PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: May 9, 2023

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns, Bob Schuldt, and Greg Myhre

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Rachel Stock, Reporter Charlene Selbee, Finance Director Carol Lapham, Public Health and Human Services Director John Pugleasa, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Environmental Services Director Martin Herrick, Financial Assistance Supervisor Karen Kohlmeyer, Deputy Auditor/Treasurer Mark Bennett, Human Resources Director Theresa Arrick-Kruger, Jail

Administrator Mark Olson, Howard Lampert, and Dave Winnes

Presiding: Chairperson Severson

Call to order.

Pledge of Allegiance.

Commissioner Severson said he had one additional Action Item to add to the agenda: Consider approving additional costs for Historic Courthouse roofing project. Motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to approve the agenda with the change.

Motion was made by Commissioner Myhre, seconded by Commissioner Johnson, motion unanimously carried to approve the meeting minutes from May 2, 2023.

Public Comment:

Howard Lampert who was on the cemetery board for Evangelical Church of Peace, 3272 County 249 said he was at the meeting to follow up with the County regarding the installation of a possible guardrail or fence above the Church's cemetery. Lampert said the County had removed a fence years prior when they had worked on a road project, and not put the fence back in. The church had concerns about people driving off the road and into the cemetery damaging tombstones. He showed the Commissioners photos of the former fence. The Commissioners told Lampert that someone from the Church would be receiving a letter from County Engineer Brian Pogodzinski. It was the understanding of the Commissioners that the Church could install a fence of their own at their own expense below the right of way, but that the area did not qualify for a guardrail installed by the County. Commissioner Johnson said this had been discussed in a recent meeting the week prior with Engineer Pogodzinski. Johnson said the slope of the road above the

cemetery was not enough of a slope to qualify for a guardrail. Lampert said there were other places in the County that did not have guardrails, however if someone drove off the road they would be running into a tree or a fence. He said to him the potential of running into a tombstone was of higher importance. Lampert asked if the County had looked into any costs of the guardrail that could be shared with the church. At a previous meeting the plan had been for the County to look into some possible guardrail costs.

Dave Winnes a member of Evangelical Church of Peace said he might be the one who would receive the letter from Engineer Pogodzinski.

The Commissioners said Lampert and Winnes could follow up with Engineer Pogodzinski regarding the matter, and invited them to come back to another meeting after they received the official letter if there were additional comments and questions.

APPOINTMENTS

None.

CONSENT AGENDA

Motion by Commissioner Johnson, seconded by Commissioner Burns, motion unanimously carried to approve the consent agenda.

- 1) Approve guardianship contract with Rebecca Servais.
- 2) Change the employment status of Deputy Auditor/Treasurer, Mark Bennett from probationary to regular, effective 5/14/2023.
- 3) Hire Deanna McCabe as a probationary, 0.6 FTE Technical Clerk I, B-21, Step 3, effective 05/22/2023 conditioned upon successful completion of background check.
- 4) Initiate a competitive search for a 1.0 FTE Child Support Officer (B24) to fill the recent vacancy of a 1.0 FTE (Child Support Enforcement Aide (B22).
- 5) Change the employment status of Deputy Recorder, Kathlene Barnet from probationary to regular, effective 5/14/2023.

ACTION ITEMS

File No. 1 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to approve an IUP for Mary Lou Graf to have a temporary farm dwelling in Brownsville Township.

File No. 2 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve Resolution No. 23-21 declaring a state of emergency for conditions resulting from the ongoing Mississippi River flood conditions that started on April 17, 2023. See resolution below.

Resolution Declaring a State of Emergency Resolution # 23-21

WHEREAS the flooding of the Mississippi River impacted the population of Houston County and its cities, townships, public utilities, and electric cooperatives; and

WHEREAS the Mississippi River flood event has caused a significant amount of debris, road damage, sanitary sewer systems damage, damage to homes; and

WHEREAS the Houston County Department of Emergency Management requests the Houston County Board of Commissioners to declare Houston County in a STATE OF EMERGENCY for the ongoing flood event that started on April 17, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the Houston County Board of Commissioners declares Houston County in a State of Emergency for conditions resulting from the ongoing Mississippi River flood event that started on April 17, 2023.

Adopted by the Houston County Board of Commissioners this 9th day of May, 2023.

File No. 3 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to approve the CREST By-laws. CREST was a regional collaborative in SE MN that coordinated mental health services in the region.

File No. 4 – Commissioner Burns said he had spoken to St. Mary's Church and School about the possibility of renting their parking lot for County parking at a rate of \$500.00 per month during the Historic Courthouse parking lot construction project. He said the project was anticipated to take two months. Commissioner Burns said the spaces would be available during regular County workday hours, but that County vehicles should not be parked there beyond those hours or overnight. Commissioner Myhre moved, Commissioner Burns seconded, motion carried four to one to approve renting spaces in the St. Mary's Church and School parking lot at a rate of \$500.00 per month. Commissioner Johnson voted no.

File No. 5 – Commissioners discussed with Human Resources Director Theresa Arrick-Kruger the possibility of adding a total of \$2,500 to the Historic Roof Project. Kruger said the project had used the 20% contingency fund that had been initially approved for the project if needed. For an additional \$2,500 all of the trim on the exterior of the County building including around doorways and windows could be painted. If painted all the trim on the exterior of the building would match. Much of the trim had already been painted. The additional \$2,500 would allow for all trim to be completed. Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to approve an additional \$2,500 to complete the roof project and paint all exterior trim.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended. These included a Semcac, Community Services, and Zoning meeting.

Commissioner Burns said he had helped with a school tour for Houston and Spring Grove schools the day prior. Students had toured the Historic Courthouse and County Justice Center. Students had learned about local government.

Commissioner Schuldt said he had attended a La Crescent Township meeting regarding a potential development near Pine Creek. Schuldt said the developer was working with County Environmental Services Director Martin Herrick and the DNR on his proposal. In addition, Schuldt said the Township was concerned about some vacant lots that could potentially be annexed into the City of La Crescent, and would no longer be in the Township. Schuldt said the owners were petitioning the City to consider annexing them so that they could build on their lots.

Commissioner Severson said he wanted to remind taxpayers that property taxes were due on May 15th, 2023.

Commissioners said some residents had reported receiving scam contacts. Scammers were saying they had obtained information from the County when in reality the information they were finding was public information found on Beacon. Commissioners warned residents to be aware of potential scams, and to verify with the County if needed.

There being no further business at 9:42 a.m., a motion was made by Commissioner Myhre, seconded by Commissioner Johnson motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on May 16, 2023.

BOARD OF COUNTY COMMISSIONER	HOUSTON COUNTY, MINNESOTA
	By:
	Dewey Severson, Chairperson
Attest:	
Donna Trehus, Auditor/Treasurer	

BOARD OF COUNTY COMMISSIONERS

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: May 16, 2023 9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns, Bob Schuldt, and Greg Myhre

Others Present:

Finance Director Carol Lapham, Reporter Rachel Stock, Auditor/Treasurer Donna Trehus, Human Resources Director Theresa Arrick-Kruger, Sheriff Brian Swedberg, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Deputy Auditor/Treasurer Mark Bennett, Public Health and Human Services Director John Pugleasa, Deputy Auditor/Treasurer Polly Heberlein, Deputy Auditor/Treasurer Eliana Babinski, Collaborative Design Group Space

Utilization Team Johona Harris and Tamara Wylie

Board Workgroup Session

Call to order.

Johona Harris and Tamara Wylie from Collaborative Design Group (CDG) discussed space utilization options with the Commissioners. Harris and Wylie presented two options for condensing space and better utilizing current space. In one option the County would keep the current community services building and in the other option the County would sell the current community services building along the highway and condense County departments to fit on one centralized campus. Departments from the community services building would be relocated to the Historic Courthouse. Harris and Wylie shared with the Commissioners rough estimates of costs associated with the space utilization options, and asked if the Commissioners had one option they wanted CDG to explore further. Both options were estimated to cost over eight million dollars. The Commissioners said they had "sticker shock". They thanked CDG for their work on the study. It was the general consensus of the Commissioners to get the final report from CDG, but that CDG did not need to explore any further options.

Commissioner Myhre said there had been some confusion regarding the Wildcat management contract and who was responsible for mowing individual camp sites. He said the new manager had been told that she would not need to mow individual sites, as it was the responsibility of each seasonal camper to mow their own area. Myhre said campers were frustrated saying that the previous manager had mowed their sites.

Sheriff Swedberg shared several updates with the Commissioners related to the Sheriff's department. He said his department would be helping with Farm Safety Day and Syttende Mai.

He said he had received an email from Target Field saying they were giving away some of their metal detectors. The metal detectors were a year old. Swedberg said he had driven to the cities and picked out three metal detectors for the County. He planned to use one in the jail, and the other when needed. The County would also have a backup detector for if a school or other organization wanted to temporarily use it. The Sheriff said the County currently had one permanent metal detector, but the new detectors were newer and portable. Swedberg said he had also obtained body cameras from Olmsted County. Olmsted County had given the cameras to Houston County. He said he was working with IT to get the cameras converted to the County's system for use. Swedberg said typically departments rented cameras and the cost was around \$20,000 per year. He said eventually the cameras could be a requirement. The Commissioners thanked the Sheriff for his work in obtaining the metal detectors and cameras.

Swedberg said his office had received an order from the court that law enforcement needed to give a student a ride to and from school each day. He said this was difficult for the County as a deputy needed to go to attempt to pick up the student each day. If the deputy on duty in the area was on another call at the time the student needed a ride this could cause an issue. He said he hoped the courts would not turn giving students a ride to and from school into a regular occurrence.

Swedberg said there was a possible Sheriff's auction that would be coming up. Equipment that would possibly be sold at the auction was currently in the Highway Building parking lot. If a settlement agreement between parties was made before the sale the sale would be cancelled.

The meeting ended at 11:09 a.m.

BOARD OF COUNTY COMMISSIONERS	\mathbf{S}
	HOUSTON COUNTY, MINNESOTA
	By:
Attest: Donna Trehus, Auditor/Treasurer	

Houston County Agenda Request Form

Date Submitted:	5/18/2023		
Person requesting ap	ppointment with County Board:	John Pugleasa, Director Public	c Health & Human Services
Will you be doing a p	ower point or video presentation:	Yes x N	0
	oct with Driftless Region Vector Con for potential mosquito related hum 10).	-	
	entation for the Board's Review: for review and two copies of contra	act for signature	
Justification:			
Action Requested: Review and approve of	contract as presented.		
	For County U	Ise Only	
Reviewed by:	County Auditor Finance Director IS Director	County Attorney County Engineer Other (indicate dept)	Zoning/Environmental Service HR/Personnel
Recommendation:			
<u>Decision:</u>			

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

PURCHASE CONTRACT FOR MOSQUITO ABATEMENT SERVICES

I. PARTIES.

This Contract is made and entered into this 21° of February, 2023 by and between Driftless Region Vector Control LLC, hereinafter referred to as Provider, and Houston County, Minnesota, hereinafter referred to as Purchaser.

Provider's employee responsible for administration of this Contract will be Joseph Writz, Owner of Driftless Region Vector Control LLC, whose principal address is PO Box 2722, La Crosse, WI 54602.

Purchaser's employee responsible for administration of this Contract will be Jordan Knoke, Public Health Supervisor, whose principal address is 611 Vista Drive, Suite 1, Caledonia, MN 55921.

II. SERVICES TO BE PROVIDED AND CONTRACT PERIOD.

- a. Purchaser has an endemic area for arboviruses that are dangerous to the health and well being of its residents, and wishes to purchase services to address the issue. Provider is experienced with the elimination and abatement of mosquitoes that can bear the La Crosse strain of Encephalitis and other arboviruses, and can provide these services.
- b. Provider will provide services to canvass communities for potential mosquitorelated human health hazards, identify and larvicide habitat sites for mosquito abatement, and provide Purchaser with list of found sites and activities, in Houston County.

Communities/Areas to canvass include:

Eitzen, Golfview Dr Area (west of Hokah), Hokah, Houston, Money Creek, Outer La Crescent (residential area just outside western city limits).

- c. When a potential mosquito-related human health hazard site is identified (seen from the road or complaint site), Provider will follow these steps:
 - 1. Attempt to communicate with owner of property where habitat is located. If owner cannot be found, Provider will leave pamphlet and reminder at the door and then exit the property. Provider will leave the property if instructed by property owner and will not enter posted property or properties with aggressive people or animals.
 - 2. Educate owner and provide pamphlet about the issue.
 - 3. Check habitat for mosquito presence and treat with larvicide.

- 4. Keep record of all information obtained at the site.
- 5. Notify Purchaser about sites when permission is not given to check and treat habitat.
- d. Provider will fully canvass communities listed in II. b. once. The sites found in the initial canvassing will be rechecked twice to update the site list. If Provider is given a letter of permission or authority by Purchaser, non-compliant sites may be entered and human health hazards may be treated during rechecks if no immediate contact is made.
- e. Provider may also set up and monitor ovitraps throughout Purchaser's County designed to collect and remove the eggs of vector mosquito species in coordination with Purchaser's officials.
- f. Purchaser agrees to purchase and Provider agrees to provide the above described mosquito abatement services during the period of:

May 1, 2023 to December 31, 2023

III. PAYMENT FOR SERVICES.

- Purchaser agrees to pay Provider for the services provided in accordance with this Contract.
- b. Purchaser will pay compensation to Provider for Services in the amount of \$2,627. Payments will be made as follows:

Date and Payment Amount

1st of May, 2023 \$1,314 1st of August, 2023 \$1,313

- c. Purchaser will pay Provider within 30 days of the payment date.
- d. If Purchaser requests additional services from Provider, Purchaser will provide additional resources to Provider.

IV. INSURANCE.

- a. Purchaser shall not provide insurance coverage of any kind for Provider or Provider's employees or contract personnel. Provider shall obtain the following insurance coverage and maintain it during the entire term of this Contract:
 - 1. Automobile liability insurance for each vehicle used in the performance of this Contract -- including owned, non-owned (for example, owned by Provider's employees), leased, or hired vehicles -- in the minimum amount of \$1.5 million combined single limit per occurrence for bodily injury and property damage.

 Comprehensive or commercial general liability insurance coverage in the minimum amount of \$2 million general aggregate combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

V. INDEMNITY AND HOLD HARMLESS.

a. Except as may be caused by the sole negligence of Provider or its employees, Purchaser agrees to save, hold harmless, defend and indemnify the Provider and all its officers, employees and agents, against any and all liability claims and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the services, operation or performance of work in connection with this contract.

VI. INDEPENDENT CONTRACTOR STATUS.

- a. Subject to terms and conditions of this Contract, Purchaser hereby engages Provider as an independent contractor to perform the services set forth herein, and Provider hereby accepts such engagement.
- b. This Contract shall not render Provider an employee, partner, agent of, or joint venturer with Purchaser for any purpose. Provider is and will remain an independent contractor in relationship to Purchaser. Purchaser shall not be responsible for withholding taxes with respect to Provider's compensation hereunder. Provider shall have no claim against Purchaser hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- c. Provider has the right to perform services for others during the term of this Contract.
- d. Provider has the sole right to control and direct the means, manner, and method by which the services required by this Contract will be performed. Provider shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
- e. Provider has the right to hire assistants as subcontractors or to use employees to provide the services required by this Contract.
- f. Neither Provider nor Provider's employees or contract personnel shall be required to wear any uniforms provided by Purchaser.
- g. The services required by this Contract shall be performed by Provider, Provider's employees, or contract personnel, and Purchaser shall not hire, supervise, or pay any assistants to help Provider.

- h. Neither Provider nor Provider's employees or contract personnel shall receive any training from Purchaser in the professional skills necessary to perform the services required by this Contract.
- Neither Provider nor Provider's employees or contract personnel shall be required by Purchaser to devote full time to the performance of the services required by this Contract.

VII. EXPENSES OF SERVICES.

a. Provider shall be responsible for all expenses incurred while performing services under this Contract. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; larvicide; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Provider hires to complete the work under this Contract.

VIII. DATA PRACTICES COMPLIANCE.

a. Provider will have access to data collected or maintained by Purchaser to the extent necessary to perform Provider's obligations under this Contract. Provider will not release or disclose the contents of data classified as not public to any person except at the written direction of Purchaser. Upon termination of this contract, Provider agrees to return data to Purchaser, as requested by Purchaser.

IX. SEVERABILITY.

a. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

X. CONTRACT REVISION AND/OR TERMINATION.

- a. Failure to comply with any part of this Contract may be considered cause for revision, suspension, or termination.
- b. Revision of this Contract must be agreed to by Provider and Purchaser by an addendum signed by authorized representatives of both parties.
- c. Provider shall notify Purchaser whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this Contract.

- d. If either party finds it necessary to revise or terminate the Contract prior to the expiration date for reasons other than nonperformance, actual cost incurred by the Provider may be reimbursed for an amount determined by mutual agreement of both parties.
- e. This Contract can be terminated by thirty (30) day written notice by either party.
- f. The provisions of section V. a. shall survive any termination.

XI. CONDITIONS OF THE PARTY'S OBLIGATION.

- a. This Contract is contingent on authorization of Minnesota and United States Laws, and any material amendment or repeal of the same affecting relevant authority shall serve to terminate this agreement except as further agreed to by the parties hereto.
- b. Nothing contained in this Contract shall be construed to supersede the lawful powers or duties of either party.
- c. It is understood and agreed that the entire Contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XI. 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 Contract, the Provider certifies that they are in compliance with these regulations.
- b. By signing this Contract, 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 Contract:
 - i. 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;

- ii. Violated any federal or state antitrust statutes; or
- iii. 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:
 - i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - ii. Violating any federal or state antitrust statutes; or
 - iii. 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 Contract are in violation of any of the certifications set forth above.
- 5. Shall immediately give written notice 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 Human Services Director, at (507) 725-5886.

DRIFTLESS REGION VECTOR CONTROL LLC

By: Anthon	2/21/23
Joseph Wutz	Date
Owner	
HOUSTON COUNTY	
By: John Pygledsa	5/9/23
Public Health & Human Services Director	Date
By:	5-10 - 202
Samuel Jandt	Date
County Attorney	Date
Вў:	
Name:	Date
County Board Chair	

HOUSTON COUNTY AGENDA REQUEST FORM

Date Submitted: 05.23.23

By: Donna Trehus, Auditor/Treasurer

CONSENT AGENDA REQUEST: Approve the following Liquor License

renewals from July 1, 2023- June 30, 2024

LIQUOR LICENCES, WINE AND STRONG BEER

Ferndale Golf, LLC dba Ferndale Golf, LLC
Ma Cal Grove Country Club, Inc. dba Ma Cal Grove Country Club, Inc.
Par 4 Golf, LLC dba Valley High Golf Club
Gasthaus, LLC dba Little Miami
City of La Crescent dba Pine Creek Golf Course (Wine & Strong Beer)

City of La Crescell aba Fille Creek doll Course (Wille & Strong Beer)

ON SALE BEER LICENSES

Lawrence Lake Marina, LLC dba Lawrence Lake Marina La Crescent Snowmobile Club dba La Crescent Snowmobile Club City of La Crescent dba Pine Creek Golf Course Gopher State Sportsmans Club dba Gopher State Sportsmans Club

OFF SALE BEER LICENSE

Lawrence Lake Marina, LLC dba Lawrence Lake Marina La Crescent Snowmobile Club dba La Crescent Snowmobile Club City of La Crescent dba Pine Creek Golf Course Houston Food Mart dba Houston Food Mart

Reviewed by:	HR Director	County X Sheriff County		
	Finance Director	Engineer		
	IS Director	PHHS Other (indicate		
	X County Attorney Environmental Srvcs	X dept)	Auditor/Treasurer	
Recommendation:				
Decision:				