

## **PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS**

Date: September 12, 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: Interim Auditor/Treasurer Polly Heberlein, Reporter Charlene Selbee, Reporter Rachel Stock, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Deputy Auditor/Treasurer Mark Bennett, Recorder Mary Betz, Engineer Brian Pogodzinski, Human Resources Director Theresa Arrick-Kruger, Sheriff Brian Swedberg, Public Health and Human Services Director John Pugleasa, and Public Health Supervisor Jordan Knoke

Presiding: Chairperson Severson

Call to order.

Pledge of Allegiance.

Prior to any motions being made Chairperson Severson said there was one additon to the consent agenda: Change Joseph Olson's job classification from Certified Minnesota Appraiser Income Qualified (B24, Step 3) to Accredited Minnesota Assessor (B25, Step 3) effective retroactive to 09/05/2023. Motion was made by Commissioner Johnson, seconded by Commissioner Burns, motion unanimously carried to approve the agenda with the change.

Motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to approve the meeting minutes from September 5, 2023.

Public Comment:

None.

APPOINTMENTS

None.

CONSENT AGENDA

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

- 1) Approve Merchant's Bank Credit Card for Polly Heberlein, Interim Auditor/Treasurer.
- 2) Change Joseph Olson's job classification from Certified Minnesota Appraiser Income Qualified (B24, Step 3) to Accredited Minnesota Assessor (B25, Step 3) effective retroactive to 09/05/2023.

#### **ACTION ITEMS**

File No. 1 – Commissioner Burns moved, Commissioner Johnson seconded, motion unanimously carried to approve Resolution No. 23-30 Final Acceptance for CP 2023-01, Contract #063 with Milestone Materials, for maintenance rock. The total cost was \$28,470.69. See resolution below.

#### **RESOLUTION NO. 23-30**

#### **FINAL ACCEPTANCE FOR CP 2023-01 MAINTENANCE ROCK**

#### **CONTRACT # 063 – MILESTONE MATERIALS**

**September 12, 2023**

WHEREAS, Contract No. 063 has in all things been completed, and the County Board being fully advised in the premises,

NOW, THEN BE IT RESOLVED, That we do hereby accept said completed project for and in behalf of the County of Houston and authorize final payment as specified herein.

File No. 2 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to grant permission to PHHS Director Pugleasa to sign MOU with Children's Dental Services (CDS) to provide dental access clinics on site in Houston County once the County Attorney had reviewed and recommended.

File No. 3 – Commissioner Myhre moved, Commissioner Burns seconded, motion unanimously carried to approve applying for purchase of Axon equipment. The estimated cost was \$357,146.70. Sheriff Swedberg said a one time allocation the County would be receiving for public safety would be used to make the purchase.

#### **DISCUSSION ITEMS**

Commissioners discussed the 2024 budget. The Commissioners would be meeting with Department Heads at the workgroup session the following week to further discuss the budget and possible cuts. Commissioner Burns said one option relating to the budget could be to add a local sales tax of up to .5%. Commissioner Johnson said he did not like the idea as it would be an

additional burden for the businesses in an already tight market, and residents would still be paying the tax. Commissioner Burns said it was just one option he wanted to make the Board aware of.

Commissioners briefly discussed the jail and what should be done with it in 2024. There was only one Houston County inmate in the jail, and it had been that way for some time. Sheriff Swedberg said although the Winona contract was set to end at the end of the month Winona had called him and asked about the possibility of extending the agreement and Houston County still holding some of their inmates for a while longer, as Winona County's jail would not be opening for a few additional weeks. Commissioner Johnson said he wanted to look at some solid numbers and options for the jail. Sheriff Swedberg said he would bring more detailed information and numbers to the workgroup session the following week.

Commissioners discussed recent and upcoming meetings and events including a Farm to Table Event, the upcoming Annual Townships Meeting, Jail Committee, Land Use, Budget, Hiawatha Valley Mental Health, Zoning, Workforce, and WINLAC meetings.

There being no further business at 10:03 a.m. motion was made by Commissioner Burns, seconded by Commissioner Myhre motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on September 19, 2023.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Dewey Severson, Chairperson

Attest: \_\_\_\_\_  
Polly Heberlein, Interim Auditor/Treasurer

## PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: September 19, 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, Interim Auditor/Treasurer Polly Heberlein, Sheriff Brian Swedberg, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Deputy Auditor/Treasurer Mark Bennett, Sheriff Brian Swedberg, Fiscal Supervisor Heidi Harms, Public Health and Human Services Director John Puleasa, Environmental Services Director Martin Herrick, Zoning Administrator Amelia Meiners, Attorney Samuel Jandt, Surveyor Eric Schmitt, Human Resources Director Theresa Arrick-Kruger, IT Director Andrew Milde, and Engineer Brian Pogodzinski

### Board Workgroup Session

Commissioners discussed the current fee schedule and possible changes and increases with department heads. Some increases for County townships were discussed. Commissioner Johnson said the townships had already set their 2024 budgets. He said the fees that affected townships should have been looked at sooner.

Commissioners discussed the 2024 budget. The preliminary budget would need to be set at the next meeting on September 26, 2023.

Commissioners discussed an additional \$70,000 for the Attorney's office not included in the 2024 Attorney's budget for a contracted service. Attorney Jandt said the department was seeing more cases involving electronic data such as data on iPhones, iPads, computers, etc. Currently the BCA could retrieve data from devices, however it could sometimes take months to get the results back. Attorney Jandt said once the County got the results back staff still need to search through it to find data. Attorney Jandt said he would like to contract with a company that could retrieve data quicker, and give results more readily. Attorney Jandt said there was a possibility in the future that funding could come to the County to help with the service, but currently there was not any. The contracted service had been hired on a case by case basis previously. Commissioner Johnson suggested the County continue to pay for the services on a case by case basis in hopes that funding would eventually come to the County to help pay for a contract. No final decisions were made regarding the additional \$70,000.



Commissioners discussed with Sheriff Swedberg the possibility of closing the jail and contracting out the jail services or continuing to keep it open. Based on the numbers from the Sheriff's office the County would save money by closing the jail, however there were still some unknown costs such as how much money it could take to transport people who were arrested. Commissioner Severson and Schuldt brought up safety concerns with contracting out jail services. They said while officers or deputies were transporting people to other jails they would be out of their communities. The Sheriff said there was a possibility of transporting people to either Fillmore or Winona County depending on where the arrest was made. The cost would be \$75 dollars per person per day for a hold in another facility. The County was currently averaging 6.4 Houston County people in the jail per day. This was a decline in numbers compared to when the jail was originally built. Currently the jail was also holding inmates from Winona, but the Winona contract would be ending soon as they were building their own jail. The County would lose the revenue from the Winona contract in 2024. The Sheriff said the day before there had been three Houston County inmates in the jail and currently there was one. The Sheriff said there were other things to consider such as meal contracts. Currently the minimum meals the current contract would allow the County to order was 15 meals per meal per day. Commissioner Schuldt said the jail was a need and not a want. He asked if other cuts could be made to the Sheriff's office budget instead of closing the jail. Commissioner Johnsons said the Commissioners should vote the following week on whether to keep the current jail open or close it and contract out the services. He said they needed to make a decision for the budget. The budget would be higher if the jail remained open. Commissioner Burns said they could either close the jail or ask each department to decrease their budget by 3%. The Sheriff asked about the possibility of keeping the jail open for at least a few more months to see how things went after the Winona contract ended. No final decisions were made on the matter.

The meeting ended at 12:07 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Dewey Severson, Chairperson

Attest: \_\_\_\_\_  
Polly Heberlein, Interim Auditor/Treasurer

# Houston County Agenda Request Form

Date Submitted: 9/21/2023

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

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

**Issue:**

Request for Appointment: As requested by the Board, Nate Barker (Wabasha County Detective) will be here to present current information related to our Regional Fraud Prevention and Investigation (FPI) program.

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

**Justification:**

**Action Requested:**

Request for Board meeting appointment

**For County Use Only**

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

**Recommendation:**

**Decision:**

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

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
September 26, 2023**

**Date Submitted: September 21, 2023  
By: Tess Kruger, HRD/Facilities Mgr.**

**ACTION  
NONE**

**APPOINTMENT REQUEST  
NONE**

**HR CONSENT AGENDA REQUEST**

**Auditor/Treasurer's Office**

- Reassign Amy Sylling from Environmental Services Technical Clerk I to a probationary 1.0 FTE Deputy Auditor/Treasurer Technical Clerk II, B22 Step 3, effective 10/09/2023
- Hire Eva Welscher as a probationary 0.5 FTE Deputy Auditor/Treasurer- License Center Technical Clerk II, B22 Step 1, effective 10/16/2023 conditioned upon successful completion of background check

**Public Health & Human Services**

- Reassign Kristen Klug from Case Aide to a probationary 1.0 FTE Eligibility Worker B24 Step 1, effective 10/09/2023
- Initiate a competitive search for a 1.0 FTE Case Aide B22

**Sheriff's Office**

- Reassign Zachary Swedberg from Sheriff's Deputy 1.0 FTE Patrol Sergeant, C43 Step 9, effective 10/08/2023

<b><u>Reviewed by:</u></b>	<div style="display: flex; justify-content: space-between;"><div><div><input checked="" type="checkbox"/> HR Director</div><div><input checked="" type="checkbox"/> Finance Director</div><div><input type="checkbox"/> IS Director</div><div><input type="checkbox"/> County Attorney</div><div><input type="checkbox"/> Environmental Svcs</div></div><div><div><input checked="" type="checkbox"/> Sheriff</div><div><input type="checkbox"/> Engineer</div><div><input checked="" type="checkbox"/> PHHS (indicate other dept)</div><div><input checked="" type="checkbox"/> A/T</div></div></div>
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## Houston County Agenda Request Form

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

Date Submitted: **18-Sep-23**

Person requesting appointment with County Board: Martin Herrick

**Issue:**

Approve Houston County Hauler Licenses for: 1) Justin Birdd, new owner of Midwest Roll Off LLC, 2) Justin Birdd, new owner of Two Guys and a Dumpster LLC, 3) Caledonia Haulers-Dennis Gavin.

**Justification:**

**Action Requested:**

Final Approval by the County Board. (Chairman Severson signs licenses.)

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 reequests and determine if the request will be heard at a County Board meeting.

**HOUSTON COUNTY  
SOLID WASTE COLLECTION AND TRANSPORTATION  
LICENSE APPLICATION**

Midwest Roll-off LAX LLC does hereby apply for a license for a term of twelve (12) months, from January 1, 2023 to December 31, 2023 to conduct the business of solid waste collection and transportation, and to that end represents and states as follows:

That said applicant makes this application pursuant to the requirements and provisions of the HOUSTON COUNTY SOLID WASTE ORDINANCE, and hereby agrees to observe and obey the same.

Dated August 24th, 2023

[Signature]  
(Signature of Applicant)

Justin K Bird  
(Applicant's Name)

Address PO Box 890 West Salem WI 54669  
(P.O. or Street) (City) (State) (ZIP)

**VERIFICATION AND INDEMNIFICATION**

STATE OF ~~MINNESOTA~~ WI  
COUNTY OF HOUSTON SS.

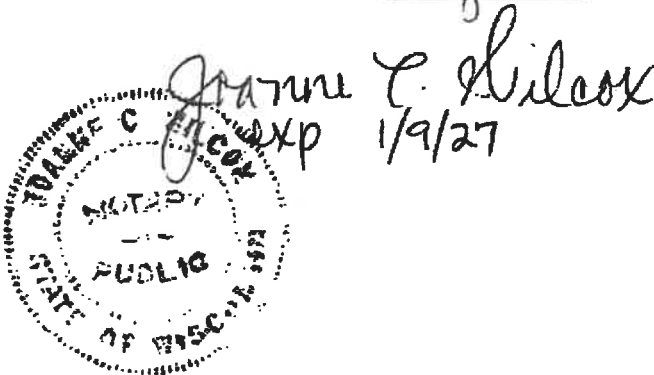
Justin K. Bird, being duly sworn, on oath states: that s/he is authorized to make this verification and indemnification; that the statements made in this application and accompanying documents are true; and that, should such license be issued, that the Board and Houston County, their directors, officers, employees, and agents shall be indemnified and held harmless from and against any and all claims or causes of action that may arise as a result of acts or omissions of the licensee; and further that this obligation to indemnify and hold harmless the Board and Houston County shall include the obligation to reimburse the Board and Houston County for reasonable attorney's fees, costs and disbursements that it may incur as a result of having to defend itself against any claim or cause of action brought against the Board and Houston County as a result of such acts or omissions.

[Signature]  
(Signature of Applicant)

{SEAL}

NOTARY PUBLIC

Subscribed and Sworn to Before Me this  
24 day of Aug, 2023



APPLICATION FOR A HOUSTON COUNTY COLLECTION  
TRANSPORTATION AND DISPOSAL LICENSE

APPLICANT INFORMATION SHEET -- (Continued)

3. Types of Generators from which Materials will be collected and transported:  
(Check all that apply)

Residential

X

Commercial Businesses

X

Industries

X

Farms

X

Hospitals, Medical, Dental or  
Veterinary Clinics

Schools, Churches, Government  
Offices or other Institutions

X

4. Attach schedule of rates and charges.

5. Vehicle fleet to be covered by license: (Attach additional report if necessary. Update  
when new vehicles are acquired.)

Make	Model	Year	License #	Capacity (cu yd)	Type (Compactor, Roll-off, other)
Kenworth		2010		68,000	
Mack		2012		68,000	
Mack		2014		68,000	

6. Describe routes that will be followed in license year between collection area and disposal facility for regular collection services (for example between Hokah and the RDF facility in La Crosse). If different routes will be used for different types of generators this must be included in the report (for example residential compared to commercial pick-ups).

**APPLICATION FOR A HOUSTON COUNTY COLLECTION  
TRANSPORTATION AND DISPOSAL LICENSE**

**APPLICANT INFORMATION SHEET – (Continued)**

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- 7. Insurance Coverages: Attach copies of certificates, policies or other instruments demonstrating insurance coverages required by Section 6.3 of the Solid Waste Ordinance.**
- 8. Annual License Fee of \$50.00 must be submitted with this Application.**
- 9. Solid Waste Collection and Transportation licenses are non-transferrable.**
- 10. County Solid Waste Collection and Transportation licenses do not supersede the need for and requirements of municipal licenses in the County.**

70513290.2

APPLICATION FOR A HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

APPLICANT INFORMATION SHEET

1. Applicant: Midwest Roll-off of LAX LLC  
*Firm Name*

Business Address: N 5628 Court Rd 2  
*Street*

Onalaska WI 54650  
*City State ZIP*

Business Phone Number: 608-790-8898

Owner(s) of Firm: \_\_\_\_\_  
*Name(s) of Person(s) or Firm(s)*

Owner's Address: \_\_\_\_\_  
*Street*

\_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
*City State ZIP*

Owner's Phone Number: 608-790-8898  
*Business Home*

2. Types of Materials for which Collection and Transportation License is requested:  
 (See definitions in Solid Waste Ordinance and check all that apply)

Acceptable Waste	<u>X</u>
Construction and Demolition Debris	<u>X</u>
Major Appliances	_____
Mixed Municipal Solid Waste	_____
Non-Processible Waste	_____
Problem Materials	_____
Recyclable Materials	_____
Unacceptable Waste	_____
Yard Waste	<u>X</u>
Other Solid Wastes	<u>X</u>



# HOUSTON COUNTY SOLID WASTE DELIVERY AGREEMENT

## PARTIES

This Waste Delivery Agreement ("Agreement"), which is effective as of April 24<sup>th</sup> 2023, is made by and between Houston County ("County"), a Minnesota county, 302 South Marshall, Caledonia, Minnesota 55921, and

Midwest Rolloff LAX LLC d/b/a  
(legal name) (the "Hauler"),

N 5628 County Hwy 2  
(address)  
Onalaska WI 54650

(sole proprietorship, partnership or corporation organized under the laws of the State of Wisconsin).

## RECITALS

WHEREAS, Houston County is party to a Solid Waste Disposal Agreement with La Crosse County, Wisconsin that requires Houston County to deliver all Acceptable Solid Waste generated in the County to the Xcel Energy Refuse-Derived Fuel ("RDF") Resource Recovery Facility ("Facility") and all Non-Processible Waste to the La Crosse County Landfill ("Landfill"), (together, the "Facilities"); and

WHEREAS, the County wishes to assure the protection of the environment and protect against environmental liability for itself and residents, businesses and institutions in the County by assuring delivery of all Acceptable and Non-Processible Waste generated in the County to the Facilities; and

WHEREAS, it is the desire of Houston County to reduce the volume of Solid Waste generated in the County and to recover resources and energy contained in such Waste to the maximum extent appropriate; and

WHEREAS, the County has the authority to enter into a delivery agreement with the Hauler, pursuant to Minn. Stat. chaps. 115A, 145A, 116 and 400; and

WHEREAS, the Hauler desires to enter into an agreement with the County to deliver Acceptable and Non-Processible Waste to the Facilities; and

**WHEREAS**, entering into this Agreement will be mutually beneficial to both the Hauler and the County by providing, among other mutual benefits, a greater certainty that such Waste collected by the Hauler will be delivered to and accepted by the Facilities.

**NOW THEREFORE**, in consideration of the promises and mutual agreements hereinafter set forth, and in order to permit Houston County to accomplish the goals and objectives set out in Minn. Stat. Chaps. 115A, 145A, 116 and 400, the parties agree as follows:

#### **ARTICLE I. TERM**

This Agreement shall commence on its effective date and continue through June 30, 2023, unless terminated earlier pursuant to this Agreement.

#### **ARTICLE II. DEFINITIONS**

- A. "Acceptable Waste" means all Solid Waste generated and collected in the Service Area except that Acceptable Waste shall not include Unacceptable Waste and Non-Processible Waste.
- B. "Facility" means the Refuse-Derived Fuel Facility constructed and operated by Xcel Energy in La Crosse, Wisconsin.
- C. "Facilities" means the Facility and the Landfill.
- D. "Hazardous Waste" is Waste that is defined as hazardous by local, Wisconsin, Minnesota or Federal law.
- E. "Holidays" are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- F. "Landfill" means the Solid Waste Landfill owned and operated by La Crosse County.
- G. "Non-Processible Waste" means Solid Waste generated and collected in the Service Area that cannot be processed by the Facility due to its physical characteristics or harmful impact on the Facility, including: steel banding; baling wire; tree trunks or logs or other bulky Waste greater than 6 inches in diameter, or 4 feet in length, or weighing over 100 pounds; propane tanks of any size; aerosol cans in quantity; pressurized tanks; fencing materials; plastics in significant quantity; major parts of motor vehicles; trailers; agricultural equipment, marine vessels or similar items; farm or other large machinery; asbestos or asbestos containing materials, contaminated soil, construction and demolition debris; and Waste, except paper products, from the following establishments: service stations, auto paint shops, chemical plants, plastic processing plants and textile plants.

- H. **"Recyclable Material"** means materials that are separated from solid waste for the purpose of recycling, including paper, glass, plastics, metals, automobile oil, and batteries.
- I. **"Service Area."** The area subject to this Agreement is all of Houston County.
- J. **"Solid Waste"** means garbage, refuse, trash, rubbish and other Waste that is not Hazardous Waste from residential, commercial, industrial, and community establishments that is generated and collected in aggregate in the Service Area, but does not include: auto hulks, street sweepings, ash, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed and disposed of as separate waste streams.
- K. **"Tipping Fee"** is the fee charged to the Hauler for use of the Facilities.
- L. **"Unacceptable Waste"** means Solid Waste that is generated and collected in the Service Area that may cause damage to or materially adversely affect the operation of the Facility and/or the Landfill as determined by the Facility, La Crosse County and Houston County, including, but not limited to:
- (i) Cleaning fluids, crank case oils, cutting oils, paints, acids, caustics, poisons or drugs.
  - (ii) Any Hazardous Waste or Waste defined as hazardous in 40 C.F.R. Section 261.3 (as amended) or by the U.S. Environmental Protection Agency, or classified as a toxic substance or toxic waste, or prohibited for incineration by any local, state or federal agency having jurisdiction over the Facility.
  - (iii) Radioactive Waste or materials or hazardous waste regulated under 52 U.S.C. Section 6921-6925 and regulations adopted thereunder, or any other Federal, state or local law.
  - (iv) "Hazardous substances" defined in 42 U.S.C. 6901 et seq. and any regulations promulgated thereunder.
  - (v) Wastes requiring special handling to comply with applicable local, state or Federal law, including (A) pathological, biological, infectious, or explosive materials; (B) oil sludges; (C) cesspool or human Waste; (D) human or animal remains or Waste.
  - (vi) Waste with excess moisture and any type of Waste either smoldering or on fire or at its kindling point or in the process of initiating combustion.

- (viii) Other materials that may be established as Unacceptable from time-to-time by La Crosse County, Houston County or the Facility.

M. "Waste" means any type of waste material.

### **ARTICLE III. REPRESENTATIONS**

#### **A. HAULER REPRESENTATIONS**

1. The Hauler is a \_\_\_\_\_  
(sole proprietorship, corporation, partnership)  
duly organized, validly existing, and properly qualified to do business under the laws of the State of Minnesota.
2. The Hauler has full power and authority to execute the Agreement and such execution constitutes a binding legal obligation of the Hauler that is fully enforceable in accordance with its terms and conditions.
3. The execution of the Agreement does not conflict with any other agreement, indenture, or instrument to which the Hauler is a party.
4. Based upon its collection and delivery records, written contracts or other evidence satisfactory to Houston County, the Hauler collects or transports an average annual tonnage of \_\_\_\_\_ of Acceptable Waste, and an average annual tonnage of \_\_\_\_\_ Non-Processible Waste in the Service Area.
5. The Hauler has or will obtain all equipment and personnel necessary to fulfill its obligations under this Agreement, and will maintain all accounting and billing systems necessary to fulfill its obligations under this Agreement and under applicable ordinances, and will further fully comply with all applicable licenses, permits, laws or ordinances, including any ordinances of the County relating to solid waste service charges.
6. In accordance with the terms of this Agreement, the Hauler is able to deliver to the Facility all Acceptable Waste and Non-Processible Waste collected by it from all of its present and future customers in the Service Area.

#### **B. BOARD REPRESENTATIONS**

1. Houston County is a Minnesota County, organized pursuant to Minnesota Statutes Chap. 373.

2. The execution of this Agreement by the Chair of Houston County has been duly authorized and approved by the Houston County Board of Commissioners.

**ARTICLE IV. COMPLIANCE WITH REGULATORY REQUIREMENTS**

A. The Hauler shall at all times operate its business of collecting, transporting and disposing of Waste in compliance with all applicable local, state, and federal laws, rules, regulations and ordinances.

B. The Hauler shall obtain and maintain all necessary licenses, permits and other authorizations required by the County, each municipality or township within the County, the Minnesota Pollution Control Agency ("MPCA") and any other governmental agency having jurisdiction over its activities.

C. The Hauler shall collect any service charges from its customers that are assessed by the County upon waste generators within the Service Area, and required to be collected by Hauler.

**ARTICLE V. OPERATIONS**

**A. DELIVERY OF ACCEPTABLE WASTE AND NON-PROCESSIBLE WASTE**

1. Except as otherwise provided in this Agreement, the Hauler agrees to deliver any and all Acceptable Waste that it collects in the Service Area to the Facility. Hauler further agrees to deliver any and all Non-Processible Waste that it collects in the Service Area to the Landfill. Hauler will notify Houston County in writing if Hauler anticipates substantial changes in the anticipated tonnage or type of Waste to be delivered to the Facilities at least two (2) weeks in advance. The Hauler agrees that it will not deliver Acceptable or Non-Processible Waste generated in the Service Area to another facility unless directed by Houston County to do so.
2. The Hauler must deliver directly to the Facilities.
3. The Hauler agrees not to deliver any Unacceptable Waste to the Facilities. The Facility will not accept any Waste that does not constitute Acceptable Waste. The Facilities shall have the right, but not the obligation, to inspect all vehicles delivering Waste to the Facilities. No inspection by the Facilities shall limit the obligation of the Hauler to deliver only

**Acceptable Waste to the Facility and Non-Processible Waste to the Landfill.**

4. The Hauler agrees that it will not mix Waste generated outside the Service Area with Waste generated inside the Service Area, unless mutually agreed to in writing by the parties. The Hauler agrees that the Facilities shall reject any and all loads containing Waste generated outside the Service Area that have not received the prior written approval of Houston County.
5. The Hauler is not obligated by this Agreement to deliver to the Facility Recyclable Materials that have been separated from the Acceptable Waste for recycling, or yard waste separated from Acceptable Waste for delivery to a yard waste facility. The Hauler shall deliver separated Recyclable Materials only to a recycling facility or market where no more than Fifteen Percent (15%) by volume of all Recyclable Materials received results in residue that is not recycled. Upon request of Houston County, the Hauler shall provide documentation to Houston County that demonstrates compliance with this paragraph.
6. If the Hauler separates Recyclable Materials from Acceptable Waste, the Hauler shall ensure that residual materials left after such separation shall be delivered to the Facility, unless they constitute Non-Processible or Unacceptable Waste. If such residuals are Non-Processible Waste, they shall be delivered to the Landfill.

**B. REJECTION OF DELIVERIES AND RESPONSIBILITIES FOR HAZARDOUS, UNACCEPTABLE AND OUT-OF-SERVICE AREA WASTE**

A delivery of Waste may be rejected at the Facilities under one or more of the following circumstances:

1. The Hauler may be denied entrance if Waste is delivered at hours other than those specified herein, unless permission has otherwise been granted as provided herein.
2. The Hauler shall be denied entrance if it has not paid the Tipping Fee.
3. The Hauler may be denied entrance if there is a reasonable basis to believe that a vehicle contains Hazardous Waste, a significant amount of other Unacceptable Waste, or Waste generated outside the Service Area that has not been agreed to in writing by Houston County. At the Hauler's expense, the facility operator may require the Hauler to recover and dispose of

waste deposited that contains Hazardous Waste, significant amounts of other Unacceptable Waste (including Acceptable Waste contaminated by Unacceptable Waste) or Waste generated outside the Service Area that has not received written approval of Houston County. If the operator has reasonable, factual information indicating that Hazardous Waste, Unacceptable Waste or Waste generated outside the Service Area was delivered by the Hauler, and the Hauler has left the Facility tipping floor or Landfill tipping area, the Hauler agrees to return and remove such Waste, and dispose of it in accordance with all applicable federal, state and local laws. Any Waste deposited and later removed by Hauler at the direction of the facility operator shall be charged the appropriate tipping fee. Hauler agrees to report to Houston County in writing within one (1) week the ultimate disposition, including facility name and location, of any Waste that was denied entrance at the facilities, or that was deposited and rejected by the facility, and was recovered and disposed of elsewhere by the Hauler.

In the event Waste is rejected by the facility operator, the Hauler shall be provided with documentation certifying the rejection and reasons therefore. All costs of removal and disposal of waste under such circumstances shall be borne by the Hauler.

**C. GENERAL DELIVERY REQUIREMENTS**

1. The Hauler agrees that it shall comply with such reasonable rules and regulations regarding the use of the Facilities as the Facilities may periodically adopt.
2. Subject to special notice from Houston County, the Hauler may deliver waste to the Facility between 7:10 a.m. and 3:00 p.m. Monday through Friday, excluding Holidays; and to the Landfill between 7 a.m. to 4 p.m. Monday through Friday, excluding holidays, during the period of April 1 through October 31, and between 7:30 a.m. and 3:30 p.m., excluding holidays, during the period of November 1 through March 31.
3. Subject to applicable ordinances and in the event of a natural disaster or other emergency, delivery hours and days of the Facilities may be adjusted, and written or verbal notice of such adjustment will be provided to the Hauler as soon as possible.
4. All Hauler vehicles that deliver Waste to the Facilities shall prominently display on the outside of the vehicle the County identification license decal as assigned by County licensing provisions. Hauler shall follow such other identification procedures as Houston County or the Facilities may require.

5. The Hauler, acting through its drivers, shall state the origin by county and municipality or township of collected Waste on the Facility scale ticket at time of delivery to the Facilities, and the percentage that was collected in Houston County.
6. At its expense, the Hauler shall be solely responsible for the provision of all personnel and equipment necessary to transport all Waste delivered under this Agreement and to deliver the same to the Facilities in accordance with such regulations established by La Crosse County, the Facility and Houston County from time to time.

#### **ARTICLE VI. TIPPING FEES**

A. The Tipping Fees for delivery of Acceptable Waste to the Facilities shall be then current tipping fee charged by the Facilities, which by agreement with La Crosse County shall be the same for all Haulers. The Tipping Fee at the Facility is currently Sixty-One Dollars (\$61.00) per ton. The Tipping Fee at the Landfill is currently Fifty-Nine Dollars (\$59.00) per ton. Houston County agrees to notify the Hauler in writing at least thirty (30) days prior to the effective date of an adjustment of the Tipping Fee at the Facilities.

B. In addition to the Tipping Fee, Hauler shall pay all applicable taxes, surcharges and other fees established by the State of Wisconsin or other governmental body having jurisdiction.

C. The Hauler agrees to comply with such reasonable billing, payment and service fee collection procedures as the Facility operator, or La Crosse or Houston County may periodically adopt.

D. For purposes of determining the amounts due, the number of tons of Waste delivered to and accepted at the Facilities or any alternative facilities designated by Houston County during the month, shall be established by the weight records from the scales at the Facilities. In the event the scales are down, cubic yards will be converted into weights following the procedures set forth in the Minnesota Department of Revenue regulations for collecting landfill fees and taxes.

E. By entering into this Agreement, Hauler shall be eligible to participate in any Resource Recovery Credit or Rebate Program established by the County. Haulers not entering into this Agreement shall not be eligible for such Credit or Rebate. Such Program, if established, could include Credits or Rebates to cities or towns within the County that directly pay for disposal of Acceptable and Non-Processible Waste.



**ARTICLE VII. NOTICE REQUIREMENTS**

A. Houston County may not arbitrarily terminate, suspend, or curtail services provided to the Hauler under this Agreement without the consent of the Hauler or without just cause.

B. Houston County shall notify the Hauler in writing by certified mail if the Facilities add any chemicals or other substances to the definitions of Non-Processible and Unacceptable Waste.

**ARTICLE VIII. DEFAULT**

**A. HAULER DEFAULT**

Any of the following shall constitute default by the Hauler:

1. Failure to comply with all legally applicable laws, ordinances, rules and regulations relating to waste hauling, including the County's solid waste and service charge ordinances;
2. Failure to maintain insurance as required by this Agreement;
3. Hauling Acceptable Waste to a landfill or a site other than the Facility, and hauling Non-Processible Waste to a landfill or site other than the Landfill, unless directed to or agreed to by Houston County.
4. Delivery of Hazardous Waste, Unacceptable Waste or Waste generated outside the Service Area that has not received the written approval of Houston County to the Facilities, and failure to comply with rejection procedures provided for in Article V.B.;
5. Failure to make timely payment of Tipping Fees;
6. Persistent and repeated failure to fulfill any of its material obligations under this Agreement;
7. If the Hauler enters voluntary bankruptcy or insolvency, or seeks reorganization, arrangement, adjustment or composition under the federal Bankruptcy Code or any other applicable federal or state law [or makes any general assignment for the benefit of its creditors without complying with the provisions in Article X.D regarding transfers and assignments] or suffers any order for relief under the federal Bankruptcy Code or any order

adjudicating it to be bankrupt or insolvent, or appointing a receiver, liquidator, assignee for the benefit of creditors, trustee, sequestrator or other similar official for the Hauler which prevents or impairs the Hauler's ability to perform all terms and conditions of this Agreement; or

8. Transfer of any interest under this Agreement, whether by subcontract, assignment or novation, in violation of Article X.D.

**B. BOARD DEFAULT**

The following shall constitute a default by Houston County:

The persistent or repeated failure to fulfill any of its material obligations under this Agreement.

**C. DEFAULT REMEDIES**

Upon the occurrence of an event of Default, the non-defaulting party shall provide written notice of the default to the defaulting party. If the defaulting party has not cured the default within thirty (30) days of the date of the notice of default, the non-defaulting party may pursue any available remedy by suit at law or equity to enforce the covenants of the defaulting party herein, including such appropriate judicial proceedings as the non-defaulting party shall deem most effective to protect and enforce or aid in the protection and enforcement of the covenants and agreements in this Agreement. Houston County retains the right to enforce against the Hauler all applicable ordinances, regulations, statutes or permits, including any ordinances that require Hauler to collect a service charge on Solid Waste generated in the Service Area.

**D. MANNER OF EXERCISE**

Unless otherwise stated, no Agreement remedy conferred upon or reserved to the parties is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy of the parties given now or hereafter existing at law, or in equity or by statute. The assertion or employment of any right or remedy hereunder shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and so often as may be deemed expedient by Houston County.

**E. ATTORNEYS' FEES AND EXPENSES**

If an Event of Default occurs and the non-defaulting party should employ attorneys or incur other expenses for the collection of any sums owing to the non-defaulting party under this Agreement, or in the enforcement of performance of any obligation or agreement on the part of the defaulting party, the defaulting party will, on demand, pay to the non-defaulting party the reasonable fee of such attorneys and such other expenses so incurred if the non-defaulting party prevails in its action.

**F. COUNTY ENFORCEMENT OF AGREEMENT**

Houston County may enforce this Agreement by seeking temporary and permanent injunctive relief, and Houston County may avail itself of any other remedies provided by law. In the event Hauler breaches this Agreement by delivering waste to a facility not authorized hereunder, and if, after notice by Houston County, Hauler continues to deliver waste in violation of the Agreement, the Hauler will be liable to Houston County for the reasonable legal fees and costs of suit incurred by Houston County in connection with enforcement of the Agreement.

**ARTICLE IX. INDEMNIFICATION AND INSURANCE****A. INDEMNIFICATION OF COUNTY**

The Hauler shall indemnify, defend, save, and hold harmless Houston County, and its agents, elected officials and employees from all claims, damages, losses, liabilities, costs, expenses and lawsuits (including reasonable attorneys fees and costs) whatsoever arising out of any act or omission on the part of the Hauler or its contractors, agents, servants or employees in the performance of or in relation to any of the actions, work or services to be performed or furnished by the Hauler under the terms of this Agreement.

The Hauler hereby waives any liability claims or causes of action arising from the existence of or enforcement of County ordinances, resolutions, policies, contracts, or other actions controlling the collection, disposal or other handling of Waste. This waiver specifically extends to the predecessor individuals, partnerships, corporations or other entities of the Hauler. The Hauler further agrees that it will not assert any claim that the provisions of this Agreement or any County ordinance related thereto is unconstitutional, and should any other individual establish such in any court of law, the Hauler will not claim any damages.

**B. INDEMNIFICATION OF HAULER**

Except as otherwise provided in this Agreement, Houston County shall indemnify the Hauler for any damages, including reasonable costs of defense, for the negligence of Houston County, its employees or agents arising from the violation of any representation, covenant or condition of this Agreement.

The parties agree that the exceptions from the tort liability and immunity accorded Houston County pursuant to Minn. Stat. §466.03, and as subsequently amended, shall continue in full force and effect. Nothing in this Agreement shall waive, or be deemed or constructed to waive the exceptions from tort liability and immunity accorded Houston County by Minn. Stat. §466.03, as amended.

**C. INSURANCE**

During the term of this Agreement, the Hauler shall obtain and keep in force the types and amounts of insurance required pursuant to the County's solid waste ordinance.

**ARTICLE X. MISCELLANEOUS****A. AUDIT**

All books, records, documents and accounting procedures and practices of the Hauler relevant to this Agreement are subject to examination by Houston County and the State Auditor, as appropriate. Houston County will provide reasonable notice prior to Houston County's examination of the above listed items.

**B. NOTICE**

All written notices required by this Agreement shall be either hand delivered or mailed to the Hauler and Houston County at the following address or such other address as may be provided in writing to the other party from time to time:

Director  
Houston County Environmental Services  
304 South Marshall  
Caledonia, MN 55921

Hauler:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. RELATIONSHIP OF THE PARTIES**

For the purposes of this Agreement, the Hauler shall be deemed to be an independent contractor and not an employee of Houston County. The Hauler shall maintain, at its own expense, all equipment and personnel necessary to fulfill its obligations under this Agreement. Any and all agents, servants, or employees of the Hauler or other persons, while engaged in the performance of any work or services required to be performed under this Agreement, shall not be considered employees of Houston County, and any and all claims that may or might arise against the County, its agents, servants or employees as a consequence of any act or omission on the part of the Hauler, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of Houston County. The Hauler, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of Board employees except as otherwise may be stated herein.

**D. ASSIGNMENT**

Hauler shall notify Houston County in writing of its intent to assign or transfer all or a portion of its hauling business or assets in the Service Area at least 60 days prior to completing such an assignment or transfer. Upon such transfer or assignment, the assignee/transferee shall be bound by the covenants herein and no such assignment/transfer shall be permissible unless the assignee consents to be bound by the terms of this Agreement.

**E. SURVIVAL INDEMNITIES**

The indemnities of the parties under Sections IX.A and IX.B of this Agreement, and the remedies of either party for the breach of such indemnities by the other party, shall survive the execution and term of this Agreement.

**F. WAIVER**

The waiver of any of the rights and/or remedies arising under the terms of the Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies with respect to any subsequent breach or default of the terms of the Agreement. The rights and remedies provided under the terms of the Agreement are cumulative and not mutually exclusive.

**G. EQUAL OPPORTUNITY LAWS**

The Hauler agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders prohibiting unlawful discrimination on account of race, color, creed, national origin, sex, marital status, status with regard to public assistance, membership on a local human rights board, disability, sexual orientation or age.

**H. ENTIRE AGREEMENT**

The Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

**I. GOVERNING LAW AND VENUE**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota, without regard to conflicts of laws principles. Any litigation related to this contract shall be venued in the Third Judicial District of Minnesota District Court in Houston County.

**J. ALTERATION CLAUSE**

Any alteration, modification, amendment or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by each of the parties.

**K. EARLY TERMINATION**

1. In the event that the Hauler and Houston County mutually agree in writing to terminate this Agreement, such termination shall take effect immediately, in which event neither party shall have any further rights against the other party.
2. In the event the Facilities permanently cease operations, this Agreement may be terminated by Houston County by written notice specifying the termination date. In this event, neither party shall have any further rights against the other party.
3. In the event of a default that is not cured by the defaulting party within the thirty (30) day period pursuant to Article VIII.C., the non-defaulting party may terminate this Agreement upon written notice to the party in default.

**L. UNFORESEEN CIRCUMSTANCES**

The inability of either party to perform any obligation under this Agreement due to an Unforeseen Circumstance shall not constitute a breach of any such obligation during the pendency of the Unforeseen Circumstance. "Unforeseen Circumstance" means any act, event or condition that has had, or will have, a material adverse effect on the rights or obligations of the Hauler or Houston County under this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events may include, but shall not be limited to, and are qualified by the following:

1. An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Facilities) such as a landslide, lightning, tornado, flood, fire, explosion, sabotage or similar occurrence; acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
2. The non-issuance, suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval essential to the operation of the Facilities; provided that such act or event shall not be the result of the willful or negligent action or inaction of the party relying thereon and that neither the contesting in good faith of any such order nor the reasonable failure to so contest shall be construed as a willful or negligent action or inaction of such party;
3. A change in law which prohibits or substantially prohibits the cost effective operation of the Facilities;
4. The failure of any appropriate federal, state, county, or city public agency or private utility, having operational jurisdiction in the area in which the Facilities are located, to provide and maintain utilities, services, water and sewer lines, and power transmission lines to the Facilities site which are required for and essential to the operation of the Facilities; and
5. The failure of any subcontractor or supplier to furnish labor, services, materials or equipment during the term of this Agreement provided that such failure is caused by an Unforeseen Circumstance and materially adversely affects the Hauler's ability to perform its obligations, and the Hauler is not able reasonably to obtain substitute labor, services, materials or equipment during the term of this Agreement. Strikes by the Hauler's employees, employees of subcontractors or failure of any supplier, uncontrolled by the Hauler, to furnish labor, services, materials or equipment during the term of this Agreement due to strikes by their employees shall not constitute an Unforeseen Circumstance.

**M. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

N. EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date below.

HOUSTON COUNTY

HAULER

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: Justin E Birck

Dated: \_\_\_\_\_

Dated: August 24<sup>th</sup> 2023



**HOUSTON COUNTY  
SOLID WASTE COLLECTION AND TRANSPORTATION  
LICENSE APPLICATION**

Two Guys And A Dumpster LLC does hereby apply for a license for a term of twelve (12) months, from January 1, 2023 to December 31, 2023 to conduct the business of solid waste collection and transportation, and to that end represents and states as follows:

That said applicant makes this application pursuant to the requirements and provisions of the HOUSTON COUNTY SOLID WASTE ORDINANCE, and hereby agrees to observe and obey the same.

Dated August 24<sup>th</sup>, 2023

[Signature]  
(Signature of Applicant)

Justin K Bird  
(Applicant's Name)

Address PO Box 890 West Salem WI 54669  
(P.O. or Street) (City) (State) (ZIP)

**VERIFICATION AND INDEMNIFICATION**

STATE OF MINNESOTA  
COUNTY OF HOUSTON SS.

Justin K. Bird, being duly sworn, on oath states: that s/he is authorized to make this verification and indemnification; that the statements made in this application and accompanying documents are true; and that, should such license be issued, that the Board and Houston County, their directors, officers, employees, and agents shall be indemnified and held harmless from and against any and all claims or causes of action that may arise as a result of acts or omissions of the licensee; and further that this obligation to indemnify and hold harmless the Board and Houston County shall include the obligation to reimburse the Board and Houston County for reasonable attorney's fees, costs and disbursements that it may incur as a result of having to defend itself against any claim or cause of action brought against the Board and Houston County as a result of such acts or omissions.

[Signature]  
(Signature of Applicant)

NOTARY PUBLIC

{SEAL}

Subscribed and Sworn to Before Me this  
24 day of August, 2023

Joanne C. Hilcox



APPLICATION FOR A HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

APPLICANT INFORMATION SHEET

1. Applicant: Two Guys And A Dumpster LLC  
~~First Off of LAX LLC~~  
 Firm Name

Business Address: N 5628 County Rd 2  
 Street

Onalaska NE 54650  
 City State ZIP

Business Phone Number: \_\_\_\_\_

Owner(s) of Firm: Justin K Birn  
 Name(s) of Person(s) or Firm(s)

Owner's Address: W 3751 Western Hills Dr  
 Street

West Salem NE 54669  
 City State ZIP

Owner's Phone Number: 608-790-8898  
 Business Home

2. Types of Materials for which Collection and Transportation License is requested:  
 (See definitions in Solid Waste Ordinance and check all that apply)

Acceptable Waste X

Construction and Demolition Debris X

Major Appliances \_\_\_\_\_

Mixed Municipal Solid Waste \_\_\_\_\_

Non-Processible Waste \_\_\_\_\_

Problem Materials \_\_\_\_\_

Recyclable Materials \_\_\_\_\_

Unacceptable Waste \_\_\_\_\_

Yard Waste X

Other Solid Wastes X

**APPLICATION FOR A HOUSTON COUNTY COLLECTION  
TRANSPORTATION AND DISPOSAL LICENSE**

**APPLICANT INFORMATION SHEET – (Continued)**

3. Types of Generators from which Materials will be collected and transported:  
(Check all that apply)

Residential	<u>X</u>
Commercial Businesses	<u>X</u>
Industries	<u>X</u>
Farms	<u>X</u>
Hospitals, Medical, Dental or Veterinary Clinics	<u>          </u>
Schools, Churches, Government Offices or other Institutions	<u>X</u>

4. Attach schedule of rates and charges.

5. Vehicle fleet to be covered by license: (Attach additional report if necessary. Update when new vehicles are acquired.)

Make	Model	Year	License #	Capacity (cu yd)	Type (Compactor, Roll-off, other)
<del>TK</del> Tk	Steel	2000	LB11484	68,000	Roll off
Kendworth		2018	HD34371	58,000	Roll off
Intrepid		2022	MC11616	68,000	Roll off

6. Describe routes that will be followed in license year between collection area and disposal facility for regular collection services (for example between Hokah and the RDF facility in La Crosse). If different routes will be used for different types of generators this must be included in the report (for example residential compared to commercial pick-ups).

**APPLICATION FOR A HOUSTON COUNTY COLLECTION  
TRANSPORTATION AND DISPOSAL LICENSE**

**APPLICANT INFORMATION SHEET – (Continued)**

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7. **Insurance Coverages:** Attach copies of certificates, policies or other instruments demonstrating insurance coverages required by Section 6.3 of the Solid Waste Ordinance.
8. **Annual License Fee of \$50.00** must be submitted with this Application.
9. **Solid Waste Collection and Transportation licenses** are non-transferrable.
10. **County Solid Waste Collection and Transportation licenses** do not supersede the need for and requirements of municipal licenses in the County.

70513290.2

# HOUSTON COUNTY SOLID WASTE DELIVERY AGREEMENT

## PARTIES

This Waste Delivery Agreement ("Agreement"), which is effective as of August 24<sup>th</sup> 2023, is made by and between Houston County ("County"), a Minnesota county, 362 South Marshall, Caledonia, Minnesota 55921, and

Two Guys And A Dumpster LLC d/b/a  
(legal name) (the "Hauler"),

N 5628 County Hwy 2  
(address)  
Onalaska WI 54650

(sole proprietorship, partnership or corporation organized under the laws of the State of WISCONSIN).

## RECITALS

WHEREAS, Houston County is party to a Solid Waste Disposal Agreement with La Crosse County, Wisconsin that requires Houston County to deliver all Acceptable Solid Waste generated in the County to the Xcel Energy Refuse-Derived Fuel ("RDF") Resource Recovery Facility ("Facility") and all Non-Processible Waste to the La Crosse County Landfill ("Landfill"), (together, the "Facilities"); and

WHEREAS, the County wishes to assure the protection of the environment and protect against environmental liability for itself and residents, businesses and institutions in the County by assuring delivery of all Acceptable and Non-Processible Waste generated in the County to the Facilities; and

WHEREAS, it is the desire of Houston County to reduce the volume of Solid Waste generated in the County and to recover resources and energy contained in such Waste to the maximum extent appropriate; and

WHEREAS, the County has the authority to enter into a delivery agreement with the Hauler, pursuant to Minn. Stat. chaps. 115A, 145A, 116 and 400; and

WHEREAS, the Hauler desires to enter into an agreement with the County to deliver Acceptable and Non-Processible Waste to the Facilities; and

**WHEREAS**, entering into this Agreement will be mutually beneficial to both the Hauler and the County by providing, among other mutual benefits, a greater certainty that such Waste collected by the Hauler will be delivered to and accepted by the Facilities.

**NOW THEREFORE**, in consideration of the promises and mutual agreements hereinafter set forth, and in order to permit Houston County to accomplish the goals and objectives set out in Minn. Stat. Chaps. 115A, 145A, 116 and 400, the parties agree as follows:

#### **ARTICLE I. TERM**

This Agreement shall commence on its effective date and continue through June 30, 2023, unless terminated earlier pursuant to this Agreement.

#### **ARTICLE II. DEFINITIONS**

- A. **"Acceptable Waste"** means all Solid Waste generated and collected in the Service Area except that Acceptable Waste shall not include Unacceptable Waste and Non-Processible Waste.
- B. **"Facility"** means the Refuse-Derived Fuel Facility constructed and operated by Xcel Energy in La Crosse, Wisconsin.
- C. **"Facilities"** means the Facility and the Landfill.
- D. **"Hazardous Waste"** is Waste that is defined as hazardous by local, Wisconsin, Minnesota or Federal law.
- E. **"Holidays"** are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- F. **"Landfill"** means the Solid Waste Landfill owned and operated by La Crosse County.
- G. **"Non-Processible Waste"** means Solid Waste generated and collected in the Service Area that cannot be processed by the Facility due to its physical characteristics or harmful impact on the Facility, including: steel banding; baling wire; tree trunks or logs or other bulky Waste greater than 6 inches in diameter, or 4 feet in length, or weighing over 100 pounds; propane tanks of any size; aerosol cans in quantity; pressurized tanks; fencing materials; plastics in significant quantity; major parts of motor vehicles; trailers; agricultural equipment, marine vessels or similar items; farm or other large machinery; asbestos or asbestos containing materials, contaminated soil, construction and demolition debris; and Waste, except paper products, from the following establishments: service stations, auto paint shops, chemical plants, plastic processing plants and textile plants.

- H. **"Recyclable Material"** means materials that are separated from solid waste for the purpose of recycling, including paper, glass, plastics, metals, automobile oil, and batteries.
- I. **"Service Area."** The area subject to this Agreement is all of Houston County.
- J. **"Solid Waste"** means garbage, refuse, trash, rubbish and other Waste that is not Hazardous Waste from residential, commercial, industrial, and community establishments that is generated and collected in aggregate in the Service Area, but does not include: auto hulks, street sweepings, ash, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed and disposed of as separate waste streams.
- K. **"Tipping Fee"** is the fee charged to the Hauler for use of the Facilities.
- L. **"Unacceptable Waste"** means Solid Waste that is generated and collected in the Service Area that may cause damage to or materially adversely affect the operation of the Facility and/or the Landfill as determined by the Facility, La Crosse County and Houston County, including, but not limited to:
- (i) Cleaning fluids, crank case oils, cutting oils, paints, acids, caustics, poisons or drugs.
  - (ii) Any Hazardous Waste or Waste defined as hazardous in 40 C.F.R. Section 261.3 (as amended) or by the U.S. Environmental Protection Agency, or classified as a toxic substance or toxic waste, or prohibited for incineration by any local, state or federal agency having jurisdiction over the Facility.
  - (iii) Radioactive Waste or materials or hazardous waste regulated under 52 U.S.C. Section 6921-6925 and regulations adopted thereunder, or any other Federal, state or local law.
  - (iv) "Hazardous substances" defined in 42 U.S.C. 6901 et seq. and any regulations promulgated thereunder.
  - (v) Wastes requiring special handling to comply with applicable local, state or Federal law, including (A) pathological, biological, infectious, or explosive materials; (B) oil sludges; (C) cesspool or human Waste; (D) human or animal remains or Waste.
  - (vi) Waste with excess moisture and any type of Waste either smoldering or on fire or at its kindling point or in the process of initiating combustion.

- (viii) Other materials that may be established as Unacceptable from time-to-time by La Crosse County, Houston County or the Facility.

M. "Waste" means any type of waste material.

### **ARTICLE III. REPRESENTATIONS**

#### **A. HAULER REPRESENTATIONS**

1. The Hauler is a \_\_\_\_\_  
(sole proprietorship, corporation, partnership)  
duly organized, validly existing, and properly qualified to do business under the laws of the State of Minnesota.
2. The Hauler has full power and authority to execute the Agreement and such execution constitutes a binding legal obligation of the Hauler that is fully enforceable in accordance with its terms and conditions.
3. The execution of the Agreement does not conflict with any other agreement, indenture, or instrument to which the Hauler is a party.
4. Based upon its collection and delivery records, written contracts or other evidence satisfactory to Houston County, the Hauler collects or transports an average annual tonnage of 7 of Acceptable Waste, and an average annual tonnage of 7 Non-Processible Waste in the Service Area.
5. The Hauler has or will obtain all equipment and personnel necessary to fulfill its obligations under this Agreement, and will maintain all accounting and billing systems necessary to fulfill its obligations under this Agreement and under applicable ordinances, and will further fully comply with all applicable licenses, permits, laws or ordinances, including any ordinances of the County relating to solid waste service charges.
6. In accordance with the terms of this Agreement, the Hauler is able to deliver to the Facility all Acceptable Waste and Non-Processible Waste collected by it from all of its present and future customers in the Service Area.

#### **B. BOARD REPRESENTATIONS**

1. Houston County is a Minnesota County, organized pursuant to Minnesota Statutes Chap. 373.



2. The execution of this Agreement by the Chair of Houston County has been duly authorized and approved by the Houston County Board of Commissioners.

**ARTICLE IV. COMPLIANCE WITH REGULATORY REQUIREMENTS**

A. The Hauler shall at all times operate its business of collecting, transporting and disposing of Waste in compliance with all applicable local, state, and federal laws, rules, regulations and ordinances.

B. The Hauler shall obtain and maintain all necessary licenses, permits and other authorizations required by the County, each municipality or township within the County, the Minnesota Pollution Control Agency ("MPCA") and any other governmental agency having jurisdiction over its activities.

C. The Hauler shall collect any service charges from its customers that are assessed by the County upon waste generators within the Service Area, and required to be collected by Hauler.

**ARTICLE V. OPERATIONS**

**A. DELIVERY OF ACCEPTABLE WASTE AND NON-PROCESSIBLE WASTE**

1. Except as otherwise provided in this Agreement, the Hauler agrees to deliver any and all Acceptable Waste that it collects in the Service Area to the Facility. Hauler further agrees to deliver any and all Non-Processible Waste that it collects in the Service Area to the Landfill. Hauler will notify Houston County in writing if Hauler anticipates substantial changes in the anticipated tonnage or type of Waste to be delivered to the Facilities at least two (2) weeks in advance. The Hauler agrees that it will not deliver Acceptable or Non-Processible Waste generated in the Service Area to another facility unless directed by Houston County to do so.
2. The Hauler must deliver directly to the Facilities.
3. The Hauler agrees not to deliver any Unacceptable Waste to the Facilities. The Facility will not accept any Waste that does not constitute Acceptable Waste. The Facilities shall have the right, but not the obligation, to inspect all vehicles delivering Waste to the Facilities. No inspection by the Facilities shall limit the obligation of the Hauler to deliver only

Acceptable Waste to the Facility and Non-Processible Waste to the Landfill.

4. The Hauler agrees that it will not mix Waste generated outside the Service Area with Waste generated inside the Service Area, unless mutually agreed to in writing by the parties. The Hauler agrees that the Facilities shall reject any and all loads containing Waste generated outside the Service Area that have not received the prior written approval of Houston County.
5. The Hauler is not obligated by this Agreement to deliver to the Facility Recyclable Materials that have been separated from the Acceptable Waste for recycling, or yard waste separated from Acceptable Waste for delivery to a yard waste facility. The Hauler shall deliver separated Recyclable Materials only to a recycling facility or market where no more than Fifteen Percent (15%) by volume of all Recyclable Materials received results in residue that is not recycled. Upon request of Houston County, the Hauler shall provide documentation to Houston County that demonstrates compliance with this paragraph.
6. If the Hauler separates Recyclable Materials from Acceptable Waste, the Hauler shall ensure that residual materials left after such separation shall be delivered to the Facility, unless they constitute Non-Processible or Unacceptable Waste. If such residuals are Non-Processible Waste, they shall be delivered to the Landfill.

**B. REJECTION OF DELIVERIES AND RESPONSIBILITIES FOR HAZARDOUS, UNACCEPTABLE AND OUT-OF-SERVICE AREA WASTE**

A delivery of Waste may be rejected at the Facilities under one or more of the following circumstances:

1. The Hauler may be denied entrance if Waste is delivered at hours other than those specified herein, unless permission has otherwise been granted as provided herein.
2. The Hauler shall be denied entrance if it has not paid the Tipping Fee.
3. The Hauler may be denied entrance if there is a reasonable basis to believe that a vehicle contains Hazardous Waste, a significant amount of other Unacceptable Waste, or Waste generated outside the Service Area that has not been agreed to in writing by Houston County. At the Hauler's expense, the facility operator may require the Hauler to recover and dispose of

waste deposited that contains Hazardous Waste, significant amounts of other Unacceptable Waste (including Acceptable Waste contaminated by Unacceptable Waste) or Waste generated outside the Service Area that has not received written approval of Houston County. If the operator has reasonable, factual information indicating that Hazardous Waste, Unacceptable Waste or Waste generated outside the Service Area was delivered by the Hauler, and the Hauler has left the Facility tipping floor or Landfill tipping area, the Hauler agrees to return and remove such Waste, and dispose of it in accordance with all applicable federal, state and local laws. Any Waste deposited and later removed by Hauler at the direction of the facility operator shall be charged the appropriate tipping fee. Hauler agrees to report to Houston County in writing within one (1) week the ultimate disposition, including facility name and location, of any Waste that was denied entrance at the facilities, or that was deposited and rejected by the facility, and was recovered and disposed of elsewhere by the Hauler.

In the event Waste is rejected by the facility operator, the Hauler shall be provided with documentation certifying the rejection and reasons therefore. All costs of removal and disposal of waste under such circumstances shall be borne by the Hauler.

**C. GENERAL DELIVERY REQUIREMENTS**

1. The Hauler agrees that it shall comply with such reasonable rules and regulations regarding the use of the Facilities as the Facilities may periodically adopt.
2. Subject to special notice from Houston County, the Hauler may deliver waste to the Facility between 7:10 a.m. and 3:00 p.m. Monday through Friday, excluding Holidays; and to the Landfill between 7 a.m. to 4 p.m. Monday through Friday, excluding holidays, during the period of April 1 through October 31, and between 7:30 a.m. and 3:30 p.m., excluding holidays, during the period of November 1 through March 31.
3. Subject to applicable ordinances and in the event of a natural disaster or other emergency, delivery hours and days of the Facilities may be adjusted, and written or verbal notice of such adjustment will be provided to the Hauler as soon as possible.
4. All Hauler vehicles that deliver Waste to the Facilities shall prominently display on the outside of the vehicle the County Identification license decal as assigned by County licensing provisions. Hauler shall follow such other identification procedures as Houston County or the Facilities may require.

5. The Hauler, acting through its drivers, shall state the origin by county and municipality or township of collected Waste on the Facility scale ticket at time of delivery to the Facilities, and the percentage that was collected in Houston County.
6. At its expense, the Hauler shall be solely responsible for the provision of all personnel and equipment necessary to transport all Waste delivered under this Agreement and to deliver the same to the Facilities in accordance with such regulations established by La Crosse County, the Facility and Houston County from time to time.

#### **ARTICLE VI. TIPPING FEES**

A. The Tipping Fees for delivery of Acceptable Waste to the Facilities shall be then current tipping fee charged by the Facilities, which by agreement with La Crosse County shall be the same for all Haulers. The Tipping Fee at the Facility is currently Sixty-One Dollars (\$61.00) per ton. The Tipping Fee at the Landfill is currently Fifty-Nine Dollars (\$59.00) per ton. Houston County agrees to notify the Hauler in writing at least thirty (30) days prior to the effective date of an adjustment of the Tipping Fee at the Facilities.

B. In addition to the Tipping Fee, Hauler shall pay all applicable taxes, surcharges and other fees established by the State of Wisconsin or other governmental body having jurisdiction.

C. The Hauler agrees to comply with such reasonable billing, payment and service fee collection procedures as the Facility operator, or La Crosse or Houston County may periodically adopt.

D. For purposes of determining the amounts due, the number of tons of Waste delivered to and accepted at the Facilities or any alternative facilities designated by Houston County during the month, shall be established by the weight records from the scales at the Facilities. In the event the scales are down, cubic yards will be converted into weights following the procedures set forth in the Minnesota Department of Revenue regulations for collecting landfill fees and taxes.

E. By entering into this Agreement, Hauler shall be eligible to participate in any Resource Recovery Credit or Rebate Program established by the County. Haulers not entering into this Agreement shall not be eligible for such Credit or Rebate. Such Program, if established, could include Credits or Rebates to cities or towns within the County that directly pay for disposal of Acceptable and Non-Processible Waste.

**ARTICLE VII. NOTICE REQUIREMENTS**

A. Houston County may not arbitrarily terminate, suspend, or curtail services provided to the Hauler under this Agreement without the consent of the Hauler or without just cause.

B. Houston County shall notify the Hauler in writing by certified mail if the Facilities add any chemicals or other substances to the definitions of Non-Processible and Unacceptable Waste.

**ARTICLE VIII. DEFAULT**

**A. HAULER DEFAULT**

Any of the following shall constitute default by the Hauler:

1. Failure to comply with all legally applicable laws, ordinances, rules and regulations relating to waste hauling, including the County's solid waste and service charge ordinances;
2. Failure to maintain insurance as required by this Agreement;
3. Hauling Acceptable Waste to a landfill or a site other than the Facility, and hauling Non-Processible Waste to a landfill or site other than the Landfill, unless directed to or agreed to by Houston County.
4. Delivery of Hazardous Waste, Unacceptable Waste or Waste generated outside the Service Area that has not received the written approval of Houston County to the Facilities, and failure to comply with rejection procedures provided for in Article V.B.;
5. Failure to make timely payment of Tipping Fees;
6. Persistent and repeated failure to fulfill any of its material obligations under this Agreement;
7. If the Hauler enters voluntary bankruptcy or insolvency, or seeks reorganization, arrangement, adjustment or composition under the federal Bankruptcy Code or any other applicable federal or state law [or makes any general assignment for the benefit of its creditors without complying with the provisions in Article X.D regarding transfers and assignments] or suffers any order for relief under the federal Bankruptcy Code or any order

adjudicating it to be bankrupt or insolvent, or appointing a receiver, liquidator, assignee for the benefit of creditors, trustee, sequestrator or other similar official for the Hauler which prevents or impairs the Hauler's ability to perform all terms and conditions of this Agreement; or

8. Transfer of any interest under this Agreement, whether by subcontract, assignment or novation, in violation of Article X.D.

**B. BOARD DEFAULT**

The following shall constitute a default by Houston County:

The persistent or repeated failure to fulfill any of its material obligations under this Agreement.

**C. DEFAULT REMEDIES**

Upon the occurrence of an event of Default, the non-defaulting party shall provide written notice of the default to the defaulting party. If the defaulting party has not cured the default within thirty (30) days of the date of the notice of default, the non-defaulting party may pursue any available remedy by suit at law or equity to enforce the covenants of the defaulting party herein, including such appropriate judicial proceedings as the non-defaulting party shall deem most effective to protect and enforce or aid in the protection and enforcement of the covenants and agreements in this Agreement. Houston County retains the right to enforce against the Hauler all applicable ordinances, regulations, statutes or permits, including any ordinances that require Hauler to collect a service charge on Solid Waste generated in the Service Area.

**D. MANNER OF EXERCISE**

Unless otherwise stated, no Agreement remedy conferred upon or reserved to the parties is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy of the parties given now or hereafter existing at law, or in equity or by statute. The assertion or employment of any right or remedy hereunder shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and so often as may be deemed expedient by Houston County.

**E. ATTORNEYS' FEES AND EXPENSES**

If an Event of Default occurs and the non-defaulting party should employ attorneys or incur other expenses for the collection of any sums owing to the non-defaulting party under this Agreement, or in the enforcement of performance of any obligation or agreement on the part of the defaulting party, the defaulting party will, on demand, pay to the non-defaulting party the reasonable fee of such attorneys and such other expenses so incurred if the non-defaulting party prevails in its action.

**F. COUNTY ENFORCEMENT OF AGREEMENT**

Houston County may enforce this Agreement by seeking temporary and permanent injunctive relief, and Houston County may avail itself of any other remedies provided by law. In the event Hauler breaches this Agreement by delivering waste to a facility not authorized hereunder, and if, after notice by Houston County, Hauler continues to deliver waste in violation of the Agreement, the Hauler will be liable to Houston County for the reasonable legal fees and costs of suit incurred by Houston County in connection with enforcement of the Agreement.

**ARTICLE IX. INDEMNIFICATION AND INSURANCE****A. INDEMNIFICATION OF COUNTY**

The Hauler shall indemnify, defend, save, and hold harmless Houston County, and its agents, elected officials and employees from all claims, damages, losses, liabilities, costs, expenses and lawsuits (including reasonable attorneys fees and costs) whatsoever arising out of any act or omission on the part of the Hauler or its contractors, agents, servants or employees in the performance of or in relation to any of the actions, work or services to be performed or furnished by the Hauler under the terms of this Agreement.

The Hauler hereby waives any liability claims or causes of action arising from the existence of or enforcement of County ordinances, resolutions, policies, contracts, or other actions controlling the collection, disposal or other handling of Waste. This waiver specifically extends to the predecessor individuals, partnerships, corporations or other entities of the Hauler. The Hauler further agrees that it will not assert any claim that the provisions of this Agreement or any County ordinance related thereto is unconstitutional, and should any other individual establish such in any court of law, the Hauler will not claim any damages.

**B. INDEMNIFICATION OF HAULER**

Except as otherwise provided in this Agreement, Houston County shall indemnify the Hauler for any damages, including reasonable costs of defense, for the negligence of Houston County, its employees or agents arising from the violation of any representation, covenant or condition of this Agreement.

The parties agree that the exceptions from the tort liability and immunity accorded Houston County pursuant to Minn. Stat. §466.03, and as subsequently amended, shall continue in full force and effect. Nothing in this Agreement shall waive, or be deemed or constructed to waive the exceptions from tort liability and immunity accorded Houston County by Minn. Stat. §466.03, as amended.

**C. INSURANCE**

During the term of this Agreement, the Hauler shall obtain and keep in force the types and amounts of insurance required pursuant to the County's solid waste ordinance.

**ARTICLE X. MISCELLANEOUS****A. AUDIT**

All books, records, documents and accounting procedures and practices of the Hauler relevant to this Agreement are subject to examination by Houston County and the State Auditor, as appropriate. Houston County will provide reasonable notice prior to Houston County's examination of the above listed items.

**B. NOTICE**

All written notices required by this Agreement shall be either hand delivered or mailed to the Hauler and Houston County at the following address or such other address as may be provided in writing to the other party from time to time:

Director  
Houston County Environmental Services  
304 South Marshall  
Caledonia, MN 55921

Hauler: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**C. RELATIONSHIP OF THE PARTIES**

For the purposes of this Agreement, the Hauler shall be deemed to be an independent contractor and not an employee of Houston County. The Hauler shall maintain, at its own expense, all equipment and personnel necessary to fulfill its obligations under this Agreement. Any and all agents, servants, or employees of the Hauler or other persons, while engaged in the performance of any work or services required to be performed under this Agreement, shall not be considered employees of Houston County, and any and all claims that may or might arise against the County, its agents, servants or employees as a consequence of any act or omission on the part of the Hauler, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of Houston County. The Hauler, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of Board employees except as otherwise may be stated herein.

**D. ASSIGNMENT**

Hauler shall notify Houston County in writing of its intent to assign or transfer all or a portion of its hauling business or assets in the Service Area at least 60 days prior to completing such an assignment or transfer. Upon such transfer or assignment, the assignee/transferee shall be bound by the covenants herein and no such assignment/transfer shall be permissible unless the assignee consents to be bound by the terms of this Agreement.

**E. SURVIVAL INDEMNITIES**

The indemnities of the parties under Sections IX.A and IX.B of this Agreement, and the remedies of either party for the breach of such indemnities by the other party, shall survive the execution and term of this Agreement.

**F. WAIVER**

The waiver of any of the rights and/or remedies arising under the terms of the Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies with respect to any subsequent breach or default of the terms of the Agreement. The rights and remedies provided under the terms of the Agreement are cumulative and not mutually exclusive.

**G. EQUAL OPPORTUNITY LAWS**

The Hauler agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders prohibiting unlawful discrimination on account of race, color, creed, national origin, sex, marital status, status with regard to public assistance, membership on a local human rights board, disability, sexual orientation or age.

**H. ENTIRE AGREEMENT**

The Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

**I. GOVERNING LAW AND VENUE**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota, without regard to conflicts of laws principles. Any litigation related to this contract shall be venued in the Third Judicial District of Minnesota District Court in Houston County.

**J. ALTERATION CLAUSE**

Any alteration, modification, amendment or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by each of the parties.

**K. EARLY TERMINATION**

1. In the event that the Hauler and Houston County mutually agree in writing to terminate this Agreement, such termination shall take effect immediately, in which event neither party shall have any further rights against the other party.
2. In the event the Facilities permanently cease operations, this Agreement may be terminated by Houston County by written notice specifying the termination date. In this event, neither party shall have any further rights against the other party.
3. In the event of a default that is not cured by the defaulting party within the thirty (30) day period pursuant to Article VIII.C., the non-defaulting party may terminate this Agreement upon written notice to the party in default.

**L. UNFORESEEN CIRCUMSTANCES**

The inability of either party to perform any obligation under this Agreement due to an Unforeseen Circumstance shall not constitute a breach of any such obligation during the pendency of the Unforeseen Circumstance. "Unforeseen Circumstance" means any act, event or condition that has had, or will have, a material adverse effect on the rights or obligations of the Hauler or Houston County under this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events may include, but shall not be limited to, and are qualified by the following:

1. An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Facilities) such as a landslide, lightning, tornado, flood, fire, explosion, sabotage or similar occurrence; acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
2. The non-issuance, suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval essential to the operation of the Facilities; provided that such act or event shall not be the result of the willful or negligent action or inaction of the party relying thereon and that neither the contesting in good faith of any such order nor the reasonable failure to so contest shall be construed as a willful or negligent action or inaction of such party;
3. A change in law which prohibits or substantially prohibits the cost effective operation of the Facilities;
4. The failure of any appropriate federal, state, county, or city public agency or private utility, having operational jurisdiction in the area in which the Facilities are located, to provide and maintain utilities, services, water and sewer lines, and power transmission lines to the Facilities site which are required for and essential to the operation of the Facilities; and
5. The failure of any subcontractor or supplier to furnish labor, services, materials or equipment during the term of this Agreement provided that such failure is caused by an Unforeseen Circumstance and materially adversely affects the Hauler's ability to perform its obligations, and the Hauler is not able reasonably to obtain substitute labor, services, materials or equipment during the term of this Agreement. Strikes by the Hauler's employees, employees of subcontractors or failure of any supplier, uncontrolled by the Hauler, to furnish labor, services, materials or equipment during the term of this Agreement due to strikes by their employees shall not constitute an Unforeseen Circumstance.

**M. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

N. EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date below.

HOUSTON COUNTY

HAULER

By: \_\_\_\_\_

By:  \_\_\_\_\_

Its: \_\_\_\_\_

Its: Justin K Bird

Dated: \_\_\_\_\_

Dated: August 24<sup>th</sup> 2022

**HOUSTON COUNTY  
SOLID WASTE COLLECTION AND TRANSPORTATION  
LICENSE APPLICATION**

CALEONIA HAWKES does hereby apply for a license for a term of twelve (12) months, from January 1, 2023 to December, 31, 2023 to conduct the business of solid waste collection and transportation, and to that end represents and states as follows:

That said applicant makes this application pursuant to the requirements and provisions of the HOUSTON COUNTY SOLID WASTE ORDINANCE, and hereby agrees to observe and obey the same.

Dated 9-18, 2023

Dennis J. Gawn  
(Signature of Applicant)

DENNIS J GAWN  
(Applicant's Name)

Address PO Box 31 CALEONIA MN 55821  
(P.O. or Street) (City) (State) (ZIP)

**VERIFICATION AND INDEMNIFICATION**

STATE OF MINNESOTA  
COUNTY OF HOUSTON SS.

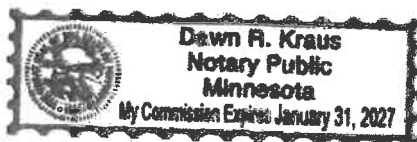
DENNIS J Gawn, being duly sworn, on oath states: that s/he is authorized to make this verification and indemnification; that the statements made in this application and accompanying documents are true; and that, should such license be issued, that the Board and Houston County, their directors, officers, employees, and agents shall be indemnified and held harmless from and against any and all claims or causes of action that may arise as a result of acts or omissions of the licensee; and further that this obligation to indemnify and hold harmless the Board and Houston County shall include the obligation to reimburse the Board and Houston County for reasonable attorney's fees, costs and disbursements that it may incur as a result of having to defend itself against any claim or cause of action brought against the Board and Houston County as a result of such acts or omissions.

Dennis J. Gawn  
(Signature of Applicant)

NOTARY PUBLIC

{SEAL}

Subscribed and Sworn to Before Me this  
18<sup>th</sup> day of September, 2023



Dawn A. Kraus

# APPLICATION FOR A HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

## APPLICANT INFORMATION SHEET

1. Applicant: CALEDONIA HAULERS  
*Firm Name*

Business Address: 420 WEST LINCOLN ST  
*Street*

CALEDONIA MN 55821  
*City State ZIP*

Business Phone Number: 507 725-9000

Owner(s) of Firm: DENNIS J GAUN  
*Name(s) of Person(s) or Firm(s)*

Owner's Address: 104 SUNSET DR  
*Street*

CALEDONIA MN 55821  
*City State ZIP*

Owner's Phone Number: 507 725-9000 507 725-5269  
*Business Home*

2. Types of Materials for which Collection and Transportation License is requested:  
 (See definitions in Solid Waste Ordinance and check all that apply)

Acceptable Waste	_____
Construction and Demolition Debris	<u>X</u>
Major Appliances	_____
Mixed Municipal Solid Waste	_____
Non-Processible Waste	_____
Problem Materials	_____
Recyclable Materials	_____
Unacceptable Waste	_____
Yard Waste	<u>X</u>
Other Solid Wastes	<u>X</u>



APPLICATION FOR A HOUSTON COUNTY COLLECTION  
TRANSPORTATION AND DISPOSAL LICENSE

APPLICANT INFORMATION SHEET - (Continued)

3. Types of Generators from which Materials will be collected and transported:  
(Check all that apply)

Residential

Commercial Businesses

Industries

Farms

Hospitals, Medical, Dental or  
Veterinary Clinics

Schools, Churches, Government  
Offices or other Institutions

X

X

4. Attach schedule of rates and charges.

5. Vehicle fleet to be covered by license: (Attach additional report if necessary. Update  
when new vehicles are acquired.)

Make	Model	Year	License #	Capacity (cu yd)	Type (Compactor, Roll-off, other)
Peterbilt	567	2016	5855 PRA	18.00	Dump Truck
Peterbilt	567	2017	4132 PRA	18.00	Dump Truck

6. Describe routes that will be followed in license year between collection area and disposal  
facility for regular collection services (for example between Hokah and the RDF facility  
in La Crosse). If different routes will be used for different types of generators this must  
be included in the report (for example residential compared to commercial pick-ups).

CALEDONIA MN AREA Hwy 44-76 to LaCrosse County Site

**APPLICATION FOR A HOUSTON COUNTY COLLECTION  
TRANSPORTATION AND DISPOSAL LICENSE**

**APPLICANT INFORMATION SHEET – (Continued)**

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7. **Insurance Coverages:** Attach copies of certificates, policies or other instruments demonstrating insurance coverages required by Section 6.3 of the Solid Waste Ordinance.
8. **Annual License Fee of \$50.00** must be submitted with this Application.
9. **Solid Waste Collection and Transportation licenses are non-transferrable.**
10. **County Solid Waste Collection and Transportation licenses do not supersede the need for and requirements of municipal licenses in the County.**

70513290.2



# HOUSTON COUNTY SOLID WASTE DELIVERY AGREEMENT

## PARTIES

This Waste Delivery Agreement ("Agreement"), which is effective as of Sept 26<sup>th</sup> 2023, is made by and between Houston County ("County"), a Minnesota county, 307 South Marshall, Caledonia, Minnesota 55921, and

CALEDONIA HAULERS

(legal name)

d/b/a

(the "Hauler").

PO Box 31

40 West Lincoln St

(address)

CALEDONIA MINN.

(sole proprietorship, partnership or corporation organized under the laws of the State of MINN.).

## RECITALS

WHEREAS, Houston County is party to a Solid Waste Disposal Agreement with La Crosse County, Wisconsin that requires Houston County to deliver all Acceptable Solid Waste generated in the County to the Xcel Energy Refuse-Derived Fuel ("RDF") Resource Recovery Facility ("Facility") and all Non-Processible Waste to the La Crosse County Landfill ("Landfill"), (together, the "Facilities"); and

WHEREAS, the County wishes to assure the protection of the environment and protect against environmental liability for itself and residents, businesses and institutions in the County by assuring delivery of all Acceptable and Non-Processible Waste generated in the County to the Facilities; and

WHEREAS, it is the desire of Houston County to reduce the volume of Solid Waste generated in the County and to recover resources and energy contained in such Waste to the maximum extent appropriate; and

WHEREAS, the County has the authority to enter into a delivery agreement with the Hauler, pursuant to Minn. Stat. chaps. 115A, 145A, 116 and 400; and

WHEREAS, the Hauler desires to enter into an agreement with the County to deliver Acceptable and Non-Processible Waste to the Facilities; and

**WHEREAS**, entering into this Agreement will be mutually beneficial to both the Hauler and the County by providing, among other mutual benefits, a greater certainty that such Waste collected by the Hauler will be delivered to and accepted by the Facilities.

**NOW THEREFORE**, in consideration of the promises and mutual agreements hereinafter set forth, and in order to permit Houston County to accomplish the goals and objectives set out in Minn. Stat. Chaps. 115A, 145A, 116 and 400, the parties agree as follows:

#### **ARTICLE I. TERM**

This Agreement shall commence on its effective date and continue through June 30, 2023, unless terminated earlier pursuant to this Agreement.

#### **ARTICLE II. DEFINITIONS**

- A. **"Acceptable Waste"** means all Solid Waste generated and collected in the Service Area except that Acceptable Waste shall not include Unacceptable Waste and Non-Processible Waste.
- B. **"Facility"** means the Refuse-Derived Fuel Facility constructed and operated by Xcel Energy in La Crosse, Wisconsin.
- C. **"Facilities"** means the Facility and the Landfill.
- D. **"Hazardous Waste"** is Waste that is defined as hazardous by local, Wisconsin, Minnesota or Federal law.
- E. **"Holidays"** are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- F. **"Landfill"** means the Solid Waste Landfill owned and operated by La Crosse County.
- G. **"Non-Processible Waste"** means Solid Waste generated and collected in the Service Area that cannot be processed by the Facility due to its physical characteristics or harmful impact on the Facility, including: steel banding; baling wire; tree trunks or logs or other bulky Waste greater than 6 inches in diameter, or 4 feet in length, or weighing over 100 pounds; propane tanks of any size; aerosol cans in quantity; pressurized tanks; fencing materials; plastics in significant quantity; major parts of motor vehicles; trailers; agricultural equipment, marine vessels or similar items; farm or other large machinery; asbestos or asbestos containing materials, contaminated soil, construction and demolition debris; and Waste, except paper products, from the following establishments: service stations, auto paint shops, chemical plants, plastic processing plants and textile plants.

- H. **"Recyclable Material"** means materials that are separated from solid waste for the purpose of recycling, including paper, glass, plastics, metals, automobile oil, and batteries.
- I. **"Service Area."** The area subject to this Agreement is all of Houston County.
- J. **"Solid Waste"** means garbage, refuse, trash, rubbish and other Waste that is not Hazardous Waste from residential, commercial, industrial, and community establishments that is generated and collected in aggregate in the Service Area, but does not include: auto hulks, street sweepings, ash, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed and disposed of as separate waste streams.
- K. **"Tipping Fee"** is the fee charged to the Hauler for use of the Facilities.
- L. **"Unacceptable Waste"** means Solid Waste that is generated and collected in the Service Area that may cause damage to or materially adversely affect the operation of the Facility and/or the Landfill as determined by the Facility, La Crosse County and Houston County, including, but not limited to:
- (i) Cleaning fluids, crank case oils, cutting oils, paints, acids, caustics, poisons or drugs.
  - (ii) Any Hazardous Waste or Waste defined as hazardous in 40 C.F.R. Section 261.3 (as amended) or by the U.S. Environmental Protection Agency, or classified as a toxic substance or toxic waste, or prohibited for incineration by any local, state or federal agency having jurisdiction over the Facility.
  - (iii) Radioactive Waste or materials or hazardous waste regulated under 52 U.S.C. Section 6921-6925 and regulations adopted thereunder, or any other Federal, state or local law.
  - (iv) "Hazardous substances" defined in 42 U.S.C. 6901 et seq. and any regulations promulgated thereunder.
  - (v) Wastes requiring special handling to comply with applicable local, state or Federal law, including (A) pathological, biological, infectious, or explosive materials; (B) oil sludges; (C) cesspool or human Waste; (D) human or animal remains or Waste.
  - (vii) Waste with excess moisture and any type of Waste either smoldering or on fire or at its kindling point or in the process of initiating combustion.

- (viii) Other materials that may be established as Unacceptable from time-to-time by La Crosse County, Houston County or the Facility.

M. "Waste" means any type of waste material.

### **ARTICLE III. REPRESENTATIONS**

#### **A. HAULER REPRESENTATIONS**

1. The Hauler is a CORPORATION  
(sole proprietorship, corporation, partnership)  
duly organized, validly existing, and properly qualified to do business under the laws of the State of Minnesota.
2. The Hauler has full power and authority to execute the Agreement and such execution constitutes a binding legal obligation of the Hauler that is fully enforceable in accordance with its terms and conditions.
3. The execution of the Agreement does not conflict with any other agreement, indenture, or instrument to which the Hauler is a party.
4. Based upon its collection and delivery records, written contracts or other evidence satisfactory to Houston County, the Hauler collects or transports an average annual tonnage of 2 of Acceptable Waste, and an average annual tonnage of 2 Non-Processible Waste in the Service Area.
5. The Hauler has or will obtain all equipment and personnel necessary to fulfill its obligations under this Agreement, and will maintain all accounting and billing systems necessary to fulfill its obligations under this Agreement and under applicable ordinances, and will further fully comply with all applicable licenses, permits, laws or ordinances, including any ordinances of the County relating to solid waste service charges.
6. In accordance with the terms of this Agreement, the Hauler is able to deliver to the Facility all Acceptable Waste and Non-Processible Waste collected by it from all of its present and future customers in the Service Area.

#### **B. BOARD REPRESENTATIONS**

1. Houston County is a Minnesota County, organized pursuant to Minnesota Statutes Chap. 373.

2. The execution of this Agreement by the Chair of Houston County has been duly authorized and approved by the Houston County Board of Commissioners.

**ARTICLE IV. COMPLIANCE WITH REGULATORY REQUIREMENTS**

A. The Hauler shall at all times operate its business of collecting, transporting and disposing of Waste in compliance with all applicable local, state, and federal laws, rules, regulations and ordinances.

B. The Hauler shall obtain and maintain all necessary licenses, permits and other authorizations required by the County, each municipality or township within the County, the Minnesota Pollution Control Agency ("MPCA") and any other governmental agency having jurisdiction over its activities.

C. The Hauler shall collect any service charges from its customers that are assessed by the County upon waste generators within the Service Area, and required to be collected by Hauler.

**ARTICLE V. OPERATIONS**

**A. DELIVERY OF ACCEPTABLE WASTE AND NON-PROCESSIBLE WASTE**

1. Except as otherwise provided in this Agreement, the Hauler agrees to deliver any and all Acceptable Waste that it collects in the Service Area to the Facility. Hauler further agrees to deliver any and all Non-Processible Waste that it collects in the Service Area to the Landfill. Hauler will notify Houston County in writing if Hauler anticipates substantial changes in the anticipated tonnage or type of Waste to be delivered to the Facilities at least two (2) weeks in advance. The Hauler agrees that it will not deliver Acceptable or Non-Processible Waste generated in the Service Area to another facility unless directed by Houston County to do so.
2. The Hauler must deliver directly to the Facilities.
3. The Hauler agrees not to deliver any Unacceptable Waste to the Facilities. The Facility will not accept any Waste that does not constitute Acceptable Waste. The Facilities shall have the right, but not the obligation, to inspect all vehicles delivering Waste to the Facilities. No inspection by the Facilities shall limit the obligation of the Hauler to deliver only

Acceptable Waste to the Facility and Non-Processible Waste to the Landfill.

4. The Hauler agrees that it will not mix Waste generated outside the Service Area with Waste generated inside the Service Area, unless mutually agreed to in writing by the parties. The Hauler agrees that the Facilities shall reject any and all loads containing Waste generated outside the Service Area that have not received the prior written approval of Houston County.
5. The Hauler is not obligated by this Agreement to deliver to the Facility Recyclable Materials that have been separated from the Acceptable Waste for recycling, or yard waste separated from Acceptable Waste for delivery to a yard waste facility. The Hauler shall deliver separated Recyclable Materials only to a recycling facility or market where no more than Fifteen Percent (15%) by volume of all Recyclable Materials received results in residue that is not recycled. Upon request of Houston County, the Hauler shall provide documentation to Houston County that demonstrates compliance with this paragraph.
6. If the Hauler separates Recyclable Materials from Acceptable Waste, the Hauler shall ensure that residual materials left after such separation shall be delivered to the Facility, unless they constitute Non-Processible or Unacceptable Waste. If such residuals are Non-Processible Waste, they shall be delivered to the Landfill.

**B. REJECTION OF DELIVERIES AND RESPONSIBILITIES FOR HAZARDOUS, UNACCEPTABLE AND OUT-OF-SERVICE AREA WASTE**

A delivery of Waste may be rejected at the Facilities under one or more of the following circumstances:

1. The Hauler may be denied entrance if Waste is delivered at hours other than those specified herein, unless permission has otherwise been granted as provided herein.
2. The Hauler shall be denied entrance if it has not paid the Tipping Fee.
3. The Hauler may be denied entrance if there is a reasonable basis to believe that a vehicle contains Hazardous Waste, a significant amount of other Unacceptable Waste, or Waste generated outside the Service Area that has not been agreed to in writing by Houston County. At the Hauler's expense, the facility operator may require the Hauler to recover and dispose of

waste deposited that contains Hazardous Waste, significant amounts of other Unacceptable Waste (including Acceptable Waste contaminated by Unacceptable Waste) or Waste generated outside the Service Area that has not received written approval of Houston County. If the operator has reasonable, factual information indicating that Hazardous Waste, Unacceptable Waste or Waste generated outside the Service Area was delivered by the Hauler, and the Hauler has left the Facility tipping floor or Landfill tipping area, the Hauler agrees to return and remove such Waste, and dispose of it in accordance with all applicable federal, state and local laws. Any Waste deposited and later removed by Hauler at the direction of the facility operator shall be charged the appropriate tipping fee. Hauler agrees to report to Houston County in writing within one (1) week the ultimate disposition, including facility name and location, of any Waste that was denied entrance at the facilities, or that was deposited and rejected by the facility, and was recovered and disposed of elsewhere by the Hauler.

In the event Waste is rejected by the facility operator, the Hauler shall be provided with documentation certifying the rejection and reasons therefore. All costs of removal and disposal of waste under such circumstances shall be borne by the Hauler.

**C. GENERAL DELIVERY REQUIREMENTS**

1. The Hauler agrees that it shall comply with such reasonable rules and regulations regarding the use of the Facilities as the Facilities may periodically adopt.
2. Subject to special notice from Houston County, the Hauler may deliver waste to the Facility between 7:10 a.m. and 3:00 p.m. Monday through Friday, excluding Holidays; and to the Landfill between 7 a.m. to 4 p.m. Monday through Friday, excluding holidays, during the period of April 1 through October 31, and between 7:30 a.m. and 3:30 p.m., excluding holidays, during the period of November 1 through March 31.
3. Subject to applicable ordinances and in the event of a natural disaster or other emergency, delivery hours and days of the Facilities may be adjusted, and written or verbal notice of such adjustment will be provided to the Hauler as soon as possible.
4. All Hauler vehicles that deliver Waste to the Facilities shall prominently display on the outside of the vehicle the County identification license decal as assigned by County licensing provisions. Hauler shall follow such other identification procedures as Houston County or the Facilities may require.

5. The Hauler, acting through its drivers, shall state the origin by county and municipality or township of collected Waste on the Facility scale ticket at time of delivery to the Facilities, and the percentage that was collected in Houston County.
6. At its expense, the Hauler shall be solely responsible for the provision of all personnel and equipment necessary to transport all Waste delivered under this Agreement and to deliver the same to the Facilities in accordance with such regulations established by La Crosse County, the Facility and Houston County from time to time.

#### **ARTICLE VI. TIPPING FEES**

A. The Tipping Fees for delivery of Acceptable Waste to the Facilities shall be then current tipping fee charged by the Facilities, which by agreement with La Crosse County shall be the same for all Haulers. The Tipping Fee at the Facility is currently Sixty-One Dollars (\$61.00) per ton. The Tipping Fee at the Landfill is currently Fifty-Nine Dollars (\$59.00) per ton. Houston County agrees to notify the Hauler in writing at least thirty (30) days prior to the effective date of an adjustment of the Tipping Fee at the Facilities.

B. In addition to the Tipping Fee, Hauler shall pay all applicable taxes, surcharges and other fees established by the State of Wisconsin or other governmental body having jurisdiction.

C. The Hauler agrees to comply with such reasonable billing, payment and service fee collection procedures as the Facility operator, or La Crosse or Houston County may periodically adopt.

D. For purposes of determining the amounts due, the number of tons of Waste delivered to and accepted at the Facilities or any alternative facilities designated by Houston County during the month, shall be established by the weight records from the scales at the Facilities. In the event the scales are down, cubic yards will be converted into weights following the procedures set forth in the Minnesota Department of Revenue regulations for collecting landfill fees and taxes.

E. By entering into this Agreement, Hauler shall be eligible to participate in any Resource Recovery Credit or Rebate Program established by the County. Haulers not entering into this Agreement shall not be eligible for such Credit or Rebate. Such Program, if established, could include Credits or Rebates to cities or towns within the County that directly pay for disposal of Acceptable and Non-Processible Waste.



**ARTICLE VII. NOTICE REQUIREMENTS**

A. Houston County may not arbitrarily terminate, suspend, or curtail services provided to the Hauler under this Agreement without the consent of the Hauler or without just cause.

B. Houston County shall notify the Hauler in writing by certified mail if the Facilities add any chemicals or other substances to the definitions of Non-Processible and Unacceptable Waste.

**ARTICLE VIII. DEFAULT**

**A. HAULER DEFAULT**

Any of the following shall constitute default by the Hauler:

1. Failure to comply with all legally applicable laws, ordinances, rules and regulations relating to waste hauling, including the County's solid waste and service charge ordinances;
2. Failure to maintain insurance as required by this Agreement;
3. Hauling Acceptable Waste to a landfill or a site other than the Facility, and hauling Non-Processible Waste to a landfill or site other than the Landfill, unless directed to or agreed to by Houston County.
4. Delivery of Hazardous Waste, Unacceptable Waste or Waste generated outside the Service Area that has not received the written approval of Houston County to the Facilities, and failure to comply with rejection procedures provided for in Article V.B.;
5. Failure to make timely payment of Tipping Fees;
6. Persistent and repeated failure to fulfill any of its material obligations under this Agreement;
7. If the Hauler enters voluntary bankruptcy or insolvency, or seeks reorganization, arrangement, adjustment or composition under the federal Bankruptcy Code or any other applicable federal or state law [or makes any general assignment for the benefit of its creditors without complying with the provisions in Article X.D regarding transfers and assignments] or suffers any order for relief under the federal Bankruptcy Code or any order

adjudicating it to be bankrupt or insolvent, or appointing a receiver, liquidator, assignee for the benefit of creditors, trustee, sequestrator or other similar official for the Hauler which prevents or impairs the Hauler's ability to perform all terms and conditions of this Agreement; or

8. Transfer of any interest under this Agreement, whether by subcontract, assignment or novation, in violation of Article X.D.

**B. BOARD DEFAULT**

The following shall constitute a default by Houston County:

The persistent or repeated failure to fulfill any of its material obligations under this Agreement.

**C. DEFAULT REMEDIES**

Upon the occurrence of an event of Default, the non-defaulting party shall provide written notice of the default to the defaulting party. If the defaulting party has not cured the default within thirty (30) days of the date of the notice of default, the non-defaulting party may pursue any available remedy by suit at law or equity to enforce the covenants of the defaulting party herein, including such appropriate judicial proceedings as the non-defaulting party shall deem most effective to protect and enforce or aid in the protection and enforcement of the covenants and agreements in this Agreement. Houston County retains the right to enforce against the Hauler all applicable ordinances, regulations, statutes or permits, including any ordinances that require Hauler to collect a service charge on Solid Waste generated in the Service Area.

**D. MANNER OF EXERCISE**

Unless otherwise stated, no Agreement remedy conferred upon or reserved to the parties is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy of the parties given now or hereafter existing at law, or in equity or by statute. The assertion or employment of any right or remedy hereunder shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and so often as may be deemed expedient by Houston County.

**E. ATTORNEYS' FEES AND EXPENSES**

If an Event of Default occurs and the non-defaulting party should employ attorneys or incur other expenses for the collection of any sums owing to the non-defaulting party under this Agreement, or in the enforcement of performance of any obligation or agreement on the part of the defaulting party, the defaulting party will, on demand, pay to the non-defaulting party the reasonable fee of such attorneys and such other expenses so incurred if the non-defaulting party prevails in its action.

**F. COUNTY ENFORCEMENT OF AGREEMENT**

Houston County may enforce this Agreement by seeking temporary and permanent injunctive relief, and Houston County may avail itself of any other remedies provided by law. In the event Hauler breaches this Agreement by delivering waste to a facility not authorized hereunder, and if, after notice by Houston County, Hauler continues to deliver waste in violation of the Agreement, the Hauler will be liable to Houston County for the reasonable legal fees and costs of suit incurred by Houston County in connection with enforcement of the Agreement.

**ARTICLE IX. INDEMNIFICATION AND INSURANCE****A. INDEMNIFICATION OF COUNTY**

The Hauler shall indemnify, defend, save, and hold harmless Houston County, and its agents, elected officials and employees from all claims, damages, losses, liabilities, costs, expenses and lawsuits (including reasonable attorneys fees and costs) whatsoever arising out of any act or omission on the part of the Hauler or its contractors, agents, servants or employees in the performance of or in relation to any of the actions, work or services to be performed or furnished by the Hauler under the terms of this Agreement.

The Hauler hereby waives any liability claims or causes of action arising from the existence of or enforcement of County ordinances, resolutions, policies, contracts, or other actions controlling the collection, disposal or other handling of Waste. This waiver specifically extends to the predecessor individuals, partnerships, corporations or other entities of the Hauler. The Hauler further agrees that it will not assert any claim that the provisions of this Agreement or any County ordinance related thereto is unconstitutional, and should any other individual establish such in any court of law, the Hauler will not claim any damages.

**B. INDEMNIFICATION OF HAULER**

Except as otherwise provided in this Agreement, Houston County shall indemnify the Hauler for any damages, including reasonable costs of defense, for the negligence of Houston County, its employees or agents arising from the violation of any representation, covenant or condition of this Agreement.

The parties agree that the exceptions from the tort liability and immunity accorded Houston County pursuant to Minn. Stat. §466.03, and as subsequently amended, shall continue in full force and effect. Nothing in this Agreement shall waive, or be deemed or constructed to waive the exceptions from tort liability and immunity accorded Houston County by Minn. Stat. §466.03, as amended.

**C. INSURANCE**

During the term of this Agreement, the Hauler shall obtain and keep in force the types and amounts of insurance required pursuant to the County's solid waste ordinance.

**ARTICLE X. MISCELLANEOUS****A. AUDIT**

All books, records, documents and accounting procedures and practices of the Hauler relevant to this Agreement are subject to examination by Houston County and the State Auditor, as appropriate. Houston County will provide reasonable notice prior to Houston County's examination of the above listed items.

**B. NOTICE**

All written notices required by this Agreement shall be either hand delivered or mailed to the Hauler and Houston County at the following address or such other address as may be provided in writing to the other party from time to time:

Director  
Houston County Environmental Services  
304 South Marshall  
Caledonia, MN 55921

Hauler:

CALEDONIA HAULERS  
PO Box 21  
CALEDONIA, MINN 55921

**C. RELATIONSHIP OF THE PARTIES**

For the purposes of this Agreement, the Hauler shall be deemed to be an independent contractor and not an employee of Houston County. The Hauler shall maintain, at its own expense, all equipment and personnel necessary to fulfill its obligations under this Agreement. Any and all agents, servants, or employees of the Hauler or other persons, while engaged in the performance of any work or services required to be performed under this Agreement, shall not be considered employees of Houston County, and any and all claims that may or might arise against the County, its agents, servants or employees as a consequence of any act or omission on the part of the Hauler, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of Houston County. The Hauler, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of Board employees except as otherwise may be stated herein.

**D. ASSIGNMENT**

Hauler shall notify Houston County in writing of its intent to assign or transfer all or a portion of its hauling business or assets in the Service Area at least 60 days prior to completing such an assignment or transfer. Upon such transfer or assignment, the assignee/transferee shall be bound by the covenants herein and no such assignment/transfer shall be permissible unless the assignee consents to be bound by the terms of this Agreement.

**E. SURVIVAL INDEMNITIES**

The indemnities of the parties under Sections IX.A and IX.B of this Agreement, and the remedies of either party for the breach of such indemnities by the other party, shall survive the execution and term of this Agreement.

**F. WAIVER**

The waiver of any of the rights and/or remedies arising under the terms of the Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies with respect to any subsequent breach or default of the terms of the Agreement. The rights and remedies provided under the terms of the Agreement are cumulative and not mutually exclusive.

**G. EQUAL OPPORTUNITY LAWS**

The Hauler agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders prohibiting unlawful discrimination on account of race, color, creed, national origin, sex, marital status, status with regard to public assistance, membership on a local human rights board, disability, sexual orientation or age.

**H. ENTIRE AGREEMENT**

The Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

**I. GOVERNING LAW AND VENUE**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota, without regard to conflicts of laws principles. Any litigation related to this contract shall be venued in the Third Judicial District of Minnesota District Court in Houston County.

**J. ALTERATION CLAUSE**

Any alteration, modification, amendment or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by each of the parties.

**K. EARLY TERMINATION**

1. In the event that the Hauler and Houston County mutually agree in writing to terminate this Agreement, such termination shall take effect immediately, in which event neither party shall have any further rights against the other party.
2. In the event the Facilities permanently cease operations, this Agreement may be terminated by Houston County by written notice specifying the termination date. In this event, neither party shall have any further rights against the other party.
3. In the event of a default that is not cured by the defaulting party within the thirty (30) day period pursuant to Article VIII.C., the non-defaulting party may terminate this Agreement upon written notice to the party in default.

**L. UNFORESEEN CIRCUMSTANCES**

The inability of either party to perform any obligation under this Agreement due to an Unforeseen Circumstance shall not constitute a breach of any such obligation during the pendency of the Unforeseen Circumstance. "Unforeseen Circumstance" means any act, event or condition that has had, or will have, a material adverse effect on the rights or obligations of the Hauler or Houston County under this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events may include, but shall not be limited to, and are qualified by the following:

1. An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Facilities) such as a landslide, lightning, tornado, flood, fire, explosion, sabotage or similar occurrence; acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
2. The non-issuance, suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval essential to the operation of the Facilities; provided that such act or event shall not be the result of the willful or negligent action or inaction of the party relying thereon and that neither the contesting in good faith of any such order nor the reasonable failure to so contest shall be construed as a willful or negligent action or inaction of such party;
3. A change in law which prohibits or substantially prohibits the cost effective operation of the Facilities;
4. The failure of any appropriate federal, state, county, or city public agency or private utility, having operational jurisdiction in the area in which the Facilities are located, to provide and maintain utilities, services, water and sewer lines, and power transmission lines to the Facilities site which are required for and essential to the operation of the Facilities; and
5. The failure of any subcontractor or supplier to furnish labor, services, materials or equipment during the term of this Agreement provided that such failure is caused by an Unforeseen Circumstance and materially adversely affects the Hauler's ability to perform its obligations, and the Hauler is not able reasonably to obtain substitute labor, services, materials or equipment during the term of this Agreement. Strikes by the Hauler's employees, employees of subcontractors or failure of any supplier, uncontrolled by the Hauler, to furnish labor, services, materials or equipment during the term of this Agreement due to strikes by their employees shall not constitute an Unforeseen Circumstance.

**M. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

N. EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date below.

HOUSTON COUNTY

HAULER

By: \_\_\_\_\_

By: Dennis Hawn

Its: \_\_\_\_\_

Its: President

Dated: \_\_\_\_\_

Dated: 9-18-23



# Houston County Agenda Request Form

Date Submitted: September 11, 2023

Board Date: September 26, 2023

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Project # CP 2023-05 with Sir Line-A-Lot provided pavement markings on various Houston County roads is complete and ready for final payment.

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

Final Contract Voucher (5 need to be signed)

(1-County Claim, 1 Contractor, 1-Auditor's office, and 2-Highway Dept)

**Justification:**

**Action Requested:**

Resolution for Final Acceptance needed for contract.

Language for Minutes:

Commissioner \_\_\_\_\_ moved, Commissioner \_\_\_\_\_ seconded, unanimously carried to approve Resolution **23-31** Final Acceptance for CP 2023-05, Contract #333 with Sir Line-A-Lot Inc, for pavement markings. Total cost was \$185,991.50.

WHEREAS, Contract No. 333 has in all things been completed, and the County Board being fully advised in the premises; and

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners accepts said completed project for and on behalf of the Houston County DOT and authorize final payment as specified herein.

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

# Houston County Highway Department

1124 E Washington St, Caledonia, MN 55921  
CP 2023-05 Pavement Markings  
Final Payment No. 2

**Contractor:** Sir Lines-A-Lot, LLC  
7175 Cahill Road  
Edina, MN 55439

**Contract No.** 333 CP 2023-05 Pavement  
Markings  
**Vendor Number:** 6301  
**Up To Date:** 8/24/2023  
**Warrant #** \_\_\_\_\_ **Date** \_\_\_\_\_

## Contract Amount

Original Contract	\$190,892.67
Contract Changes	\$0.00
Revised Contract	\$190,892.67

## Funds Encumbered

Original	\$190,892.67
Additional	N/A
Total	\$190,892.67

## Work Certified To Date

Base Bid Items	\$185,991.50
Contract Changes	\$
Material On Hand	\$0.00
Total	\$185,991.50

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$1,261.25	\$185,991.50	\$0.00	\$175,493.74	\$10,497.76	\$185,991.50
Percent: Retained: 0%			Percent Complete: 97.43%		
<b>Amount Paid This Final Payment</b>				<b>\$10,497.76</b>	

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

Approved By

Approved By Sir Lines-A-Lot, LLC

  
County Engineer

Date 9/13/2023

  
Contractor

Date 8/28/2023

**Certificate of Final Contract Acceptance**

**Final Voucher Number: number**

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 9/13/2023 Signature [Signature] County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$185,991.50 and agrees to the amount of \$10,497.76 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Sir Lines-A-Lot, LLC

By [Signature]  
Signature

And \_\_\_\_\_ And \_\_\_\_\_ State of MN,  
Signature Signature

On This 5 Day September, 2023, Before me appeared Chaise VanOverbeke To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as  
\_\_\_\_\_ free to act and deed  
his/her

(Corporate Acknowledgment)

Chaise VanOverbeke And \_\_\_\_\_, to me personally known, who, being each by me duly sworn

each did say that they are respectively the President and \_\_\_\_\_ of the

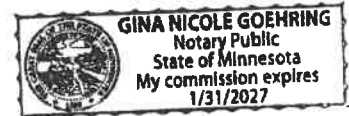
Sir Lines-A-Lot Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

President and said Chaise VanOverbeke and \_\_\_\_\_

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

Notarial My Commission as Notary Public in Hennepin County

Seal Expires January 31, 2027 Signature [Signature]



I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated \_\_\_\_\_ Signature \_\_\_\_\_ District Engineer

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

Contract Number: 333 CP 2023-05 Pavement Markings  
Contractor: Sir Lines-A-Lot, LLC  
Date Certified: 8/24/2023  
Payment Number: 2

Whereas; Contract No.333 CP 2023-05 Pavement Markings has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Houston County Highway Department a and authorize final payment as specified herein.

State of Minnesota

I, Polly Heberlein, Houston County Interim Auditor-Treasurer, within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

At Caledonia, Minnesota

Signed By \_\_\_\_\_

(SEAL)

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
CP 2023-05 Pavement Markings  
Final Payment No. 2

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	5/31/2023	\$184,730.25	\$9,236.51	\$175,493.74
2	8/24/2023	\$1,261.25	(\$9,236.51)	\$10,497.76

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
City of Caledonia Roads		\$1,223.00	\$0.00	\$0.00	\$1,223.00	\$1,223.00
City of La Crescent Roads		\$2,787.76	\$0.00	\$2,648.38	\$139.38	\$2,787.76
County Roads		\$181,980.74	\$0.00	\$172,845.36	\$9,135.38	\$181,980.74

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
60	County Levy	\$9,135.38	\$186,085.03	\$186,085.03	\$181,980.74
63	Local / Other[2]	\$1,223.00	\$1,925.13	\$1,925.13	\$1,223.00
64	Local / Other[2]	\$139.38	\$2,882.51	\$2,882.51	\$2,787.76

**Contract Item Status**

Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2582.502 PAVT MSSG (BIKE LANE ARROW) LATEX (EACH)	40.000	51.00	0.00	\$0.00	49.00	\$1,960.00
Base Bid	2	2582.502 PAVT MSSG (HELMETED BIKE SYMBOL) LATEX (EACH)	40.000	51.00	0.00	\$0.00	49.00	\$1,960.00
Base Bid	3	2582.502 PAVT MSSG (SHARED LANE SYMBOL) LATEX (EACH)	80.000	8.00	0.00	\$0.00	8.00	\$640.00
Base Bid	4	2582.502 PAVT MSSG (RT ARROW) PAINT (EACH)	60.000	3.00	0.00	\$0.00	3.00	\$180.00
Base Bid	5	2582.502 PAVT MSSG (LT ARROW) PAINT (EACH)	60.000	4.00	0.00	\$0.00	4.00	\$240.00
Base Bid	6	2582.502 PAVT MSSG (L T-THRU ARROW) PAINT (EACH)	100.000	1.00	0.00	\$0.00	1.00	\$100.00
Base Bid	7	2582.503 4" SOLID LINE YELLOW-PAINT (LIN FT)	0.075	256,430.00	0.00	\$0.00	252,050.00	\$18,903.75
Base Bid	8	2582.503 4" BROKEN LINE YELLOW-PAINT (LIN FT)	0.075	80,292.00	510.00	\$38.25	76,321.00	\$5,724.08
Base Bid	9	2582.503 4" DOUBLE SOLID LINE YELLOW-PAINT (LIN FT)	0.150	558,815.00	0.00	\$0.00	552,574.00	\$82,886.10
Base Bid	10	2582.503 6" SOLID LINE WHITE-PAINT (LIN FT)	0.100	604,329.00	0.00	\$0.00	586,285.00	\$58,628.50
Base Bid	11	2582.503 4" SOLID LINE WHITE-PAINT (LIN FT)	0.075	12,514.00	0.00	\$0.00	8,705.00	\$652.88

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
CP 2023-05 Pavement Markings  
Final Payment No. 2

**Contract Item Status**

Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	12	2582.503 4" DOTTED LINE WHITE-PAINT (LIN FT)	0.075	1,109.00	0.00	\$0.00	859.00	\$64.43
Base Bid	13	2582.503 24" STOP LINE WHITE-PAINT (LIN FT)	3.000	252.00	0.00	\$0.00	251.00	\$753.00
Base Bid	14	2582.518 CROSSWALK MARKING (CONTINENTAL BLOCK DESIGN) LATEX (S.F.)	1.500	6,372.00	0.00	\$0.00	6,192.00	\$9,288.00
Base Bid	15	2582.503 4" SOLID LINE YELLOW-PAINT (LIN FT)	0.075	1,325.00	0.00	\$0.00	0.00	\$0.00
Base Bid	16	2582.503 4" BROKEN LINE YELLOW-PAINT (LIN FT)	0.075	610.00	190.00	\$14.25	190.00	\$14.25
Base Bid	17	2582.503 4" DOUBLE SOLID LINE YELLOW-PAINT (LIN FT)	0.150	10,800.00	6,715.00	\$1,007.25	6,715.00	\$1,007.25
Base Bid	18	2582.503 6" SOLID LINE WHITE-PAINT (LIN FT)	0.100	1,300.00	2,015.00	\$201.50	2,015.00	\$201.50
Base Bid	19	2582.503 4" SOLID LINE WHITE-PAINT (LIN FT)	0.075	400.00	0.00	\$0.00	0.00	\$0.00
Base Bid	20	2582.503 4" SOLID LINE YELLOW-PAINT (LIN FT)	0.075	2,766.00	0.00	\$0.00	13,977.00	\$1,048.28
Base Bid	21	2582.503 4" BROKEN LINE YELLOW-PAINT (LIN FT)	0.075	12,165.00	0.00	\$0.00	1,320.00	\$99.00
Base Bid	22	2582.503 6" SOLID LINE WHITE-PAINT (LIN FT)	0.100	15,451.00	0.00	\$0.00	0.00	\$0.00
Base Bid	23	2582.503 4" SOLID LINE WHITE-PAINT (LIN FT)	0.075	2,901.00	0.00	\$0.00	21,873.00	\$1,640.48
<b>Base Bid Totals:</b>						<b>\$1,261.25</b>		<b>\$185,991.50</b>

**Project Category Totals**

Project	Category	Amount This Request	Amount To Date
CP 2023-05 Pavement Markings	Houston County	\$38.25	\$181,980.74
CP 2023-05 Pavement Markings	City of La Crescent	\$0.00	\$2,787.76
CP 2023-05 Pavement Markings	City of Caledonia	\$1,223.00	\$1,223.00

**Contract Change Item Status**

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

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
CP 2023-05 Pavement Markings  
Final Payment No. 2

<b>Contract Total</b>	<b>\$185,991.50</b>
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<b>Contract Change Totals</b>			
<b>Number</b>	<b>Description</b>	<b>Amount This Request</b>	<b>Amount To Date</b>

<b>Material On Hand Additions</b>					
<b>Line</b>	<b>Item</b>	<b>Description</b>	<b>Date</b>	<b>Added</b>	<b>Comments</b>

<b>Material On Hand Balance</b>						
<b>Line</b>	<b>Item</b>	<b>Description</b>	<b>Date</b>	<b>Added</b>	<b>Used</b>	<b>Remaining</b>

<b>Contract Item Status by Funding Breakdown</b>								
<b>Funding Cat</b>	<b>Line</b>	<b>Item</b>	<b>Unit Price</b>	<b>Contract Quantity</b>	<b>Quantity This Request</b>	<b>Amount This Request</b>	<b>Quantity To Date</b>	<b>Amount To Date</b>
CP 2023-05 Pavt Markings - All / City of Caledonia Roads	15	2582.503 4" SOLID LINE YELLOW-PAINT (LIN FT)	0.075	1,325.00	0.00	\$0.00	0.00	\$0.00
CP 2023-05 Pavt Markings - All / City of Caledonia Roads	16	2582.503 4" BROKEN LINE YELLOW-PAINT (LIN FT)	0.075	610.00	190.00	\$14.25	190.00	\$14.25
CP 2023-05 Pavt Markings - All / City of Caledonia Roads	17	2582.503 4" DOUBLE SOLID LINE YELLOW-PAINT (LIN FT)	0.150	10,800.00	6,715.00	\$1,007.25	6,715.00	\$1,007.25
CP 2023-05 Pavt Markings - All / City of Caledonia Roads	18	2582.503 6" SOLID LINE WHITE-PAINT (LIN FT)	0.100	1,300.00	2,015.00	\$201.50	2,015.00	\$201.50
CP 2023-05 Pavt Markings - All / City of Caledonia Roads	19	2582.503 4" SOLID LINE WHITE-PAINT (LIN FT)	0.075	400.00	0.00	\$0.00	0.00	\$0.00
CP 2023-05 Pavt Markings -	20	2582.503 4" SOLID LINE YELLOW-PAINT (LIN FT)	0.075	2,766.00	0.00	\$0.00	13,977.07	\$1,048.28

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
CP 2023-05 Pavement Markings  
Final Payment No. 2

Contract Item Status by Funding Breakdown								
Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
All / City of La Crescent Roads								
CP 2023-05 Pavt Markings - All / City of La Crescent Roads	21	2582.503 4" BROKEN LINE YELLOW-PAINT (LIN FT)	0.075	12,165.00	0.00	\$0.00	1,320.00	\$99.00
CP 2023-05 Pavt Markings - All / City of La Crescent Roads	22	2582.503 6" SOLID LINE WHITE-PAINT (LIN FT)	0.100	15,451.00	0.00	\$0.00	0.00	\$0.00
CP 2023-05 Pavt Markings - All / City of La Crescent Roads	23	2582.503 4" SOLID LINE WHITE-PAINT (LIN FT)	0.075	2,901.00	0.00	\$0.00	21,873.07	\$1,640.48
CP 2023-05 Pavt Markings - All / County Roads	1	2582.502 PAVT MSSG (BIKE LANE ARROW) LATEX (EACH)	40.000	51.00	0.00	\$0.00	49.00	\$1,960.00
CP 2023-05 Pavt Markings - All / County Roads	2	2582.502 PAVT MSSG (HELMETED BIKE SYMBOL) LATEX (EACH)	40.000	51.00	0.00	\$0.00	49.00	\$1,960.00
CP 2023-05 Pavt Markings - All / County Roads	3	2582.502 PAVT MSSG (SHARED LANE SYMBOL) LATEX (EACH)	80.000	8.00	0.00	\$0.00	8.00	\$640.00
CP 2023-05 Pavt Markings - All / County Roads	4	2582.502 PAVT MSSG (RT ARROW) PAINT (EACH)	60.000	3.00	0.00	\$0.00	3.00	\$180.00
CP 2023-05 Pavt Markings - All / County Roads	5	2582.502 PAVT MSSG (LT ARROW) PAINT (EACH)	60.000	4.00	0.00	\$0.00	4.00	\$240.00
CP 2023-05 Pavt Markings - All / County Roads	6	2582.502 PAVT MSSG (L T-THRU ARROW) PAINT (EACH)	100.000	1.00	0.00	\$0.00	1.00	\$100.00



Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
CP 2023-05 Pavement Markings  
Final Payment No. 2

Contract Item Status by Funding Breakdown								
Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CP 2023-05 Pavt Markings - All / County Roads	7	2582.503 4" SOLID LINE YELLOW-PAINT (LIN FT)	0.075	256,430.00	0.00	\$0.00	252,050.00	\$18,903.75
CP 2023-05 Pavt Markings - All / County Roads	8	2582.503 4" BROKEN LINE YELLOW-PAINT (LIN FT)	0.075	80,292.00	510.00	\$38.25	76,321.07	\$5,724.08
CP 2023-05 Pavt Markings - All / County Roads	9	2582.503 4" DOUBLE SOLID LINE YELLOW-PAINT (LIN FT)	0.150	558,815.00	0.00	\$0.00	552,574.00	\$82,886.10
CP 2023-05 Pavt Markings - All / County Roads	10	2582.503 6" SOLID LINE WHITE-PAINT (LIN FT)	0.100	604,329.00	0.00	\$0.00	586,285.00	\$58,628.50
CP 2023-05 Pavt Markings - All / County Roads	11	2582.503 4" SOLID LINE WHITE-PAINT (LIN FT)	0.075	12,514.00	0.00	\$0.00	8,705.07	\$652.88
CP 2023-05 Pavt Markings - All / County Roads	12	2582.503 4" DOTTED LINE WHITE-PAINT (LIN FT)	0.075	1,109.00	0.00	\$0.00	859.07	\$64.43
CP 2023-05 Pavt Markings - All / County Roads	13	2582.503 24" STOP LINE WHITE-PAINT (LIN FT)	3.000	252.00	0.00	\$0.00	251.00	\$753.00
CP 2023-05 Pavt Markings - All / County Roads	14	2582.518 CROSSWALK MARKING (CONTINENTAL BLOCK DESIGN) LATEX (S.F.)	1.500	6,372.00	0.00	\$0.00	6,192.00	\$9,288.00
<b>Totals:</b>						<b>\$1,261.25</b>		<b>\$185,991.50</b>



## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	1-541-776-992
Submitted Date and Time:	5-Sep-2023 11:37:52 AM
Legal Name:	SIR LINES-A-LOT INC
Federal Employer ID:	46-5427787
User Who Submitted:	linesalot
Type of Request Submitted:	Contractor Affidavit

### Affidavit Summary

Affidavit Number:	842092544
Minnesota ID:	3509324
Project Owner:	HOUSTON COUNTY
Project Number:	CP 2023-05
Project Begin Date:	01-May-2023
Project End Date:	25-Aug-2023
Project Location:	HOUSTON COUNTY
Project Amount:	\$158,991.50
Subcontractors:	No Subcontractors

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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

**RESOLUTION NO. 23-31**

**FINAL ACCEPTANCE FOR CP 2023-05 PAVEMENT MARKINGS**

**CONTRACT # 333 – SIR LINES-A-LOT INC**

**September 26, 2023**

WHEREAS, Contract No. 333 has in all things been completed, and the County Board being fully advised in the premises,

NOW, THEN BE IT RESOLVED, That we do hereby accept said completed project for and in behalf of the County of Houston and authorize final payment as specified herein.

\*\*\*\*\*CERTIFICATION\*\*\*\*\*

STATE OF MINNESOTA  
COUNTY OF HOUSTON

I, Polly Heberlein, Interim County Auditor/Treasurer do certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated September 26, 2023.

WITNESS my hand and the seal of my office this 26th day of September 2023.

Signed by \_\_\_\_\_

Interim Houston County Auditor - Treasurer

# Houston County Agenda Request Form

Date Submitted: September 11, 2023

Board Date: September 26, 2023

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Project # CP 2023-01 with Bruening Rock Products Inc provided maintenance rock on various Houston County roads is complete and ready for final payment.

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

Final Contract Voucher (5 need to be signed)

(1-County Claim, 1 Contractor, 1-Auditor's office, and 2-Highway Dept)

**Justification:**

**Action Requested:**

Resolution for Final Acceptance needed for contract.

Language for Minutes:

Commissioner \_\_\_\_\_ moved, Commissioner \_\_\_\_\_ seconded, unanimously carried to approve Resolution **23-32** Final Acceptance for CP 2023-01, Contract #056 with Bruening Rock Products, for maintenance rock. Total cost was \$280,476.29.

WHEREAS, Contract No. 056 has in all things been completed, and the County Board being fully advised in the premises; and

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners accepts said completed project for and on behalf of the Houston County DOT and authorize final payment as specified herein.

## For County Use Only

**Reviewed by:**

_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
_____ Finance Director	_____ County Engineer	_____ Environmental Services
_____ IS Director	_____ Other (indicate dept)	_____

**Recommendation:**

**Decision:**

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

# Houston County Highway Department

1124 E Washington St, Caledonia, MN 55921  
CP 2023-01 A Aggregate Stockpiled (Delivered)  
Final Payment No. 2

**Contractor:** Bruening Rock Products Inc.  
900 Montgomery St.  
Decorah, IA 52172

**Contract No.** 056 CP 2023-01 A Aggregate  
Stockpiled (Delivered)  
**Vendor Number:** 5937  
**Up To Date:** 8/31/2023  
**Warrant #** \_\_\_\_\_ **Date** \_\_\_\_\_

## Contract Amount

Original Contract	\$279,809.20
Contract Changes	\$0.00
Revised Contract	\$279,809.20

## Work Certified To Date

Base Bid Items	\$280,476.29
Contract Changes	\$
Material On Hand	\$0.00
Total	\$280,476.29

## Funds Encumbered

Original	\$279,809.20
Additional	N/A
Total	\$279,809.20

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$280,476.29	\$0.00	\$266,452.48	\$14,023.81	\$280,476.29
Percent: Retained: 0%			Percent Complete: 100.24%		
<b>Amount Paid This Final Payment</b>				<b>\$14,023.81</b>	

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

Approved By

Approved By Bruening Rock Products Inc.



County Engineer

Date 9/13/2023



Contractor

Date 9-07-2023

SEC-T/EAS

**Certificate of Final Contract Acceptance**  
**Final Voucher Number: number**

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 9/13/2023 Signature [Signature] County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$280,476.29 and agrees to the amount of \$14,023.81 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Bruening Rock Products Inc.

By [Signature]  
Signature

And \_\_\_\_\_ And \_\_\_\_\_ State of IA,  
Signature Signature

On This 8<sup>th</sup> Day September, 2023, Before me appeared Keith Bruening To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as  
\_\_\_\_\_ free to act and deed  
his/her

(Corporate Acknowledgment)

\_\_\_\_\_ And \_\_\_\_\_, to me personally known, who, being each by me duly sworn

each did say that they are respectively the Sec - Treas and \_\_\_\_\_ of the

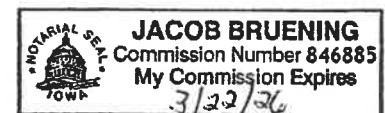
\_\_\_\_\_ Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

Officer and said Keith Bruening and \_\_\_\_\_

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

Notarial My Commission as Notary Public in Winnebago County

Seal Expires 3/22/26 Signature [Signature]



I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated \_\_\_\_\_ Signature \_\_\_\_\_ District Engineer

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
CP 2023-01 A Aggregate Stockpiled (Delivered)  
Final Payment No. 2

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

Contract Number: 056 CP 2023-01 A Aggregate Stockpiled (Delivered)  
Contractor: Bruening Rock Products Inc.  
Date Certified: 8/31/2023  
Payment Number: 2

Whereas; Contract No.056 CP 2023-01 A Aggregate Stockpiled (Delivered) has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Houston County Highway Department a and authorize final payment as specified herein.

State of Minnesota

I, Polly Heberlein, Houston County Interim Auditor-Treasurer, within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

At Caledonia, Minnesota

Signed By \_\_\_\_\_

(SEAL)

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
CP 2023-01 A Aggregate Stockpiled (Delivered)  
Final Payment No. 2

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	8/22/2023	\$280,476.29	\$14,023.81	\$266,452.48
2	8/31/2023	\$0.00	(\$14,023.81)	\$14,023.81

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CP 2023-01 A Aggregate Stockpiled (Delivered)		\$280,476.29	\$0.00	\$266,452.48	\$14,023.81	\$280,476.29

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
66	County Levy	\$14,023.81	\$279,809.20	\$279,809.20	\$280,476.29

**Contract Item Status**

Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.259	3,200.00	0.00	\$0.00	3,108.10	\$34,994.10
Base Bid	2	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.459	3,100.00	0.00	\$0.00	3,108.66	\$35,622.13
Base Bid	3	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.739	600.00	0.00	\$0.00	596.17	\$6,998.44
Base Bid	4	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.259	2,000.00	0.00	\$0.00	2,016.97	\$22,709.07
Base Bid	5	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.259	1,600.00	0.00	\$0.00	1,620.60	\$18,246.34
Base Bid	6	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.099	3,200.00	0.00	\$0.00	3,209.39	\$35,621.02
Base Bid	7	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.199	3,000.00	0.00	\$0.00	2,963.55	\$33,188.80
Base Bid	8	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.279	2,300.00	0.00	\$0.00	2,380.24	\$26,846.73
Base Bid	9	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.439	1,800.00	0.00	\$0.00	1,703.16	\$19,482.45
Base Bid	10	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	0.000	1,600.00	0.00	\$0.00	0.00	\$0.00
Base Bid	11	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.739	1,000.00	0.00	\$0.00	1,145.30	\$13,444.68
Base Bid	12	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	0.000	1,000.00	0.00	\$0.00	0.00	\$0.00
Base Bid	13	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.099	3,000.00	0.00	\$0.00	3,002.30	\$33,322.53



Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
CP 2023-01 A Aggregate Stockpiled (Delivered)  
Final Payment No. 2

Contract Item Status								
Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid Totals:						\$0.00		\$280,476.29

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
CP 2023-01 A Maintenance Rock	CSAH 8A	\$0.00	\$6,998.44
CP 2023-01 A Maintenance Rock	CSAH 5B	\$0.00	\$35,622.13
CP 2023-01 A Maintenance Rock	CSAH 5A	\$0.00	\$34,994.10
CP 2023-01 A Maintenance Rock	CSAH 32	\$0.00	\$0.00
CP 2023-01 A Maintenance Rock	CSAH 31	\$0.00	\$13,444.68
CP 2023-01 A Maintenance Rock	CSAH 28	\$0.00	\$0.00
CP 2023-01 A Maintenance Rock	CSAH 23	\$0.00	\$19,482.45
CP 2023-01 A Maintenance Rock	CSAH 22	\$0.00	\$26,846.73
CP 2023-01 A Maintenance Rock	CSAH 20	\$0.00	\$33,188.80
CP 2023-01 A Maintenance Rock	CSAH 19	\$0.00	\$35,621.02
CP 2023-01 A Maintenance Rock	CSAH 12	\$0.00	\$18,246.34
CP 2023-01 A Maintenance Rock	CSAH 11	\$0.00	\$22,709.07
CP 2023-01 A Maintenance Rock	CR 249	\$0.00	\$33,322.53

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

<b>Contract Total</b>	<b>\$280,476.29</b>
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
CP 2023-01 A Aggregate Stockpiled (Delivered)  
Final Payment No. 2

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Item Status by Funding Breakdown								
Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CP 2023-01 A Aggregate Stockpiled (Delivered) / CP 2023-01 A Aggregate Stockpiled (Delivered)	1	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.259	3,200.00	0.00	\$0.00	3,108.10	\$34,994.10
CP 2023-01 A Aggregate Stockpiled (Delivered) / CP 2023-01 A Aggregate Stockpiled (Delivered)	2	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.459	3,100.00	0.00	\$0.00	3,108.66	\$35,622.13
CP 2023-01 A Aggregate Stockpiled (Delivered) / CP 2023-01 A Aggregate Stockpiled (Delivered)	3	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.739	600.00	0.00	\$0.00	596.17	\$6,998.44
CP 2023-01 A Aggregate Stockpiled (Delivered) / CP 2023-01 A Aggregate Stockpiled (Delivered)	4	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.259	2,000.00	0.00	\$0.00	2,016.97	\$22,709.07
CP 2023-01 A Aggregate Stockpiled (Delivered) / CP 2023-01 A Aggregate Stockpiled (Delivered)	5	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.259	1,600.00	0.00	\$0.00	1,620.60	\$18,246.34
CP 2023-01 A Aggregate Stockpiled (Delivered) / CP 2023-01 A Aggregate	6	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.099	3,200.00	0.00	\$0.00	3,209.39	\$35,621.02

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
CP 2023-01 A Aggregate Stockpiled (Delivered)  
Final Payment No. 2

**Contract Item Status by Funding Breakdown**

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Stockpiled (Delivered)								
CP 2023-01 A Aggregate Stockpiled (Delivered) / CP 2023-01 A Aggregate Stockpiled (Delivered)	7	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.199	3,000.00	0.00	\$0.00	2,963.55	\$33,188.80
CP 2023-01 A Aggregate Stockpiled (Delivered) / CP 2023-01 A Aggregate Stockpiled (Delivered)	8	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.279	2,300.00	0.00	\$0.00	2,380.24	\$26,846.73
CP 2023-01 A Aggregate Stockpiled (Delivered) / CP 2023-01 A Aggregate Stockpiled (Delivered)	9	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.439	1,800.00	0.00	\$0.00	1,703.16	\$19,482.45
CP 2023-01 A Aggregate Stockpiled (Delivered) / CP 2023-01 A Aggregate Stockpiled (Delivered)	10	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	0.000	1,600.00		\$0.00		\$0.00
CP 2023-01 A Aggregate Stockpiled (Delivered) / CP 2023-01 A Aggregate Stockpiled (Delivered)	11	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.739	1,000.00	0.00	\$0.00	1,145.30	\$13,444.68
CP 2023-01 A Aggregate Stockpiled (Delivered) / CP 2023-01 A Aggregate Stockpiled (Delivered)	12	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	0.000	1,000.00		\$0.00		\$0.00
CP 2023-01 A Aggregate Stockpiled (Delivered) / CP 2023-01 A Aggregate	13	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.099	3,000.00	0.00	\$0.00	3,002.30	\$33,322.53

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
CP 2023-01 A Aggregate Stockpiled (Delivered)  
Final Payment No. 2

Contract Item Status by Funding Breakdown								
Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Stockpiled (Delivered)								
Totals:						\$0.00		\$280,476.29



### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number: 0-452-716-128  
Submitted Date and Time: 8-Sep-2023 11:17:56 AM  
Legal Name: BRUENING ROCK PRODUCTS INC  
Federal Employer ID: 42-0632195  
User Who Submitted: Bruening Rock  
Type of Request Submitted: Contractor Affidavit

### Affidavit Summary

Affidavit Number: 698961920  
Minnesota ID: 6488964  
Project Owner: HOUSTON COUNTY  
Project Number: CP 2023-01  
Project Begin Date: 25-Jul-2023  
Project End Date: 14-Aug-2023  
Project Location: HOUSTON COUNTY  
Project Amount: \$280,476.29  
Subcontractors: No Subcontractors

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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

**RESOLUTION NO. 23-32**

**FINAL ACCEPTANCE FOR CP 2023-01 MAINTENANCE ROCK**

**CONTRACT # 056 – BRUENING ROCK PRODUCTS INC**

**September 26, 2023**

WHEREAS, Contract No. 056 has in all things been completed, and the County Board being fully advised in the premises,

NOW, THEN BE IT RESOLVED, That we do hereby accept said completed project for and in behalf of the County of Houston and authorize final payment as specified herein.

\*\*\*\*\*CERTIFICATION\*\*\*\*\*

STATE OF MINNESOTA  
COUNTY OF HOUSTON

I, Polly Heberlein, Interim County Auditor/Treasurer do certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated September 26, 2023.

WITNESS my hand and the seal of my office this 26th day of September 2023.

Signed by \_\_\_\_\_

Interim Houston County Auditor - Treasurer

# Houston County Agenda Request Form

Date Submitted: September 11, 2023

Board Date: September 26, 2023

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Project # SAP 028-612-014 with Minnow Construction Inc., for the bridge replacement on CSAH 12 is complete and ready for final payment.

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

Final Contract Voucher (5 need to be signed)  
(1-County Claim, 1 Contractor, 1-Auditor's office, and 2-Highway Dept)

**Justification:**

**Action Requested:**

Resolution for Final Acceptance needed for contract.

Language for Minutes:

Commissioner \_\_\_\_\_ moved, Commissioner \_\_\_\_\_ seconded, unanimously carried to approve Resolution 23-33 Final Acceptance for SAP 028-612-014, Contract #321 with Minnowa Construction for the bridge replacement on CSAH 12. Total cost was \$234,180.54.

WHEREAS, Contract No. 321 has in all things been completed, and the County Board being fully advised in the premises; and

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners accepts said completed project for and on behalf of the Houston County DOT and authorize final payment as specified herein.

## For County Use Only

**Reviewed by:**

\_\_\_\_\_  
County Auditor  
\_\_\_\_\_  
Finance Director  
\_\_\_\_\_  
IS Director

\_\_\_\_\_  
County Attorney  
\_\_\_\_\_  
County Engineer  
\_\_\_\_\_  
Other (indicate dept)

\_\_\_\_\_  
Zoning Administrator  
\_\_\_\_\_  
Environmental Services

**Recommendation:**

**Decision:**

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

# Houston County Agenda Request Form

Date Submitted: September 11, 2023

Board Date: September 26, 2023

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Project # SAP 028-612-014 with Minnow Construction Inc., for the bridge replacement on CSAH 12 is complete and ready for final payment.

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

Final Contract Voucher (5 need to be signed)

(1-County Claim, 1 Contractor, 1-Auditor's office, and 2-Highway Dept)

**Justification:**

**Action Requested:**

Resolution for Final Acceptance needed for contract.

Language for Minutes:

Commissioner \_\_\_\_\_ moved, Commissioner \_\_\_\_\_ seconded, unanimously carried to approve Resolution 23-33 Final Acceptance for SAP 028-612-014, Contract #321 with Minnowa Construction for the bridge replacement on CSAH 12. Total cost was \$234,180.54.

WHEREAS, Contract No. 321 has in all things been completed, and the County Board being fully advised in the premises; and

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners accepts said completed project for and on behalf of the Houston County DOT and authorize final payment as specified herein.

**For County Use Only**

**Reviewed by:**

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Zoning Administrator

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

\_\_\_\_\_  
County Engineer

\_\_\_\_\_  
Environmental Services

\_\_\_\_\_  
IS Director

\_\_\_\_\_  
Other (indicate dept)

**Recommendation:**

**Decision:**

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



# Houston County Highway Department

1124 E Washington St, Caledonia, MN 55921  
321 SAP 028-612-014 (Bridge Replacement #88421)  
Final Payment No. 2

**Contractor:** Minnowa Construction Inc.  
850 Wickett Drive NW  
Harmony

**Contract No.** 321 SAP 028-612-014 (Bridge Replacement #88421)  
**Vendor Number:** 9652  
**Up To Date:** 8/22/2023  
**Warrant #** \_\_\_\_\_ **Date** \_\_\_\_\_

## Contract Amount

Original Contract	\$231,749.77
Contract Changes	\$0.00
Revised Contract	\$231,749.77

## Funds Encumbered

Original	\$231,749.77
Additional	N/A
Total	\$231,749.77

## Work Certified To Date

Base Bid Items	\$234,180.54
Contract Changes	\$
Material On Hand	\$0.00
Total	\$234,180.54

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$234,180.54	\$0.00	\$222,471.51	\$11,709.03	\$234,180.54
Percent: Retained: 0%			Percent Complete: 101.05%		
<b>Amount Paid This Final Payment</b>				<b>\$11,709.03</b>	

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

Approved By

Approved By Minnowa Construction Inc.

County Engineer

Date 9/13/2023

Contractor

Date 8/28/23

**Certificate of Final Contract Acceptance**  
**Final Voucher Number: number**

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 9/13/2023 Signature [Signature] County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$234,180.54 and agrees to the amount of \$11,709.03 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Minnowa Construction Inc.

By [Signature]  
Signature

And \_\_\_\_\_ And \_\_\_\_\_ State of MN,  
Signature Signature

On This 28<sup>th</sup> Day August, 2023, Before me appeared Jocelyn Clarine To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as  
\_\_\_\_\_ free to act and deed  
his/her

(Corporate Acknowledgment)

\_\_\_\_\_ And \_\_\_\_\_, to me personally known, who, being each by me duly sworn

each did say that they are respectively the Controller and \_\_\_\_\_ of the

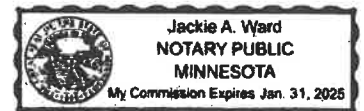
Minnowa Constr. Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

\_\_\_\_\_ and said \_\_\_\_\_ and \_\_\_\_\_

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

Notarial My Commission as Notary Public in FELLMORE County

Seal Expires 1-31-25 Signature [Signature]



I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated \_\_\_\_\_ Signature \_\_\_\_\_ District Engineer

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
321 SAP 028-612-014 (Bridge Replacement #88421)  
Final Payment No. 2

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

Contract Number: 321 SAP 028-612-014 (Bridge Replacement #88421)  
Contractor: Minnowa Construction Inc.  
Date Certified: 8/22/2023  
Payment Number: 2

Whereas; Contract No.321 SAP 028-612-014 (Bridge Replacement #88421) has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Houston County Highway Department a and authorize final payment as specified herein.

State of Minnesota

I, Polly Heberlein, Houston County Interim Auditor-Treasurer, within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

At Caledonia, Minnesota

Signed By \_\_\_\_\_

(SEAL)

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
321 SAP 028-612-014 (Bridge Replacement #88421)  
Final Payment No. 2

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	5/31/2023	\$234,180.54	\$11,709.03	\$222,471.51
2	8/22/2023	\$0.00	(\$11,709.03)	\$11,709.03

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Non-Participating	2	\$65,372.82	\$0.00	\$62,104.18	\$3,268.64	\$65,372.82
Participating	1	\$168,807.72	\$0.00	\$160,367.33	\$8,440.39	\$168,807.72

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
5170 SAP 028-612-014 Reg Construction	Regular (CSAH)	\$7,527.45	\$148,118.32	\$148,118.32	\$150,549.09
5171 028-612-014 LBRP	LBRP	\$4,181.58	\$83,631.45	\$83,631.45	\$83,631.45

Contract Item Status								
Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501 MOBILIZATION (LUMP SUM)	7,500.000	0.64	0.00	\$0.00	0.64	\$4,800.00
Base Bid	1	2021.501 MOBILIZATION (LUMP SUM)	7,500.000	0.36	0.00	\$0.00	0.36	\$2,700.00
Base Bid	1	2104.503 SAWING BIT PAVEMENT (FULL DEPTH) (LIN FT)	7.500	48.00	0.00	\$0.00	48.00	\$360.00
Base Bid	1	2104.504 REMOVE BITUMINOUS PAVEMENT (SQ YD)	3.990	533.00	0.00	\$0.00	533.00	\$2,126.67
Base Bid	1	2106.507 EXCAVATION - COMMON (P) (CU YD)	7.500	345.00	0.00	\$0.00	345.00	\$2,587.50
Base Bid	1	2106.507 COMMON EMBANKMENT (CU YD)	7.500	310.00	0.00	\$0.00	310.00	\$2,325.00
Base Bid	1	2211.509 AGGREGATE BASE CLASS 5 (TON)	15.950	395.00	0.00	\$0.00	390.43	\$6,227.36
Base Bid	1	2211.509 AGGREGATE BASE CLASS 5Q (TON)	15.950	301.00	0.00	\$0.00	293.02	\$4,673.67
Base Bid	1	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	25.500	44.00	0.00	\$0.00	0.00	\$0.00
Base Bid	1	2360.509 TYPE SP (12.5) WEARING COURSE MIX (3,B) (TON)	172.000	121.00	0.00	\$0.00	125.96	\$21,665.12
Base Bid	1	2412.502 12X8 PRECAST CONCRETE BOX CULVERT END SECTION (EACH)	33,000.000	2.00	0.00	\$0.00	2.00	\$66,000.00
Base Bid	1	2412.503 12X8 PRECAST CONCRETE BOX CULVERT (LIN FT)	1,710.000	52.00	0.00	\$0.00	52.00	\$88,920.00

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
321 SAP 028-612-014 (Bridge Replacement #88421)  
Final Payment No. 2

Contract Item Status								
Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2442.501 REMOVE EXISTING BRIDGE (LUMP SUM)	10,000.000	1.00	0.00	\$0.00	1.00	\$10,000.00
Base Bid	1	2451.507 COURSE AGGREGATE BEDDING (CV) (CU YD)	17.950	142.00	0.00	\$0.00	159.65	\$2,865.72
Base Bid	1	2511.507 RANDOM RIPRAP CLASS IV (CU YD)	50.000	73.00	0.00	\$0.00	97.56	\$4,878.00
Base Bid	1	2563.601 TRAFFIC CONTROL (LUMP SUM)	2,100.000	0.64	0.00	\$0.00	0.64	\$1,344.00
Base Bid	1	2563.601 TRAFFIC CONTROL (LUMP SUM)	2,100.000	0.36	0.00	\$0.00	0.36	\$756.00
Base Bid	1	2573.503 SILT FENCE, TYPE MS (LIN FT)	3.000	100.00	0.00	\$0.00	170.00	\$510.00
Base Bid	1	2575.501 TURF ESTABLISHMENT (LUMP SUM)	900.000	1.00	0.00	\$0.00	1.00	\$900.00
Base Bid	1	2575.504 ROLLED EROSION PREVENTION CATEGORY 20 (SQ YD)	3.000	1,791.00	0.00	\$0.00	1,553.00	\$4,659.00
Base Bid	1	2582.503 4" SOLID LINE PAINT (LIN FT)	6.500	179.00	0.00	\$0.00	221.00	\$1,436.50
Base Bid	1	2582.503 6" SOLID LINE PAINT (LIN FT)	6.500	400.00	0.00	\$0.00	624.00	\$4,056.00
Base Bid	1	2582.503 4" BROKEN LINE PAINT (LIN FT)	6.500	40.00	0.00	\$0.00	60.00	\$390.00
<b>Base Bid Totals:</b>						<b>\$0.00</b>		<b>\$234,180.54</b>

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SAP 028-612-014	PARTICIPATING	\$0.00	\$168,807.72
SAP 028-612-014	NON-PARTICIPATING	\$0.00	\$65,372.82

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

<b>Contract Total</b>	<b>\$234,180.54</b>
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
321 SAP 028-612-014 (Bridge Replacement #88421)  
Final Payment No. 2

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Item Status by Funding Breakdown								
Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Non-Participating	1	2442.501 REMOVE EXISTING BRIDGE (LUMP SUM)	10,000.000	1.00	0.00	\$0.00	1.00	\$10,000.00
Non-Participating	1	2211.509 AGGREGATE BASE CLASS 5Q (TON)	15.950	301.00	0.00	\$0.00	293.02	\$4,673.67
Non-Participating	1	2211.509 AGGREGATE BASE CLASS 5 (TON)	15.950	395.00	0.00	\$0.00	390.43	\$6,227.36
Non-Participating	1	2106.507 EXCAVATION - COMMON (P) (CU YD)	7.500	345.00	0.00	\$0.00	345.00	\$2,587.50
Non-Participating	1	2360.509 TYPE SP (12.5) WEARING COURSE MIX (3,B) (TON)	172.000	121.00	0.00	\$0.00	125.96	\$21,665.12
Non-Participating	1	2573.503 SILT FENCE, TYPE MS (LIN FT)	3.000	100.00	0.00	\$0.00	170.00	\$510.00
Non-Participating	1	2582.503 4" SOLID LINE PAINT (LIN FT)	6.500	179.00	0.00	\$0.00	221.00	\$1,436.50
Non-Participating	1	2575.504 ROLLED EROSION PREVENTION CATEGORY 20 (SQ YD)	3.000	1,791.00	0.00	\$0.00	1,553.00	\$4,659.00
Non-Participating	1	2563.601 TRAFFIC CONTROL (LUMP SUM)	2,100.000	0.36	0.00	\$0.00	0.36	\$756.00
Non-Participating	1	2582.503 4" BROKEN LINE PAINT (LIN FT)	6.500	40.00	0.00	\$0.00	60.00	\$390.00
Non-Participating	1	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	25.500	44.00	0.00	\$0.00	0.00	\$0.00
Non-Participating	1	2104.504 REMOVE BITUMINOUS PAVEMENT (SQ YD)	3.990	533.00	0.00	\$0.00	533.00	\$2,126.67
Non-Participating	1	2575.501 TURF ESTABLISHMENT (LUMP SUM)	900.000	1.00	0.00	\$0.00	1.00	\$900.00
Non-Participating	1	2104.503 SAWING BIT PAVEMENT (FULL DEPTH) (LIN FT)	7.500	48.00	0.00	\$0.00	48.00	\$360.00
Non-Participating	1	2021.501 MOBILIZATION (LUMP SUM)	7,500.000	0.36	0.00	\$0.00	0.36	\$2,700.00
Non-Participating	1	2582.503 6" SOLID LINE PAINT (LIN FT)	6.500	400.00	0.00	\$0.00	624.00	\$4,056.00

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
321 SAP 028-612-014 (Bridge Replacement #88421)  
Final Payment No. 2

**Contract Item Status by Funding Breakdown**

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Non-Participating	1	2106.507 COMMON EMBANKMENT (CU YD)	7.500	310.00	0.00	\$0.00	310.00	\$2,325.00
Participating	1	2563.601 TRAFFIC CONTROL (LUMP SUM)	2,100.000	0.64	0.00	\$0.00	0.64	\$1,344.00
Participating	1	2451.507 COURSE AGGREGATE BEDDING (CV) (CU YD)	17.950	142.00	0.00	\$0.00	159.65	\$2,865.72
Participating	1	2412.502 12X8 PRECAST CONCRETE BOX CULVERT END SECTION (EACH)	33,000.000	2.00	0.00	\$0.00	2.00	\$66,000.00
Participating	1	2412.503 12X8 PRECAST CONCRETE BOX CULVERT (LIN FT)	1,710.000	52.00	0.00	\$0.00	52.00	\$88,920.00
Participating	1	2511.507 RANDOM RIPRAP CLASS IV (CU YD)	50.000	73.00	0.00	\$0.00	97.56	\$4,878.00
Participating	1	2021.501 MOBILIZATION (LUMP SUM)	7,500.000	0.64	0.00	\$0.00	0.64	\$4,800.00
<b>Totals:</b>						<b>\$0.00</b>		<b>\$234,180.54</b>



## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	1-103-849-056
Submitted Date and Time:	8-Sep-2023 11:38:36 AM
Legal Name:	MINNOWA CONSTRUCTION INC
Federal Employer ID:	41-1479487
User Who Submitted:	minnowa
Type of Request Submitted:	Contractor Affidavit

### Affidavit Summary

Affidavit Number:	364793856
Minnesota ID:	4962954
Project Owner:	HOUSTON COUNTY
Project Number:	SAP 028-612-014
Project Begin Date:	08-May-2023
Project End Date:	23-May-2023
Project Location:	HOUSTON COUNTY-CSAH #12, CALEDONIA
Project Amount:	\$231,749.77

### Subcontractor Summary

Name	ID	Affidavit Number
MATHY CONSTRUCTION CO/DUNN	8749839	2125156352
NORTHERN EROSION LLC	9917969	1921929216
SAFETY SIGNS LLC	5139558	307646464
SIR LINES-A-LOT INC	3509324	1109282816

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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





## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	1-225-483-872
Submitted Date and Time:	8-Sep-2023 10:55:33 AM
Legal Name:	MATHY CONSTRUCTION CO
Federal Employer ID:	39-0752519
User Who Submitted:	mathy1
Type of Request Submitted:	Contractor Affidavit

### Contractor Affidavit Summary

Affidavit Number:	2125156352
Minnesota ID:	8749839
Project Owner:	HOUSTON COUNTY HIGHWAY DEPARTMENT
Project Number:	SAP 028-612-014
Project Begin Date:	22-May-2023
Project End Date:	22-May-2023
Project Location:	HOUSTON CTY 12 BRIDGE
Project Amount:	\$21,308.06
Subcontractors:	No Subcontractors

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	1-233-725-024
Submitted Date and Time:	30-Aug-2023 11:07:36 AM
Legal Name:	NORTHERN EROSION LLC
Federal Employer ID:	30-0549217
User Who Submitted:	andywein
Type of Request Submitted:	Contractor Affidavit

<b>Affidavit Number:</b>	<b>1921929216</b>
Minnesota ID:	9917969
Project Owner:	HOUSTON CO
Project Number:	SAP 028-612-014
Project Begin Date:	23-May-2023
Project End Date:	23-May-2023
Project Location:	HOUSTON CO
Project Amount:	\$6,075.25
Subcontractors:	No Subcontractors

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

### How to View and Print this Request

You can see copies of your requests by going into your History.

This message and any attachments are solely for the intended recipient and may contain nonpublic / private data. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us and immediately and permanently delete this message and any attachments. Thank you.



## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	0-621-790-816
Submitted Date and Time:	28-Aug-2023 4:31:39 PM
Legal Name:	SAFETY SIGNS LLC
Federal Employer ID:	41-1991774
User Who Submitted:	beth novak
Type of Request Submitted:	Contractor Affidavit

### Affidavit Summary

Affidavit Number:	307646464
Minnesota ID:	5139558
Project Owner:	HOUSTON COUNTY
Project Number:	SAP 028-612-014
Project Begin Date:	08-May-2023
Project End Date:	24-May-2023
Project Location:	BOX CULVERT REPLACEMENT ON CSAH 12 - HOUSTON COUNTY, MN
Project Amount:	\$2,100.00
Subcontractors:	No Subcontractors

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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



## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	0-476-759-648
Submitted Date and Time:	29-Aug-2023 9:53:24 AM
Legal Name:	SIR LINES-A-LOT INC
Federal Employer ID:	46-5427787
User Who Submitted:	linesalot
Type of Request Submitted:	Contractor Affidavit

### Affidavit Summary

Affidavit Number:	1109282816
Minnesota ID:	3509324
Project Owner:	HOUSTON COUNTY
Project Number:	SAP 028-612-014
Project Begin Date:	01-May-2023
Project End Date:	29-Aug-2023
Project Location:	HOUSTON COUNTY
Project Amount:	\$4,122.50
Subcontractors:	No Subcontractors

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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

**RESOLUTION NO. 23-33**

**FINAL ACCEPTANCE FOR SAP 028-612-014 BRIDGE REPLACEMENT**

**CONTRACT # 321 – MINNOWA CONSTRUCTION INC**

**September 26, 2023**

WHEREAS, Contract No. 321 has in all things been completed, and the County Board  
being fully advised in the premises,

NOW, THEN BE IT RESOLVED, That we do hereby accept said completed project for  
and in behalf of the County of Houston and authorize final payment as specified herein.

**\*\*\*\*\*CERTIFICATION\*\*\*\*\***

STATE OF MINNESOTA  
COUNTY OF HOUSTON

I, Polly Heberlein, Interim County Auditor/Treasurer do certify that the above is a true  
and correct copy of a resolution adopted by the Houston County Board of Commissioners at the  
session dated September 26, 2023.

WITNESS my hand and the seal of my office this 26th day of September 2023.

Signed by \_\_\_\_\_

Interim Houston County Auditor - Treasurer

# Houston County Agenda Request Form

**Date Submitted:** September 11, 2023

**Board Date: September 26, 2023**

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

**Issue:**

**Project # CP 2023-06 with Scott Construction, Inc., for Bituminous Seal Coat is complete and ready for final payment.**

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

**Final Contract Voucher (5 need to be signed)**

(1-County Claim, 1 Contractor, 1-Auditor's office, and 2-Highway Dept)

**Justification:**

**Action Requested:**

**Resolution for Final Acceptance needed for contract.**

**Language for Minutes:**

Commissioner \_\_\_\_\_ moved, Commissioner \_\_\_\_\_ seconded, unanimously carried to approve Resolution 23-34 Final Acceptance for CP 2023-06, Contract #334 with Scott Construction Inc for bituminous sealcoat. Total cost was \$523,759.41

WHEREAS, Contract No. 334 has in all things been completed, and the County Board being fully advised in the premises; and

**THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners accepts said completed project for and on behalf of the Houston County DOT and authorize final payment as specified herein.**

For County Use Only			
<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.**

# Houston County Highway Department

1124 E Washington St, Caledonia, MN 55921  
334 CP 2023-06 Bituminous Seal Coat  
Final Payment No. 2

**Contractor:** Scott Construction, Inc.

PO Box 340

Lake Delton, WI 53940

**Contract No.** 334 CP 2023-06 Bituminous  
Seal Coat

**Vendor Number:** 6131

**Up To Date:** 8/31/2023

**Warrant #** \_\_\_\_\_ **Date** \_\_\_\_\_

## Contract Amount

Original Contract	\$507,220.22
Contract Changes	\$0.00
Revised Contract	\$507,220.22

## Work Certified To Date

Base Bid Items	\$523,759.41
Contract Changes	\$
Material On Hand	\$0.00
Total	\$523,759.41

## Funds Encumbered

Original	\$507,220.22
Additional	N/A
Total	\$507,220.22

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$523,759.41	\$0.00	\$497,571.44	\$26,187.97	\$523,759.41
Percent: Retained: 0%			Percent Complete: 103.26%		
<b>Amount Paid This Final Payment</b>				<b>\$26,187.97</b>	

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

Approved By

Approved By Scott Construction, Inc.

County Engineer

Date 9/12/2023

Contractor John A. Scott, Vice President

Date 9/12/2023

**Certificate of Final Contract Acceptance**  
**Final Voucher Number: number**

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 9/19/2023 Signature [Signature] County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$523,759.41 and agrees to the amount of \$26,187.97 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Scott Construction, Inc.

By [Signature] Signature



And [Signature] Signature And [Signature] Signature

On This 12<sup>th</sup> Day September, 2023, Before me appeared \_\_\_\_\_ To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as  
\_\_\_\_\_ free to act and deed  
his/her

(Corporate Acknowledgment)

John A. Scott And Steven T. Heiser, to me personally known, who, being each by me duly sworn

each did say that they are respectively the Vice President and Secretary of the

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

Vice President and said Secretary and \_\_\_\_\_

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

Notarial My Commission as Notary Public in Sauk County

Seal Expires 6/19/2027 Signature [Signature]



I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated \_\_\_\_\_ Signature \_\_\_\_\_ District Engineer



Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
334 CP 2023-06 Bituminous Seal Coat  
Final Payment No. 2

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

Contract Number: 334 CP 2023-06 Bituminous Seal Coat  
Contractor: Scott Construction, Inc.  
Date Certified: 8/31/2023  
Payment Number: 2

Whereas; Contract No.334 CP 2023-06 Bituminous Seal Coat has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Houston County Highway Department a and authorize final payment as specified herein.

State of Minnesota

I, Polly Heberlein, Houston County Interim Auditor-Treasurer, within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

At Caledonia, Minnesota

Signed By \_\_\_\_\_

(SEAL)

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
334 CP 2023-06 Bituminous Seal Coat  
Final Payment No. 2

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	8/21/2023	\$523,759.41	\$26,187.97	\$497,571.44
2	8/31/2023	\$0.00	(\$26,187.97)	\$26,187.97

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CP 2023-06 Sealcoat		\$523,759.41	\$0.00	\$497,571.44	\$26,187.97	\$523,759.41

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
CP 2023-06 Sealcoat	County Levy	\$26,187.97	\$507,220.22	\$507,220.22	\$523,759.41

**Contract Item Status**

Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2356.504/002 BITUMINOUS SEAL COAT - (FA 2) (SQ YD)	0.520	282,452.00	0.00	\$0.00	282,452.00	\$146,875.04
Base Bid	2	2355.506 BITUMINOUS MATERIAL FOR FOG SEAL (GAL)	2.270	22,588.00	0.00	\$0.00	27,558.30	\$62,557.34
Base Bid	3	2356.506 BITUMINOUS MATERIAL FOR SEAL COAT (GAL)	3.500	76,237.00	0.00	\$0.00	77,845.70	\$272,459.95
Base Bid	4	2582.503/002 4" SOLID LINE YELLOW - PAINT (LIN FT)	0.120	16,313.00	0.00	\$0.00	16,304.00	\$1,956.48
Base Bid	5	2582.503/003 4" BROKEN LINE YELLOW - PAINT (LIN FT)	0.120	4,817.00	0.00	\$0.00	4,790.00	\$574.80
Base Bid	6	2582.503/004 4" DOUBLE SOLID LINE YELLOW - PAINT (LIN FT)	0.240	54,954.00	0.00	\$0.00	55,208.00	\$13,249.92
Base Bid	7	2582.503/001 6" SOLID LINE WHITE- PAINT (LIN FT)	0.160	158,061.00	0.00	\$0.00	157,653.00	\$25,224.48
Base Bid	8	2582.518 CROSSWALK MARKING (CONTINENTAL BLOCK DESIGN) - PAINT (S.F.)	7.000	105.00	0.00	\$0.00	60.00	\$420.00
Base Bid	9	2582.518 PAVEMENT MESSAGE PAINT (SQ FT)	125.000	1.00	0.00	\$0.00	2.00	\$250.00
Base Bid	10	2582.618 PAVEMENT MARKING SPECIAL (SQ FT)	0.600	611.00	0.00	\$0.00	319.00	\$191.40
Base Bid Totals:						\$0.00		\$523,759.41

**Project Category Totals**

Project	Category	Amount This Request	Amount To Date
CP 2023-06	CP 2023-06	\$0.00	\$523,759.41

Houston County Highway Department  
1124 E Washington St, Caledonia, MN 55921  
334 CP 2023-06 Bituminous Seal Coat  
Final Payment No. 2

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

Contract Total	\$523,759.41
----------------	--------------

Contract Change Totals			
Number	Description	Amount This Request	Amount To Date

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Item Status by Funding Breakdown									
Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date	
CP 2023-06 Sealcoat	1	2356.504/002 BITUMINOUS SEAL COAT - (FA 2) (SQ YD)	0.520	282,452.00	0.00	\$0.00	282,452.00	\$146,875.04	
CP 2023-06 Sealcoat	2	2355.506 BITUMINOUS MATERIAL FOR FOG SEAL (GAL)	2.270	22,588.00	0.00	\$0.00	27,558.30	\$62,557.34	
CP 2023-06 Sealcoat	3	2356.506 BITUMINOUS MATERIAL FOR SEAL COAT (GAL)	3.500	76,237.00	0.00	\$0.00	77,845.70	\$272,459.95	
CP 2023-06 Sealcoat	4	2582.503/002 4" SOLID LINE YELLOW - PAINT (LIN FT)	0.120	16,313.00	0.00	\$0.00	16,304.00	\$1,956.48	
CP 2023-06 Sealcoat	5	2582.503/003 4" BROKEN LINE YELLOW - PAINT (LIN FT)	0.120	4,817.00	0.00	\$0.00	4,790.00	\$574.80	
CP 2023-06 Sealcoat	6	2582.503/004 4" DOUBLE SOLID LINE YELLOW - PAINT (LIN FT)	0.240	54,954.00	0.00	\$0.00	55,208.00	\$13,249.92	
CP 2023-06 Sealcoat	7	2582.503/001 6" SOLID LINE WHITE- PAINT (LIN FT)	0.160	158,061.00	0.00	\$0.00	157,653.00	\$25,224.48	

Houston County Highway Department  
 1124 E Washington St, Caledonia, MN 55921  
 334 CP 2023-06 Bituminous Seal Coat  
 Final Payment No. 2

Contract Item Status by Funding Breakdown								
Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CP 2023-06 Sealcoat	8	2582.518 CROSSWALK MARKING (CONTINENTAL BLOCK DESIGN) - PAINT (S.F.)	7.000	105.00	0.00	\$0.00	60.00	\$420.00
CP 2023-06 Sealcoat	9	2582.518 PAVEMENT MESSAGE PAINT (SQ FT)	125.000	1.00	0.00	\$0.00	2.00	\$250.00
CP 2023-06 Sealcoat	10	2582.618 PAVEMENT MARKING SPECIAL (SQ FT)	0.600	611.00	0.00	\$0.00	319.00	\$191.40
<b>Totals:</b>						<b>\$0.00</b>		<b>\$523,759.41</b>



March 23, 2023

#BWBBMRR  
#0000 0043 3468 0644#  
SCOTT CONSTRUCTION INC  
PO BOX 340  
LAKE DELTON WI 53940-0340

MN ID: 3444712  
Letter ID: L0433468064

## Surety Deposit Withholding Waiver

The Minnesota Department of Revenue waives the surety deposit withholding requirement (Minnesota Statute 290.9705) for SCOTT CONSTRUCTION INC for the following contract.

**Contract Owner:** HOUSTON COUNTY  
**Project Location:** VARIOUS LOCATIONS  
**Project Number:** CP 2023-06  
**Contract Start Date:** June 2023  
**Projected End Date:** August 2023

### What do I do with this letter?

**If you are the non-Minnesota contractor**, give this letter to the business or governmental entity (Contract Owner) that hired you.

**If you are the Contract Owner**, verify that the project location, project number, start date, and end date are correct.

- If the information is **correct**, you are not required to withhold 8% from any payments you make to SCOTT CONSTRUCTION INC under this contract.
- If the information is **not correct**, have the non-Minnesota contractor send us a new Form SDE, *Exemption from Surety Deposits for Non-Minnesota Contractors*. You must withhold 8% from any payments you make to this contractor until they provide you a waiver letter from us with the correct information.

### What if I have questions?

For details on surety deposit requirements, go to [www.revenue.state.mn.us](http://www.revenue.state.mn.us) and enter **Withholding Fact Sheet 12** into the Search box. You may also contact us.

Income Tax and Withholding Division  
Phone: 651-282-9999 or 1-800-657-3594 (toll-free)  
Email: [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us)



## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	0-345-314-912
Submitted Date and Time:	12-Sep-2023 9:08:34 AM
Legal Name:	SCOTT CONSTRUCTION INC
Federal Employer ID:	39-0979191
User Who Submitted:	3444712
Type of Request Submitted:	Contractor Affidavit

### Affidavit Summary

Affidavit Number:	640765952
Minnesota ID:	3444712
Project Owner:	HOUSTON COUNTY HIGHWAY DEPT
Project Number:	CP 2023-06
Project Begin Date:	17-Jul-2023
Project End Date:	31-Aug-2023
Project Location:	HOUSTON COUNTY
Project Amount:	\$523,759.41

### Subcontractor Summary

Name	ID	Affidavit Number
ALL STATE TRAFFIC CONTROL, INC.	4300984	936792064
SIR LINES-A-LOT INC.	3509324	1638617088

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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



### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number:	0-470-046-304
Submitted Date and Time:	11-Sep-2023 5:07:07 PM
Legal Name:	ALL STATE TRAFFIC CONTROL, INC.
Federal Employer ID:	47-5418502
User Who Submitted:	ASTCMN16
Type of Request Submitted:	Contractor Affidavit

#### Affidavit Summary

Affidavit Number:	936792064
Minnesota ID:	4300884
Project Owner:	HOUSTON COUNTY
Project Number:	CP 2023
Project Begin Date:	10-Aug-2023
Project End Date:	16-Aug-2023
Project Location:	HOUSTON CO 1,4,10. ETC.
Project Amount:	\$7,500.00
Subcontractors:	No Subcontractors

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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



### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number:	1-036-609-120
Submitted Date and Time:	11-Sep-2023 12:04:37 PM
Legal Name:	SIR LINES-A-LOT INC
Federal Employer ID:	46-5427787
User Who Submitted:	linesalot
Type of Request Submitted:	Contractor Affidavit

#### Affidavit Summary

Affidavit Number:	1638617088
Minnesota ID:	3509324
Project Owner:	HOUSTON COUNTY
Project Number:	CP 2023-06
Project Begin Date:	01-Aug-2023
Project End Date:	31-Aug-2023
Project Location:	HOUSTON COUNTY
Project Amount:	\$41,867.08
Subcontractors:	No Subcontractors

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-667-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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



**RESOLUTION NO. 23-34**

**FINAL ACCEPTANCE FOR CP 2023-06 BITUMINOUS SEAL COAT**

**CONTRACT # 334 – SCOTT CONSTRUCTION, INC**

**September 26, 2023**

WHEREAS, Contract No. 334 has in all things been completed, and the County Board being fully advised in the premises,

NOW, THEN BE IT RESOLVED, That we do hereby accept said completed project for and in behalf of the County of Houston and authorize final payment as specified herein.

\*\*\*\*\*CERTIFICATION\*\*\*\*\*

STATE OF MINNESOTA  
COUNTY OF HOUSTON

I, Polly Heberlein, Interim County Auditor/Treasurer do certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated September 26, 2023.

WITNESS my hand and the seal of my office this 26th day of September 2023.

Signed by \_\_\_\_\_

Interim Houston County Auditor - Treasurer

# Houston County Agenda Request Form

Date Submitted: 9/21/2023

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

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

**Issue:**

PH/HS is proposing the addition of a self-service portal to our existing CaseWorks program. This program will assist our Income Maintenance unit with the ongoing work of unwinding pandemic era MA waivers. The vendor is waiving project implementation and training costs if we join the first round of implementation.

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

NTC portal Agreement; DHS Funding notice

**Justification:**

Total cost = \$16,875 (\$12,500 - licensing, and \$4375 - support through 2024). All costs are covered by funding from the state for MA unwind, resulting in no change to the 2024 PH/HS budget.

**Action Requested:**

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

## Licensing and Support Agreement

This Licensing and Support Agreement (this "Agreement") is dated September 15, 2023 (the "Effective Date") and is entered into by and between Next Chapter Technology, Inc. (NCT) located at 7700 Equitable Drive, Suite 200, Eden Prairie, MN ("Licensor") and Houston County, a Minnesota County located at 304 S. Marshall St., Caledonia, MN 55921 ("Customer").

As part of License & Support Agreement, Licensor provides the standard support and maintenance services described in Exhibit D attached hereto.

1. **Definitions.** Capitalized terms shall have the meaning defined herein.

**Confidential Information** means any and all non-public, confidential and proprietary information, furnished by the Disclosing Party or any of its Representatives to the Receiving Party or any of its Representatives, that is marked in writing (including e-mail), or in other tangible form, as "confidential" or "proprietary" or otherwise should be reasonably understood to be confidential from the nature of such information itself and/or the circumstances of such information's disclosure. Confidential Information may include, without limitation, such marked disclosures that relate to patents, patent applications, trade secrets, research, product plans, products, developments, know-how, ideas, inventions, processes, design details, drawings, sketches, models, engineering, software (including source and object code), algorithms, business plans, sales and marketing plans. Any Confidential Information disclosed orally shall be identified as confidential at the time of disclosure and confirmed as "confidential" in writing within thirty (30) days. Notwithstanding the foregoing, Confidential Information shall expressly include the terms of this Agreement (and any Agreement of which it is a part), the Products, Customer Data, the Documentation, and all know-how, techniques, ideas, principles and concepts which underlie any element of the Products or the Documentation and which may be apparent by use, testing or examination.

**Customer** means the Customer identified on the applicable Order Form.

**Customer Data** means all information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or a User through the Products.

**Documentation** means the product documentation made available by Licensor to Customer. **Intellectual Property Rights** means any patents, patent rights, design rights, copyrights, database rights, trade secrets, know-how, trademarks, trade names, service marks and other intellectual property embodied therein and all applications and rights to apply for registration or protection rights pertaining thereto, in existence at the date hereof or created in the future.

**Order Form** means an order form that references this Agreement and has been executed by both parties.

**Product(s)** means the software product(s) described as the CaseWorks Software (CaseWorks Financial Services, Child Support, METS/MNsure, Social Services, Accounting, and/or Workforce Edition(s); CaseWorks Connect and the CaseWorks Self-Service Portal) to which you acquire the applicable license(s) as listed on an Order Form.

**Representatives** means as to any person, such person's affiliates and its or their directors, officers, employees, agents, and advisors (including, without limitation, financial advisors, counsel and accountants) bound by a written agreement or other legal obligation to maintain the confidentiality of the Confidential Information disclosed to them as required by the terms of this Agreement.

**Third Party** means any third party (i) to which Customer provides access to Customer's Product accounts or (ii) for which Customer uses the Products to collect information on the third party's behalf.

**Use** means to install, execute, and/or display the Products.

**User** means an individual authorized by Customer to use the Products directly. The licensed User quantity is the total number of unique Users of the Products calculated over the course of the entire License & Support Term.

2. **Grant of License.** Subject to all of the terms and conditions of this Agreement, during the License & Support Term, Licensor grants to Customer a non-transferable, non-sublicensable, non-exclusive, limited license to Use the Products specified in an Order Form and for Customer's employees to Use the Products for Customer's own internal use, but only in accordance with (i) the Documentation, (ii) this Agreement, and (iii) the Support Term and other restrictions set forth in the applicable Order Form. Customer may use the Products to conduct internal performance testing and benchmarking studies. Customer may only publish or otherwise distribute the results of such studies to third parties if Customer provides a copy of such study to [legal@nctinc.com](mailto:legal@nctinc.com) prior to distribution and only if Licensor has reviewed and approved of the methodology, assumptions and other parameters of the study. Customer acknowledges and agrees that, as between Licensor and Customer, Licensor owns all right, title, and interest, including all Intellectual

Property Rights, in and to the Products and Documentation, and Licensor shall, notwithstanding any other term of this Agreement, remain the owner of the Products and Documentation. Unless otherwise expressly provided in this Agreement, Customer shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in the Products or Documentation. All rights not expressly granted by Licensor herein are reserved.

3. **License Restrictions.** Customer shall not, on its own or through any parent, subsidiary, Affiliate, agent or other third party: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part, any of the Products or the Documentation to a third party; (b) decompile, disassemble, translate, reverse engineer or otherwise attempt to violate or circumvent any technological use restrictions or derive source code from the Products, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Products or encourage others to do so; (c) transfer license keys to any other person or entity or allow access to or permit use of the Products by any users other than Users, or any use which violates the technical restrictions of the Products, any additional licensing terms provided by Licensor via the Documentation, or the terms of this Agreement; (d) use the Products to develop, test, host or run and operate applications on behalf of third-parties, without Licensor's written consent; (e) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Products; (f) use the Products to provide third-party training; (g) modify or create derivative works based upon the Products, or modify or remove any proprietary notices or markings on or in the Products; (h) mine cryptocurrency using computing resources of the Products or any other Licensor computing resources; (i) load cryptocurrency mining code, scripts or malware into any Products or any other Licensor computing resources, (j) copy, republish, upload, post or transmit the Products in any way, (k) use the Products on a rental or managed services basis or to create a competitive offering, other software, products or technologies, or (l) use the Products for any purposes prohibited by applicable law. Customer agrees not to use or permit use of the Products to display, store, process or transmit any Customer Data that may (i) menace or harass any person or cause damage or injury to any person or property, (ii) involve the publication of any content that is false, defamatory, harassing or obscene, (iii) violate privacy rights or promote bigotry, racism, hatred or harm, (iv) constitute bulk e-mail, "junk mail," "spam" or chain letters, (v) constitute an infringement of Intellectual Property Rights or other proprietary rights; or (vi) otherwise violate applicable laws, ordinances or regulations. If Licensor suspects any breach of the restrictions set forth in this Section 3, including without limitation by Users, Licensor reserves the right to suspend access to the Products without advance notice, in addition to any other remedies Licensor may have at law or equity.
4. **Product Account, Password and Security.** To register for the Products, Customer must complete the registration process by providing accurate information as prompted by the registration form, including Customer's email address (username) and password. Customer will protect its passwords and license files and take full responsibility for its own use, and third party use, of the Products and related accounts. Customer is solely responsible for any and all activities that occur under Customer's accounts.
5. **Support Term and Renewals.** The length of the Support Term shall be designated in the Order Form. Unless the Order Form states otherwise, the default Support Term shall be twelve months, and each Support Term will automatically renew for subsequent twelve-month Support Terms unless Customer notifies Licensor of its intent not to renew in writing at least sixty (60) days prior to the end of the Support Term. Except as set forth on the applicable Order Form, the rates for any Support Term renewals shall be Licensor's then-current Support rates.
6. **Payment Terms.** All fees are as set forth in the applicable Order Form and shall be paid by Customer. All payments are non-refundable. Except as set forth on the applicable Order Form, all payments are due in full within thirty (30) days. Licensor may terminate the Agreement for Customer's failure to pay amounts due within thirty (30) days of written notice. Interest accrues on outstanding amounts at the rate of 1% per annum or the maximum rate allowed by law. Any outstanding balance becomes immediately due and payable upon termination of this Agreement and any collection expenses (including attorneys' fees) incurred by Licensor will be included in the amount owed by Customer. If Customer is required to pay any withholding tax, charge or levy in respect of any payments due to Licensor hereunder, Customer agrees to gross up payments actually made such that Licensor shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy. Payments will be made without right of set-off or chargeback. If payment of any fee is overdue, Licensor may suspend provision of the support until such delinquency is corrected.
7. **Software Verification and Audit.** Customer will maintain accurate records of use of the Products sufficient to show compliance with the terms of this Agreement. During this period, Licensor will have the right to audit Customer's use of the Products to confirm compliance with the terms of this Agreement. Each audit is subject to reasonable notice by Licensor and will not unreasonably interfere with Customer's business activities. Licensor may conduct no more than one (1) audit in any twelve (12) month period, and only during normal business hours. Customer will reasonably cooperate with Licensor and any third-party

auditor and will, without prejudice to other rights of Licensor, address any non-compliance identified by the audit by promptly paying additional fees.

Pursuant to Minnesota statute 16C.05 Subd. 5, the County or any of its duly authorized representatives shall have access to any books, documents, papers and records of NCT which are directly pertinent to the performance of this Agreement for the purpose of making audit, examination, excerpts and transactions to verify compliance with this Agreement.

8. **Confidentiality Obligations.** Unless otherwise agreed to in writing by the party to this Agreement that furnished the Confidential Information ("Disclosing Party"), the party to this Agreement receiving the Confidential Information ("Receiving Party") agrees (a) to keep all Confidential Information in strict confidence and not to disclose or reveal any Confidential Information to any person (other than such Receiving Party's Representatives who (i) are actively and directly involved in providing or receiving products under this Agreement (or the Agreement of which it is a part), and (ii) have a need to know the Confidential Information), and (b) not to use Confidential Information for any purpose other than in connection with fulfilling obligations or exercising rights under this Agreement (or the Agreement of which it is a part). The Receiving Party shall treat all Confidential Information of the Disclosing Party by using the same degree of care, but no less than a reasonable degree of care, as it accords its own Confidential Information. The parties agree to cause their Representatives who receive Confidential Information to observe the requirements applicable to the Receiving Party pursuant to this Agreement with respect to such information, including, but not limited to, the restrictions on use and disclosure of such information contained in this Section 8. Unless otherwise agreed, in advance and in writing, in the event that County or any employee or agent of County suggests any improvements and modifications to the Software, County acknowledges and agrees that, whether such improvements and/or modifications are implemented by NCT in whole or part, it assigns all right, title and interest, including copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to NCT without payment or compensation of any kind.
9. **Non-Confidential Information and Permitted Disclosures.** Notwithstanding Section 8, the obligations of the parties set forth herein shall not apply to any information that: was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party or any of its Representatives; was known to the Receiving Party free of any obligation of confidentiality before or after the time it was communicated to the Receiving Party by the Disclosing Party; is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; is disclosed with the prior written approval of the Disclosing Party; or is disclosed pursuant to an order or requirement of a court, administrative agency or other governmental body; provided however, that the Receiving Party shall provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party the possibility to seek a protective order or otherwise prevent or restrict such disclosure, and shall use reasonable efforts to cooperate with the Disclosing Party (at the Disclosing Party's expense) to obtain such protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance in whole or in part, with the terms of this Agreement, the Receiving Party and its Representatives shall use reasonable efforts to disclose only that portion of the Confidential Information that is legally required to be disclosed or is the subject of such waiver, and to ensure that all Confidential Information that is so disclosed shall be accorded confidential treatment. The terms and obligations pertaining to confidentiality in this Agreement shall survive and remain in full force and effect for a period of three (3) years from the termination or expiration of this Agreement, unless the Disclosing Party expressly agrees in writing to release all or part of its Confidential Information from the restrictions imposed by this Agreement before such period has elapsed.
10. **Services.** If Customer orders professional Services pursuant to an SOW, the following terms shall apply. Customer will cooperate reasonably and in good faith with Licensor in the execution of Services by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Licensor to perform its obligations under each Order; (ii) timely delivering any materials and other obligations specifically required under each Order; (iii) timely responding to Licensor's reasonable inquiries related to the Services; (iv) actively participating in relevant scheduled meetings; (v) providing information, data and feedback that is complete, accurate and timely in all material respects. Customer acknowledges that in the course of performing any Services, Licensor may create software or other works of authorship (collectively "Work Product"). Subject to Customer's rights in Customer Confidential Information, Licensor shall own all right title and interest in such Work Product, including all intellectual property rights therein and thereto. If any Work Product is delivered to Customer pursuant to or in connection with the performance of Services (a "Deliverable"), except for any products made available under a separate license, Licensor grants to Customer an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute (internally and externally), transfer,

exploit and make derivative works of any such Deliverables. Subject to Customer's rights in the Customer Confidential Information, Licensor and/or its successors and assigns shall be considered, forever and for all purposes throughout the universe, the author of the Work Product and the sole copyright owner thereof, and the owner of any rights therein, whether or not copyrightable, all proceeds derived therefrom.

**11. Indemnification.**

- a. Intellectual Property Infringement Indemnification.** Licensor shall defend, indemnify and hold harmless the Customer, its directors, officers, employees, affiliates and agents at NCT's expense from and against any suit, claim, action or proceeding brought against Customer by a third party that is not a party to this Agreement or an affiliate of a party to this Agreement ("Third Party Claim") alleging that the Products as provided by Licensor infringes upon a United States or Canadian patent, copyright, trademark or trade secret of that third party, subject to the procedures set forth in subsection 11(c). For the avoidance of doubt, under the foregoing indemnity Licensor will, where applicable, pay any damages and costs awarded against Customer by final judgment of a court, or the amount of any agreed settlement regarding any such Third Party Claim. Licensor shall have no liability for settlements, obligations or costs incurred without its prior written consent. Should Customer's use of the alleged infringing Product be enjoined, or in the event that Licensor desires to minimize its potential liability hereunder, Licensor will, at its option and expense, (a) substitute non-infringing Product with functionality which is substantially similar to that of the allegedly infringing Product; (b) modify the infringing Product so that it no longer infringes but its functionality remains substantially equivalent; or (c) obtain for Customer the right to continue use of such Product. If, in Licensor's sole discretion, none of options set forth in the foregoing sentence is commercially reasonable, Licensor will terminate this Agreement respect to the allegedly infringing Product(s) and refund to Customer on a pro-rated basis, any pre-paid fees for the allegedly infringing Product(s). Licensor shall have no obligation to defend and indemnify any Third Party Claim to the extent the claim alleges: (i) any combination by Customer of equipment, processes, content or software with Licensor's Product, if such claim would have been avoided but for such combination; (ii) modification of the Product(s) by a party other than Licensor, if such claim would not have occurred but for such modification; or (iii) Customer's failure to use updated or modified product which is provided by Licensor at no cost to Customer to avoid or cure such claim, after notice by Licensor to Customer of the availability of such updated or modified product. The foregoing states the entire liability and obligations of Licensor and Customer's sole remedy for infringement, alleged infringement, or any breach of warranty of non-infringement, express or implied.
- b. General Indemnity.** Each of Customer and Licensor, at their own expense, will indemnify, defend, and hold harmless the other party, its subsidiaries, affiliates and assigns, and its and their respective directors, officers, employees, and agents (each, an "Indemnatee") from and against any Third Party Claims (including reasonable attorney's fees and expenses arising therefrom) relating to or incurred in connection with any arising out of or related to the Indemnifying Party's actual or alleged: (a) breach of its obligations under this Agreement; or (b) its Gross Negligence. "Gross Negligence" means a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.
- c. Procedure.** In the event a party seeks indemnity under this Section 11, as the case may be (the "Indemnified Party"), the Indemnified Party will give prompt written notice to the other party (the "Indemnifying Party") of the claim against which it seeks to be indemnified. (The failure by an Indemnified Party to give such notice will not relieve the Indemnifying Party of its obligations under this Section 11, except to the extent, if any, that the Indemnifying Party is materially prejudiced by such failure or delay.) The Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such claim, with counsel of the Indemnifying Party's choosing, and will provide the Indemnifying Party, at the Indemnifying Party's sole cost and expense, with information and assistance that are reasonably necessary for the defense and settlement of the claim. The Indemnified Party will have the right to retain separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless: (a) the retention of counsel by the Indemnified Party has been authorized in writing by the Indemnifying Party; (b) the Indemnified Party has been advised by its counsel in writing that there is a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of the action, in which case the Indemnifying Party will not have the right to direct the defense of the action on behalf of the Indemnified Party unless it is able to engage counsel who is not subject to so conflicted); or (c) the Indemnifying Party has not in fact retained counsel to assume the defense

of the action within a reasonable period of time following receipt of the notice given pursuant to this paragraph, in each of which cases the fees and expenses of such counsel will be at the expense of the Indemnifying Party. The Indemnifying Party shall have the right to settle any such claim without the consent of the Indemnified Party only so long as such settlement does not admit to any wrongdoing by any Indemnified Party, does not impose any liability or obligation (whether financial or otherwise) on any Indemnified Party and fully releases all Indemnified Parties from liability in connection with such claim. The Indemnifying Party will not be liable for any settlement of an action effected without written consent of its duly authorized representative (which consent will not be unreasonably withheld or delayed). No Indemnifying Party will consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party a release from all liability with respect to the claim.

12. **Third Parties.** Customer shall not use the Products on behalf of a Third Party. This Agreement benefits solely Licensor and Customer, and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person or party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
13. **Termination.** This Agreement (and any applicable Order Form) and the licenses and access granted hereunder may be terminated by either party upon written notice if the other party has materially breached this Agreement (or any Order Form) and failed to cure such breach within thirty (30) days written notice from the non-breaching party. In no event will termination relieve Customer of the obligation to pay any fees due to Licensor under this Agreement.
14. **Effect of Termination.** All licenses will terminate immediately upon termination of this Agreement. Upon expiration or termination of a Support Term, the license to the applicable Product granted in Section 2 of this Agreement shall terminate immediately, and Customer shall immediately cease use of all such Products and Documentation. During the thirty (30) days following termination and subject to the payment of all fees owed under this Agreement, Licensor will make Customer's Data available for export and download by Customer. In no event will termination relieve Customer of the obligation to pay any fees due to Licensor under this Agreement.
15. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS, SERVICES, AND SUPPORT ARE PROVIDED "AS IS." LICENSOR DOES NOT WARRANT THAT THE PRODUCTS, SERVICES AND SUPPORT PROVIDED TO CUSTOMER UNDER THIS AGREEMENT WILL OPERATE UNINTERRUPTED, THAT THEY WILL BE FREE FROM DEFECTS, OR THAT THE PRODUCTS ARE DESIGNED TO MEET CUSTOMER'S BUSINESS REQUIREMENTS. LICENSOR DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.
16. **LIMITATION OF REMEDIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL) ARISING FROM THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
17. **LIMITATION OF LIABILITY.** LICENSOR'S TOTAL AGGREGATE LIABILITY FOR CLAIMS ARISING HEREUNDER SHALL BE LIMITED TO DIRECT DAMAGES CAUSED BY LICENSOR IN AN AMOUNT NOT TO EXCEED TWO TIMES THE AMOUNT PAID BY CUSTOMER TO LICENSOR DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM GIVING RISE TO THE CAUSE OF ACTION. The provisions of this Section allocate risks under this Agreement between Customer and Licensor. Licensor's fees for the License and Support reflect this allocation of risks and limitation of liability.
18. **STATUTE OF LIMITATIONS; JURY WAIVER.** NEITHER PARTY SHALL BRING ANY CLAIM BASED ON THE LICENSES OR SUPPORT PROVIDED HEREUNDER MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. BOTH PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.
19. **Marketing Support.** Customer agrees that Licensor may publish a brief description of its relationship with Customer as a licensee of the Products or Licensor customer, including by identifying Customer and using Customer's name or logo, on any of Licensor's websites, client lists, press releases, or other marketing materials.
20. **Compliance with Laws.** The parties shall abide by applicable federal, state or local laws, statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include obtaining all licenses, permits or other rights required



for the provision of services contemplated by this agreement. During the performance of this agreement, Licensor agrees that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin be excluded from full employment rights or be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination. Specifically, Licensor agrees: (i) that, in the hiring of common or skilled labor for the performance of work under this Agreement or any subcontract, no contractor, material supplier, or vendor shall by reason of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (ii) that no contractor, material supplier or vendor shall, in any manner, discriminate against or intimidate or prevent the employment of such person or persons identified in this clause (i), or on being hired, prevent or conspire to prevent the persons or persons from the performance of work under any contract on account of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin; (iii) that a violation of clause i. or ii. is a misdemeanor; and (iv) this Agreement may be cancelled or terminated by the County and all money due or to become due may be forfeited for a second or any subsequent violation of this Agreement.

21. **Data Privacy and Security.** In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, Licensor agrees to abide by all applicable state and federal statutes, rules and regulation covering data privacy under which Customer is obligated, including but not limited to HIPAA, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration and shall not release any such data in a manner which would be prohibited to the Customer.
22. **Amendments; Waivers.** No supplement, modification, or amendment of the terms of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other form employed or provided by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.
23. **Entire Agreement.** This Agreement, together with any other documents incorporated by reference and all related Appendices, Exhibits, Order Forms, and Statements of Work, as applicable, constitutes the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the Products License & Support, unless such terms and conditions are expressly stated as an amendment to this Agreement and duly signed on behalf of both parties. In the event of any inconsistency between the statements made in the body of this Agreement, the related Appendices, Exhibits, Order Forms, Statements of Work and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; (ii) second, the Appendices, Exhibits, Order Forms, Statements of Work attached to or incorporated into this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.
24. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, epidemic, pandemic, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval of a license by a government agency.
25. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned and any such assignment in violation of this Section 25 shall be void, except that the transfer of this Agreement or rights granted hereunder to a successor entity in the event of a merger, corporate reorganization, or acquisition shall not constitute an assignment for purposes of this Section 25. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their permitted successors and permitted assigns.
26. **Subcontractors.** Licensor shall not employ any subcontractor to perform any services in the scope of this Agreement, unless said subcontractor is approved in writing by the Customer. Any such subcontractor shall be paid by Licensor.
27. **Independent Contractor.** Licensor is an independent contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between the Customer and Licensor or Licensor agents, servants or employees. Licensor shall at all times be free to exercise initiative, judgment,



and discretion as to how to best perform or provide services. Licensor acknowledges and agrees that Licensor, Licensor's agents, servants and employees, are not entitled to receive any of the benefits received by Customer's employees and is not eligible for workers' or unemployment compensation benefits. Licensor also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Licensor and that it is Licensor's sole obligation to comply with applicable provisions of all federal and state tax laws.

28. **No Agency.** The relationship between Licensor and the Customer shall not be that of partners or agents of one another or considered a joint venture, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them. Neither party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.
29. **Governing Law, Venue, and Arbitration.** This Agreement shall be governed by the laws of the State of Minnesota and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). Any controversy or claim arising out of or relating to this Agreement shall be determined by final and binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures or its Streamlined Arbitration Rules & Procedures ("Rules"). The award rendered by the arbitrator shall be final, non-reviewable, non-appealable, and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the JAMS in accordance with its Rules. The seat or place of arbitration shall be Stearns County, Minnesota. The arbitration shall be conducted, and the award shall be rendered, in the English language. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. The arbitrator will have no authority to award damages exceeding the amount identified in Section 18 of this Agreement, Limitation of Liability.
30. **Authorized Representative.** Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this agreement or in a modification of this Agreement.

**Next Chapter Technology, Inc.:**

Cathy Wassenaar, CEO  
7700 Equitable Drive, Suite 200,  
Eden Prairie, MN 55344

**Customer: Houston County:**

John Puleasa - Director  
Houston County Human Services  
304 S. Marshall Street  
Caledonia, MN 55921

31. **Survival.** Sections 15 (Warranty Disclaimer), 16 (Limitation of Remedies), 17 (Limitation of Liability), 18 (Statute of Limitations; Jury Waiver), and Section 29 (Governing Law, Venue, and Arbitration) shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this License and Support Agreement as of the Effective Date.

**Next Chapter Technology, Inc.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

**Customer: Houston County**

Signature: \_\_\_\_\_  
*(Authorized county representative)*

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_  
*(County Attorney or authorized Board Member)*

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

## **Exhibit A**

### **Statement of Work**

#### **Document Overview**

The objective of this document is to record project goals, in scope and out of scope activities, roles and responsibilities, and assumptions for implementing CaseWorks Resident Self-Service Portal for Houston County Human Services Units.

#### **Project Overview**

The County is seeking to equip HHS teams with tools and technology to meet the increased workload and demands associated with the PHE unwinding as well as the ongoing public demand for benefits by implementing CaseWorks Resident Self-Service Portal.

CaseWorks Resident Self-Service Portal integrates with the County's current CaseWorks EDMS system. The Self-Service Portal will assist residents with timely submission of required documentation, intelligently route documents to assigned case managers, send residents reminders to submit requested documentation and provide more automation in benefits processing with the goal of reducing churn and the additional workload associated with churn.

County is seeking to automate the process of forwarding electronic documents received from residents into the County's EDMS system, CaseWorks.

#### **Goals**

- Provide residents with a tool to upload and submit documentation to their case in real time
- Provide residents with automated reminders to complete tasks
- Provide case workers with a tool to electronically share certain case documents with the resident in real time
- Reduce churn and the associated workload that results when documentation is not turned in on time
- Automate the manual process of forwarding documents received electronically (e.g., email attachments) into the EDMS system
- Reduce the quantity of paper mail received and processed by OSS by providing the electronic upload capability to residents

#### **Project Assumptions**

- The Resident Self-Service Portal will integrate with and support existing CaseWorks Editions, including Financial Services, METS/MNsure, Child Support, Social Services, and Workforce Editions. The Portal does not integrate with the CaseWorks Accounting Edition.
- All Project Meetings, Training, and Support will be accomplished virtually
- Off-site workers are fully supported, both during implementation and after Go Live
- Resident Self-Service Portal is hosted by NCT in AZURE GovCloud
- Multi-county joint project. All participating counties will attend joint project meetings, trainings and Go-Live support. Project fees and training fees are waived for counties participating in the multi-county joint project roll-out.

#### **Project Deliverables**

- When completed, the County's Human Services will have a fully implemented and supported Resident Self-Service Portal.
- The implementation deliverables:
  - Implementation of Resident Self-Service Portal.

- Configuration of the Portal with County Logo.
- Integration of the Portal with all CaseWorks Editions currently licensed by the County, (e.g., FSE, MSE, SSE, CSE and WFE) with the exception of the ACE edition.
- Resident Self-Service Portal Function Deliverables:
  - **County Worker Capabilities**
    - Send client a portal invitation
    - Share documents with client
    - Request documents from client
  - **Resident Capabilities**
    - Log into their secure portal
    - Upload requested documents
    - View & download shared documents for 30 days
  - **CaseWorks Automation**
    - *Intelligently* apply case number, client details and DocType to incoming portal documents
    - *Intelligently* route incoming portal documents to assigned case owner in CaseWorks
    - Relieves burden for OSS and caseworkers that are manually forwarding electronic documents into CaseWorks

## In Scope Activities

Activity	Description
Project Management	<ul style="list-style-type: none"> <li>• Create and maintain project plan, including tracking timeline and task completion</li> <li>• Coordinate resources and activities</li> <li>• Facilitate the Weekly Status Meeting with Project Team to provide updates on next step tasks, current topics, scheduling, and overall project status.</li> </ul>
System Install and Configuration	<ul style="list-style-type: none"> <li>• Install and Configure Resident Self-Service Portal               <ul style="list-style-type: none"> <li>– Configure County logo</li> <li>– Integrate portal with all existing CaseWorks EDMS editions licensed by the County with the exception of Accounting Edition.</li> </ul> </li> <li>•</li> </ul>
Solution Deployment	<ul style="list-style-type: none"> <li>• Conduct Quality Assurance Review               <ul style="list-style-type: none"> <li>– Provide a QA Review for the Quality Assurance Team to ensure that Portal is functioning as expected</li> <li>– Resolve issues (within project scope) identified during the QA Review</li> </ul> </li> </ul>
Training	<ul style="list-style-type: none"> <li>• Training               <ul style="list-style-type: none"> <li>– Provide Training Materials</li> <li>– Conduct Virtual End User Training</li> </ul> </li> <li>• Provide virtual ongoing training during go live week</li> </ul>
Documentation	<ul style="list-style-type: none"> <li>• Case Worker user documentation</li> <li>• Resident FAQ and Help documentation</li> </ul>

## Out of Scope Activities

Activity	Description
3 <sup>rd</sup> Party integrations	<ul style="list-style-type: none"> <li>• Integration efforts with solutions <i>other than CaseWorks</i> are considered out of scope.</li> </ul>
Other Divisions and Departments	<ul style="list-style-type: none"> <li>• Activities related to the implementation of the Resident Self-Service Portal other than for use with the integrated Caseworks Software (e.g., FSE, CSE, MSE, SSE and/or WFE) is considered out of scope.</li> </ul>

**Roles and Responsibilities**

Common roles and responsibilities are defined so every resource will understand what is expected of them on this project. Upon joining the project, a resource will be assigned one or more of the following roles. Resources that have been assigned multiple roles are expected to meet all the responsibilities for those roles.

**NCT Engagement Manager (Cathy Wassenaar)**

The Engagement Manager provides high-level oversight and guidance to the Project Team to ensure that the project meets overall schedule and cost objectives.

**NCT Project Manager (Dani Gorman)**

The Overall Project Manager is the individual responsible for the project implementation and will manage the day-to-day activities of the project for Houston County, as well as for NCT activities.

**County Project Manager (TBD)**

The Project Manager will assist in the management of internal tasks and resources to ensure the successful implementation of the Caseworks Software – Resident Self-Service Portal.

**NCT Technical Architect/Lead (Clayton Ostler)**

The NCT Technical Architect is the individual responsible for the design, configuration, and installation of the Caseworks Software - Resident Self-Service Portal.

**Exhibit B**  
**Insurance Requirements**

Next Chapter Technology (NCT) shall not commence work under the Contract until it has obtained at its own cost and expense all insurance requirements herein. All insurance coverage is subject to approval of County and shall be maintained by NCT until final completion of the work.

- A. Comprehensive General Liability: Coverage shall have minimum limits of \$1,500,000 per occurrence; \$3,000,000 aggregate, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations (if applicable); Contractual Liability; "XCU." Hazard Liability (if applicable); Personal Injury Liability, and Aircraft and Watercraft Liability (if applicable).
- B. Commercial Auto Liability: Coverage shall have minimum limits of \$1,500,000 per occurrence; \$3,000,000 aggregate, Combined Single Limit for Bodily Injury Liability and Property Damage.
- C. Liability: This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
- D. Professional Liability: Coverage shall have minimum limits of \$1,500,000 per occurrence; \$3,000,000 aggregate.
- E. Special Requirements: County is to be included as an **Additional Insured** on both the Comprehensive General Liability and Commercial Auto Liability Policies.

Current, valid insurance policies meeting the requirements herein identified shall be filed with County before NCT commences a project and maintained during the named project's duration. Renewal Certificates shall be sent to County within thirty (30) days prior to any expiration date. There shall also be a thirty (30) days notification to County in the event of cancellation or modification of any stipulated insurance coverage.

It shall be the responsibility of NCT to ensure that any and all subcontracts comply with the same insurance requirements that NCT is required to meet.

**Exhibit C**  
**Project Schedule**

#	TASK	Date(s)	Comments
2	Pre-Planning Meeting	Aug 24, 28, 29	3 identical sessions
3	Contract Documents	Aug 25 – Sept 30	
4	Commence Project Status Meetings	TBD	
5	Kick off Meeting	TBD	
9	Schedule Q&A Help Sessions	Week of Oct 9	
10	Go-Live Training – All other counties	Oct 16 & 17	2 TEAMS sessions. Record.
11	Go-Live Support	Oct 17-20 & Oct 23-27	½ days
12	Schedule Q&A Help Sessions	Week of Oct 30	

## Exhibit D

### Software Support Agreement

**Definitions:** As used in this Agreement, the following terms shall have the following meanings:

- a. "Documentation" shall mean the written or electronic materials provided with CaseWorks Software, provided by Licensor.
- b. "CaseWorks Software (Financial Services, Child Support, METS/MNsure, Social Services, Accounting, and/or Workforce Edition)" or "CaseWorks Connect" or "CaseWorks Portal" or "CaseWorks Software" or "Software" shall mean the components of the Licensor Product as described in the Agreement.
- c. "Designated Representatives" shall mean the Customer employee(s) who is trained and continues to keep updated with the ongoing product details of the CaseWorks Software.
- d. "Error" shall mean material failure of the CaseWorks Software to conform substantially to its functional specifications described in its user documentation which failure is repeatable, reproducible and caused by the CaseWorks Software.

All other terms used herein shall be as defined in the Agreement.

1. Services Provided. Licensor will provide software support services as set forth in this Exhibit D. All software support services shall be provided on a remote basis unless specific arrangements are made for on-site support as described in Section 3(d) herein below. The Customer's right and ability to receive software support services is based on Customer's ability to access the Licensor CaseWorks Software and the servers on which it runs, via a secure Internet connection.
  - a. Telephone Support. Telephone assistance for the Licensor's Products will be available Monday through Friday (except County holidays as identified on the County website) between the hours of 8:00 a.m. and 5:00 p.m., Central Time. Requests for support outside normal support hours may be made by requesting that support on the Licensor support number, or by sending an email, to Licensor. Licensor will use commercially reasonable efforts to respond to requests for Product support services outside of normal hours within eight (8) business hours of its actual receipt and knowledge of such voice mail or email. After hour support for non-critical issues is provided for an additional cost calculated at Licensor's then-current hourly rate (presently \$150 per hour).
  - b. Error Corrections. Licensor will use commercially reasonable efforts to correct any Errors in the CaseWorks Software, replace the CaseWorks Software with functionally equivalent software, or provide a work-around or patch for the portion of the CaseWorks Software containing or causing the Errors, hereinafter "Error Corrections". Error Corrections will be made in the manner provided for in 3(a) above. Error Corrections will be deemed part of the Products licensed under the Agreement, and shall be provided subject to the terms and conditions contained in such Agreement.
  - c. Updates. From time to time during the term of the Software Support Agreement, Licensor may provide the Customer with enhancements to or fixes of the existing version of the Products and related Documentation (hereinafter "Updates"), which are released by Licensor as part of the Licensor support program. Any such Updates will be provided at no additional charge to the Customer who are then-receiving continuous software support services at time the Update is released and are not in default hereunder or under the Agreement. All Updates will be deemed part of the Products licensed under the Agreement, and shall be provided subject to the terms and conditions contained in such Agreement. Nothing herein shall be construed as requiring Licensor to provide enhancements or versions or updates that are generally not made available free of charge to all other clients of Licensor.
  - d. Online Support Options. Online support documentation is available on a 24 hours-a-day, 7 days-a-week basis. The information available online will, at Licensor's option, include, timesaving technical tips, online support, a download library of Updates, and Documentation associated with the Products.
  - e. Response Levels. Licensor will respond to service-related incidents and/or requests for support relating to Errors submitted by the Customer within the following timeframes:
    - i. 0-8 business hours (during business hours for issues classified as Severity 1 priority).
    - ii. Within 16 business hours (2 working days) for issues classified as Severity 2 priority.
    - iii. Within 40 business hours (5 working days) for issues classified as Severity 3 priority.
2. Severity Definitions & Resolution Times.
  - a. Severity 1: Due to Errors, CaseWorks is completely unavailable for all critical business units, or greater than 75 percent of all production users. Only a production incident can be classified this severely. Licensor will use commercially reasonable efforts to resolve Severity 1 issues within 8 business hours. If a Severity



1 Error will take longer than 8 business hours to correct, Customer shall be notified of the proposed Error Correction and Error Correction completion time within 8 business hours.

- b. Severity 2: Due to Errors, the supported solution is intermittently unavailable for all users, or there is serious performance degradation to the point where the system is unusable. A critical module is unavailable or over 50 percent of all end users are experiencing the same symptoms. Single user issues can be escalated to this severity if the issue is preventing a critical business function. Only a production incident can be classified this severely. Licensor will use commercially reasonable efforts to resolve Severity 2 issues within 16 business hours. If a Severity 2 Error will take longer than 16 business hours to correct, Customer shall be notified of the proposed Error Correction and Error Correction completion time within 16 business hours.
- c. Severity 3: Due to Errors, CaseWorks is experiencing minor to moderate issues. Single user issues can be escalated to this severity if it is preventing a critical business function at the Customer. A Severity 1 or 2 issues could be downgraded to this severity if a temporary work-around is available. Customer will use commercially reasonable efforts to resolve Severity 3 issues within 40 business hours

3. Limitations. Software support services shall not apply to the following:

- a. New Products. Any product or module, which is designated by Licensor as a new product, will not be included in software support services. Where Licensor makes a new product available, the Customer may obtain such product from Licensor pursuant to its regular purchasing practices. Upon purchasing the new product, the Customer already obtaining software support services may extend those software support services to the new product by paying an additional mutually agreed upon fee, at the then-current fees, for such new product software support services. All additional software support services will be provided pursuant to the terms hereof.
- b. Obsolete NCT Software. A version of a Product will be deemed obsolete one hundred twenty (120) days following receipt by the Customer of a new update superseding the prior version of the Product. Licensor will not support obsolete versions of the Products provided, however, that if installation of the new version requires the Customer to pay a new license purchase price, the Customer may choose not to purchase the new version and shall receive support through the end of the current support agreement period. In no event, however, shall Licensor be required to support an obsolete version of the Product for more than twelve (12) months from the date of release of an Update superseding the prior version of the Product.
- c. Misuse. Licensor will not provide software support services with respect to problems with the Product or other product which results from any negligent conduct or misuse by the Customer, its employees or agents, or any other third party or for any reason beyond Licensor's control, including without limitation,
  - i. damage caused by accidents, abuse, neglect, relocation or other movement;
  - ii. services which are performed by other than by Licensor;
  - iii. a failure to maintain proper environmental conditions, including malfunction or modification of the Customer's systems or failure of the Customer to maintain the required configuration environment (i.e., memory disk capacity, operating system revision level, prerequisite items) specified in the Documentation or to supply adequate backups; or
  - iv. a failure to use the Product in accordance with the applicable Documentation.

In addition to the specific examples identified above "misuse" shall also include any use of the product in violation of the requirements of the Agreement.

- d. On Site Support. All software support services will be provided remotely via an online connection. Software support services, including all diagnostic and remedial assistance at the Customer facilities or other remote locations is not included within the software support services provided hereunder. Such diagnostic and remedial assistance at the Customer facilities or other remote locations may be obtained by the Customer by purchasing separate consulting services from Licensor at Licensor's then-existing rates, plus expenses.
- e. Network. The Customer shall take full responsibility for all maintenance and support of any network linked to the CPU containing the Product.
- f. Reporting. The Customer shall keep an accurate event log showing the incident of trouble, the action taken by the Customer personnel with respect to the incident, as well as report of trouble by the Customer to Licensor. Upon request by Licensor, the Customer shall provide a report to Licensor relating to the foregoing. Licensor shall keep an accurate event log showing the incident of trouble, the action taken by Licensor's personnel with respect to the incident, as well as a report by Licensor to the Customer.
- g. No Expansion of Software Support Services. No action by Licensor in the performance of software support services shall be deemed to expand the scope of software support services as defined herein.
- h. Exclusions. Software support services shall not include (a) support of accessories, alterations, and attachments, other devices or peripheral equipment (including without cabling not furnished by Licensor), and (b) electrical work external to the Product in this Agreement.

## Exhibit E

### Order Form

Customer: Houston County		Order Information	
Address:	304 S. Marshall St.	Payment Terms:	Net 30
City:	Caledonia	Payment Method:	Check/ACH
State:	MN		
Zip:	55921		

#### Billing Contact

Name: John Pugleasa  
 Title: Director  
 Email: John.pugleasa@co.houston.mn.us  
 Phone: 507-725-5811

#### Primary Contact

Name: John Pugleasa  
 Title: Director  
 Email: John.pugleasa@co.houston.mn.us  
 Phone: 507-725-5811

### Product Licenses

Description	# of Licenses	License Cost
CaseWorks Resident Self-Service Portal	1	\$12,500

### Professional Services *(Deliverables per SOW Exhibit A)*

Description	Amount
Professional Services – Project & Implementation Fees	\$ 0.00
Professional Services – Training Fees	\$ 0.00

### Billing Schedule *(Deliverables per SOW Exhibit A)*

Description	Amount
Licenses	50% Due at contract signing and upon receipt of invoice
	50% Due at Go-Live and upon receipt of invoice

### Annual Support Billing Schedule

Support Term	Annual Support Amount	Total
<b>CaseWorks Portal</b>		
Jan 1 – Dec 31, 2024	\$4,375	\$4,375
Jan 1 – Dec 31, 2025	\$4,594	\$4,594
Jan 1 – Dec 31, 2026	\$4,824	\$4,824

## Exhibit F

### Vendor Acknowledgment

#### ***RESPONSIBILITIES OF PERSONS WHO HAVE ACCESS TO NOT PUBLIC DATA***

##### **VENDORS**

As a vendor working with County, you may have access to records containing information which is protected from unauthorized use. For example, you may have access to special work areas, computers or other files. This information is protected by law, policy, contracts, agreements, or licenses regarding the disclosure both at work and outside the office.

Unauthorized use of data includes making copies of data or computer software and related materials without the permission of the originator or data subject. Unauthorized disclosure of data means releasing information over the phone, in verbal conversations, and in written form. Unauthorized disclosure also includes using the information obtained in connection with your vendor work duties in any manner different from the scope of your specified duties.

Protection of this data from unauthorized use or disclosure depends on the cooperation of all staff and vendors. The information in this handout explains some of these restrictions on information within the County so that you will understand what information is protected and your responsibilities in regard to that information.

##### **NOT PUBLIC DATA**

The following describes the private and confidential types of information, the restrictions on the use of it, and some examples of each type of information.

Not public data means any data which the law declares is not available to the public. It is a broad term which includes any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic data, either singly or in any combination.

Generally, if the data you work with identifies a person it is private or confidential data. Use and access within the agency is restricted to those employees or vendors who need the information to do their jobs.

**A. Private data** is government data maintained on individuals who are identified or can be identified in the data. Only the following persons are permitted access to private data:

1. the individual who is the subject of the data or a designated representative;
2. anyone to whom the individual gives signed consent to view the data;
3. employees of the welfare system whose work assignments reasonably require access to the data;
4. anyone the law says can view the data.

Examples of private data include most welfare system data about individual clients, medical data, child abuse data, pre-commitment screening investigations and pre-admission screening investigations, chemical dependency data about patients, and personnel data.

**B. Confidential data** is data that identifies individuals and cannot be disclosed to the public or even to the individual who is the subject of the data. The subject of the data CANNOT authorize anyone else to see or receive copies of the data by signing a consent for release of information.

Examples of confidential data are adoption data and the names of individuals who report child or vulnerable adult abuse. Some medical data is confidential if the medical care provider deems that access to the data will be harmful to the patient. Most investigations of individuals are confidential, but investigations involving corporations, agencies or vendors are protected nonpublic.

##### **PENALTIES FOR UNLAWFUL USE OF DATA**

**Data Practices Act Penalties** The Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, provides for disciplinary action for any government employee who knowingly violates the provisions of the Act. **Any person, even those who are not employees**, who willfully violate the provisions of the Act, may be charged with a misdemeanor.

**Action for Damages** A political subdivision, responsible authority, statewide system, or state agency which violates any provision of this chapter is liable to a person or representative of a decedent who suffers any damage as a result of the violation, and the person damaged or a representative in the case of private data on decedents or confidential data on decedents may bring an action against the political subdivision, responsible authority, statewide system or state agency to cover any damages sustained, plus costs and reasonable attorney fees. In the case of a willful violation, the political subdivision, statewide system or state agency shall, in addition, be liable to exemplary damages of not less than \$100, nor more than \$10,000 for each violation. The state is deemed to have waived any immunity to a cause of action brought under this chapter.

### **Vendor Technology Usage Agreement**

Vendor personnel have no expectation of privacy in any electronic communications, use of County property, or Internet access. County reserves the right to review, audit, or monitor any information technology used by vendor personnel which attaches to or makes use of the County's network(s).

1. All vendor personnel shall use only accounts authorized by County's Security Staff.
2. Vendor personnel may access only those resources for which they are specifically authorized.
3. Vendor personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to current County password requirements. Passwords shall remain confidential. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
4. Vendor personnel are not permitted to script their user IDs and passwords for log-on access.
5. Vendor personnel are not permitted to allow another person to log-on to any computer utilizing their, if provided, personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Authorized system or service accounts may be used by multiple people.
6. Vendor personnel may not leave their workstation logged onto the network while away from their area. Vendor personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
7. Vendor personnel shall maintain a log, left with the computer, of all software loaded onto any County computer. The software must have been approved in writing by County.
8. Vendor personnel shall execute only applications that pertain to their specific contract work.
9. Vendor personnel shall promptly report log-on problems or any other computer errors to the County Network Administrator.
10. Vendor personnel shall promptly notify the County, in no event later than twelve (12) hours, if they have any reason to suspect a breach of security or potential breach of security.
11. Vendor personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the County.
12. Vendor personnel shall not install or use any type of encryption device or software on any County hardware, which has not been approved in writing by the County.
13. Vendor personnel shall not attach any device to the County network without written approval from the County.
14. Vendor personnel may not remove any computer hardware from any County building for any reason without prior written approval from the County.
15. Vendor personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program installed on County hardware.
16. Vendor personnel shall not attach any network or phone cables to any County device without written approval from the County.
17. Vendor personnel may not copy any data and/or software from any County resource for personal use.
18. County data and/or software shall not be removed from any County Building without prior written approval from the County.
19. Vendor personnel may not utilize County computer systems or networks for any of the following reasons:
  - a. Game playing;
  - b. Internet surfing not required for their work activity;
  - c. Non-related work activity; or
  - d. Any illegal activity.

- e. Downloading of files from the Internet. If files are needed for your work, contact County IT personnel.
- 20. Vendor personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing by the County.
- 21. Vendor personnel may not give out any County computer information to anyone. Exception: other vendor personnel needing the information to complete tasks. Information includes but is not limited to: IP addresses, security configurations, etc.
- 22. All data storage media shall be erased or destroyed prior to disposal.
- 23. Vendor personnel may not remove or delete any computer software without the written approval of the County.
- 24. Vendor personnel shall not attempt to obtain or distribute County system or user passwords.
- 25. Vendor personnel shall not attempt to obtain or distribute door pass codes/passkeys to secured rooms at any County facility for which they are not authorized.
- 26. All equipment issued to vendor personnel will be returned in good condition to County upon termination of the County/Vendor Personnel relationship.
- 27. Vendor personnel may not use County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.
- 28. Vendor personnel are prohibited from intentionally causing County to break copyright laws.
- 29. Use by vendor personnel of any County information technology will acknowledge acceptance of the above-referenced policies. Any vendor who violates any of these policies shall be subject to disciplinary action, including total removal from the County project as well as being subject to Minnesota civil and criminal liability.
- 30. Vendor personnel may not disclose of any private or confidential client information regardless of physical form or storage media (paper, computer, voice mail, microfiche, imaged, video or voice recordings). Vendor personnel will not attempt to access not public data for personal purposes.
- 31. Vendor Acknowledgement "Responsibilities of Persons Who Have Access to Not Public Data has been read and its' conditions will be complied with by all vendor personnel.

**Date:** July 11, 2023

**To:** County Fiscal Supervisors and White Earth Nation Financial Services Manager

**From:** Department of Human Service, Health Care Administration

**New One-Time Funding to Support the Resumption of MA Renewals**

New state funding supports counties and tribes that process Medical Assistance (MA) eligibility in the resumption of MA eligibility renewals which were paused for three years during the COVID-19 emergency. The 2023 Legislature made a one-time appropriation of \$36 million for this purpose.

The \$36 million in funds sent to counties and Tribes are State General Funds dollars. Some periodic reporting to DHS will be required and is noted below.

DHS dispersed the funds on July 10, 2023, in a one-time payment. The funds were allocated in proportion to each county or Tribe's March 2023 share of statewide enrollment in Minnesota Health Care Programs other than MinnesotaCare. The attached file shows the allocations that will be made by county and to White Earth Nation, currently the only Tribe that processes MA renewals.

These funds must be used for expenses that support MA eligibility renewals such as, but not limited to:

- Addressing disparities
- Planning activities
- Hiring and training staff
- Overtime pay
- Supplies and equipment
- Enrollee outreach and communications
- Printing and postage
- Technology

Some of these activities and their associated costs paid for by a county or Tribe may be eligible for federal Medicaid administrative match. These federal matching dollars will go to the county or Tribe for their use. Reporting requirements related to the Income Maintenance Random Moment Time Study (IMRMS) used by counties or the Eligibility Worker Tribal Time Study (EWTTTS) used by Tribes for seeking additional federal Medicaid reimbursement, are the same as with other eligible random moment time study expenditures (even though, in this case, the non-federal share/matching funds will be state funds rather than county funds). Find more information about the time study in the [IMRMS Manual](#).

The state appropriated funds may be used to reimburse the county or Tribe for costs incurred prior to March 31, 2023, as long as the costs were related to resuming MA renewals after March 31, 2023. If an expenditure was made prior to March 31, with the intent and result of that expenditure being to prepare for or address capacity or ability to resume MA eligibility renewals upon the end of continuous enrollment, it would be considered an eligible expense.

There is no deadline to spend the funds, however the funds must be used for their intended purpose.

Counties and Tribal Nations receiving these funds must track their expenditures and maintain supporting documentation.

DHS is requiring quarterly reporting of these funds separate from the IMRMS and EWTTS. The first quarterly survey will be emailed to fiscal supervisors on September 25, 2023, with a response due on September 27, 2023. The two proposed survey questions (subject to revision) are:

- **Question 1:** Please report how your agency spent the funding you received for MA eligibility renewals by clicking on all categories of spending that apply and entering the approximate amount spent in each category.
  - Planning activities
  - Hiring/training staff
  - Overtime pay
  - Printing/postage
  - Supplies/equipment
  - Technology
  - Other
- **Question 2:** How much of your funding remains to support additional MA eligibility renewal activities?

Each county is responsible for compliance with the applicable statute, ([Laws of Minnesota 2023, Regular Session, Chapter 22, Section 4, Subd. 1\(e\)](#)), and should consult with their county attorney to assure they are doing so.

If you have questions on this one-time funding to support MA eligibility renewals, please contact Karen Gibson at [karen.gibson@state.mn.us](mailto:karen.gibson@state.mn.us). If you have questions about the interaction between this one-time funding and the IMRMS or EWTTS, please contact Carmen Patton-Minder, Financial Operations Division Director at [carmen.patton-minder@state.mn.us](mailto:carmen.patton-minder@state.mn.us).

## Medical Assistance enrollment counts by servicing entity

March 2023

Servicing Entity	Recipients	Percentage	Amount	Servicing Entity	Recipients	Percentage	Amount
Aitkin	4,419	0.320%	\$115,246	Faribault	4,186	0.303%	\$109,169
Anoka	82,446	5.973%	\$2,150,154	Fillmore	4,864	0.352%	\$126,851
Becker	9,973	0.722%	\$260,091	Freeborn	5,651	0.409%	\$147,376
Beltrami	13,248	0.960%	\$345,502	Goodhue	8,804	0.638%	\$229,604
Benton	11,262	0.816%	\$293,708	Grant	12	0.001%	\$ 313
Big Stone	1,510	0.109%	\$39,380	Hennepin	319,850	23.171%	\$8,341,544
Blue Earth	15,461	1.120%	\$403,216	Houston	3,367	0.244%	\$87,810
Brown	5,365	0.389%	\$139,917	Hubbard	6,369	0.461%	\$166,101
Carlton	8,701	0.630%	\$226,918	Isanti	8,121	0.588%	\$211,792
Carver	12,990	0.941%	\$338,773	Itasca	12,861	0.932%	\$335,409
Cass	10,786	0.781%	\$281,294	Jackson	2,391	0.173%	\$62,356
Chippewa	4,014	0.291%	\$104,683	Kanabec	4,836	0.350%	\$126,121
Chisago	10,750	0.779%	\$280,355	Kandiyohi	13,957	1.011%	\$363,992
Clay	17,682	1.281%	\$461,139	Kittson	1,032	0.075%	\$26,914
Clearwater	2,704	0.196%	\$70,519	Koochiching	3,179	0.230%	\$82,907
Cook	1,243	0.090%	\$32,417	Lac qui Parle	1,728	0.125%	\$45,065
Cottonwood	3,858	0.279%	\$100,615	Lake	2,439	0.177%	\$63,608
Crow Wing	18,039	1.307%	\$470,449	Lake of the Woods	1,056	0.077%	\$27,540
Dakota	92,394	6.693%	\$2,409,594	Le Sueur	5,562	0.403%	\$145,054
Dodge	3,366	0.244%	\$87,784	Lincoln	1,308	0.095%	\$34,112
Douglas	7,832	0.567%	\$204,255	Lyon	7,430	0.538%	\$193,771



Servicing Entity	Recipients	Percentage	Amount
Mahnomen	2,690	0.195%	\$70,154
Marshall	1,940	0.141%	\$50,594
Martin	5,026	0.364%	\$131,076
McLeod	7,870	0.570%	\$205,246
Meeker	5,607	0.406%	\$146,228
Mille Lacs	8,722	0.632%	\$227,466
Morrison	8,843	0.641%	\$230,621
Mower	13,130	0.951%	\$342,424
Murray	2,039	0.148%	\$53,176
Nicollet	6,843	0.496%	\$178,462
Nobles	6,891	0.499%	\$179,714
Norman	1,865	0.135%	\$48,638
Olmsted	34,401	2.492%	\$897,163
Otter Tail	15,141	1.097%	\$394,870
Pennington	2,857	0.207%	\$74,509
Pine	8,639	0.626%	\$225,301
Pipestone	2,531	0.183%	\$66,007
Polk	8,995	0.652%	\$234,586
Pope	4,313	0.312%	\$112,481
Ramsey	178,656	12.942%	\$4,659,268
Red Lake	915	0.066%	\$23,863
Redwood	4,227	0.306%	\$110,238
Renville	4,145	0.300%	\$108,100
Rice	15,009	1.087%	\$391,428
Rock	2,009	0.146%	\$52,394
Roseau	3,313	0.240%	\$86,402
Scott	27,310	1.978%	\$712,232

Servicing Entity	Recipients	Percentage	Amount
Sherburne	20,745	1.503%	\$541,020
Sibley	3,644	0.264%	\$95,034
St. Louis	49,359	3.576%	\$1,287,260
Stearns	42,676	3.092%	\$1,112,971
Steele	10,698	0.775%	\$278,999
Stevens	2,068	0.150%	\$53,933
Swift	2,671	0.193%	\$69,658
Todd	5,776	0.418%	\$150,635
Traverse	1,059	0.077%	\$27,618
Wabasha	4,151	0.301%	\$108,256
Wadena	5,210	0.377%	\$135,874
Waseca	4,200	0.304%	\$109,534
Washington	43,753	3.170%	\$1,141,058
Watsonwan	2,995	0.217%	\$78,108
White Earth Nation	1,036	0.075%	\$27,018
Wilkin	1,667	0.121%	\$43,475
Winona	9,764	0.707%	\$254,641
Wright	25,410	1.841%	\$662,681
Yellow Medicine	2,537	0.184%	\$66,164
<b>Totals</b>	<b>1,380,392</b>	<b>100.000%</b>	<b>\$6,000,000</b>

MN DHS HRQ R&DA  
Data Warehouse Request #1980

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
September 26, 2023**

**Date Submitted: 9/21/2023**

**By: Carol Lapham, Finance Director**

**CONSENT AGENDA REQUEST**

**APPOINTMENT REQUEST**

**ACTION REQUEST**

**Review and approve 2023-2024 Fee Schedule**

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

# DRAFT

## Houston County Fee Schedule

The following fee schedule was adopted by the Houston County Board of Commissioners on September 26, 2023 and is effective immediately unless otherwise noted. This fee schedule is not exhaustive since the Board of Commissioners may adopt or change fees in various formats that may not be reflected here. Note: Unless you contact the County, all overpayments of five dollars or less will not be refunded and will be receipted as "miscellaneous" to improve efficiency and cost effectiveness. Additionally, the County will waive charges if the cost to provide the data is less than the cost to process the payment.

Note: General fees for data collection and copies are governed by MN Statute 13, Data Practices, and the type of data and subject of data requested will determine the fees chargeable by the County to recover costs for responding to data requests. There are no fees for inspecting data.

Department	Service	Fee
General Fees	Copies (letter or legal size) - B/W, under 100	\$.25 per printed page
General Fees	Copies (letter or legal size) - B/W, over 100	\$.25 per printed page and actual employee time
General Fees	Copies (letter or legal size) - Color	\$1.00 per printed page
General Fees	Employee time: <del>Research, compile, Search &amp; retrieve data, etc.</del> (See note above and ref. MN Statute 13.03)	\$31.50 per hour (billed for actual time, in 15-min increments. Requestor will be provided a cost estimate, 50% must be remitted prior to commencing the research project.
General Fees	Scanning, Copying, and e-mailing: <del>tabloid &amp; larger size paper</del>	11x17 \$2.00 18x24 \$9.00 22x34 \$10.00 24x36 \$11.00 Larger than 24X36 \$4.00 per foot
General Fees	E-mailing plats (22x34)	\$10.00
General Fees	Minimum mailing charge	\$1.00
General Fees	Non-Sufficient Funds (NSF)	\$30.00 per check
Attorney	Copies of discovery documents	See general fees....plus \$5.00 per CD
Auditor/Treasurer	Certificate as to taxes & taxable property	\$200 per certificate - \$100 extra for top 25 taxpayers
Auditor/Treasurer	Confession of Judgement	\$80 per judgment
Auditor/Treasurer	Copy of Financial Statement	\$10 per year
Auditor/Treasurer	Copy of Township and Cities Officer List	\$5 per year
Auditor/Treasurer	Delinquent Tax Publication Fee	\$30 per publication
Auditor/Treasurer	Tax Increment Financing set Up	\$225 per district
Auditor/Treasurer	Tax Increment Financing annual maintenance	\$125 per district
Auditor/Treasurer	Special Assessment Amortization setup	\$50 per assessment roll
Auditor/Treasurer	Special Assessment Annual setup	\$25 per taxing district
Auditor/Treasurer	Administration & collection of special assessments	\$3.00 per assessment per year
Auditor/Treasurer	Tax Certificates	\$5 per parcel plus: \$5 for special assessments \$5 for delinquent taxes no maximum charge
Auditor/Treasurer	Escrow Account Maintenance	\$5 per parcel
Auditor/Treasurer	Revenue Recapture Processing Fee	\$30
Auditor/Treasurer	NSF Check fee	\$30
A/T Licenses and Permits	Fireworks Permit	\$25 per event
A/T Licenses and Permits	Beer License/On Sale	\$50 per year
A/T Licenses and Permits	Beer License/Off Sale	\$50 per year
A/T Licenses and Permits	Liquor License/On Sale	\$1250 per year
A/T Licenses and Permits	Liquor License/Off Sale	\$115 per year
A/T Licenses and Permits	Liquor License/Sunday	\$50 per year

A/T Licenses and Permits	Wine License	\$250 per year
A/T Licenses and Permits	1 to 3 Day 3.2 Beer License	\$10 per event
A/T Licenses and Permits	1 to 4 Day Liquor License	\$25 per event
A/T Licenses and Permits	Tobacco License	\$100 per year
A/T Licenses and Permits	Auctioneer	\$20 per year
A/T Licenses and Permits	Transient Merchant/Peddler's License	\$25 Application Fee (Non Refundable) \$25 per individual 7 Day Transient Merchant License \$75 per individual 30 Day Peddler License \$75 per individual 30 Day Canvasser/Solicitor
Highway Department	County Maps	\$3 \$5.25 mailed \$8.50 for two mailed \$3 per map, plus actual postage for additional
Highway Department	Address Sign - New Address	<b>\$200</b>
Highway Department	Address Sign - reuse sign/post	<b>\$100</b>
Highway Department	Charge for cutting culverts	<b>\$25</b> per 1/2 hr of time
Highway Department	Permit for Over dimension Load	\$25 per trip; \$100 annual permit
Highway Department	Permit for Work within ROW	\$20
Highway Department	Permit for Special Event Road Closure	\$20
Highway Department	Entrance Permit (policy of 2 loads of rock being furnished by County is continued)	\$350 residential/field \$450 street/commercial/farm yard
Highway Department	Mailbox installation	<b>\$100</b> plus cost of materials
Highway Department	Message Board Signs	<b>\$300</b> Set up plus \$20 per day per sign
Highway Department	Inventory Items/Materials	cost + 15%
Highway Department	Driveway Permit	\$50 (temporary access, no rock inc.) \$175 (revised/extension or improvement to an entrance/driveway, includes 10 cyds of rock upon satisfactory completion)
Highway Department	Equipment Rental Hourly Rates	<b>\$125</b> Backhoe \$50 Brush Chipper <b>\$100</b> Dozer <b>\$101</b> Drum Roller <b>\$135</b> Grader <b>\$125</b> Loader - Wheel Case 721 <b>\$150</b> Loader - Wheel JD 644K <b>\$150</b> Loader Wheel JD 821F \$65 Loader - Compact JD 333G <b>\$60</b> Loader - Compact JD 325G <del>\$84 Loader - Wheel</del> \$55 Mowing Tractor (large) \$45 Mowing Tractor (small) <b>\$65</b> Sign Truck <b>\$100</b> Tandem Truck - Hauling <b>\$125</b> Tandem Truck - Plowing <b>\$38</b> Sprayer <b>\$40</b> Trailer
Highway Department	Labor Charge	Labor agreement in place plus 60% markup for fringe benefits
Human Services	Child Care Licensing (background study required)	\$50 initial \$100 2-yr renewal

Public Health	Vaccines (fee fluctuates to match cost)	\$TBD Influenza regular \$TBD Influenza high dose \$100 Adult Hepatitis B \$80 Adult Tdap Contact PH office for other immunization fees - uninsured and underinsured individuals can receive MNVAC vaccine (free from the State) for an administrative fee of \$20 to \$30, waivable if individual is unable to pay
Public Health	Radon Testing Kit	\$10 if picked up- \$12 if mailed
Recorder	Real Estate Documents	\$46
Recorder	Plats	\$56
Recorder	Referencing more than 4 documents	\$10 per reference after 4
Recorder	Conforming Copy	\$2
Recorder	Deed Tax & Mortgage Registration Tax	See Treasurer's fees
Recorder	Abstract - Typed Entry	\$10
Recorder	Abstract - Exhibit	\$1
Recorder	Abstract - STL/FTL Certificate	\$5 per name
Recorder	Abstract - Judgement Certificate	\$5 per name
Recorder	Abstract - Tax Certificate per PIN each for Auditor and Treasurer	\$5
Recorder	Landshark Access **Effective 1/1/2024**	\$75 for initial Set-up fee \$75 for Level 1 (1-250 pages per mo.) \$150 for Level 2 (251-500 pages per mo.) \$300 for Level III (501-1000 pages per mo.)
Recorder	Real Estate Research Fee	\$31.50 per hour/one hour minimum
Recorder	Tract Search - limited, uncertified, 1 PIN	\$75 plus copies
Recorder	Copies by staff	\$2 per page
Recorder	E-mailed copies	\$2 per page
Recorder	Digital copies	\$2 per page
Recorder	Fax	\$5 first page, \$2 per page after
Recorder	Certified Copy	\$10 per document
Recorder	Expedite Fee	\$50 per request
Recorder	Passport Photos (2)	\$25 (includes tax)
Recorder	Vitals - Birth Certificate	\$26 for certified copy \$19 for additional certified copy requested at same time/same person \$13 non-certified copy
Recorder	Vitals - Certificate of No Birth Record on File	\$16
Recorder	Vitals - Death Certificate/Fetal Death Report	\$13 for certified copy \$6 for additional certified copy requested at same time/same person \$13 non-certified copy
Recorder	Vitals - Certificate of No Death Record on File	\$13
Recorder	Genealogy Research	\$31.50 per hour/one hour minimum
Recorder	Marriage License	\$115 per license \$40 per reduced fee license \$30 reprint of marriage license \$50 correction of historical marriage record \$9 for certified Marriage Certificate
Recorder	Ordination Papers recording fee	\$50
Recorder	Notary Commission	\$20 recording fee \$20 name/address change \$5 for Notary Certification
Recorder	Extended Hours Staff Fee	\$50 per hour (if staff is available)
Recorder	Abstractor's Continuation Certificate	\$100
Recorder	Abstractor's Original Certificate	\$100
Recorder	O & E Report (Includes Deed Copy)	\$75
Recorder	O & E Report (2 owner, includes deed copy)	\$100
Recorder	40 year search	\$150 plus copies
Sheriff's Office	Advance Fee: Writ of Execution	\$95
Sheriff's Office	Advance Fee: Writ of Recovery	\$150

Sheriff's Office	Advance Fee: Lien Sales	\$100
Sheriff's Office	Advance Fee: Vehicle Seizures	\$300 from Attorney \$500 Pro Se
Sheriff's Office	Civil Process Service - Personal Service/Non-Service - Posting	\$85 (5 attempts max) per person
Sheriff's Office	Writ of Execution Levy Fee (employer/bank)	15
Sheriff's Office	Writ of Execution Sale	\$100
Sheriff's Office	Commission of Execution	5% of total collected
Sheriff's Office	Mechanic Lien Sale	\$100
Sheriff's Office	Sheriff's Sale (Mortgage Foreclosure)	\$100
Sheriff's Office	Cancellation of Sheriff's Sale	\$50
Sheriff's Office	Postponement of Sheriff's Sale	\$10
Sheriff's Office	Redemption Fee	\$250
Sheriff's Office	Writ of Replevin	\$50 plus deputy time
Sheriff's Office	Writ of Restitution	\$50 plus deputy time
Sheriff's Office	Deputy time/Escort	\$85 per hour, per deputy (2hr min)
Sheriff's Office	Permit to Carry	\$65 County Resident \$100 Out of State \$35 Military/Law Enforcement
Sheriff's Office	Permit to Carry Renewal	\$45 County Resident \$75 Out of State \$30 Military/Law Enforcement \$10 Late renewal <b>*Renewal expired 30 days plus is considered a new application*</b>
Sheriff's Office	Criminal History Check (local records only)	\$10
Sheriff's Office	Copy of Police Report	\$.25 per page
Sheriff's Office	Copy of Video	\$25 per DVD
Sheriff's Office	Copy of Photos	\$10 per CD \$2 per page (4 photos per page)
Sheriff's Office	Fax Fee	\$5 for 1-10 pages \$.25 per additional page
Sheriff's Office	Transcription	\$50 per hr (2hr min)
Sheriff's Office	Fingerprint Card	<b>\$10</b> per card
Sheriff's Office	Jail Fee - Pay for Stay Prisoners	\$30 per day
Sheriff's Office	Jail Fee - Weekender Prisoners	\$90
Sheriff's Office	Jail Fee - Out of County Prisoners	\$60 per day (single) \$55 per day (single, contract rate) \$100 per day (Special Supervision Detainee)
Sheriff's Office	Jail - Booking Fee	\$10
Sheriff's Office	UA Tests	\$15
Sheriff's Office	Dangerous Dog	\$200 Initial \$50 Annual Renewal \$15 Warning Symbol \$15 Dangerous Dog Tag \$50 per hour - Hearing Officer
Surveyor	Survey work for private sector, cities and townships	\$75 per hour for County Surveyor \$60 per hour for Assistant County Surveyor <b>\$50 per hour for truck/field equipment</b>
Surveyor	County-wide aerial imagery (digital)	\$525, includes county-provided storage device
Surveyor	Registered land surveys	\$80 plus \$5 per tract
Surveyor	Plat Review	<b>\$200</b> per plat and/or condo plat plus \$15 per lot and/or condo unit - Incomplete applications may be charged hourly rate for review at County Surveyor's discretion
Environmental Services	Zoning Permit - Accessory Building or Accessory Addition	\$.15/sf, max charge \$300
Environmental Services	Zoning Permit - Dwelling or Addition	\$400 (included deck, porch, attached garage) \$150 for additions
Environmental Services	<b>Zoning Permit - Change of use</b>	<b>\$50</b>



Environmental Services	Zoning Permit - Extension	\$50
Environmental Services	Zoning Permit - After the fact	Triple the original charge
Environmental Services	Septic Permits	\$200 for holding tank \$375 for Type I <2,500 gpd \$400 for Type II non-holding tank \$400 for Type III \$500 for Type IV \$1,000 for homeowner install holding tank \$1,000 for homeowner install non-holding tank \$500 for >2,500 gpd
Zoning	Public Hearing - Variance	\$500
Zoning	Public Hearing - Zoning Appeal	\$500
Zoning	Public Hearing - Conditional Use Permit	\$700
Zoning	Public Hearing - Interim Use Permit	\$700
Zoning	Public Hearing - Rezone	\$700
Zoning	Public Hearing - Ordinance Amendment	\$700
Zoning	Plat Review	\$700
Zoning	Soil Erosion Control Plan	\$80 for Type I \$160 for Type II \$240 for Type III
Zoning	E911 Address Assignment	\$50
Zoning	Wetland Permits	\$150 for no loss or exemption \$300 for replacement or banking
Zoning	Noxious Weed Control	\$20 per Pesticide Applicator Test
Solid Waste and Recycling	Refuse (household garbage)	\$2 per 30 gal bag or under \$2.50 per 45 gal bag \$2 min
Solid Waste and Recycling	Demo/non-household	\$.15 per lbs. or \$18 per c.y.
Solid Waste and Recycling	Large Household Items	\$.15 per lbs. or \$18 per c.y.
Solid Waste and Recycling	Tire Disposal	\$2 per auto tire plus \$6 if on rim \$10 per semi/large truck/implement tire \$20 per tractor tire
Solid Waste and Recycling	Appliance	\$0 per item/residential \$20 per item/business \$20 per item/camper (gas or ammonia) plus \$50 per item if uncleaned
Solid Waste and Recycling	E-waste	\$0 residential \$.35 per lb/business
Solid Waste and Recycling	Mattresses & Box spring	\$5 per mattress if clean/recyclable \$15 per mattress if wet/soiled/unrecyclable
Solid Waste and Recycling	Hauler's License	\$50 per year
Wildcat Park	Seasonal Rates	\$320 per month/\$1600 per season plus tax and actual cost of electricity with \$275 electricity deposit required
Wildcat Park	Monthly Rate	\$450 per month
Wildcat Park	Electric Sites	\$50 per night
Wildcat Park	Primitive Sites	\$25 per night, per tent
Wildcat Park	Holding Tank Dump	\$10
Wildcat Park	Shelter Rental	\$50 per day, plus \$50 deposit
Wildcat Park	Boat Launch Fee	\$5 per day \$25 per season \$100 non-compliance fine
Wildcat Park	Non-Camper overnight parking fee	\$5 per night (pre-paid) \$25 per night non-compliance fine

**RESOLUTION NO. 23-35**

BE IT RESOLVED, that the proposed levy after the deduction of County Program Aid (CPA), in the amount of \$ \_\_\_\_\_ be made on all taxable property in the County of Houston for taxes payable in 2024 in the following amounts by County Fund:

County Revenue  
Road & Bridge  
Public Health & Human Services  
Bond Fund – 2017A Jail Bonds  
Bond Fund – 2020A Jail Bonds

Total  
Less CPA

Total Levy

-----  
  
-----  
  
=====

**\*\*\*\*\*CERTIFICATION\*\*\*\*\***

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Polly K Heberlein, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a special session dated September 26, 2023.

WITNESS my hand and the seal of my office this 26th day of September, 2023.

(SEAL)

\_\_\_\_\_  
Polly K Heberlein, County Auditor/Treasurer



**RESOLUTION NO. 23-36**  
**RESOLUTION ADOPTING 2024 OPERATING BUDGET**

	Revenue	Expenditures	Revenues Over (Under) Expenditures
	-----	-----	-----
County Revenue			
Road & Bridge			
Public Health & Human Services			
Debt Service			
	-----	-----	-----
Grand Total	=====	=====	=====

\*\*\*\*\*CERTIFICATION\*\*\*\*\*

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(SEAL)

\_\_\_\_\_  
Polly K Heberlein, County Auditor/Treasurer