*--- Continued ---\*

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

Price:

Total Discounts:

Net Cost:

Freight

Total:



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ATTN: PAT BURNS 507-450-5498

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/21/22	1/21/22	

Serial No. \_\_\_\_\_  
 ) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M  
 Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights  
 Installed

1 9905778 - Light Mirror Mounted ABL 3800 LED HEAD LAMP PLOW LIGHTS W/ICE MELTING TECHNOLOGY Installed	\$1,322.00	\$1,322.00
1 9900259 - Light acc'y LED work light with disconnect Installed **NOTE: BOX CARGO LIGHT - - MOUNTED ON CABSHIELD TO SHINE INSIDE OF DUMP BODY. SEE PREVIOUS EXAMPLES	\$452.00	\$452.00
1 1965280 - Minimizer FKMACK2B Floor Mat Set for TDM and SGL	\$212.00	\$212.00
1 9905144 - Tarp Shur-Co Arm-Matic electric tarp SGL & TDM w/ tarp, STD motor, Front Roller, Rear Air Lock Kit, Installed	\$3,755.00	\$3,755.00
1 9900279 - Body Acc'y Side Boards (SGL or TDM) 2" OAK (rough sawn) 2-pc, Installed.	\$496.00	\$496.00
1 9901711 - Installation of Telescopic DOUBLE acting hoist	\$989.00	\$989.00
1 9902920 - Scraper FALLS IB-11A 1" MB, w/single lift cylinder, LESS CUTTING EDGES	\$7,144.00	\$7,144.00
1 9902822 - VBL Vallite Curved Double Bevel 3/4" x 6" x 5' w/5/8" dia holes, cutting edge	\$102.00	\$102.00
1 9902830 - VBL Vallite Curved Double Bevel 3/4" x 6" x 6' w/5/8" dia holes, cutting edge	\$123.00	\$123.00
1 9901705 - Installation of underbody fixed angle scraper w/single lift cylinder	\$2,604.00	\$2,604.00

\*--- Continued ---\*

Accepted by _____  Date _____	Price:
	Total Discounts:
	Net Cost:
	Freight
	Total:



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ATTN: PAT BURNS 507-450-5498

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/21/22	1/21/22	

Serial No.	Description	Price	Appx Comp
1 9904232	Scraper FORCE Up Charge Electric pressure transmitter to read on LCD screen installed	\$506.00	\$506.00
1 9900351	Scraper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve, installed	\$484.00	\$484.00
1 9902941	Wing Falls RSDL9A-HYDPB Primed LESS CUTTING EDGES	\$11,506.00	\$11,506.00
1 9902855	VBL 3/4" x 6" - 9' Carbon Steel Snow Blade	\$186.00	\$186.00
1 9900388	Installation Falls SDL Series Wing - w/Bulkhead Couplers	\$4,373.00	\$4,373.00
1 9900477	Wing Falls Hwy Orange - Paint Moldboard	\$360.00	\$360.00
1 9900557	Plow Hitch Falls 44XB2/STD/STD/DA-HITCH	\$3,348.00	\$3,348.00
1 9900590	Installation Falls Plow Hitch - 40 Series 4Line/STDBLKHD	\$2,194.00	\$2,194.00
1 9903091	Plow Falls RH312R/SPR-TRP/NOSHU/PRI-E1/7GA LESS CUTTING EDGES	\$8,123.00	\$8,123.00
1 9900625	Plow Push Unit Falls 24/44 Series Std	\$1,021.00	\$1,021.00
1	SPECIAL REQUEST - Special Request Charges for: REINFORCEMENT OF FALLS PLOW MOLDBOARD AS PER PREVIOUS EXAMPLES	\$670.00	\$670.00
1 9900639	Plow Falls Rubber Belt Deflector Kit - Installed	\$391.00	\$391.00
1 9900679	Plow Falls Hwy Orange Paint, Rev Plow, w/installation	\$475.00	\$475.00
1 9900730	Plow Falls SCR-ADJ/SHOE/REV-PLW/STD	\$729.00	\$729.00

\*--- Continued ---\*

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
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Reference No.  
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ATTN: PAT BURNS 507-450-5498

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/21/22	1/21/22	
Serial No.					

1 9902858 - VBL 3/4" x 6" - 12' Carbon Steel Snow Blade	\$248.00	\$248.00
1 9900758 - Hitch TMTT Heavy Duty plate ass'y w/light holes in plate,	\$376.00	\$376.00
1 9901716 - Hitch Installation of Pup Hitch (weld in style)	\$809.00	\$809.00
**NOTE: HITCH PLATE FACE TO BE LOCATED: SEE PREVIOUS EXAMPLE FOR PLACEMENT		
1 9900764 - Hitch PREMIER 2300 Air Cushion Pintle, installed	\$1,013.00	\$1,013.00
**NOTE: HEIGHT TO BE 24" GROUND TO SADDLE		
1 9902493 - Hitch 7 contact Standard Round Pin Std socket installed	\$139.00	\$139.00
1 9900769 - Hitch TMTT Pup hyd line w/std Coupler & pup trip switch pkg, installed	\$594.00	\$594.00
1 9901733 - Sander Install & configure sander components as rigid frame mount on chassis	\$3,510.00	\$3,510.00
**NOTE: SEE PREVIOUS EXAMPLE FOR SANDER SPINNER LINES TEE-OFF AND ROUTED TO REARHITCH PLATE.		
1 9900852 - Valve System, Force Add-A-Fold MCV-ISO Valve 10 Functions , INSTALLED	\$14,341.00	\$14,341.00
NOTE: BOX HOIST, PLOW LIFT, PLOW ANGLE, WING TOE, WING HEEL, WING PUSHBAR, SCRAPER LIFT, CONVEYOR, CROSS AUGER, & SPINNER. SEE ALSO ADDITIONAL LINE ITEMS BELOW		
1 9900998 - Valve Force PUP HOIST Section ADD-A-FOLD, Includes extra section & harness provision	\$1,095.00	\$1,095.00
1 9902500 - Control System Force ULTRA-5-5100EX-3F Commander control, Installed	\$11,817.00	\$11,817.00

\*--- Continued ---\*

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
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ATTN: PAT BURNS 507-450-5498

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/21/22	1/21/22	

Serial No.	Description	Price	Comp
1 9904959	- Slim-Line (space saver) 30 gal reservoir w/intank filter included, INSTALLED (STAINLESS STEEL)	\$3,157.00	\$3,157.00
1 9900888	- Pump Force PASD45L LS (6 ci) installed	\$4,816.00	\$4,816.00
1 9900871	- Switch TME BODY UP Installed (electric controls only)	\$211.00	\$211.00
1 9900884	- Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed	\$243.00	\$243.00
1	WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 3 yr Palfinger Hoists; 4 yr SwapLoader Hoists; 2 yr Hyd, Snow Equip, Tele Hoists, and all other items.		



Accepted by \_\_\_\_\_

Date \_\_\_\_\_



Price:	\$163,323.00
Total Discounts:	
Net Cost:	\$163,323.00
Freight	
<b>Total:</b>	<b>\$163,323.00</b>

# Houston County Agenda Request Form

Date Submitted: February 15, 2022 Board Date: February 22, 2022

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Request approval to purchase a 2023 Mack Granite 64FR (T) TA Snow plow truck from Nuss Truck and Equipment. This truck is on the state bid for a cost of \$133,605 plus motor vehicle sales tax of \$8,684.32 for a grand total of \$142,289.32.

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

State bid information from Nuss Truck and Equipment.

**Justification:**

This purchase allows the County to keep up the proper life cycle of our equipment and to maximize sale and trade-in values.

**Action Requested:**

Approve purchase the snow plow truck.

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

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



**NUSS TRUCK & EQUIPMENT**

**Quotation**

2195 WEST COUNTY ROAD C2  
 ROSEVILLE, MN 55113  
 Phone: 651-633-4810 Fax: 651-635-0928

DATE 2/3/2022  
 Quotation # 2021026  
 Customer ID Houston County  
 State Contract # T647

Name  
 Houston County Highway  
 1124 E Washington Street  
 Caledonia MN 55921  
 Phone 507-725-3925 email:shane.mccabe@co.houston.mn.us

Prepared by: Brian Selvy

Purchase Order#

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2023 Mack Granite 64FR (T) TA	\$ 133,605.00	\$ 133,605.00
			\$ -
			\$ -
			\$ -
			\$ -
	Price Quoted is with not sales tax or license fees		\$ -
			\$ -
			\$ -
			\$ -
			\$ -
	Sales Tax	6.5%	
	Reg Fees	\$100	
			\$ -
Accepted by: _____ DATE _____		SUBTOTAL	\$ 133,605.00
Body Builder _____ Build Date _____			
		TOTAL	\$ 133,605.00

THANK YOU FOR YOUR OPPORTUNITY!

**TANDEM AXLE CAB/CHASSIS**

Exhibit D: Price Schedule  
VENDOR NAME

NUSS TRUCK & EQUIPMENT

**MAKE AND MODEL**

2023 MACK GRANITE 64FR (T) TA

This section for use when ordering

WB	224"	Grand Total \$	133,605.00
CA	137"		
AF	62"		
Rear Ratio	4.3		
Cab Color	ORANGE		
Wheel Color	WHITE		
Notes	Houston County 2-3-22		

Code	Spec #	Description	Qty	2022 Price	Subtotal
002E02	1.0	Price for Base Unit:	1	\$ 92,625.00	\$ 92,625.00
	2.0	<b>FRAME OPTIONS</b>			\$ -
AOXF3X	2.1	Front frame extension	1	\$ 886.00	\$ 886.00
4YAAX	2.4	Frame fastener option (bolt or huck spun)	1	STD	
	2.5	Frame, R.B.M., S.M., PSI, CT			\$ -
MC	2.18	2.820,000 23.5 120,000 134 - 152 CA	1	\$ 692.00	\$ 692.00
	2.26	DOUBLE FRAME - PARTIAL IC REINFORCEMENT			\$ -
	2.47	DOUBLE FRAME - FULL IC REINFORCEMENT			\$ -
	2.73	TRIPLE FRAME - FULL IC REINFORCEMENT			\$ -
4DXM9X	2.86	Extended swept back painted steel		STD	
	3.0	<b>FRONT AXLE/SUSPENSION/BRAKE/OPTION</b>			\$ -
240AA6	3.1	Set forward front axle option	1	STD	
240AA3	3.5	18,000 front axle and matching suspension - Mack FXL18	1	\$ 1,361.00	\$ 1,361.00
	3.8	Heavy duty front axle shocks	1	STD	
245AB0	3.13	Front brake dust shields	1	\$ 18.00	\$ 18.00
2410L1	3.23	HD taperleaf (3 leaf spring) I/O of taperleaf (2 leaf spring)	1	\$ 65.00	\$ 65.00
U0AA1X	3.26	Meritor front slack with stainless steel pins	1	\$ 58.00	\$ 58.00
	4.0	<b>4.0 TANDEM REAR AXLE/SUSPENSION/BRAKE/OPTIONS</b>			\$ -
MC	4.11	Meritor RT-46-160P, both axles driver differential lock and pump, HMX460 46,000 # walking beam suspension	1	\$ 4,572.00	\$ 4,572.00
76AB1X	4.12	½ round universal joints	1	STD	
UEX	4.14	Rear Dust Shields	1	\$ 34.00	\$ 34.00
195AB0	4.16	Meritor 18 MXL extended lube	1	\$ 31.00	\$ 31.00
U1AB8X	4.66	Meritor automatic rear slack adjustor with stainless steel pins	1	\$ 231.00	\$ 231.00
	5.0	<b>Fifth Wheel options</b>			\$ -
	6.0	<b>TIRES/RIMS OPTIONS:</b>			\$ -
MC	6.1	Nylon wafers or wheel guards on all wheels (10 ea.)	1	\$ 44.00	\$ 44.00
MC	6.3	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rms (8 ea.) in rear only	1	\$ 16.00	\$ 16.00
900AX0	6.8	10,500 lb. 22.5 x 12.25 front steel rims, 385/85R 22.5 J front tires	1	\$ 609.00	\$ 609.00
	7.0	<b>BRAKE SYSTEM OPTIONS:</b>			\$ -
VHXBVX	7.1	Wabco System Saver 1200 E heated air dryer	1	STD	
UWXE3X	7.4	Auto drain valves on air tanks	1	\$ 31.00	\$ 31.00
U2XA1X	7.14	Aluminum air reservoirs	1	\$ 192.00	\$ 192.00
698AA5	7.19	Bendix ABS system with traction control	1	\$ 270.00	\$ 270.00
	8.0	<b>ENGINE/EXHAUST AND FUEL TANKS OPTIONS:</b>			\$ -
100150	8.13	Mack MP8-455M 455HP@1500-1900 RPM (Peak) 21000 RPM Gov 1760 LB-FT Torque	1	\$ 2,635.00	\$ 2,635.00
MC	8.15	Clear Back of Cab - DPF & SCR Frame Mounted, RH Side under Cab	1	\$ 114.00	\$ 114.00
130AD7	8.19	No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura Diffuser, Turned End	1	\$ 318.00	\$ 318.00
130AB6	8.22	Single (R/S) Vertical Straight Exhaust Stack Turned Out	1	STD	
288AF5	8.67	88 Gallon LH Aluminum D-Shape with Integral DEF Tank	1	\$ 240.00	\$ 240.00
223AA3	8.96	Bright Finish Fuel Tank Straps - Single Tank	1	\$ 32.00	\$ 32.00
HZXBEX	8.98	Engine oil drain kit, Flocs, SAE 100R2 hose	1	\$ 136.00	\$ 136.00
	9.0	<b>ENGINE RELATED OPTIONS:</b>			\$ -

1VAADX	9.7	Donaldson Single Stage Air cleaner per spec 12.1	1	\$	278.00	\$	278.00
293AA2	9.11	Non-heated fuel/water separator, Mack w/manual drain valve (integral w/primary fuel filter)	1		STD		
HWXD1X	9.12	Coolant spin on filter/conditioner	1	\$	47.00	\$	47.00
163AA2	9.13	Front engine powered take off adapter and radiator cut out	1	\$	103.00	\$	103.00
118AA5	9.16	Viscous fan drive - Behr Electronically modulated	1		STD		
124AB3	9.17	Radiator hose package (Silicone) per Spec 12.2	1	\$	240.00	\$	240.00
130AB6	9.18	Curved exhaust pipe end	1		STD		
5NXA1X	9.20	Engine block heater	1	\$	65.00	\$	65.00
121AA5	9.24	Radiator bug screen	1		STD		
MC	9.25	Engine brake system	1	\$	604.00	\$	604.00
119AA6	9.27	Extended life anti-freeze	1	\$	20.00	\$	20.00
NCX15X	9.29	Starter motor options - Delco 39MT-MXT	1		STD		
132AA8	9.39	Leece-Neville Alternator, 160 AMP Brushless	1	\$	106.00	\$	106.00
QHX1X	9.49	Corrosion resistant oil pan - Recommended for snow plow trucks	1	\$	126.00	\$	126.00
NDXA1X	9.54	Electric preheater	1	\$	53.00	\$	53.00
		<b>TRANSMISSION OPTIONS:</b>				\$	-
7RXAEX	10.5	Synthetic (TranSynd) lubrication for Automatic Transmission	1	\$	301.00	\$	301.00
136AS6	10.15	Allison 4500-RDS 6 speed push button, PTO	1	\$	13,776.00	\$	13,776.00
139049	10.50	Transmission oil cooler	1		STD		
MC	10.54	Allison shift to neutral when park brake engaged	1		STD		
139019	10.56	Stainless steel transmission coolant pipes	1	\$	175.00	\$	175.00
	11.0	<b>ELECTRICAL OPTIONS:</b>				\$	-
318AA3	11.5	Battery disconnect off negative side in cab control	1	\$	97.00	\$	97.00
LSXH1X	11.8	OEM daytime running lights	1		STD		
316AA7	11.9	3000 CCA batteries in lieu of 1950CCA	1	\$	66.00	\$	66.00
NJXA3X	11.15	Switch for snowplow lights mounted on instrumental panel. Includes wiring terminated near headlights, for customer mounted auxiliary snowplow lights.	1	\$	80.00	\$	80.00
136SPD	11.18	Vehicle speed sensor with speed signal at fuse panel for sander ground speed control system.	1	\$	20.00	\$	20.00
B83093	11.29	Body Link w/o cab floor pass thru hole/rubber boot	1		STD		
EAXAUX	11.34	Eight switches - front strobe, rear strobes, wing light, wing strobe, sander light, tail gate lock, and vibrator	1	\$	237.00	\$	237.00
5RXA6X	11.36	Ecco back-up alarm 575 constant sound level	1	\$	74.00	\$	74.00
NEXD2X	11.44	LED type tail lights	1	\$	199.00	\$	199.00
	12.0	<b>CAB EXTERIOR OPTIONS:</b>				\$	-
15H07H	12.4	Fender mirrors per Spec 12.4	1	\$	133.00	\$	133.00
944AGO	12.10	Dupont Highway orange paint or equal	1	\$	31.00	\$	31.00
996AA3	12.13	Imron and clear coat paint option	1		STD		
	12.15	Cab Air Ride Suspension	1		STD		
MC	12.16	Tilting hood per Spec 12.8	1		STD		
2KXA1X	12.21	Front fender extensions	1	\$	105.00	\$	105.00
2HXA1X	12.22	Front fender mud flaps	1		STD		
148AA5	12.23	Arctic winter wiper blades	1	\$	19.00	\$	19.00
JQXABX	12.24	Optional windshield washer tank	1	\$	26.00	\$	26.00
243043	12.28	Front tow hooks	1		STD		
152AA7	12.37	Remote control for dual mirrors & heated - Aerodynamic	1	\$	444.00	\$	444.00
145AA5	12.42	Heated windshield	1	\$	425.00	\$	425.00
400AA5	12.47	Bright finish grille	1	\$	32.00	\$	32.00
312AB5	12.49	Led type marker & clearance lights	1	\$	75.00	\$	75.00
153AA3	12.51	Heated convex mirrors	1	\$	34.00	\$	34.00
	13.0	<b>CAB INTERIOR OPTIONS:</b>				\$	-
004AB1	13.10	Slate Gray Color with brushed metallic instrument panel	1	\$	1,087.00	\$	1,087.00
N6XR2X	13.11	Round universal gauge package	1		STD		
17400N	13.14	O.E.M factory installed, AM/FM Premium stereo, CD-Player, Weatherboard, Handfree interface, Bluetooth	1		STD		
173AA4	13.18	O.E.M factory installed, air conditioning	1		STD		
PVX21X	13.20	Dash mounted air cleaner air restriction gauge - (Display in Co-Pilot only)	1		STD		
N6XR2X	13.21	Transmission temp gauges	1		STD		
	13.24	Transmission oil sensor (check & fill)	1		STD		
XRXB1X	13.26	Tilt & telescope steering wheel	1		STD		
NPXB1X	13.28	Self canceling turn signals	1		STD		

1960V6	13.34	Air-Sears Atlas 80 hi-back driver seat 4 chamber air lumbar	1	\$	374.00	\$	374.00
1970E7	13.40	Mack fixed hi-back rider seat	1	\$	44.00	\$	44.00
5870D7	13.58	Diagonal grab handle on inside of driver door	1	\$	35.00	\$	35.00
C0J0022	13.59	Co-pilot driver display (enhanced 4.5" diagonal graphic LCD display w/4-button stalk control - includes guard dog routine maintenance monitoring	1		STD		
PFXD1X	13.62	Roadwatch ambient air temp gauge for outside and road temps with display on dash panel	1	\$	1,081.00	\$	1,081.00
MC	13.63	5lb fire extinguisher between LH seat base and door with valve aimed rearward	1	\$	66.00	\$	66.00
MC	13.64	Reflector kit parallel to inside of rider base seat	1	\$	27.00	\$	27.00
73AC1X	13.70	48" Radio antenna right side mirror mounted	1	\$	4.00	\$	4.00
5BXB5X	13.71	48"CB Antenna left side mirror mounted	1	\$	38.00	\$	38.00
N6XR4X	13.76	Exhaust pyrometer, transmission oil temperature, manifold pressure and air application gauges	1	\$	75.00	\$	75.00
	14.0	MN/DOT OPTIONS:				\$	-
	15.0	TRAILER TOW OPTIONS:				\$	-
WHXQ2X	15.1	Trailer tow package extended to rear of frame	1	\$	317.00	\$	317.00
321031	15.3	Single 7 pin SAE type, end of frame	1	\$	117.00	\$	117.00
WGXA1X	15.5	Hand control valve for trailer brakes	1	\$	47.00	\$	47.00
	16.0	MANUALS / TRADE-IN INTEREST FEE:				\$	-
	17.0	Delivery Charges:				\$	-
	18.0	Maintenance/ Body Shop Labor rates				\$	-
	19.0	Quantity Discounts:				\$	-
	20	Next Model Year Upcharges				\$	-
		Enter the following Production Model Year here >>>>>>>>			2023		
		Material Surcharge 2022	1	\$	3,200.00	\$	3,200.00
	20.1	Percentage Upcharge for the following Model Year 2022 2023	1		3.00%	\$	3,892.00
						\$	-
						\$	-
						\$	-
		<b>Total Cost:</b>				\$	<b>133,605.00</b>

# Houston County Agenda Request Form

Date Submitted: February 15, 2022 Board Date: February 22, 2022

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Request approval to purchase a 2022 Towmaster trailer T-40 from RDO Equipment Co. This trailer is on the state bid for a cost of \$40,920.00 plus motor vehicles sales tax of \$2,659.80 for a grand total of \$43,579.80.

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

State bid information from RDO Equipment Co..

**Justification:**

This purchase allows the County to keep up the proper life cycle of our equipment and to maximize sale and trade-in values.

**Action Requested:**

Approve purchase of the Towmaster trailer.

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

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



**JOHN DEERE**

# Investment Proposal (Quote)

RDO Equipment Co.  
1236 60th Avenue NW Office A  
Rochester MN, 55901  
Phone: (507) 282-8888 - Fax: (507) 282-9079

Proposal for:  
HOUSTON COUNTY HWY DEPT  
1124 E WASHINGTON ST  
CALEDONIA, MN, 559211623  
HOUSTON

Investment Proposal Date: 2/3/2022  
Pricing Valid Until: 2/17/2022  
Deal Number: 1525575  
Customer Account#: 3925008  
Compact CE Sales Professional: Nate Jensen  
Phone: (507) 282-8888  
Fax:  
Email: njensen@rdoequipment.com

### Comments

Licensing fees and trailer tax's have been accrued for in the deal.

### Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2022 TOWMASTER TRAILERS T-40  Other Licensing and sales tax accrual	\$40,920.00
<b>Equipment Subtotal:</b>				<b>\$40,920.00</b>

### Purchase Order Totals

<b>Balance:</b>	\$40,920.00
<b>Total Taxable Amount:</b>	\$0.00
<b>MN STATE TAX:</b>	\$0.00
<b>MN SPECIAL TAX:</b>	\$0.00
<b>Sales Tax Total:</b>	\$0.00
<b>Sub Total:</b>	\$40,920.00
<b>Cash with Order:</b>	\$0.00
<b>Balance Due:</b>	<b>\$40,920.00</b>

**Equipment Options**

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2022 TOWMASTER TRAILERS T-40	T-40- BASE MODEL DOT DOT INSPECTION DECK LENGTH IN FEET 24 feet DECK 2" NOMINAL OAK WIDTH 102" OVERALL BEAVERTAIL 5' WOOD BEAVERTAIL 36DECKH 36" DECK HEIGHT (APPROX) 2 AXLE 22.5K OIL BATH SPRING RIDE 49" SPREAD BRAKES AIR AIR 2S/1M TIRES TIRES: 235/75RX17.5(H) WHEELS 8 BOLT, OUTBOARD, HUB PILOTED, STEEL 25K JACK 25,000 LB. 2 SPEED JACK LIGHTS LED 7POLE 7 POLE ROUND HITCH/NECK 3" PIN HITCH/NECK 3" PINTLE RING 2 RAMPS 6'X36" AIR OPERATED WOOD TOP RAMPS RAMP COLOR MATCH TRAILER TRAILER COLOR EQUIPMENT BLACK TIEDOWNS D-RINGS, 6 per side of main deck total qty 12 STEPS TRAILER STEPS 1 PER SIDE IN FRONT OF AXLE - QTY 2

# Houston County Agenda Request Form

Date Submitted: February 16, 2022 Board Date: February 22, 2022

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Attached are three (3) change order requests.

Change Order Request #35 for additional fencing, gates and keypad.

Change Order Request #36 electrical changes per inspection report.

Change Order Request #38R add a roof drain to the canopy on northwest side of entrance.

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

Change Order Requests #35 - #38R for the Highway Facility project are attached.

**Justification:**

**Action Requested:**

Approve Change Order Requests #35, #36 and #38R.

For County Use Only			
<b><u>Reviewed by:</u></b>	<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"/>
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

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





## CHANGE ORDER REQUEST #35

**Project Name:** Houston County Hwy Department

**Job #** 220193

**Date:** 1/14/2022

**DESCRIPTION OF WORK TO BE DONE:**

**Item 1.** Furnish and install an additional 100 LF of 6' high galvanized chain link fence. Line posts shall be 2-1/2" O.D. galvanized steel pipe driven 48" in depth and spaced a maximum of 10' on center. The fence shall consist of top rails which will be 1-5/8" O.D. galvanized pipe. The fence shall consist of bottom tension wire. Includes (4) Corner Posts of 2-1/2" O.D. galvanized pipe - set in concrete with single brace & truss.

**Item 2.** Furnish, install & removal of an additional 535 LF of temporary fence and one (1) additional gate.

**Item 3.** Furnish and install an additional 8' Fence - Furnish and install 141 LF of 8' high galvanized chain link fence. Line posts shall be 2-1/2" O.D. galvanized steel pipe driven 60" in depth and spaced a maximum of 8' on centers. The fence shall consist of top rails which will be 1-5/8" O.D. galvanized pipe. The fence shall consist of bottom tension wire. The fence has PDS slatting with choices of standard colors. Includes (1) End post of 3" O.D. galvanized pipe - concrete set single brace & truss.

**Item 4.** Furnish and install (1) key pad w/ pedestal and (1) free exit loop at (2) slide gates.

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Century Fence - Item #1	\$5,725.00				\$5,725.00
Century Fence - Item #2	\$2,924.15				\$2,924.15
Century Fence - Item #3	\$9,950.00				\$9,950.00
Century Fence - Item #4	\$6,175.00				\$6,175.00
Subtotal	\$24,774.15	\$0.00	\$0.00	\$0.00	
				<b>Subtotal</b>	\$24,774.15
				<b>Contractor's Fee</b>	\$2,477.42
				<b>Total for Change Order</b>	\$27,251.57

**Approval:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Change Order Quote

Century Fence Company  
14839 Lake Dr NE  
Forest Lake, MN 55025



<b>Quote To:</b> WIESER BROTHERS GENERAL CONTRACTOR INC 200 TWILITE ST LA CRESCENT, MN 55497	<b>Project Location:</b> WIESER BROTHERS - Houston County PW MATERIALS 1124 E WASHINGTON ST. HOUSTON CO. HWY DEPT. M/O Caledonia , MN 55921	Quote #: 1143 PCO #: 2 Quote Date: 09/23/2021 Add (2) Keypads
--	--	--

Description
-------------

Option #1 - Add (1) key pad, pedestal, and footing to each slide gate, total of (2)

Material \$2,060.00

Labor \$1,385.00

Option #2 - Add (2) free exit loops, (1) at each slide gate

Material \$1,710.00

Labor \$1,020.00

Quote Valid For 15 days

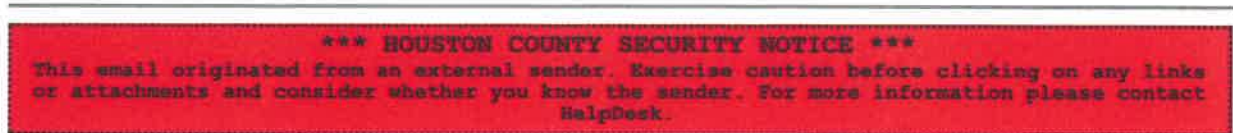
Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Submitted by: Cory Capra

**Acceptance:** This quote when accepted in writing by purchaser and by Century Fence Company becomes a contract between two parties. The conditions on the attached 'Terms and Conditions' are made a part of this contract.

**Terms of Payment:** Net Cash upon receipt of invoice.

Cory Capra  
Office: 651-464-7373  
Cell: 612-666-1680  
Email: CCapra@Centuryfence.com

**From:** [Casey Stadler](#)  
**To:** [Brian Pogodzinski](#)  
**Cc:** [ljorgensen@centuryfence.com](mailto:ljorgensen@centuryfence.com); [Jordan Jones](#); [Aubrey Buttell](#)  
**Subject:** FW: Houston County Hwy Dept (Fencing - Request for Add'l Info)  
**Date:** Monday, February 7, 2022 9:21:45 AM  
**Attachments:** [image004.png](#)  
[image005.png](#)  
[image008.png](#)  
[image009.png](#)  
[20220204092143055.pdf](#)



Brian,

Below you'll find my correspondence to Century Fence and their follow up clarifications to your questions. From my standpoint, this is all consistent with the information I have. I cannot speak to why there was additional temporary fencing necessary, but I understand that the actual construction site requirements increased the scope.

Let me know if you have further questions.

Respectfully,

**Casey Stadler** | Project Manager  
Wieser Brothers General Contractor, Inc. | [wieserbrothers.com](http://wieserbrothers.com)  
507.895.8903 | 507.895.8438 Fax

*Building relationships for over 25 years!*

**From:** Ian Jorgensen <[IJorgensen@centuryfence.com](mailto:IJorgensen@centuryfence.com)>  
**Sent:** Friday, February 4, 2022 9:31 AM  
**To:** Casey Stadler <[caseystadler@wieserbrothers.com](mailto:caseystadler@wieserbrothers.com)>  
**Subject:** RE: Houston County Hwy Dept (Fencing - Request for Add'l Info)

Hi Casey,

I apologize for not responding to your email. My intent after reading the email was to call you to talk through it. Unfortunately, I got caught up in yearend audit stuff and forgot. I will do my best to answer the questions below but would also like to discuss when you return.

Items #1 – This was discussed onsite with Brian from Weiser Bros and the Houston County person. We agreed it would be best to do the work while onsite installing the fence versus returning on a separate trip which would increase the costs. All parties agreed it was needed. The engineers guesstimate on per foot is not accurate being there are 4 corner posts in 100' of fence which drastically changes the per foot cost. The breakout of labor and material is as follows. This work is complete.  
Labor \$1,152.00  
Material \$4,573.00

Item #2 – We were requested to bid 1300' of fence and 4 gates at time of bid. The temporary fence required for the site was 1835' and 5 gates. The price for the additional temp fence and gate is \$2,924.15 based on the back and forth with Cory and Kevin's email correspondence. There is no sales tax included as this is a service with no new material.

Item #3 – The additional 141' of 8' fence with slats is the current price with today's material costs (these have increased 60% since this project was bid). The breakout of labor and material is as follows.  
Labor \$2,880.00  
Material \$7,070.00

Item #4 – Kevin requested pricing for (2) keypads including pedestal and pedestal footings (1) per gate along with two free

exit loops (1) per gate. It was requested of us to stake the location of the pedestals so the electrician could install the conduit for these. That would make me believe this was approved and moving forward so we installed the footings. We have not installed the pedestals, keypads, or loops at this time. The original proposal I sent to Kevin for this work is attached which included the material and labor breakdown.

Please call me to discuss when you return.

Thank you,

**Ian Jorgensen** Branch Manager  
14839 Lake Dr Forest Lake, MN  
55025  
Office: (651) 464-7373  
Direct: (651) 464-7374  
Cell: (612) 328-8806  
[www.centuryfence.com](http://www.centuryfence.com)



**From:** Casey Stadler <[caseystadler@wieserbrothers.com](mailto:caseystadler@wieserbrothers.com)>  
**Sent:** Monday, January 17, 2022 7:54 AM  
**To:** Ian Jorgensen <[Ijorgensen@centuryfence.com](mailto:Ijorgensen@centuryfence.com)>  
**Cc:** Aubrey Buttell <[Aubreyb@wieserbrothers.com](mailto:Aubreyb@wieserbrothers.com)>  
**Subject:** Houston County Hwy Dept (Fencing - Request for Add'l Info)

**This email is from an external source. Use caution with opens/clicks. – SSR's Cyber Security Team**

Good Morning Ian,

The County Engineer is pushing back on the fencing change orders. I'm will break this down as this email may get lengthy.

**DESCRIPTION OF WORK TO BE DONE:**

**Item 1.** Furnish and install an additional 100 LF of 6' high galvanized chain link fence. Line posts shall be 2-1/2" O.D. galvanized steel pipe driven 48" in depth and spaced a maximum of 10' on center. The fence shall consist of top rails which will be 1-5/8" O.D. galvanized pipe. The fence shall consist of bottom tension wire. Includes (4) Corner Posts of 2-1/2" O.D. galvanized pipe - set in concrete with single brace & truss.

**Item 2.** Furnish, install & removal of an additional 535 LF of temporary fence and one (1) additional gate.

**Item 3.** Furnish and install an additional 8' Fence - Furnish and install 141 LF of 8' high galvanized chain link fence. Line posts shall be 2-1/2" O.D. galvanized steel pipe driven 60" in depth and spaced a maximum of 8' on centers. The fence shall consist of top rails which will be 1-5/8" O.D. galvanized pipe. The fence shall consist of bottom tension wire. The fence has PDS slatting with choices of standard colors. Includes (1) End post of 3" O.D. galvanized pipe - concrete set single brace & truss.

**Item 4.** Furnish and install (1) key pad w/ pedestal and (1) free exit loop at (2) slide gates.

## WB SL Subcontract Drilldown by Item

Subcontracts: All

Jobs: 220193. - 220193. All Vendors

Owner Retainage: 5%

SL % Subcontract	JCCo/Job Vendor	% Billed	Current	Invoiced	Amount Remaining	
5%	220193.003 Fences & Gates	1/220193. 2647	96.11%	31,215.00	30,000.00	1,215.00
	Century Fence Company					

**SL Header Notes:** Provide labor, materials, equipment necessary to install temporary fence during construction activities, and install permanent chain link fencing per spec section (#32 31 13) as represented on the building documents: Civil Plan Dated 8/28/20 - C100, C101, C102, C104, C105. Architectural Plan Dated 11/5/20 - A000, A001, A010, A100, A101, A102, A103, A111, A112, A120, A200, A300, A301, A302, A303, A304, A305, A306, A307, A400, A410, A500, A501, A600, A601, ID101, ID102, S001, S002, S003, S100, S200, S800, S810, P000, P100, P101, P110, P111, P200, P201, M001, M002, M100, M101, M110, M111, M200, M300, M500, M501, M600, E001, E100, E101, E200, E201, E202, E600, and Specifications

**Compliance Details**

Item	Type	Description	UM	Original	Current	Invoiced	Remaining
1		1 Fences & Gates	LS	Units: 0.000	0.000	0.000	0.00
				Dollars: 31,215.00	31,215.00	30,000.00	1,215.00
<small>Job: 220193. Phase: 323100. CT: 3 OL Acct: 6030.2 WC Retain: 5.00% IM Retain: 5.00%</small>							

**SL Item Notes:** Provide labor, materials, equipment necessary to install temporary fence during construction activities, and install permanent chain link fencing per spec section (#32 31 13) as represented on the building documents: Civil Plan Dated 8/28/20 - C100, C101, C102, C104, C105. Architectural Plan Dated 11/5/20 - A000, A001, A010, A100, A101, A102, A103, A111, A112, A120, A200, A300, A301, A302, A303, A304, A305, A306, A307, A400, A410, A500, A501, A600, A601, ID101, ID102, S001, S002, S003, S100, S200, S800, S810, P000, P100, P101, P110, P111, P200, P201, M001, M002, M100, M101, M110, M111, M200, M300, M500, M501, M600, E001, E100, E101, E200, E201, E202, E600, and Specifications

PO Item	Current Cost	Sales Tax	Invoiced Amount	Invoiced Tax	Remaining Amount
1	47,510.00	0.00	47,510.00	0.00	0.00
<small>Type: Job JCCo: 1 Job: 220193M Houston County Hwy Dept Shops- MATERIALS ONLY Phase: 323100. CT: 2</small>					

- Items #1 & #3 – Changes to Fencing Scope:
  - Bid Pack #2 stated “provide chain link fencing with gates and operators as represented (including slats where indicated). Specification for gate operators located on plans”.
  - I cannot find email correspondence on changes that were completed.
  - I can’t understand why Century Fence completed this work without a change order or a written approval to proceed from the PM Kevin Barnes via the owner’s approval.
  - Materials for this project do not have state taxes. Provide your change request broken out between labor and materials as required by the contract.
  - *From the Engineer:* “The original plan had approximately 502’ of 8’ fencing with slats and 1,665’ of 6’ fencing, plus 3 gates. This amounts to a total fencing cost of \$78,225/2,167’ = \$36.10/ft on average. Once the gates are factored in, the cost/ft would have been lower so I’d expect that the 6’ fencing would have been in a little lower and the 8’ fencing maybe a little higher than the \$36/ft. The COR request provided shows \$57.25/ft for Item #1, 6’ fencing and \$70.57/ft for Item #3, 8’ fencing. Please explain why these costs are close to double the original bid prices. No extra mobilization was necessary for this work. Secondly, for documentation purposes, please split out the labor and tax exempt material costs.”
  
- Item #2 – Temp Fencing:
  - Bid Pack #2 stated “provide temporary fencing around site throughout duration of construction with two (2) gate entrances”.
  - I reviewed the past email correspondence between you, Kevin Barnes, and Cory Capra. All are attached.
  - Again, I can’t understand why Century Fence completed this work without a change order or a written approval to proceed from the PM Kevin Barnes via the owner’s approval.
  - Materials for this project do not have state taxes. Provide your change request broken out between labor and materials as required by the contract.
  - *From the Engineer:* “Provide an explanation for where the additional 535’ of temporary fencing was installed and why it was needed. Is this for areas not included in the original bid documents or for areas that was fenced

twice?"

Respectfully,



**Casey Stadler** | Project Manager | [caseystadler@wieserbrothers.com](mailto:caseystadler@wieserbrothers.com)  
Wieser Brothers General Contractor, Inc.  
200 Twilite St. | La Crescent, MN 55947  
507.895.8903 | 507.895.8438 Fax

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Nationwide by ABC**



## CHANGE ORDER REQUEST #36

**Project Name:** Houston County Hwy Department

**Job #** 220193

**Date:** 1/12/2022

**DESCRIPTION OF WORK TO BE DONE:**  
Changes per inspection report 1/10/2022.

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Kish Electric	\$2,910.00				\$2,910.00
Subtotal	\$2,910.00	\$0.00	\$0.00	\$0.00	
				<b>Subtotal</b>	\$2,910.00
				<b>Contractor's Fee</b>	\$291.00
				<b>Total for Change Order</b>	\$3,201.00

**Approval:** \_\_\_\_\_

**Date:** \_\_\_\_\_



2135 Enterprise Avenue  
 2135 Enterprise Avenue  
 La Crosse, WI 54603-1754

**Request for Change**  
 WHA081 - HOUSTON COUNTY HWY  
 FACILITY  
 RFC Number: 18  
 Date: 01/11/2022

**Regarding:**

Changes per inspector

**To:**  
 WIESER BROTHERS  
 WIESER BROTHERS  
 200 TWILITE STREET  
 LA CRESCENT, MN 55947

**Job Site:**  
 HOUSTON COUNTY HWY FACILITY  
 HOUSTON COUNTY HWY FACILITY  
 1124 E WASHINGTON STREET  
 CALEDONIA, MN 55921

<b>Requested By:</b> ART HERBST	<b>Phone:</b> (608) 785-0207	<b>E-mail:</b> aherbst@kischelectric.com
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<b>Recipients:</b> KEVIN BARNES	<b>Phone:</b> (507) 895-8903	<b>E-mail:</b> kevinb@wieserbrothers.com
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<b>Requested Change:</b> Changes per Inspection Report 1-10-22	<b>Change to Contract</b> \$ 2910.00
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<b>RFC Total</b>	<b>\$ 2910.00</b>
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Please respond by: 01/14/2022

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ART HERBST  
 Kish & Sons Electric, Inc.

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KEVIN BARNES  
 WIESER BROTHERS





**DAKOTA SUPPLY GROUP**  
For all the right connections!

DAKOTA SUPPLY GROUP - LAC  
2727 COMMERCE ST  
LA CROSSE, WI 54603  
Phone 608-781-2000  
Fax 608-782-8372



# Quotation

EXPIRATION DATE	QUOTE NUMBER
01/16/2022	S101534450
DAKOTA SUPPLY GROUP - LAC 2727 COMMERCE ST LA CROSSE, WI 54603 Phone 608-781-2000 Fax 608-782-8372	
PAGE NO.	
1 of 1	

QUOTE TO:

SHIP TO:

KISH & SONS ELEC INC (LAX)  
2135 ENTERPRISE AVE  
LA CROSSE, WI 54603-1754

KISH & SONS ELEC INC (LAX)  
2135 ENTERPRISE AVE  
LA CROSSE, WI 54603-1754

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
8683	OTS - HOUSTON CTY		Ryan Ferries	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Jason Hollermann	WILL CALL	1.5% 10th, 25 Prx	01/11/2022	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
4ea	SDQOB250GFI SQD QOB250GFI MINIATURE CIRCUIT BREAKER 120/240V 50A Pn: 70806		421.000/ea	1684.00
1ea	SDQOB120 SQD QOB120 BKR BLT ON 1P 20A 120/240V W/VISI-TRIP Your # QOB120 Pn: 5099		37.740/ea	37.74

All quotations are made in accordance with our interpretation of the plans and specifications and include only the materials listed, subject to correction for errors. Deviations in quantities may modify prices quoted. Unless otherwise noted: all prices are subject to change without notice and are void unless accepted within 30-days from the date. In the event of a price increase, any unfilled portion of any order will be billed at the price in effect at the time of shipment. DSG shall not be liable for failure to deliver or delivery performance due to causes beyond our reasonable control. A Summary of DSG standard terms & conditions of sales can be found at [www.dsgsupply.com/terms](http://www.dsgsupply.com/terms).

Subtotal	1721.74
S&H Charges	0.00
Amount Due	1721.74



## Inspection Report

Project Name: Install electrical

Permit Number: ELE2103-08246

Project location/address: 1124 E Washington St, Caledonia, Houston County, MN, 55921

Applicant: KISH & SONS ELECTRIC INC

Phone: (608) 785-0207

Owner: HOUSTON COUNTY HWY FACILITY

Phone: (608) 785-0207

Inspection Type: Partial Final

Result: Pass with Conditions

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### Inspector Report

#### NEW HIGHWAY FACILITY BUILDING

1. A 125 VOLT OUTLET NEEDS TO BE INSTALLED WITHIN 25 FEET OF THE AC CONDENSING UNITS. NEC 210.63.
2. THE WELDER OUTLETS NEED TO BE GFI PROTECTED. NEC 210.8 B 8.

Inspected By: David Holmen

Email: davidholmen@live.com

Phone: (507) 346-7164

Date: 1/10/2022



## CHANGE ORDER REQUEST #38R

**Project Name:** Houston County Hwy Department

**Job #** 220193

**Date:** 1/20/2022

**DESCRIPTION OF WORK TO BE DONE:**

Work performed to add a roof drain to the canopy on northwest side of the entrance.

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Fraser Construction		\$2,940.30	\$387.11		\$3,327.41
Subtotal	\$0.00	\$2,940.30	\$387.11	\$0.00	
				<b>Subtotal</b>	\$3,327.41
				<b>Contractor's Fee</b>	\$332.74
				<b>Total for Change Order</b>	\$3,660.15

**Approval:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**FRASER  
CONSTRUCTION CO.**

3725 Enterprise Dr. SW  
Rochester, Minnesota 55902  
Phone 507/288-6583 • FAX 507/282-1148

55689

**RECEIVED**  
By Kimk at 4:48 pm, Dec 30, 2021

Date: December 29, 2021  
To: Wieser Bros.  
200 Twilite St  
La Crescent, MN 55947  
Attn: Aubrey Buttell

Fraser Job # 130 Houston County Highway Department  
P.O or W.O.

Re: Added Roof drain and parts  
The following tabulations summarize work which was performed by Fraser Construction on the above-referenced project.

<b>12/7/2021</b>	<b>Add Roof drain to canopy on north wes side of entrance</b>				
	Leadman	9.00 Hr	x	\$96.00 =	\$864.00
	Superintendent	2.00 Hr	x	\$96.00 =	\$192.00
	Ford F-250 Truck w/ Driver	2.00 Hr	x	\$111.00 =	\$222.00
	Haul Trailer 25 Ton	2.00 Hr	x	\$39.00 =	\$78.00
	303.5 Cat excavator	6.00 Hr	x	\$132.00 =	\$792.00
	Ford F-250 Truck w/ Driver	3.50 Hr	x	\$111.00 =	\$388.50
	Haul Trailer 25 Ton	3.50 Hr	x	\$39.00 =	\$136.50
	Core and Main Invoice #Q061599	1.00 ea	x	\$38.68 =	\$38.68
	Core and Main Invoice #Q059380	1.00 ea	x	\$313.24 =	\$313.24
				Subtotal	\$3,024.92
				10% Overhead and Profit	\$ 302.49
				<b>Total</b>	<b>\$ 3,327.41</b>

If you have any questions or comments, please call me at (507) 288-6583.  
Sincerely,

Terry Donovan  
Project Manager

# TIME AND MATERIAL AUTHORIZATION

## FRASER CONSTRUCTION COMPANY

3725 Enterprise Drive S.W.  
Rochester, MN 55902

Phone (507)288-6583  
Fax (507)282-1148

Tues

Company Name <i>Wieser</i>		Phone	Date <i>12-7-21</i>	
Street			Job Name <i>Houston County Highway Dept</i>	
City	State <i>MN</i>	Job No. <i>130</i>	P.O. No.	

Employees				Equipment			
No.	Name	Hrs.	O/T Hrs.	No.	Description	Rented	Hrs.
<i>403</i>	<i>Andy Gust</i>	<i>9</i>		<i>1469</i>	<i>Pickup</i>		<i>3 1/2</i>
						<i>Trailer</i>	<i>3 1/2</i>
<i>172</i>	<i>Dave Wagner</i>	<i>9</i>				<i>303.5 Ex</i>	<i>6</i>
<i>532</i>	<i>Terry Drown</i>	<i>2</i>			<i>Del Adapter</i>		

Trucks				
Name	Origin	Material	Qty.	Hrs.

Material			
Qty.	Materials Received	Qty.	Material Used
		<i>28'</i>	<i>SDR 35 - 6" pipe</i>
		<i>1</i>	<i>6" TEE</i>
		<i>4</i>	<i>6" FUMCOS</i>
		<i>1</i>	<i>6" 90° Bend</i>
		<i>2</i>	<i>6" 45° Bends</i>
		<i>1</i>	<i>6" 22° Bend</i>

Subcontractors	
Name	Work Performed

**Description of Work Performed:** *Add Roof Drain to Canopy Downspout.*  
*Excavate Install pipe and Backfill.*

**Comments:**

*Andy Gust #403*  
Fraser Representative

*Brian Kabin*  
Customer



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # Q059380  
Invoice Date 12/07/21  
Account # 099640  
Sales Rep MICHAEL TESSMANN  
Phone # 507-285-5389  
Branch #246 Rochester, MN  
Total Amount Due \$313.24

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

FRASER CONSTRUCTION CO  
3725 ENTERPRISE DR SW  
ROCHESTER MN 55902-2808

130-Terry  
000/0000  
00000

Shipped To:  
CUSTOMER PICK-UP

CUSTOMER JOB- 1708288 Houston County

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 12/06/21 Date Shipped 12/06/21 Customer PO # SEE BELOW Job Name Houston County Job # 1708288 Bill of Lading Shipped Via WILL CALL Invoice# Q059380

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	CUSTOMER PO#- CALEDONIA *ADD-ON*						
2706T06HH	6X6 PVC SDR35 SWR TEE HXH SOLVENT WELD (GLUE)	1	1		24.08000	EA	24.08
27064HH	6 PVC SDR35 SWR 45 HXH SOLVENT WELD (GLUE)	2	2		17.34000	EA	34.68
27069HH	6 PVC SDR35 SWR 90 HXH SOLVENT WELD (GLUE)	2	2		16.08000	EA	32.16
24063514	6 PVC SDR35 SWR PIPE (G) 14'	28	28		6.16000	FT	172.48
29APGP727	PT 727 HOT'R COLD PVC CEMENT	1	1		14.36000	EA	14.36
29APPPP68	PRIMER P68 PURPLE PINT	1	1		14.35000	EA	14.35
27062HH	6 PVC SDR35 SWR 22-1/2 HXH SOLVENT WELD (GLUE)	1	1		21.13000	EA	21.13

Freight Delivery Handling Restock Misc

Subtotal: 313.24  
Other: .00  
Tax: .00

Terms: NET 30  
Ordered By: TERRY

Invoice Total: \$313.24

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.  
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # Q061599  
Invoice Date 12/08/21  
Account # 099640  
Sales Rep MICHAEL TESSMANN  
Phone # 507-285-5389  
Branch #246 Rochester, MN  
Total Amount Due \$38.61

130-Terry

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

FRASER CONSTRUCTION CO  
3725 ENTERPRISE DR SW  
ROCHESTER MN 55902-2808

000/0000  
00000

Shipped To:  
CUSTOMER PICK-UP

CUSTOMER JOB- 1708288 Houston County

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Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 12/07/21 Date Shipped 12/07/21 Customer PO # SEE BELOW Job Name Houston County Job # 1708288 Bill of Lading Shipped Via WILL CALL Invoice# Q061599

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	CUSTOMER PO#- HOUSTON COUNTY						
28100266	1002-66 6 CLAYXCI/PVC CPLG	2	2		19.34000	EA	38.68

Freight      Delivery      Handling      Restock      Misc

Subtotal: 38.68  
Other: .00  
Tax: .00

Terms: NET 30  
Ordered By: TERRY

Invoice Total: \$38.61

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.  
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
February 22, 2022**

**Date Submitted: February 18, 2022**

**By: Carol Lapham**

Action item:

Request approval to issue a credit card to Martin Herrick, Environmental Services Director.

<b><u>Reviewed by:</u></b>	___ HR Director	___ County Sheriff	_____
	___ Finance Director	___ County Engineer	_____
	___ IS Director	___ PHHS	_____
	___ County Attorney	___ Other (indicate dept)	_____
	___ Environmental Svcs		
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			



**HOUSTON COUNTY'S  
CREDIT CARD POLICY  
EMPLOYEE ACKNOWLEDGMENT**

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- I have received a copy of Credit Card and understand its contents;
- I further understand that I am to abide by the policy and follow the guidelines contained therein; and
- I also understand that any failure to comply with this Policy may result in personal liability, disciplinary action, as well as the loss of the privilege to use the County's Credit Card.

Date: 1/10/2022

Employee Name: MARION HERRICK  
(Print)

Employee Signature: 

Department: ENVIRONMENTAL SERVICES

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
February 22, 2022**

**Date Submitted: February 18, 2022**

**By: Carol Lapham**

Action item:

Request approval of the 2021 Audit Engagement letter from OSA and authorize the signatures of Board Chair Myhre and Finance Director Lapham.

<b><u>Reviewed by:</u></b>	____ <b>HR Director</b>	____ <b>County Sheriff</b>	_____
	____ <b>Finance Director</b>	____ <b>County Engineer</b>	_____
	____ <b>IS Director</b>	____ <b>PHHS</b>	_____
	____ <b>County Attorney</b>	____ <b>Other (indicate dept)</b>	_____
	____ <b>Environmental Svcs</b>		
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			



**Julie Blaha**  
**State Auditor**

**Suite 500**  
**525 Park Street**  
**Saint Paul, MN**  
**55103**

February 18, 2022

Ms. Carol Lapham, Finance Director  
Houston County  
304 South Marshall  
Caledonia, Minnesota 55921

Members of the Board of Commissioners  
Houston County

We are pleased to confirm our understanding of the services we are to provide pursuant to Minnesota Laws for Houston County for the year ended December 31, 2021.

#### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Houston County as of and for the year ended December 31, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Houston County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Houston County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- Management's discussion and analysis
- Budgetary presentations for the general and major special revenue funds and related notes
- GASB-required supplementary other postemployment benefits and pension information and related notes

We have also been engaged to report on supplementary information other than RSI that accompanies Houston County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the basic financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Combining and individual fund statements
- Budgetary presentations for other funds
- Schedule of intergovernmental revenue
- Schedule of expenditures of federal awards and related notes

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists.

Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the legal provisions of the *Minnesota Legal Compliance Audit Guides*, and

will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to report in conformity with the provisions of the *Minnesota Legal Compliance Audit Guides*. As part of audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (a) errors, (b) fraudulent financial reporting, (c) misappropriation of assets, or (d) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical evidence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Risk of management override of controls
- Risk of unrecorded revenue/receivables

Please note that our audit planning is still in progress, and modifications may be made. We will inform you of any changes in significant risks as we conduct our planning of the audit.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Houston County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Houston County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Houston County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the Statement of Net Position and Statement of Activities of Houston County in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities. The County understands this will result in additional costs and agrees to pay for these services.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (a) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and

monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (a) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (b) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (c) additional information that we may request for the purpose of the audit; and (d) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters required by auditing standards generally accepted in the United States of America, Government Auditing Standards, and the Uniform Guidance.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and



noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings, if applicable, should be available for our review.

With regard to using the auditor's report, you understand that you must obtain our prior consent to reproduce or use our report in bond offering official statements or other documents.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written management representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written management representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing us with report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we provide. If you are unable to prepare the information needed for the financial statements, schedule of expenditures of federal awards, or related notes, or if the completion schedule varies significantly, we will, based on our staffing availability, provide the additional nonaudit services necessary to assist in the preparation of your draft financial statements, schedule of expenditures of federal awards, and related notes, in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on management's chart of accounts and other information determined and approved by management. You will be required to acknowledge in the management representation letter our assistance, if any, with preparation of the financial statements, schedule of expenditures of federal awards, and related notes, and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Furthermore, you agree to oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

We will prepare the entity-wide trial balance for use during the audit. Our preparation of this trial balance will be limited to formatting information into working trial balances based on management's chart of accounts. We will also provide clerical assistance consisting of typing, formatting, and printing and/or binding the financial report.

#### **Engagement-Administration, Fees, and Other**

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide your governing body, management, related organization representatives, and, if applicable, nonfederal grantor entities with copies of our reports. Management is responsible for all other distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the Minnesota Office of the State Auditor and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under our supervision. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained, pursuant to our record retention plan, for a period of ten years after the date the auditor's report is issued. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact those contesting the audit finding for guidance prior to destroying the audit documentation. We will be available throughout the year to answer questions, provide assistance, or assist you in implementing any of our recommendations.

Our fees are based on standard hourly rates plus travel and any out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Due to restrictions related to the COVID-19 pandemic auditing procedures are planned to be conducted remotely, to the extent possible. Periodic progress billings will be sent to you. The condition of your records and the assistance you are able to provide us affects both the timeliness and cost of the audit.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract when requested by you. Our 2021 peer review report can be found on our website at [www.osa.state.mn.us](http://www.osa.state.mn.us).

## **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing body of Houston County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in

advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (a) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (b) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Houston County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please contact me at (507) 280-5055 or [Carla.Blahnik@osa.state.mn.us](mailto:Carla.Blahnik@osa.state.mn.us), or Stephanie Erickson, Audit Manager, at (651) 297-7106 or [Stephanie.Erickson@osa.state.mn.us](mailto:Stephanie.Erickson@osa.state.mn.us). If you agree with the terms of our engagement as described in this letter, please sign where provided below and return it to us.

Sincerely,



Carla Blahnik, CPA, Audit Director

Approved: This letter correctly sets forth the understanding of Houston County.

\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Date