

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

Date: November 7, 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 Rose Korabek, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Human Resources Director Theresa Arrick-Kruger, Environmental Services Director Martin Herrick, Engineering Supervisor Justin Conway, Sheriff Brian Swedberg, and Jail Administrator Dean Ott

Presiding: Chairperson Severson

Call to order.

Pledge of Allegiance.

Prior to any motions being made Chairperson Severson said there was one addition to the consent agenda: approve the hire of Susan Wiegrefe as a probationary 0.5 FTE, Deputy Auditor/Treasurer-License Center, B22, Step 1, effective 11/07/2023. 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 October 24, 2023.

Public Comment:

None.

### **APPOINTMENTS**

None.

### **CONSENT AGENDA**

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

- 1) Re-appoint Managers Arlyn Pohlman and Brad Felten to the Crooked Creek Watershed District for a three (3) year term to expire on 11/30/26. Their current terms end on November 30, 2023.
- 2) Approve hiring Heidi Lapham as temporary/casual (67 day) Deputy Auditor-License Center, at a payrate of \$22.90/hour through December 2023.
- 3) Change the employment status of Highway Mechanic, Shane St. John, from probationary to regular, effective 11/14/2023.
- 4) Change the employment status of Deputy Sheriff, Ethan Meyer, from probationary to regular, effective 11/21/2023.
- 5) Approve the hire of Susan Wiegrefe as a probationary 0.5 FTE, Deputy Auditor/Treasurer-License Center, B22, Step 1, effective 11/07/2023.

#### ACTION ITEMS

File No. 1 – Commissioners discussed adopting an updated Resolution No. 23-42 as the resolution passed the following week had some incorrect wording. Commissioner Burns moved, Commissioner Myhre seconded, motion carried unanimously to adopt Revised Resolution No. 24-42 for the Mn/Dot Aeronautics companion grant for the Airport Taxilane project. See revised resolution below.

#### **RESOLUTION 23-42 (Revised)**

#### **AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT**

It is resolved by the County of Houston as follows:

1. That the state of Minnesota Agreement No. **1055180**,  
  
"Grant Agreement for Airport Improvement," for State Project No.  
  
**A2801-34** at the **Houston County Airport** is accepted.
2. That the County Board Chairperson and the Interim County Auditor/Treasurer are authorized to execute this Agreement and any amendments on behalf of **Houston County**.

File No. 2 – Commissioner Myhre moved, Commissioner Johnson seconded, motion carried unanimously to adopt Resolution No. 23-43 A resolution requesting a variance from standard for State Aid Operation for Project No. S.A.P. 028-610-021. See resolution below.

**RESOLUTION NO. 23-43  
HOUSTON COUNTY, MINNESOTA**

**A resolution requesting a variance from standard for State Aid Operation for Project No. S.A.P. 028-610-021.**

**WHEREAS**, the County of Houston is preparing plans for CSAH 10, Bridge No. L7540, located 3.5 Miles West of the Junction with TH 76 to 3.4 Miles West of the Junction with TH 76; and

**WHEREAS**, Minnesota Rules for State Aid Operation 8820.9920 require minimum design speed of 40 miles per hour; and

**WHEREAS**, the reasons for this variance requests are the constraints of the existing terrain, the close proximity of connecting waterways, and the impacts to the adjacent agricultural parcel will be greatly impacted by designing the horizontal alignment for CSAH 10 to meet a 40 miles per hour horizontal design speed.

**NOW, THEREFORE BE IT RESOLVED**, that the Houston County Board of Commissioners do hereby request a variance from the Minnesota Department of Transportation State Aid Operations Rules Chapter 8820.9920 Minimum Design Standards; Rural and Suburban Undivided; New or Reconstruction Projects to allow a design speed of 35 miles per hour in lieu of a design speed of 40 miles per hour;

**BE IT FURTHER RESOLVED**, that the Houston County Board of Commissioners hereby indemnifies, saves and hold harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of the reconstruction of CSAH 10 in accordance with Minnesota Rules 8820.9920 and further agrees to defend at their sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting this variance.

File No. 3 – Commissioner Johnson moved, Commissioner Myhre seconded, motion carried unanimously to approve a CUP for Thomas and Judy Vixfor for a solar energy system in the flood plain district of the agriculture protection district in Houston Township.

File No. 4 – Commissioners discussed the future of the jail and 2024 budget with Sheriff Swedberg and Jail Administrator Ott. Sheriff Swedberg and Ott along with the Jail Committee were bringing the matter forward for the Commissioners to vote on as staff were concerned about if the jail would remain open in the coming months. Sheriff Swedberg said he personally had gone “back and forth” on keeping the jail open or closing it. He said employees were nervous. Jail Administrator Ott told the board he was looking into the possibility of turning part of the current jail into an eight day temporary juvenile holdover facility (excluding weekends and holidays). They could possibly provide up to eight beds for juveniles. Based on his research so far he said he was “cautiously optimistic at this point”. The going rate for holding juveniles for other agencies was around \$300 to \$375 per day per juvenile. There was a need from other

agencies for holding facilities in the area. Houston County could also utilize the facility and save money on transport costs for their own juveniles. There was the potential for new costs such as having to pay employees more or needing to update the current jail facility to meet requirements, but it was expected that the County could make money by temporarily holding juveniles. Ott said job descriptions for current employees would need to be revised if they became a temporary holding facility for juveniles. Commissioner Johnson said the 2024 jail budget had already been approved in the preliminary 2024 budget, and said it would be out of order to officially approve the 2024 jail budget before the final budget was approved at the end of the year. Commissioner Burns agreed. Commissioner Burns said he personally wanted to see the jail stay open, and did not anticipate any changes to the budget regarding the jail, but did agree the approval would be out of order. Commissioner Schuldt moved, Commissioner Myhre seconded, motion carried three to two to approve budgeting the Houston County Jail for 2024 and then review the jail budget/operations at the July 2024 BOC meeting. The Commissioners voted by roll. Commissioners Severson, Schuldt, and Myhre voted yes. Commissioners Johnson and Burns voted no.

## DISCUSSION ITEMS

Interim Auditor/Treasurer Heberlein thanked the board for the ability to use a variance for license center hours if needed. A variance had been granted the week before to be used if need, as the office was currently short staffed, and working on training new people. She said so far the license center had not needed to use the variance. They had made some progress in the office since the last meeting, however it was not a fast process with the State. She said the current two person team in the office was doing a great job at keeping up with the workload. She hoped the license center would not need to use the variance.

Commissioners discussed recent meetings they had attended and upcoming meetings including a Jail Committee, Zoning, Parks, Airport, Finance, and Hiawatha Valley Mental Health meeting.

Commissioner Johnson said he had been interviewed by a constituent and student about the health of the root river. He had been asked to be interviewed as he served on the Root River One Watershed Committee. He said the river was currently in good health, and a sample of the river was taken after every rain event.

Commissioner Johnson updated the board saying Commissioner Schuldt and him had been tasked with hiring an investigator to conduct an investigation into Amber Miller's complaints and public comment. Commissioner Johnson said Crescent Security and Investigative Services out of Stewartville, MN had officially been hired to do the investigation. He said Crescent Security and Investigative Services also had access to an employment lawyer. The investigation had officially been started.

Public Comment:

Reporter Rose Korabek asked if Houston County had looked into why Olmsted County had closed their juvenile facility. Commissioner Schuldt said Jail Administrator Ott would be the one to look into that.

None.

There being no further business at 10:11 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Schuldt motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on November 14, 2023.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

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

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

# HOUSTON COUNTY AGENDA REQUEST FORM

**Date Submitted: 11.14.2023**

**By: Polly Heberlein, Interim Auditor/Treasurer**

**CONSENT AGENDA REQUEST: STATE OF MINNESOTA  
GRANT CONTRACT AGREEMENT  
SNOWMOBILE GRANT-IN-AID PROGRAM  
FY 2024 MAINTENANCE AND GROOMING GRANTS**

Authorize Houston County Board Chair and County Interim Auditor-Treasurer to sign on behalf of Houston County, the State of Minnesota Grant Contract Agreement, Snowmobile Grant-in-Aid Program, FY 2024 Maintenance and Grooming Grants for the following:

Gopherland Trail -	\$ 47,681.62
LaCrescent Trail -	\$ 17,519.70
Money Creek and TH 76 Trail -	\$ 22,845.69
Viking Ridge Spring Grove -	<u>\$ 19,650.10</u>
TOTAL:	\$107,697.11

The effective date of the Grant Contract will start on July 1, 2023 or the date the State accounting system shows sufficient allotment or encumbrance balance in the fund, allotment, or appropriation to meet this grant contract agreement per Minn. Stat. 16B.98 Subd. 5 and Subd. 7. and is set to expire on June 30,2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**ACTION ITEM:**

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

**Recommendation:**

**Decision:**

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
November 14, 2023**

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**Date Submitted: November 9, 2023**  
**By: Tess Kruger, HRD/Facilities Mgr.**

**ACTION**  
**NONE**

**APPOINTMENT REQUEST**  
**NONE**

**HR CONSENT AGENDA REQUEST**  
**Public Health & Human Services**

- **Accept the resignation Rebecca Wilhelmson, Social Worker (Home and Community Based Services) effective November 17, 2023**
- **Approve initiating a competitive search for a Social Worker for Home and Community Based Services**

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

# Houston County

## Agenda Request Form

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

Date Submitted: November 8, 2023 for November 14, 2023

Person requesting appointment with County Board: Amelia Meiners

**Issue:**

Seeking approval on the 2024-2025 Delegation Agreement Work Plan with MPCA Feedlot Program.

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

MPCA Feedlot Program Delegation Agreement Work Plan

**Justification:**

This has been approved by the MPCA and now requires final approval by our Board.

**Action Requested:**

Formal approval, no signature required.

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

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

# Minnesota Pollution Control Agency County Feedlot Program Delegation Agreement Work Plan

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

Delegation Agreement Years:	2024 – 2025
County:	Houston
County Feedlot Officer (CFO):	Amelia Meiners
If CFO is employed solely by SWCD, list designated County employee who will sign permits/Grant Agreement:	
Telephone number(s):	507-725-5800
Email address(es):	amelia.meiners@co.houston.mn.us

## A. Strategies

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

### Registration Strategy

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

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

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

Click or tap here to enter text.

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

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

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

Click or tap here to enter text.

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

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

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

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

Click or tap here to enter text.

### Inspection Strategy

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

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

### Required Inspection Strategies

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

The County's inspection strategy shall include goals for conducting a **majority** of inspections at high risk/high priority sites. The strategy may also include goals for low risk/low priority sites. The County may choose from the provided examples and/or write an alternative strategy in the space provided in the below sections.

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

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

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

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

The County tries to inspect at least 5 feedlot sites over 300 animal units every year in order to visit those more often than may otherwise be accomplished.

### Inspection Strategies

Inspection Strategy	Inspection Goal Year 1*	Inspection Goal Year 2*
Conduct inspections at existing sites that have submitted permit applications proposing construction or expansion	2	2
Sites with an Interim or Construction Short Form (CSF) permit w/ > 300AU and sites that received feedlot cost-share	2	2
Sites required to be registered that have never been inspected, including those with open lot area(s) without runoff controls and in 1W1P	6	6
Sites within Root River & WinLaC One Watershed One Plan (1W1P) and other priority watersheds (TMDL & WRAPS) including, but not limited to portions of Bee Creek, Bear Creek, Crooked Creek, Root River-South Fork, Money Creek, Pine Creek, Thompson Creek and the Root River.	10	10
Sites that have not been keeping adequate land application records	1	1
<b>Total:</b>	<b>21</b>	<b>21</b>

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

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

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

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

**Note:**

- Counties need to enter data from all feedlot inspections at feedlots required to be registered into Tempo by no later than **February 1** of the year following the end of the program year.
- Counties that enter ninety percent (90%) of inspection data within 60 days of the inspection date will receive four (4) Performance Credits.

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

## Compliance Strategy

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

- ☒ Include corrective actions with completion deadlines in the inspection results notification letter.
- ☒ Issue a Letter of Warning (LOW) or a Notice of Violation (NOV) that will include corrective actions and deadlines.
- ☒ Issue an interim permit that includes timelines for corrective actions.
- ☐ Other (describe below):

Click or tap here to enter text.

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

- ☐ Address non-compliance at the same time the facility non-compliance is addressed. See above.
- ☐ Include corrective actions with completion deadlines in the inspection results notification letter.
- ☐ Issue an LOW or NOV that will include corrective actions and deadlines.
- ☒ Other (describe below):

Houston County does not plan to conduct land application inspections in 2024-2025 unless a complaint is received, in which case, the above strategies will be utilized as necessary.

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

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

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

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

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

The sequence for addressing noncompliance will be as follows:

- a. Informing the feedlot owner of technical and financial assistance programs that may be available.
- b. Monitoring to verify that agreed upon corrective actions are proceeding according to schedule. Checking with partner organizations to see if the feedlot owner has contacted them about technical or financial assistance.
- c. Notifying the owner when a compliance remedy has not been proposed or is unsatisfactory.

- d. Giving written notice when a feedlot owner has not responded adequately to prior communications within an acceptable period of time. This may be done with a Letter of Warning or Notice of Violation stating that the County or MPCA may initiate enforcement actions.
- e. Involving an MPCA representative when a feedlot owner fails or refuses to initiate required corrective actions.
- f. Requiring a producer to submit an application for an Interim Permit.
- g. Involving an MPCA representative when a feedlot owner fails or refuses to apply for an Interim Permit or fails to comply with the terms of the Interim Permit.
- h. Involving the Houston County Attorney to address feedlot related violations of the Houston County Zoning Ordinance.

### **Owner Assistance Strategy**

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

Type: Assistance will be provided to individual feedlot owners on a one-on-one setting as needed. Producers may be referred to SWCD for technical assistance. Houston County hopes to partner with neighboring counties to provide producer training. We may also provide information at the County Fair. Newsletters have been sent out in the past and newspaper articles may be written as well.

Number: Previous trainings have been poorly attended. It is expected that 5-25 producers might attend future activities, depending on the topic.

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

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

## **B. Delegated County Minimum Program Requirements (MPRs)**

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

### **Inspection MPRs**

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

Inspection MPRs	Year 1	Year 2
1. Agency-approved number of feedlots required to be registered by the State. <i>(For Year 1, enter the "Feedlots Eligible for Funding" number for your county found in Appendix B. For Year 2, the Agency-approved number of feedlots for each county will be determined by the MPCA around April 1, 2024. Counties will need to determine the number of inspections that need to be conducted to meet their 7% inspection rate based on the number of Agency-approved feedlots at that time.)</i>	295	<input type="text" value="XXX"/> The 2025 MPCA approved number of feedlots is to be added by the county in 2024.
2. County–Agency agreed upon inspection rate. <i>(Enter "7%" unless a different inspection rate percentage was negotiated.)</i>	7%	7%
3. County–Agency agreed upon inspection number for the identified time period. <i>(Calculate 7% of the number from item 1. If not a whole number, round up to the nearest 0.5 and enter it here. Example: 12.0 =12.0, 12.1 thru 12.5 = 12.5, 12.6 thru 12.9 = 13.0)</i>	21	<input type="text" value="XXX"/> To be added by the county in 2024.

#### Non-Inspection MPRs

Registration MPRs	YES	NO
1. The County will register and maintain registration data in the Tempo database (Minn. R. ch. 7020.0350, subp. 1 and 7020.1600, subp. 2. C). <i>Instructions for entering registration information into the online registration system are available in Tempo HELP/Feedlot folder/Registration Information folder/ "Online Registration FAQs.docx"</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The County issues a registration receipt to the feedlot owner within 30 days of entering registration information into the online registration service if the site owner does not have an email address (Minn. R. ch. 7020.0350, subp. 5). <i>A file review should indicate the County has fulfilled the registration receipt requirement as stated in their Delegation Agreement Work Plan Registration Strategy.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The County acknowledges the following: a. The MPCA will run a report on or about January 30, 2024 to determine the number of feedlots the County will receive funding for during 2025 and 2026. b. In order for feedlot sites to count for funding purposes for 2025 and 2026 they must: <ul style="list-style-type: none"> <li>• Have a locked registration in Tempo,</li> <li>• Have a registration Effective Start Date of January 1, 2018 or later; and</li> <li>• Be required to register: 10 or more AU in shoreland areas or 50 or more AU outside shoreland areas.</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Inspection MPRs	YES	NO
3. The County maintains a record of all compliance inspection results, including land application	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Inspection MPRs	YES	NO
<p>inspections, conducted at feedlots required to be registered. At a minimum, counties must maintain on file (electronic or paper) inspection documentation as outlined in Appendix A (Minn. R. ch. 7020.1600, subp. 2.H.).</p> <p><i>A file review should indicate that the County uses and maintains on file inspection documentation as stated in their Delegation Agreement Work Plan Inspection Strategy.</i></p>		
<p>4. The County enters data from all feedlot inspections at feedlots required to be registered into Tempo no later than <b>February 1</b> of the year following the end of the program year (Minn. R. ch. 7020.1600, subp. 2.H) <b>and</b> at least seventy five percent (75%) of inspection data shall be entered into Tempo within 120 days of the inspection. Minimally funded counties may enter data less frequently.</p> <p><i>A Tempo database query should indicate that inspection checklist data was entered into Tempo within required parameters.</i></p> <p><i>Instructions for entering an inspection into Tempo are available in Tempo HELP/Feedlot folder/ Inspection Information folder.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>The County acknowledges the following:</p> <p>a. For inspections to count toward the required seven percent (7%) inspection rate they must*:</p> <ul style="list-style-type: none"> <li>• Be at sites that are required to register: 10 or more AU in shoreland areas or 50 or more AU outside shoreland areas;</li> <li>• Have a locked inspection in Tempo; and</li> <li>• Have occurred during the CFO Annual Report reporting year.</li> </ul> <p>*If at the time of inspection a site has a current (January 1, 2018 or later) locked registration with animal numbers that require registration (10 or more AU in shoreland or 50 or more AU outside of shoreland), and as a result of the inspection the registration information is updated to animal numbers that no longer require registration, the inspection shall count toward the seven percent (7%) inspection rate.</p> <p>b. Inspections at feedlot sites will <b>not</b> count toward the required seven percent (7%) inspection rate if:</p> <ul style="list-style-type: none"> <li>• Inspection information is not entered into Tempo, or</li> <li>• Inspections entered into Tempo are not locked.</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. The County's Inspection Strategy has been approved by the agency (Minn. R. ch. 7020.1600, subp. 3a.B(1-2)).</p> <p><i>The County's CFO Annual Report should indicate the County initiated inspection plans and goals as stated in their Delegation Agreement Work Plan Inspection Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

Permitting MPRs		YES	NO
9.	<p>The County will issue permits within the 60/120-day time period according to Minn. Stat. § 15.99 (Minn. R. ch. 7020.0505, subp. 5.C).</p> <p><i>A file review should indicate that the County date stamps all application components and, if applicable, uses letters to notify producers of incomplete applications. An application component received by the County electronically (via email) does not need a date stamp provided the dated email is saved with the document.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10.	<p>The County will make sure all permit applications are complete (Minn. R. ch. 7020.1600, subp. 2.C).</p> <p><i>A file review should indicate that the County uses the most recent agency-approved permit application checklist and that application information is complete and accurate as verified through the use of the permit application checklist.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Permitting MPRs	YES	NO
<p>11. The County will ensure producer compliance with required notifications (Minn. R. ch. 7020.2000, subp. 4 and subp. 5).</p> <p><i>Public notifications for new or existing feedlots with a capacity of <math>\geq 500</math> AU proposing to construct or expand must include the following information:</i></p> <ul style="list-style-type: none"> <li><i>a. Owner(s) name(s) or legal name of the facility;</i></li> <li><i>b. Location of facility - county, township, section, quarter section;</i></li> <li><i>c. Species of livestock and total animal units;</i></li> <li><i>d. Types of confinement buildings, lots, and areas at the animal feedlot; and</i></li> <li><i>e. Types of manure storage areas.</i></li> </ul> <p><i>Public notification is completed by equal or greater notification of one of the following:</i></p> <ul style="list-style-type: none"> <li><i>a. Newspaper (affidavit in file);</i></li> <li><i>b. Delivery by mail or in person; or</i></li> <li><i>c. As part of a county/township permitting process (Conditional Use Permit);</i></li> <li><i>d. A copy of the newspaper including date of publication;</i></li> <li><i>e. A printed copy of the notification from the newspaper website including date of publication.</i></li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>12. The County will issue the appropriate permit after completion of required notifications (Minn. R. ch. 7020.2000, subp. 4, 5).</p> <p><i>A file review should indicate that permits have been issued more than twenty (20) business days after public notifications.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>13. The County will ensure that manure management plan (MMP) conditions have been met according to Minn. R. ch. 7020.2225, subp. 4.D prior to permit issuance (Minn. R. ch. 7001.0140).</p> <p><i>A file should contain either a permit with a deadline for MMP submittal or an MMP and a completed MMP review checklist for any interim permit issued for a site <math>&gt;100</math> AU; an MMP and a completed MMP review checklist for any CSF (construction short form) permit issued for a feedlot where manure is non-transferred over 300 AU; and a completed copy of the document "MMP When Ownership of Manure is Transferred" for a feedlot <math>\geq 300</math> AU where manure is transferred. A file review will confirm that a copy of the most recent Agency-approved MMP review checklist is in the permit file and verify that the MMP is complete, accurate and meets feedlot rule requirements as verified through the use of the MMP review checklist.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>14. The County will ensure that a producer who submits a permit application that includes a liquid manure storage area (LMSA) meets the requirements in Minn. R. ch. 7020.2100.</p> <p><i>A file review should indicate that the County uses the most recent Agency-approved LMSA checklist and that LMSA plans and specifications are complete, accurate and meet feedlot rule requirements as verified through the use of the LMSA checklist.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>15. The County will ensure that any pollution problem existing at a producer's site will be resolved before the permit is issued or will be addressed by the permit (Minn. R. ch. 7020.0535, subp. 7 and 7001.0140).</p> <p><i>A file review should indicate the County issues interim permits in appropriate situations and conducts an inspection at existing sites within one year prior to permit issuance.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

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

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

Air Quality MPR	YES	NO
<p>19. The County maintains a record of all notifications received from feedlot owners claiming air quality exemptions including the days exempted and the cumulative days used. (Minn. R. ch. 7020.1600, subp. 2.I.)</p> <p><i>The County should maintain a pumping notification log. The log should include:</i></p> <ul style="list-style-type: none"> <li>a. Names of the owners/legal facility name;</li> <li>b. Location of the facility (county, township, section, quarter);</li> <li>c. Facility permit number; and</li> <li>d. Start date and number of days to removal.</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

## Appendix A

### 2024-25 Delegation Agreement Work Plan Guidance

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

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

#### 1. DATA PRACTICES:

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

#### 2. REGISTRATION:

##### a) Producer contact information

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

##### b) Collected registration information

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

##### c) Registration receipt

- If a feedlot owner does not provide email contact information and CFO email contact information is entered as contact information for the feedlot, the CFO needs to clearly document receipt of registration back to the feedlot owner. Acceptable forms of documentation include:
  - Dated registration receipt letter;

- Dated inspection letter that indicates registration was updated;
- Dated permit cover letter that indicates registration was updated; or
- The County will document the dated 30-day registration receipts as described in the Registration Strategy above.

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

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

## 6. TYPES OF INSPECTIONS

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

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

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

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

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

**Manure Storage Area Closure** is an inspection that has been conducted at a facility and the inspector has evaluated the site's compliance with manure storage area closure requirements. If you have received a notification of manure storage area closure and did not inspect the facility, follow the procedure for "How to enter Notification of Manure Storage Area Closure" located here (<file:///pca.state.mn.us/xdrive/Tempo/Feedlot/>).

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

### Land Application Inspections

- **Phosphorus Inspection** is an inspection of the phosphorus portion of land application records that is conducted in conjunction with a compliance inspection of a site registered for  $\geq 300$  AU. The phosphorus section of the Checklist must be filled out for the inspection to be complete. Feedlot owners are required to maintain three (3) years of field records when fields do not have sensitive features and six (6) years when fields do contain sensitive features. **Please see phosphorus inspection guidance found on the MPCA County Feedlot Officers webpage for more information.**
- **Desktop Nitrogen & Phosphorus Record Review** is an inspection of both nitrogen and phosphorus land application records of a site registered for  $\geq 300$  AU. This is an independent inspection conducted without inspecting other parts of the feedlot. The nitrogen and phosphorus sections of the Checklist must be filled out for the inspection to be complete. This inspection typically would be conducted in the office after requesting and receiving application records but it could also be conducted onsite. When entering an inspection of this type into Tempo, select *FE Desk-top Nitrogen & Phosphorus Record Inspection* as the Compliance Evaluation Type and load the applicable checklist. **NOTE:** When a Desk-top Nitrogen & Phosphorus Record Inspection is conducted, review of the phosphorus portion of the records must be completed in the same manner as described in the Phosphorus inspection above.
- **In-field Land Application Inspection** is an onsite/in-field inspection that focuses on land application practices including but not limited to discharges and setback requirements. The inspection should include a review of the MMP as applicable. The in-field land application inspection section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo, select *FE In-field Land Application Inspection* as the Compliance Evaluation Type and load the applicable checklist. In-field land application inspections should focus on fields that have sensitive features present.

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

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

## 7. INSPECTION DOCUMENTATION

### Required

Each compliance inspection must be documented. A Checklist must be used for all compliance inspections as applicable (MPR #3). The results of compliance and land application inspections are to be documented and communicated in writing or via email to the feedlot owner. For compliance inspections and desktop N & P record reviews results are to be communicated to the feedlot owner within 30 days of a compliance determination (MPR #6).

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

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

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

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

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

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

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

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

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

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

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

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

#### **Suggested**

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

- **Compliance Inspection** - aerial photos, maps, camera photos, notes (on non-compliance),

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

For all inspection types except Construction and Complaint:

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

For Construction and Complaint inspections:

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

#### HOW THE MINIMUM 7% INSPECTION RATE IS DETERMINED AND CALCULATED

1. A minimum of 7% of sites required to be registered must be inspected before any PCs are earned.
  - Only sites that received a Compliance, Construction, Desktop N&P, or In-field Land Application inspection can be used to satisfy the 7% minimum.
2. The following multipliers are used when using site inspections to satisfy the 7% minimum:
  - Sites that received a Compliance Inspection are counted as one (1.0) inspection.
  - Sites that received a Construction inspection are counted as one (1.0) inspection.
  - Sites that received a Desk-top Nitrogen & Phosphorus Record inspection are counted as one (1.0) inspection.
  - Sites that received an In-field Land Application inspection are counted as one half (0.5) of an inspection.

#### HOW PERFORMANCE CREDITS (PCs) ARE CALCULATED

3. Counties must meet or exceed 85% of the Minimum Program Requirements (MPRs) and the 7% minimum site inspection rate to be eligible to receive PCs.
4. At least half of the site inspections used to satisfy the 7% minimum need to be **Compliance** inspections. The remaining half can be a combination of inspection types including Compliance, Construction, Desktop Nitrogen & Phosphorus Record Inspection, or In-field Land Application.

5. PCs are not earned for inspections that satisfy the 7% minimum.
6. Inspections are applied to the 7% minimum in the following order:
  1. Compliance
  2. Construction
  3. Desktop Nitrogen & Phosphorus
  4. In-field Land Application
7. PCs are awarded for any inspection(s) not used to satisfy the 7% minimum based on the PC multipliers in the CFO Annual Report.

### EXAMPLES

A county has 100 feedlots required to be registered. A minimum 7% inspection rate means a minimum of seven (7) feedlot sites need to be inspected and at least three and a half (3.5) of these inspections need to be Compliance inspections.

1. If the county inspects eight feedlot sites (8 Compliance inspections), they would receive 3 PCs for the extra Compliance inspection.
2. If the county inspects eight feedlot sites (7 Compliance and 1 Construction), they would receive 2 PCs for the extra Construction inspection.
3. If the county inspects nine feedlot sites (3 Compliance and 6 Construction), they would receive 0 PC. Only three Compliance inspections were done and that is not at least half (3.5) of the required 7% (7).
4. If the county inspects 13 feedlot sites (4 Compliance, 2 Construction, 1 Desk-top Nitrogen & Phosphorus and 6 In-field Land Application), they would receive 6 PCs.
  - 4 Compliance, 2 Construction, and 1 Desktop N&P inspections satisfy the 7%.
  - What's left goes towards PCs: 6 In-field Land Application x 1 = 6 PCs.
5. If the county inspects 18 feedlot sites (8 Compliance, 2 Construction, 1 Desk-top Nitrogen & Phosphorus and 7 In-field Land Application), they would receive 17 PCs.
  - The first 7 Compliance inspections go towards the 7%.
  - What's left goes towards PCs: one Compliance x 3 = 3 + two Construction x 2 = 4 + one Desktop N&P x 3 = 3 + seven In-field Land Application x 1 = 7 for a total of 17 PCs (3 + 4 + 3 + 7).
6. If the county inspects 15 feedlot sites (4 Compliance, 1 Construction, and 10 In-field Land Application), they would receive 6 PCs.
  - Four Compliance, one Construction, and four In-field Land Application inspections go towards the 7% ( $4 + 1 + \{4 \times 0.5=2\} = 7$ ).
  - What's left goes towards PCs: six In-field Land Application x 1 = 6 PCs.

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

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

**Desktop Nitrogen & Phosphorus Record Review** (conducted independent of a compliance inspection) at a feedlot site  $\geq 300$  AU counts as one (1) inspection. Credit will be given only if there are records available and if those records are sufficient to meet the nitrogen record requirement first and then the phosphorus record requirement second. Therefore, looking at both nitrogen and phosphorus records during a desk-top nitrogen and phosphorus inspection counts as one (1) inspection.

**In-field Land Application Inspection** at a feedlot site that is required to be registered or at a feedlot site that receives manure from a site required to be registered counts as one half (0.5) an inspection.

In order for the in-field land application inspection to count towards the minimum 7% inspection rate, the feedlot that is the source of the manure should not be considered a large CAFO or operating under an NPDES or SDS permit.

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

If **at the time of inspection**, a site has a current (January 1, 2022 or later) locked registration with animal numbers that require registration (10 or more AU in shoreland or 50 or more AU outside of shoreland) and as a result of the inspection the registration information is updated to animal numbers that no longer require registration, the inspection shall count toward the 7% inspection rate.

## **8. INSPECTION STRATEGY**

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

### **Recommended Approach for Developing an Inspection Strategy**

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

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

## **9. BWSR ONE WATERSHED ONE PLAN (1W1P): <http://bwsr.state.mn.us/planning/1W1P/index.html>**

## APPENDIX B

### 2024 County Program Base Grant Award Feedlot Number

Delegated County	Feedlots Eligible for Funding	Part B. Base Grant Award	County Match Requirement	Part C. MPR Award	Total Award
Big Stone	49	\$6,385.48	\$6,385.48	\$2,718.03	\$9,103.51
Blue Earth	342	\$44,568.07	\$44,568.07	\$18,970.74	\$63,538.81
Brown	304	\$39,616.06	\$39,616.06	\$16,862.88	\$56,478.94
Carver	174	\$22,674.98	\$22,674.98	\$9,651.78	\$32,326.76
Clay	77	\$10,034.33	\$10,034.33	\$4,271.19	\$14,305.52
Cottonwood	170	\$22,153.72	\$22,153.72	\$9,429.90	\$31,583.62
Douglas	247	\$32,188.05	\$32,188.05	\$13,701.09	\$45,889.14
Faribault	266	\$34,664.06	\$34,664.06	\$14,755.02	\$49,419.08
Fillmore	568	\$74,019.49	\$74,019.49	\$31,506.96	\$105,526.45
Freeborn	225	\$29,321.10	\$29,321.10	\$12,480.75	\$41,801.85
Goodhue	428	\$55,775.25	\$55,775.25	\$23,741.16	\$79,516.41
Houston	295	\$38,443.22	\$38,443.22	\$16,363.65	\$54,806.87
Jackson	284	\$37,009.74	\$37,009.74	\$15,753.48	\$52,763.22
Kandiyohi	308	\$40,137.33	\$40,137.33	\$17,084.76	\$57,222.09
Kittson	15	\$7,500.00	\$7,500.00		\$7,500.00
Lac qui Parle	168	\$21,893.09	\$21,893.09	\$9,318.96	\$31,212.05
Lake of the Woods	20	\$7,500.00	\$7,500.00		\$7,500.00
Le Sueur	147	\$19,156.45	\$19,156.45	\$8,154.09	\$27,310.54
Lincoln	384	\$50,041.34	\$50,041.34	\$21,300.48	\$71,341.82
Lyon	286	\$37,270.38	\$37,270.38	\$15,864.42	\$53,134.80
Marshall	48	\$6,255.17	\$6,255.17	\$2,662.56	\$8,917.73
Martin	502	\$65,418.63	\$65,418.63	\$27,845.94	\$93,264.57
McLeod	233	\$30,363.63	\$30,363.63	\$12,924.51	\$43,288.14
Meeker	271	\$35,315.64	\$35,315.64	\$15,032.37	\$50,348.01
Morrison	531	\$69,197.80	\$69,197.80	\$29,454.57	\$98,652.37
Mower	291	\$37,921.96	\$37,921.96	\$16,141.77	\$54,063.73
Murray	435	\$56,687.46	\$56,687.46	\$24,129.45	\$80,816.91
Nicollet	281	\$36,618.80	\$36,618.80	\$15,587.07	\$52,205.87
Nobles	457	\$59,554.41	\$59,554.41	\$25,349.79	\$84,904.20
Norman	45	\$5,864.22	\$5,864.22	\$2,496.15	\$8,360.37
Pennington	32	\$7,500.00	\$7,500.00		\$7,500.00
Pipestone	420	\$54,732.72	\$54,732.72	\$23,297.40	\$78,030.12
Polk	47	\$6,124.85	\$6,124.85	\$2,607.09	\$8,731.94
Pope	119	\$15,507.60	\$15,507.60	\$6,600.93	\$22,108.53
Red Lake	31	\$7,500.00	\$7,500.00		\$7,500.00
Renville	271	\$35,315.64	\$35,315.64	\$15,032.37	\$50,348.01
Rice	221	\$28,799.84	\$28,799.84	\$12,258.87	\$41,058.71
Rock	539	\$70,240.32	\$70,240.32	\$29,898.33	\$100,138.65
Stearns	1370	\$178,532.92	\$178,532.92	\$75,993.90	\$254,526.82
Steele	191	\$24,890.36	\$24,890.36	\$10,594.77	\$35,485.13
Stevens	108	\$14,074.13	\$14,074.13	\$5,990.76	\$20,064.89
Swift	137	\$17,853.29	\$17,853.29	\$7,599.39	\$25,452.68
Todd	702	\$91,481.83	\$91,481.83	\$38,939.94	\$130,421.77
Traverse	35	\$7,500.00	\$7,500.00		\$7,500.00
Wadena	71	\$9,252.44	\$9,252.44	\$3,938.37	\$13,190.81
Waseca	232	\$30,233.31	\$30,233.31	\$12,869.04	\$43,102.35
Watsonwan	170	\$22,153.72	\$22,153.72	\$9,429.90	\$31,583.62
Winona	477	\$62,160.73	\$62,160.73	\$26,459.19	\$88,619.92
Wright	222	\$28,930.15	\$28,930.15	\$12,314.34	\$41,244.49
Yellow Medicine	223	\$29,060.47	\$29,060.47	\$12,369.81	\$41,430.28
<b>Total</b>	<b>13,469</b>	<b>\$1,775,394.18</b>	<b>\$1,775,394.18</b>	<b>\$739,747.92</b>	<b>\$2,515,142.10</b>

## APPENDIX C

### CFO referral of enforcement to MPCA



[www.pca.state.mn.us](http://www.pca.state.mn.us)

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

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

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

### Situations where referrals may be accepted:

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

### Requirements for the county before cases are referred:

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

### Requirements for the MPCA:

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

# Houston County Agenda Request Form

Date Submitted: 11/9/2023

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

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

**Issue:**

Board ratification for PH Doc maintenance and support agreement (2024 -2026). PH Doc is a case mgmt. system used in our Public Health Division. This is a part of larger contract between the Minnesota County Computer Cooperative (MNCCC), and Avenu Insights & Analytics LLC.. Houston County's portion is \$21,754.41 for 2024, and is included in the 2024 Budget.

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

Soft copy of agreement and ratification for for review, and hard copy of ratification form fo signature.

**Justification:**

**Action Requested:**

Approve ratification of agreement as presented, and have Chair sign.

## For County Use Only

<b>Reviewed by:</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.

## **PH-DOC MAINTENANCE AND SUPPORT AGREEMENT**

**Avenu Insights & Analytics, LLC**

**Minnesota Counties Computer Cooperative**

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This Public Health Documentation System ("PH-Doc") Maintenance and Support Agreement (this "Agreement") is made and jointly entered into by and between the Minnesota Counties Computer Cooperative ("MnCCC") by and through the MnCCC Board located at 100 Empire Drive Suite 201, St Paul, MN 55103 (hereinafter referred to as "Purchaser"), and Avenu Insights & Analytics, LLC located at 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 (hereinafter referred to as "Vendor").

WHEREAS, the Purchaser requires **Software Support** and services to be provided for PH – Doc and the members of the PH-Doc user group, as further described in Exhibit A.

WHEREAS, Vendor desires to and is capable of providing the necessary software/services/materials/goods/equipment as stated in Exhibit A, and

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

### **1. CONTRACT TERM/DURATION**

This Agreement shall be effective on January 1, 2024, and shall continue through December 31, 2026, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term"). This Agreement will automatically be extended for up to two additional one year periods (January 1, 2027, through December 31, 2027, and January 1, 2028 through December 31, 2028) unless either party delivers written notice to the other party of an intention not to renew at least one (1) year prior to the then current expiration of the Agreement.

### **2. VENDOR'S OBLIGATIONS**

General Description. Vendor shall provide maintenance and support for the Software as described in Exhibit A. Purchaser will pay Vendor in accordance with the service fees set forth in Exhibit B (User Group & Service Fees). Both Exhibit A and Exhibit B are attached to and incorporated into this Agreement.

- 3. Prices.** Vendor represents and warrants that any and all prices set forth in this Agreement and any and all prices in addition which Vendor may charge under the terms of this Agreement do not and will not violate any existing Federal, State or Municipal law or regulation concerning price discrimination, price fixing and/or any other illegal conduct. Vendor agrees to indemnify, exonerate, and hold Purchaser harmless from any such violation now and throughout the term of this Agreement. Prices quoted shall not be subject to increase, beyond the increases specifically identified in this Agreement, throughout the period of time covered by this Agreement unless specifically agreed to by the parties in writing.

**3.1** For the contract year, January 1, 2024 amount will be \$1,017, 236.00.

- 3.2 CPI. Beginning January 1, 2025, the annual increase for each calendar year will be established by the following formula:  
CPI-U is the Consumer Price Index for All Urban Consumers published monthly by the United States Bureau of Labor Statistics (BLS). The "Inflation Amount" for purposes of this Agreement will be the "Percent change from previous, Annual avg." for the last full calendar year published by the BLS as of June 1 of the year immediately preceding the applicable calendar year as set forth in the monthly CPI Detailed Report under Table 24, Historical Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items. The annual increase for each calendar year will be the Inflation Amount+ 1% (the "Adjustment Percentage"), not to exceed 6%.  
Examples: To set the Inflation Amount for 2020, the "Percent change from previous, Annual avg." published as of June 1, 2019, for the full year of 2018, will be used. The Adjustment Percentage for 2020 will be the Inflation Amount+ 1 %. To set the Inflation Amount for 2021, the "Percent change from previous, Annual avg." published as of June 1, 2020, for the full year of 2019, will be used. The Adjustment Percentage for 2021 will be the Inflation Amount+ 1 %, not to exceed 6%.  
**Each year, the Adjustment Percentage will be set during the CHS user group annual meeting held in June, six (6) months prior to the beginning of the next calendar year.**

If the Inflation Amount in 2024 or beyond is less than -1 % or greater than 5%, Vendor and Purchaser will mutually agree in writing upon an equitable Adjustment Percentage prior to the **CHS user group meeting in June** where the Adjustment Percentage is set for the following year. If Vendor and Purchaser cannot agree on an Adjustment Percentage prior to the June CHS meeting, the Adjustment Percentage will be the Inflation Amount+ 1 %, not to exceed 6%.

#### 4.

- 4.1 Implementation. Vendor shall complete the requirements of this Agreement in accordance with the Statement of Work (hereinafter referred to as Exhibit A).
- 4.2 Conformance to Specifications. Vendor shall perform its obligations under this Agreement so as to meet or exceed the standards and specifications set out in Exhibit A.
- 4.3 Timeliness.
- a. Time is of the essence, and the failure of Vendor to deliver the specified goods, services and/or other deliverable or work product in accordance with Exhibit A shall constitute a material breach of this Agreement, which shall entitle Purchaser to terminate this Agreement by delivery of written notice to Vendor; provided, however, Vendor will have a period of not less than thirty (30) days from receipt of notice of material breach to cure the breach before Purchaser may terminate this Agreement.
  - b. It is understood and acknowledged by the parties to this Agreement that in the course of this project Exhibit A may be amended from time to time, upon consultation and written agreement of the parties. Notwithstanding this, it is understood that time is of the essence with regard to the Vendor's performance of obligations under this Agreement and the Vendor is expected to diligently proceed with completion of all such obligations in

accordance with the then-current Exhibit A.

- c. Vendor expressly agrees that extension of time will not be granted for delays caused by Vendor or Vendor's staff, such as equipment breakdown, inadequate or insufficient staff, failure of Vendor to place orders for equipment or materials or permits or licenses sufficiently in advance to insure delivery when needed, or other causes reasonably within Vendor's control. Vendor further agrees that it will not be allowed extra compensation for costs incurred by it because of accelerated operations to maintain Exhibit A. Vendor agrees that the prices named in this Agreement include allowance for all hindrances and delays from any cause during the performance of the work.

#### 4.4 Reports/Evaluations

- a. In order to assist Purchaser in its obligation to evaluate and monitor Vendor's performance, Vendor shall allow personnel of Purchaser access to the work site.
- b. Vendor shall maintain and upon request furnish Purchaser with program and financial information, including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services.
- c. Vendor shall, upon reasonable notice, meet with Purchaser's personnel to assist Purchaser in evaluation of services and performance under this Agreement.

4.5 Vendor's Personnel. Vendor shall provide Purchaser with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by Purchaser to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.

4.6 Vendor shall comply with the Minnesota Government Data Practices Act (Mn. Stats. Chapter 13), and all other federal, Minnesota and local laws and ordinances and regulations applicable to its obligations under this Agreement.

#### 4.7 Indemnification.

- a. Any and all claims that arise or may arise against Vendor, its agents, servants or employees as a consequence of any act or omission on the part of Vendor or its agents, servants, or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of Purchaser (MnCCC) or its participating members. Vendor shall indemnify, hold harmless and defend Purchaser and its members, and their respective agents, officers, employees and other representatives against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which Purchaser, its agents, officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of

any negligent act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Agreement.

- b. Vendor warrants and represents that any data or programs provided to MnCCC shall be original, copyrightable works of authorship created by Vendor and its employees, and shall be free, at the time of shipment, of any computer virus, malware or other disabling code. "Virus and malware" shall be defined as any harmful or hidden programs or data incorporated therein with malicious or mischievous intent (the "Virus"). Vendor shall indemnify and hold MnCCC harmless from all losses, damages, judgments, settlements, attorney's fees, costs and expenses incurred by MnCCC as a result of any conflicting ownership claims and/or resulting from any Virus introduced by Vendor, and shall indemnify MnCCC for the resultant cost of: (i) curtailing the spread of said Virus; (ii) correction of all affected system(s) used for the benefit of MnCCC (and temporary replacement of those affected system(s) which can be corrected during period of correction). In addition, Vendor shall, at its option, immediately replace all system(s) which cannot be corrected or cured within a reasonable period of time or shall immediately reestablish the affected system(s) to be functionally equivalent to that which existed prior to the introduction of the Virus.

- 4.8 Designated Representative. Vendor designates Mary Thompson as Vendor's representative with respect to this Agreement, such person(s) shall have complete authority to transmit instructions, receive information, interpret and define the Vendor's policies and decisions with respect to services covered by this Agreement.
- 4.9 Vendor shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the Purchaser. Any assignment may be made subject to such conditions and provisions as the Purchaser may impose. If specifically authorized by the Purchaser, Vendor is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425. Vendor shall be responsible for prompt payment to all subcontractors, within thirty (30) days.
- 4.10 Insurance Vendor shall furnish Purchaser an original standard ACORD form type certificate of insurance for any type of insurance required to be carried by Vendor under this Agreement, or required in order to comply with any State or federal law or regulation applicable to this Agreement before work commences. Insurance must be authorized to do business in the State of Minnesota. The certificate of coverage must be provided to Purchaser within thirty (30) days after the Effective Date or prior to commencement of any work covered by that insurance under this Agreement, whichever occurs first. Vendor shall provide at least ten (10) business day's prior written notice to Purchaser of any pending or proposed cancellation and shall include Purchaser and User Group members as additional insureds for claims caused by the negligent acts or omissions of Vendor in relation to commercial general liability and business automobile liability, which may be met through a blanket additional insured basis. Purchaser shall have the right to terminate this Agreement with notice and pursue available legal remedies if Vendor does not provide the required ACORD certificates, or is otherwise not in compliance with the insurance requirements in this Section, Vendor shall require its agents and subcontractors to also carry and maintain the insurance required under this Section.

Specifically, unless otherwise required by law or regulation, Vendor shall maintain

and furnish satisfactory evidence of the following insurance coverage, standards, and rights:

- (a) **Workers' Compensation Insurance:** Vendor will provide Workers' Compensation insurance for all Vendor employees and, in case any work is subcontracted, Vendor will require each subcontractor to provide any applicable required Workers Compensation insurance in accordance with the statutory requirements of the state of Minnesota. Employer's Liability Coverage minimum limits shall be in each case, the greater of the minimum coverage requirements of Minnesota law, or any of the following:
  - a. Bodily Injury by Accident: \$500,000 each accident.
  - b. Bodily Injury by Disease: \$500,000 each employee.
  - c. Bodily Injury by Disease: \$500,000 policy limit.

(b) **Commercial General Liability:** Vendor will maintain insurance protecting Vendor and Purchaser from claims for damages for bodily injury, including death, as well as from claims for property damage including loss of use which may arise from operations under this Agreement, by Vendor employees providing services under this Agreement. Unless otherwise specified within this Agreement, the Vendor insurance minimum amounts will be \$1,500,000 per occurrence and \$3,000,000 general aggregate - combined single limit. In addition, the coverage for bodily injury and property damage, products and completed operations liability, blanket contractual liability, and personal and advertising injury should be included,

(c) **Commercial Automobile Liability:** If any business vehicles are used by Vendor for business purposes during this Agreement, Vendor will maintain business automobile liability insurance, Unless otherwise specified within this Agreement, the minimum insurance coverage amount for Commercial Automobile Liability will be one million and five hundred thousand dollars ( \$1,500,000) per accident or occurrence combined single limit for bodily injury and property damage, In addition, the coverage for owned, hired, and non-owned vehicles should be included.

(d) **Professional Errors and Omissions Liability Insurance:** Unless otherwise specified within this Agreement, Vendor insurance minimum limits will be as \$2,000,000 per claim and \$4,000,000 annual aggregate. This coverage shall include loss, due to the negligent acts, errors, or omissions of Vendor in providing the Services.

(e) Vendor must include legal defense within the liability policy limits; and shall obtain insurance policies from an insurance company having an "AM BEST" rating of A-VIII or better,

4. 11 **INDEPENDENT PARTIES,** This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or other business organization of any kind. Vendor and Purchaser are independent parties and neither shall act as an agent for or partner of the other party for any purpose, and the employees and agents of the independent parties shall not be deemed the employees or agents of the other. Each party shall be solely responsible for its own debts and payment of all compensation owed to its employees, including payment of any taxes related to employment and workers' compensation insurance. Each party shall be solely responsible for payments to any lower-tier subcontractors, consultants, or other persons providing goods or services to that party. Each party shall be responsible for its own federal, state, and local income, sales, use, and other taxes, Nothing in this Agreement shall give either party any right to make commitments of any kind for or on behalf of the other without the prior written consent of the other party. Purchaser and Vendor explicitly understand and agree that the members of the User Group are not parties to this Agreement, but that the members of the User Group are the intended recipients and third-party beneficiaries of the Services.

## **5. PURCHASER'S OBLIGATIONS**

- 5.1 Purchaser shall provide full information as to requirements for the project.
- 5.2 Purchaser shall assist the Vendor by placing at its disposal all available written public data pertinent to the project, including existing reports and other public data affecting the project.
- 5.3 Purchaser shall guarantee access to the project site and make all provisions for the Vendor to enter upon public property as required by the Vendor to perform the services under this Agreement.
- 5.4 Purchaser shall give prompt written notice to the Vendor whenever the Purchaser observes or otherwise becomes aware of any defect in the project.
- 5.5 Purchaser shall act promptly on all studies, reports, proposals and other documents presented by the Vendor for approval and authorization.
- 5.6 Any liability of Purchaser or its participating members shall be governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws. Nothing in this Agreement shall constitute a waiver by Purchaser of any immunities, limitations, exclusions, defenses, statute of limitations or exceptions on liability.
- 5.7 Designated Representative. Purchaser designates MnCCC Executive Director, as Purchaser's initial representative with respect to the Vendor's services to be performed under this Agreement; such person shall have complete authority to transmit instructions, receive information, interpret and define the Purchaser's policies and decisions with respect to products and services covered by this Agreement. Purchaser's representative shall be free at any time to appoint a successor and/or to delegate certain duties or responsibilities hereunder, by providing Vendor with written notice thereof.
- 5.8 Purchaser agrees to arrange for, coordinate, and assist authorized Vendor personnel (and third parties authorized by Vendor) access to Purchaser and User Group member physical facilities (including data processing facilities) and data communications infrastructure, as well as Purchaser and User Group member information, data, and other resources that are necessary or reasonably appropriate to permit Vendor to perform the Services. Access to resources shall include Purchaser and User Group member professional personnel, administrative personnel, and other employees at reasonable times and hours. The Purchaser, upon request by the Vendor, will attempt to resolve any access issues.
- 5.9 Purchaser agree to consider and evaluate network and operating system environment updates to the current version reasonably recommended by the Vendor for provision of the Services. Vendor may provide recommendations to Purchaser regarding upgrading network and operating system environments; however any upgrade to the network or operating system environments will be determined by Purchaser. Proposed upgrades to the network and operating systems environments will be determined by Purchaser in its sole discretion and no decision will adversely impact Agreement pricing and/or the scope of services to be provided.
- 5.10 Purchaser agrees to cooperate with Vendor as more specifically set forth in Exhibit A as required or reasonably necessary for Vendor to perform the Services. The parties understand and agree that the failure of Vendor to perform the Services with respect to any member of the user group that is

caused, in whole or in part, by the inability of Vendor to gain access to the facilities, personnel, or data of a User Group member (as required under this section or Exhibit A) shall not be deemed to be a default under Section 4 of this agreement

- 5.11 Each party shall designate a Project Manager who will have the lead responsibility for coordinating the Services, including communication with the other and other activities as more specifically set forth in Exhibit A.

## **6. CONFLICTING TERMS**

- 6.1 If there is any conflict between this Agreement and Exhibit A, this Agreement shall govern.
- 6.2 Vendor shall promptly notify Purchaser of any discrepancy between this Agreement and Exhibit A, and any conditions at the site, or any errors, or omissions, or instructions, which may be discovered in the course of the work. Purchaser will make a determination in writing whether any error or discrepancy exists, and shall advise Vendor whether any such proposed adjustment or work is included in the Services provided hereunder or is provided at the Vendor's own risk and expense.

## **7. WARRANTIES/GUARANTEES**

Vendor warrants that the Services will be performed by Vendor in a lawful (including compliance with all applicable federal and Minnesota statutes and regulations), professional, and workmanlike manner, using personnel generally deemed acceptable in the information technology industry to perform the Services that those Vendor personnel are assigned to perform. Purchaser may request that Vendor remove and replace any Vendor personnel providing Services if, in the reasonable opinion of Purchaser with reasons provided to Vendor, those Vendor personnel do not possess the skills and experience necessary to provide that portion of the Services in which those personnel are engaged or are otherwise unsuitable. If, after discussion with Vendor and an opportunity for remediation (except in extreme circumstances), Purchaser determines that the Vendor personnel should be replaced, Vendor will promptly replace the affected personnel at no cost to Purchaser.

**EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES NOT INCORPORATED INTO THIS AGREEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IMPOSED BY LAW OR WHICH COULD OTHERWISE ARISE IN CONNECTION WITH PERFORMANCE BY VENDOR UNDER THIS AGREEMENT.**

## **8. PAYMENT**

- 8.1 Compensation. Purchaser shall pay for Software Programs and Annual Service Agreements at the rates specified Exhibit B.
- 8.2 Invoices for System Maintenance and Support Services. Vendor will issue invoices to Purchaser in advance for the following calendar quarter in connection with support and maintenance services. Each invoice will be issued during the first week of the month immediately prior to the beginning of each quarterly period (December for the first quarter, March for the second quarter, June for the third quarter, and September for the fourth quarter), and will set forth the quarterly fee for all maintenance and support charges.

- 8.3 Invoices for Change Request Services. Vendor shall, within fifteen (15) working days following the last day of each month that additional services were provided, submit an invoice and request for payment on an invoice form acceptable to Purchaser. Vendor shall, within fifteen (15) working days following the acceptance of any milestone deliverables, submit an invoice and request for payment on an invoice form acceptable to Purchaser.
- The invoice shall itemize the following:
- 1) the hours of services or Software Programs rendered, listed by classification;
  - 2) the date such services were provided;
  - 3) a general description of the Products or Services provided;
  - 4) the name of client receiving services;
  - 5) the amount and type of all reimbursable expenses being charged; and
  - 6) the dates of the performance period covered by the invoice.
- 8.4 Time of Payment. Purchaser shall, after acceptance, make payment to Vendor within thirty (30) days from the dates specified in Exhibit B. If the invoice is incorrect, or there is an issue with acceptance, defects, or some item is otherwise improper, Purchaser will notify Vendor within ten (10) days of receipt and/or testing. Purchaser shall in such case, make payment within thirty (30) days of correction and receipt of the corrected invoice from Vendor.
- 8.5 Right to Withhold Payment. Purchaser may withhold payment of the whole or part of any amount due to or claimed by the Vendor to such extent as may be necessary to protect Purchaser from loss on account of:
- a. defective work not remedied or guarantees not met;
  - b. failure of Vendor to complete any part of its work in accordance with any identified Milestone(s), binding agreement and/or completion schedules established in or made a part of this Agreement;
  - c. claims filed or reasonable evidence indicating probable filing of claims; and/or
  - d. damage to another Vendor.
- In the event Purchaser withholds payment, then no interest or other penalty shall accrue against Purchaser for non-payment of disputed claims.
- 8.6 Required System Revisions. Any required system development, revision or conversion effort will be performed in accordance with predetermined, pre-approved in writing and uniformly applied work plans. In the event Vendor is notified of specific deficiencies, which prevent acceptance of work completed, required changes will be determined in accordance with the following guidelines:
- Purchaser shall bear all costs of modifications necessitated by Purchaser's revision of system requirements, as requested by Purchaser in writing, but only to the extent such costs represent additional Vendor effort, as approved by User Group.
- 8.7 Unauthorized Claims. Purchaser shall not pay any claim which is not specifically authorized by this Agreement. Payment of a claim shall not preclude Purchaser from questioning the propriety of the claim. Purchaser reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
- 8.8 Payment Upon Early Termination. In the event this Agreement is terminated before the completion of services, Purchaser shall pay Vendor for services provided in a

satisfactory manner, a sum based upon the actual time spent on a prorated basis, less any credits or offsets for damages attributable to Vendor's performance and/or its failure to perform as agreed.

#### **9. PAYMENT LIMITATION DUE TO NON-APPROPRIATION OF FUNDS**

Non-appropriation. Notwithstanding any provision to the contrary, this Agreement may be immediately terminated by either party in the event sufficient funds from MnCCC, State, or Federal sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement, and the non-appropriation of funds did not result from any act of bad faith on the part of Purchaser (MnCCC). In the event of such termination, Vendor shall be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed.

#### **10. CONTRACT ASSIGNMENT**

Vendor shall not assign nor transfer or delegate any right or obligation under this Agreement without the prior written consent of Purchaser.

#### **11. INDEPENDENT VENDOR STATUS**

At all times and for all purposes hereunder, Vendor shall be an independent contractor and is not an employee of Purchaser (MnCCC) for any purpose. No statement contained in this Agreement shall be construed so as to find Vendor, its assigns, employees, or servants, to be an employee of Purchaser, and they shall not be entitled to any of the rights, privileges, or benefits of employees of Purchaser, including, but not limited to, wages, benefits, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims, which shall all be the sole liability of Vendor.

#### **12. OWNERSHIP, PROPRIETARY CONSIDERATIONS AND DATA SECURITY**

Vendor agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all Purchaser/Vendor documentation as would conform with actual Agreement language for this project pertaining to the system design to avoid pirating or any other unauthorized misuse of Purchaser's confidential information and subsequent software license disputes. Purchaser shall solely own any data, databases, custom Software Programs, interfaces or other deliverables as work product developed under this Agreement, and Vendor hereby irrevocably assigns and conveys full title therein to Purchaser and its successors and assigns.

12.1 Except for Vendor's internal work papers, Purchaser and Vendor agree that all materials and information developed under this Agreement shall become the sole property of Purchaser.

12.2 Any materials and information not developed under this Agreement, which Vendor considers to be proprietary and confidential, shall be plainly and prominently marked by Vendor as "Trade Secret", "Proprietary", or "Confidential", and shall not be utilized or incorporated into any Software, work product or other deliverable hereunder, except with Purchaser's prior written consent, and provision to Purchaser of a perpetual paid-up, royalty free, transferable, sublicensable, and unrestricted license to use such materials and information in connection with the Software or other deliverables and work product of Purchaser to be developed hereunder.

12.3 Purchaser will use reasonable means to ensure that Vendor's confidential information is safeguarded and held in confidence. Purchaser agrees not to reproduce or distribute Vendor's proprietary material to non-Purchaser agencies

without prior written permission from Vendor and/or as part of licensed use as provided in Section 12.2 above. Purchaser's obligation pursuant to this Article shall not apply to any material, data or information not plainly and prominently marked with the restrictive legends as set forth in subsection b, above.

- 12.4 Vendor agrees to protect the security of and to keep confidential all data received or produced under the provisions of this Agreement, and shall not disclose them without the prior written consent of Purchaser. Vendor further agrees to follow all applicable state and federal laws, rules and policies.
- 12.5 Vendor shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in computer systems of Purchaser's licensed users, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by Purchaser, without express written authorization of Purchaser. The provisions 10.4, 10.5, and 10.6, shall survive the expiration or other termination of this Agreement.

### **13. PROGRAM LEVEL DOCUMENTATION & SOURCE CODE PROTECTION**

Vendor acknowledges and agrees that program level documentation, including source code is required to support Vendor's application software developed pursuant to this Agreement, and that Purchaser needs to be insured the on-going ability to access and maintain the application programs. Accordingly, Vendor shall provide the Purchaser with a copy of a current version of the proposed system source code upon Purchaser's acceptance of each deliverable as specified in Exhibit A, and otherwise within twenty (20) business days of Purchaser's written request.

### **14. CHANGE ORDERS**

Without invalidating this Agreement, Purchaser may order changes in the work, including additions, modifications, or deletions. Price and time will be adjusted accordingly as the parties may agree. All such changes in the work shall be in writing and signed by the Vendor and Purchaser and attached to the Agreement. The Vendor must not provide work that is not specified in the Agreement without first obtaining a signed change order.

### **15. TERMINATION OF AGREEMENT**

- 15.1 Termination for Insolvency. Purchaser may, upon service of Notice of Termination on Vendor, terminate this Agreement immediately in the event of the insolvency of Vendor. Vendor shall be deemed to be insolvent if:
  - 1) Vendor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition for bankruptcy has been filed, and whether or not insolvent within the meaning of the Federal Bankruptcy Law; or
  - 2) a voluntary petition to have Vendor declared bankrupt has been filed; or
  - 3) a Receiver or Trustee for Vendor has been appointed; or
  - 4) Vendor has executed a general assignment for the benefit of creditors.
- 15.2 Termination for Nonperformance. Purchaser may terminate all or any part of this Agreement following service of written Notice of Termination on Vendor for nonperformance of this Agreement under the following circumstances:

Vendor fails to perform any of the provisions of this Agreement; or

Vendor fails to perform installation of the software or equipment or fails to perform services under this Agreement within the time specified in this Agreement (or as specified in any authorized extension thereof); or

Vendor so fails to make progress as to endanger performance of this Agreement in accordance with this Agreement's terms.

Before Purchaser can terminate this Agreement for nonperformance, Purchaser must provide Vendor an opportunity to cure such failure(s) within a period of thirty (30) days (or such longer period as Purchaser may authorize in writing) after receipt of Notice of Termination from Purchaser.

## **16. PROCEDURE UPON TERMINATION**

After Vendor receives a Notice of Termination, except as otherwise directed by Purchaser, Vendor shall:

- 1) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination; and
- 2) Reconfirm and document the transfer of title, and deliver to Purchaser all completed work and work in process; and
- 3) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- 4) Vendor shall submit to Purchaser, in the form and with any certifications as may be prescribed by Purchaser, its proposed final invoice. Such invoice shall be submitted promptly, but in no event later than three (3) months from the date of termination specified in the Notice of Termination. Said final invoice is subject to provisions 6 and 7 of this Agreement.
- 5) In the event Vendor fails to submit its final invoice, Purchaser may determine, based upon the information available to Purchaser, the amount, if any, due to Vendor and such determination shall be final.
- 6) Vendor shall provide Purchaser with current copy of all software and source code upon termination. After data is provided, Vendor shall be required to delete all Purchaser proprietary data, including software source code, and documents.

## **17. REMEDIES**

In the event Purchaser terminates this Agreement in whole or in part due to Vendor's failure to perform, insolvency or breach, Purchaser may (following any agreed upon period of time for Vendor to cure) procure, upon such terms and in such manner as Purchaser may deem appropriate, products and/or services similar to those so terminated, and Vendor shall be liable to Purchaser for any excess costs for such similar goods or services. Vendor shall continue the performance of this Agreement of and to the extent not terminated. If this contract is terminated for Default for Nonperformance, the Vendor will provide Purchaser will all source code developed prior to default.

The rights and remedies of Purchaser provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Failure or neglect of the Purchaser to require compliance with any term or condition of this

Agreement shall not be deemed a waiver of such term or condition.

#### **18. GOVERNING LAW; JURISDICTION AND VENUE**

This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Minnesota, without giving effect to the privileges of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota, County of Ramsey, and Vendor hereby irrevocably submits for the jurisdiction and venue of such courts.

#### **19. DOCUMENTS**

It is specifically agreed to by and between the parties that this Agreement also includes the following document incorporated by reference herein:

**Exhibit A (Statement of Work)**

**Exhibit B (User Group & Service Fees)**

#### **20. NOTICES**

All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been given if made by hand delivery with signed receipt, or when mailed by first class registered or certified mail, postage prepaid, addressed to Purchaser and Vendor at their respective addresses designated below.

MnCCC  
100 Empire Drive Suite 201  
St. Paul, MN 55103

Avenu Insights & Analytics, LLC  
5860 Trinity Parkway, Suite 120  
Centreville, VA 20120

#### **21. FORCE MAJEURE.**

Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent that failure is caused, directly or indirectly, without fault by the party, by fire, flood, earthquake, extreme weather, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes, or other governmental action; or any other cause beyond the reasonable control of the non-performing party. Any event meeting one or more of these criteria is referred to in this Agreement as a "force majeure event."

Upon the occurrence of a force majeure event, the non-performing party will be excused from any further performance or observance of the affected obligation(s) for as long as the force majeure circumstances prevail and that party continues to attempt to recommence performance to the extent possible without delay. Any party delayed in performance by a force majeure event will immediately notify the other party by telephone or other means (to be confirmed in writing within five (5) business days after initial notification) and describe in reasonable detail the circumstances causing the delay. Any force majeure event asserted by a non-performing party that remains in effect for more than thirty (30) days may require the parties to equitably modify Exhibit A to account for any delay caused by a force majeure event. Either party may terminate this Agreement without penalty in the event that the other party's performance is delayed for sixty (60) days or more by a force majeure event.

## **22. LIMITATION OF LIABILITY.**

Except for liability related to infringement of intellectual property rights, MGDPA, or other violations of applicable federal or Minnesota law, or liability for tort claims resulting in bodily injury or real or tangible personal property damage, or for any claims based on gross negligence or any reckless or willful act or omission as adjudged by a court of competent jurisdiction, **NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY ANTICIPATORY OR LOST PROFIT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND (COLLECTIVELY "NON-DIRECT DAMAGES") RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE NON-DIRECT DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE; OR EVEN IF UNDER APPLICABLE LAW THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES.**

**IN ADDITION, THE TOTAL CUMULATIVE, AGGREGATE LIABILITY OF VENDOR TO PURCHASER FOR ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION, EXPENSES OF ACTION, AND LIABILITIES OF ANY KIND, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED DOUBLE THE AMOUNT OF THE MOST RECENT ANNUAL FEE FOR SERVICES RECEIVED BY VENDOR UNDER THIS AGREEMENT. IN ADDITION, THE TOTAL CUMULATIVE, AGGREGATE LIABILITY OF PURCHASER TO VENDOR FOR ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION, EXPENSES OF ACTION, AND LIABILITIES OF ANY KIND, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT PAID TO (OR INVOICED AND UNPAID) TO VENDOR FOR PRODUCTS OR SERVICES PROVIDED TO AND ACCEPTED BY PURCHASER UNDER THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the agreements and covenants contained in this Agreement, Purchaser by resolution of its Board has caused this Agreement to be signed in duplicate and/or counterpart originals, all of which when taken together shall constitute a single original agreement, by the Chair of said Board as of the 25 day of October, 2023, and as executed and agreed by Vendor, each warranting that they are empowered and authorized to execute the same.

**Avenu Insights & Analytics, LLC**

By:   
James Barkman (Oct 30, 2023 08:05 EDT)

Name: James Barkman

Title: Chief Financial Officer

Date: 10/30/2023

**Minnesota Counties Computer Cooperative**

By: Kathy Jenson  
Kathy Jenson (Oct 27, 2023 10:24 CDT)

Name: Kathy Jenson

Title: MnCCC Board Chair

Date: October 27, 2023

**Minnesota Counties Computer Cooperative**

By: Jody Lien  
Jody Lien (Oct 27, 2023 10:26 CDT)

Name: Jody Lien

Title: CHS User Group Chair

Date: 10/27/2023

**Minnesota Counties Computer Cooperative**

By: Lisa C. Meredith  
Lisa C. Meredith (Oct 27, 2023 13:39 CDT)

Name: Lisa C. Meredith

Title: Executive Director

Date: 10/27/2023

## Exhibit A

### Statement of Work

#### 1. Services and System Components Supported

- A. Under this Agreement, Avenu will provide the Services described in this Schedule A to the MnCCC and the members of the CHS User Group.
- B. As part of Maintenance, Avenu shall support and maintain the following parts of the System:
  - a) Dailies — time management/reporting system
  - b) Electronic chart records for the following:
    - Individuals — documents services provided to clients
    - Employees — documents immunizations, certifications, reviews
    - Organizations — documents inspections, investigations, licensing
    - Community Events — documents planning, education, health fairs, clinics, outbreaks.
  - c) Referrals In/Out Processing
  - d) Medicare processing including Outcome and Assessment Information Set ("OASIS") assessments.
  - e) Orders Processing
  - f) Medications including interfaces with RxTerms (a drug interface terminology derived from RxNorm code system from the National Library of Medicine) and PEPID (a Medical Information Resources company) for medication reconciliation and drug interactions
  - g) Allergy reconciliation based on most common products based on the RxNorm code system
  - h) Payroll Processing
    - a. Electronic timecard functionality which includes timecard verification, expense
    - b. authorization and file export to CGI Payroll System
  - i) Immunizations
    - a. Inventory
    - b. Immunization Reporting
  - j) Environmental Health Processing
    - for the assessment, licensing, and tracking establishments in core PH-Doc
    - license billing
    - Environmental Health Inspection web application
  - k) Reporting for federal, state mandated, managerial, and outcomes including
    - a. sql builder for custom queries
    - b. Population groups for identifying groups of clients, employees, organizations, and community events for outcome reporting

- c. Chart audit trails for users showing charts accessed and audit logging for chart changes
- l) Supervisor Review screen
  - a. Monitor Employees To Do list
  - b. FHV case Management
  - c. Employee Tasks
- m) My Programs for monitoring programs specific to employee
- n) Master code tables — statistical, documentation, immunizations, and copy phrases including:
  - a. Customizable pathways with optional Omaha System Problem methodology
  - b. Customizable HTML forms with required and skip logic
- o) Letters/Forms using a rich text control to merge chart components into a MS Word document
- p) Family Home Visiting case screens
- q) Home page with dashboard reporting capability
- r) Health Insurance Portability and Accountability Act ("HIPAA") consent screens for Release of Information ("ROI") and Minnesota Release of Authorization ("MRA")
- s) Lab/Test Results
- t) ICD Code Deliver/Updates
- u) System code tables configured to define the agency with mapping to structured codes needed for Health Information Exchange ("HIE"), including the following:
  - Mapping - Logical Observation Identifiers Names and Codes ("LOINC"),
  - Systematized Nomenclature of Medicine Clinical Terms ("SNOMED CT") and HL7
  - Sending HL7 Admit Discharge Transfer ("ADT") messages to Clinical Data Repository (CDR) Sending HL7 Observation Results ("ORU") messages (vital signs, smoking status, pain scale, MRA consent, Quality of Life form responses) to Clinical Data Repository (CDR)
  - Sending HL7 Pharmacy dispensing information ("RDS") message (Medication lists to Clinical Data Repository (CDR)
  - Transitions of Care ("TOC"), Information sent to public health agency when patient is admitted or discharged from provider. Patient Correlation done from the Patient List (PNP list)
- v) The following interfaces:
  - Requests for external documents from HIE partners
  - Availability of Health Level Seven International ("HL7") Clinical Document Architecture ("CDA") documents for viewing as HTML, XML or PDF, Parsed documents can be viewed across documents and across organizations,
  - Import Spreadsheet capability to import spreadsheets from Health Plan or any excel spreadsheet to add/update client records and chart information.

- Template for Birth records from the Minnesota Department of Health Vital Statistics
- Send FHV payloads to Minnesota Department of Health (“MDH”)
- Send visit data to Nurse Family Partnership to NSO repository
- Send Blood lead test results to MDH
- Send Immunizations to with interface to Minnesota Immunization Information Connection (“MIIC”)
- iNovah Cash Receipts
- Acuity Scheduling
- MN Encounter Alert Service
- Social Services Information System (“SSIS”) monitoring for Authorizations and Intakes
- w) Accounts Receivable system
  - a. HIPAA 5010 compliant claiming for 837I and 837P
  - b. General billing
  - c. Clinical template billing
  - d. Register and Bill from Social Services Information System (“SSIS”) Timecard
  - e. Payment and Adjustment processing
  - f. Electronic remittances processing
  - g. Service and Billing Reporting
- x) Direct Mail Processing
- y) Agency alerts
- z) Ability to save files to database chart attachments folder
- aa) Tasks
- bb) Inventory tracking for supplies
- cc) Purge Client Processes based on Retention rules
- dd) Client Visits module (which allows staff to take laptops into the field), including a download / upload synchronization log
- ee) Scheduling module used to schedule staff with clients from assignment sheets, including the following:
  - Production of a weekly schedule
  - Produces progress reports
  - Allows for time entry
- ff) Security module, including the following:
  - Program Security groups control access for employees in the System
  - Data Security groups to control areas of the chart
- gg) System supports Active Directory sign in
- hh) Report queue that allows the ability to schedule processes and reports
- ii) PH-Doc IIS services to support webservices

## **2. Items Not Included in Services**

The Services do not include any of the following:

- a) Installation of the System, operating software, utilities, or other software applications on hosting hardware. Avenu may provide installation recommendations and services on a time and materials basis, upon request.
- b) Any work that would require a Change Request, as defined in this Schedule A.
- c) Support for computer hardware, computer operating systems, or computer operations, including (but not limited to) the following:
  - Personal Computer (PC) Hardware and Operating Systems; and Third-Party Hardware and Software (i.e. Microsoft Windows 10 and SQL Server; Novell; FTP; SQL Anywhere).
  - Peripherals (i.e. printers, scanners, and other peripherals.)
  - Microsoft Windows Server
  - Microsoft Windows Internet Information Services ("IIS") for distributions and help text
  - Microsoft SQL Servers
  - Network and Telecommunications Hardware and Software.
  - PC Software Products such as spreadsheets, word processing, report writing, etc.
  - Upgrades for 3rd party tools including Active X, eDraw, and PepID, Acuity Scheduling software, Inpriva, PowerBuilder Ultimate Suites
  - Actual exchanges of data (operations/communications)
  - Individual client data manipulation, security, sizing, configuration, backup and recovery, memory management, or database management.

### **3. Hardware and Operating Software**

- a) Support for the System includes support of the System in the Windows.net environment with database compatibility with SQL Server 2019 and Server 2022.
  - Acquire and install all future Windows operating system version/release levels and appropriate service packs and hot fixes on a schedule that is agreed upon by Avenu and MnCCC. Avenu will only support the Windows operating system versions and release levels that are supported by Microsoft.
- a) The Windows operating systems supported under this Agreement are Windows 10 and Windows 11. Support for any new Windows operating system will be contingent upon agreement between Avenu and MnCCC and a written amendment to this Schedule A.
- b) MnCCC will continue to acquire and pay the cost of the each of the following, as required to maintain the Services for the listed appliances:
  - PEPID annual subscription and maintenance renewal
  - Altova MapForce annual subscription and maintenance renewal.

- c) Services are explicitly conditioned on up-to-date MS Word software. User Group members will acquire and install all future Microsoft Office Word version/release levels and appropriate service packs and hot fixes on a schedule that is agreed upon by Avenu and MnCCC. Support for any new version of Microsoft Office products will be contingent upon agreement between Avenu and MnCCC and a written amendment to this Schedule A.

#### **4. Maintenance — Technical Hours**

The Services include up to one thousand five hundred (1500) hours per year for the following:

- a) System analysis, programming, program testing, and user instructions ("Technical Hours").
- b) Program changes and enhancements: Avenu will evaluate and report on possible major program changes or enhancements; however, Avenu will make changes or enhancements to the System only upon request from MnCCC. Time spent on program changes and enhancements will be applied to the Technical Hours.
- c) Support for PH-Doc databases in the SQL server environment.
- d) Allow hours from "Maintenance - Technical hours" to be transferred to "Maintenance - Telephone Support" through mutual agreement between Avenu and through the approval of the User group or Advisory Committee. A maximum of twenty percent (20%) of the total annual Technical Hours may be carried over to the next year.

#### **5. Maintenance — Telephone Support**

Avenu will provide telephone support as part of the Services, as follows:

- a) Up to one thousand five hundred (1500) hours per year for telephone consultation ("Telephone Support Hours").
- b) Telephone support will be available during normal business hours: 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday, except Avenu holidays.
- c) Avenu will provide a return call to User Group members within six (6) hours (during normal business hours) after receipt of a telephone request for assistance.
- d) For any User Group member that identifies a request as "Critical," Avenu will provide a return call within two (2) hours (during normal business hours) after receipt of a telephone request for assistance. A "Critical" request is a situation where the System is unable to function.
- e) If a User Group member requests a basic SQL (structured query language) statement or query support, and the statement or support can be accomplished in one hour or less, Avenu will provide that statement or support and count the time spent on that task against the Telephone Support Hours. If Avenu determines that the basic SQL statement or query support will require more than one hour to

accomplish, then Avenu will inform MnCCC that the support will require a change request.

- f) If a User Group member requests virtual training, and Avenu estimates that the requested training will take one (1) hour or less, then Avenu will provide that training and count the time spent on that training against the Telephone Support Hours. If Avenu determines that the requested WebEx training will take longer than one (1) hour, then Avenu will inform MnCCC user group member that the training will require a change request.
- g) Avenu representative will attend any additional work groups meetings (e.g. Roadmap committee, MECOSH work group), one person's time will be charged to the Maintenance – Telephone Support hours.
- h) Additional user group training requested by the Training focus group outside the once per month training will be charged to the Maintenance – Telephone Support hours.
- i) Allow hours from "Maintenance – Telephone Support hours" to be transferred to Maintenance - Technical through the mutual agreement between Avenu and the User group or Advisory Committee. A maximum of twenty percent (20%) of the total annual Telephone Support Hours may be carried over to the next year.

## **~~6. Maintenance—Health Information Exchange~~**

## **7. Additional Services supplied within this Agreement**

- a) Additional Services provided under Maintenance include:
  - Project management and account management
  - Weekly Avenu staff project meetings
  - Estimates and design of statements of work for enhancements.
  - Enhancement Focus group prep meeting and attendance by Avenu staff
  - User group meeting/prep and attendance by Avenu staff
  - Training class recordings and distribution of the recording
  - Monthly targeted virtual training for the CHS User group per request of the training committee. This training will occur once a month at a time mutually set by Avenu and MnCCC. Virtual Training Sessions will be recorded and made available to the User Group via the Avenu Resource website. Monthly one-hour virtual training is NOT part of the Technical Hours or Telephone support hours except as otherwise stated in 5(f) of this Schedule.
  - If Alpha software testing support, including preparation and file setup at Avenu offices for up to three User Group members for each major distribution as requested by the user group.
  - BETA testing support and rework with distribution

- Time spent with an individual User Group member with respect to beta testing or discussions regarding approved program changes and enhancements.
  - Peer review of enhancements
  - Rework/fixes documentation and distribution
  - Attend conferences as requested by MnCCC. Expenses, however will be charged back to MnCCC.
  - Attend industry standard seminars and meetings (e.g. HL7, HIPAA, MDH, Sybase, PowerBuilder)
- b) Periodic reporting of Technical Hours, Telephone Support Hours the HIE Hours (in hour and minute format) used on an aggregate basis and on a per User Group member basis.
  - c) Avenu will maintain a copy of program backups for the current and one previous release of the System as part of the Services, Any changes made by MnCCC or a User Group Member will not be included in this backup.
  - d) Avenu will deliver to MnCCC a copy of the updated source code for the System annually, when a phase is delivered, or as reasonably requested by MnCCC. Time spent on this service will be applied to the Technical Hours.
  - e) Avenu shall provide an annual update to the International Classification of Diseases (ICD) code file (or its replacement, if approved by the User Group). If Avenu determines that the layout of the File has been altered and will require programing and analysis to alter the program. Avenu will advise MnCCC of any changes needed in the form of a change request. MnCCC will pay any cost associated with obtaining the ICD File.

#### **8. Excess Hours for Services — Technical Hours and Telephone Support Hours**

Avenu may perform additional services related to the System on a time-and-materials basis, as follows:

- a) If MnCCC or a User Group member requests and Avenu performs any system analysis, programming, program testing, or user instructions in excess of the one thousand fifteen hundred (1500) Technical Hours, those Services will be performed on a time and materials basis at the hourly rates set forth in Schedule B.
- b) If MnCCC or a User Group member request and Avenu performs any telephone consultation or troubleshooting in excess of the one thousand fifteen hundred (1500) Telephone Support Hours, those Services will be performed on a time and materials basis at the hourly rates set forth in Schedule B. All requests for Services in excess of Technical Hours or Telephone Support Hours must be in writing; however, a change request will not be required.
- c) Avenu will invoice MnCCC for all excess hours at the end of each calendar year

## **9. Optional Services — Change Requests**

- a) MnCCC or any User Group member may request any of the Following services that are related to the System but are not part of the maintenance and support services provided under this Agreement:
  - Programming of enhancements to the System requiring work in excess of programming services using Technical Hours.
  - On-site visits, on-site troubleshooting, systems consultation, and training of new personnel requested by a User Group member.
  - Installation services
  - Training services requiring work more than time allowed under Telephone Support Hours.
  - Telephone consultation or technical support after business hours or on weekends or holidays.
  - Any changes to the System required to sustain HIE (including changes to firewalls, exchanging security certificates, and other services).
  - Certification of new operating systems (e.g, Windows 11, SQL Server 2022, Windows Server 2022).
  - Upgrades to developer tools, including PowerBuilder and imbedded SQL database.
  - Other services related to the System requested by MnCCC.
- b) If services under this Section are requested by MnCCC or a User Group member, Avenu will provide MnCCC with a change request that includes a statement of work, schedule, pricing, and other provisions related to the services ("Change Request").
- c) Prior to the provision of any services under a Change Request, that Change Request must be approved in writing by: (i) Avenu; (ii) the MnCCC Executive Director; and (iii) either the affected individual User Group member (the User Group member requesting the services) or the User Group Chair (for changes requested by the User Group).

## Exhibit B

### CHS User Group & Service Fees

#### 1. USER GROUP

The user group consists of the following community health agencies in Minnesota:

1. Anoka County Community Health and Environmental Services
2. Beltrami County Health and Human Services
3. Benton County Health and Human Services
4. Blue Earth County Human Services
5. Carver County Public Health
6. Cass County Public Health Services
7. Chisago County Public Health and Human Services
8. City of Bloomington Public Health
9. Clay County Public Health
10. Dakota County Health Services
11. Dodge County Public Health
12. Fillmore County Public Health
13. Freeborn County Public Health
14. Goodhue County Public Health Services
15. Hennepin County/Hennepin Health Services
16. Houston County Public Health
17. Kandiyohi County Public Health
18. Meeker, McLeod, Sibley County CHB
19. Morrison County Public Health
20. Mower County Health and Human Services
21. Olmsted County Public Health Services
22. Otter Tail/Becker County Public Health
23. Polk, Norman-Mahnomen County Public Health Services
24. Ramsey County
25. Rice County Public Health Nursing Services
26. Scott County Public Health
27. Sherburne County Public Health
28. Stearns County Human Services
29. Steele County Public Health Nursing
30. Todd County Public Health
31. Wabasha County Public Health
32. Wadena County Public Health
33. Waseca County Public Health
34. Washington County
35. Wilkin County Public Health
36. Winona County Community Health Services
37. Wright County Public Health

Any new agencies shall be added to the user group via a change order.

## 2. FEES FOR SYSTEM MAINTENANCE AND SUPPORT SERVICES

Beginning January 1, 2024 the annual Maintenance and Support agreement will be \$1,017,236.00. MnCCC shall pay Avenu the following amounts for the maintenance and support services for the System each quarter during 2024.

1 <sup>st</sup> Quarter	\$254,309
2 <sup>nd</sup> Quarter	\$254,309
3 <sup>rd</sup> Quarter	\$254,309
4 <sup>th</sup> Quarter	\$254,309

Beginning January 1, 2025 the annual increase for each calendar year will be established by the following formula:

CPI-U is the Consumer Price Index for All Urban Consumers published monthly by the United States Bureau of Labor Statistics (BLS). The "Inflation Amount" for purposes of this Agreement will be the "Percent change from previous, annual avg," for the last full calendar year published by the BLS as of June of the year immediately preceding the applicable calendar year as set forth in the monthly CPI Detailed Report under Table 24, Historical.

For reference – <https://www.bls.gov/cpi/tables/supplemental-files/historical-cpi-u-202206.pdf>

[Archived Consumer Price Index Supplemental Files : U.S. Bureau of Labor Statistics \(bls.gov\)](#)

The annual increase for each calendar year will be the Inflation Amount + 1% (the "Adjustment Percentage"). Each year, the Adjustment Percentage will be set during the CHS annual user group meeting held in June or six (6) months prior to the beginning of the next calendar year. If the inflation Amount in previous year is less than -1% or greater than 5%, Avenu and MnCCC will mutually agree in writing upon an equitable Adjustment Percentage prior to the CHS user group meeting in June where the Adjustment Percentage is set for the following year. If Avenu and MnCCC cannot agree on an Adjustment Percentage prior to the **June meeting, the Adjustment Percentage will be the Inflation Amounts + 1%**

Avenu will invoice MnCCC at the beginning of each calendar quarter.

## 3. FEE FOR CHANGE REQUEST SERVICES

- a. Services provided pursuant to an approved Change Request under Section 9 of the SOW will be performed at the following time & materials hourly rates based on the annual increase for the time & materials hourly rate for each calendar year will be the Adjustment Percentage as established under Schedule B, User Group & Service Fees, Section 2, Fees for System Maintenance and Support Services
- b. The hourly rate for 2024 will be \$200.32.
- c. The following discounts will be applied to the rates in paragraph (a) of this Section:

Change Requests that entail commitment of 100 to 199 Hours: 5% Rate Discount  
Change Requests that entail commitment of 200 to 500 Hours: 10% Rate Discount  
Change Requests that entail commitment above 500 Hours: 15% Rate Discount

- d. Applicable discounts must be included in each Change Request, based on the estimate of hours provided by Avenu however, the discount rate will only be applied based on the actual hours invoiced by Avenu for a Change Request.
  - e. Time for services under Section 9 of the SOW will be calculated in quarter hour increments.
  - f. Avenu will invoice for services under Section 9 of the SOW monthly.
  - g. Travel time will be billed at a rate of \$100/hour. Any other travel expenses incurred in performing services under Section 9 of the SOW will be billed at actual costs with supporting receipts or other documentation attached.
  - h. Meeting expenses held at Avenu offices will be billed back to MnCCC.
4. HIPAA Business Associate Agreement, included herein, in its entirety in order to enable Avenu to act as a Business Associate of the covered entity of the MnCCC CHS User Group members to comply with the Health Insurance Portability and Accountability Act (HIPAA) and MN laws governing Protected Health Information (PHI) of Individuals











# PH-Doc 2024 Maintenance and Support with Exhibits FINAL

Final Audit Report

2023-10-30

Created:	2023-10-26
By:	Amanda Beyer (amanda@mnccc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXK9MfpP2CcKkYBGs7GJUbbDgd4KtX1xy

## "PH-Doc 2024 Maintenance and Support with Exhibits FINAL" History

-  Document created by Amanda Beyer (amanda@mnccc.gov)  
2023-10-26 - 2:49:58 PM GMT
-  Document emailed to kathy.jenson@co.roseau.mn.us for signature  
2023-10-26 - 3:00:17 PM GMT
-  Email viewed by kathy.jenson@co.roseau.mn.us  
2023-10-26 - 3:04:24 PM GMT
-  Signer kathy.jenson@co.roseau.mn.us entered name at signing as Kathy Jenson  
2023-10-27 - 3:23:58 PM GMT
-  Document e-signed by Kathy Jenson (kathy.jenson@co.roseau.mn.us)  
Signature Date: 2023-10-27 - 3:24:00 PM GMT - Time Source: server
-  Document emailed to jlien@ottertailcounty.gov for signature  
2023-10-27 - 3:24:01 PM GMT
-  Email viewed by jlien@ottertailcounty.gov  
2023-10-27 - 3:25:54 PM GMT
-  Signer jlien@ottertailcounty.gov entered name at signing as Jody Lien  
2023-10-27 - 3:26:46 PM GMT
-  Document e-signed by Jody Lien (jlien@ottertailcounty.gov)  
Signature Date: 2023-10-27 - 3:26:48 PM GMT - Time Source: server
-  Document emailed to lisa@mnccc.gov for signature  
2023-10-27 - 3:26:50 PM GMT



Email viewed by lisa@mnccc.gov

2023-10-27 - 3:26:58 PM GMT



Signer lisa@mnccc.gov entered name at signing as Lisa C. Meredith

2023-10-27 - 6:39:37 PM GMT



Document e-signed by Lisa C. Meredith (lisa@mnccc.gov)

Signature Date: 2023-10-27 - 6:39:39 PM GMT - Time Source: server



Document emailed to james.barkman@avenuinsights.com for signature

2023-10-27 - 6:39:40 PM GMT



Email viewed by james.barkman@avenuinsights.com

2023-10-27 - 7:31:33 PM GMT



Signer james.barkman@avenuinsights.com entered name at signing as james barkman

2023-10-30 - 12:05:21 PM GMT



Document e-signed by james barkman (james.barkman@avenuinsights.com)

Signature Date: 2023-10-30 - 12:05:23 PM GMT - Time Source: server



Agreement completed.

2023-10-30 - 12:05:23 PM GMT

## BOARD RATIFICATION STATEMENT

The Board of \_\_\_\_\_ has ratified the PH-DOC MAINTENANCE AND SUPPORT AGREEMENT between Avenu Insights & Analytics, LLC and the Minnesota Counties Computer Cooperative (MnCCC) on behalf of the Community Health Services (CHS) User Group for the maintenance and support of the PH-Doc Software. The Agreement will be effective January 1, 2024 through December 31, 2026 with up to two automatic additional one-year extensions unless the CHS User Group votes not to extend the contract and requires MnCCC to provide at least one-year notice to Avenu. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this project.

Signed: \_\_\_\_\_

Board Chair

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

Attest: \_\_\_\_\_

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

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

## Approved CHS 2024 Dues & Fees:

Approved at the CHS User Group Meeting on June 26, 2023

MnCCC Membership Fee\* for CHS: \$2300 (with a \$13,500 per county/agency cap)

\*Voted on at the MnCCC Membership Meeting on June 7, 2023

### Community Health Service User Group:

PHDOC Maintenance and Support: fees for current members only. New member pricing available by request.

#### Fees

Health Information Exchange Fund: \$1500 per agency annual fee  
 SQL New License Version 11: \$150 per additional computer (one-time license fee)  
 Training Estimate: \$500 - \$1000 per agency (only actual costs billed)  
 Meeting Expense Estimate: \$500 per agency (only actual costs billed)  
 Avenu 2024 Hourly Rate: \$200.32 per hour

Agency Names	Population*	Population Tiers 1-8+	Support Hours /Agency	2022 Fees	2023 Fees	Approved 2024: 6% increase
Wilkin	6,421	Tier 1: < 20,000	30	\$19,361.35	\$20,523.03	\$21,754.41
Wadena	13,879		30	\$19,361.35	\$20,523.03	\$21,754.41
Houston	18,788		30	\$19,361.35	\$20,523.03	\$21,754.41
Waseca	18,988		30	\$19,361.35	\$20,523.03	\$21,754.41
Dodge	20,378	Tier 2: 20,000 to 39,999	35	\$22,776.97	\$24,143.59	\$25,592.21
Fillmore	20,826		35	\$22,776.97	\$24,143.59	\$25,592.21
Wabasha	21,265		35	\$22,776.97	\$24,143.59	\$25,592.21
Todd	24,255		35	\$22,776.97	\$24,143.59	\$25,592.21
Cass	28,718		35	\$22,776.97	\$24,143.59	\$25,592.21
Freeborn	30,642		35	\$22,776.97	\$24,143.59	\$25,592.21
Morrison	32,786		35	\$22,776.97	\$24,143.59	\$25,592.21
Steele	36,708		35	\$22,776.97	\$24,143.59	\$25,592.21
Mower	39,181	Tier 3: 40,000 to 79,999	35	\$22,776.97	\$24,143.59	\$25,592.21
Benton	40,889		45	\$27,333.19	\$28,973.18	\$30,711.57
Kandiyohi	42,510		45	\$27,333.19	\$28,973.18	\$30,711.57
Polk, Mahnomen, Norman	43,651		45	\$27,333.19	\$28,973.18	\$30,711.57
Beltrami	45,873		45	\$27,333.19	\$28,973.18	\$30,711.57
Goodhue	46,611		45	\$27,333.19	\$28,973.18	\$30,711.57
Winona	51,128		45	\$27,333.19	\$28,973.18	\$30,711.57
Chisago	55,955		45	\$27,333.19	\$28,973.18	\$30,711.57
Clay	62,181		45	\$27,333.19	\$28,973.18	\$30,711.57
Rice	65,420		45	\$27,333.19	\$28,973.18	\$30,711.57
Blue Earth	66,179		45	\$27,333.19	\$28,973.18	\$30,711.57

Meeker/McLeod/ Sibley	73,924		45	\$27,333.19	\$28,973.18	\$30,711.57
Bloomington, City of	87,224	Tier 4: 80,000 to 139,999	50	\$31,318.59	\$33,197.71	\$35,189.57
Sherburne	91,895		50	\$31,318.59	\$33,197.71	\$35,189.57
Carver	98,798		50	\$31,318.59	\$33,197.71	\$35,189.57
Otter Tail (+ Becker)	91,246		50	\$31,318.59	\$33,197.71	\$35,189.57
Wright	131,361		50	\$31,318.59	\$33,197.71	\$35,189.57
Olmsted	151,388	Tier 5: 140,000- 199,999	55	\$32,743.05	\$34,707.63	\$36,790.09
Scott	140,898		55	\$32,743.05	\$34,707.63	\$36,790.09
Stearns	154,446		55	\$32,743.05	\$34,707.63	\$36,790.09
Washington	253,128	Tier 6: 200,00- 299,999	60	\$34,166.48	\$36,216.47	\$38,389.46
MVNA (based on Minneapolis)/ Hennepin	412,517	Tier 7: 300,00- 449,999	65	\$36,444.59	\$38,631.27	\$40,949.15
Dakota	414,490		65	\$36,444.59	\$38,631.27	\$40,949.15
Anoka	344,838		65	\$36,444.59	\$38,631.27	\$40,949.15
Ramsey	533,677	Tier 8: 450,000- 599,000	70	\$43,277.89	\$45,874.56	\$48,627.03
Place Holder, No Agency	Add Tiers by 150,000 population		Add 5			
Totals			1,670			\$1,151,356.83

\$1,017,236.00	Approved contract amount. Overage moved to Enhancement Fund.
\$134,120.83	

\*County and City Populations updated based on the published MN Demographer's Population counts as of April 1st. MN State Demographic Center, Metropolitan Council, and U.S. Census Bureau. [sources: <https://mn.gov/admin/demography/data-by-topic/population-data/our-estimates/pop-finder1.jsp> and <https://mn.gov/admin/demography/data-by-topic/population-data/our-estimates/pop-finder2.jsp>] Last updated: June 2017.

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

TO: Avenu Tax and CAMA Counties  
FROM: Lisa Meredith, MnCCC Executive Director  
[lisa@mncccc.gov](mailto:lisa@mncccc.gov), (651) 401-4201  
DATE: October 18, 2023

RE: Avenu Tax and CAMA Support Contract Extensions

The Tax and CAMA User Groups, as well as the MnCCC Board, have met and approved the attached contract amendments to extend support for both Tax and CAMA through December 31, 2025. Board Ratifications are attached for each system, as well as the approved enhancement fund totals discussed below.

As discussed at the Combined Tax & CAMA meeting on October 2, 2023, the Tax User Group Contract Extension and enhancement funds will be no more than \$69,575.31 in 2024, and \$89,288.32 in 2025, and additional amounts will not be covered by the Tax Enhancement Fund. The disbursement of the Tax Enhancement Fund will be discussed in further detail at the MnCCC Board meeting on December 14.

There will not be a payout from the CAMA Enhancement Fund. It was also approved to move forward with the proposed use of enhancement funds and distribute the remaining funds at the end of 2025 to the 23 members laid out in the 2020 minutes.

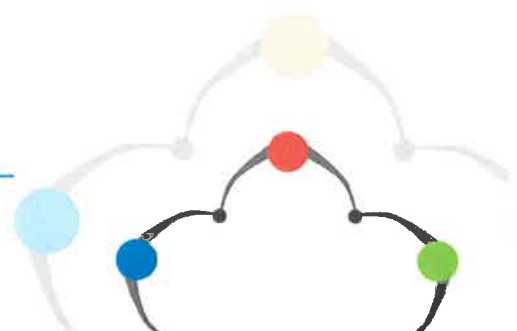
As a reminder, the remaining fees from the RFP Project Fund for both Tax and CAMA will be disbursed back to the counties following approval from the final group in early November. The remaining balance will be disbursed equally to each of the 3 User Groups (Avenu Tax, CAMA, and Aumentum). Avenu Tax and CAMA funds will be distributed to all of the counties noted in the October 2020 combined meeting.

Please have Board Ratifications signed and returned to MnCCC **no later than Monday, November 27, 2023**. Signed board ratifications should be returned to both [emily@mncccc.gov](mailto:emily@mncccc.gov) and [lisa@mncccc.gov](mailto:lisa@mncccc.gov).

If you have any questions or need additional information, please contact me.

Thank you,  
Lisa Meredith, MnCCC Executive Director

Attachments: Tax and CAMA Amendment 8 documents, Board Ratifications for both Tax and CAMA



**AMENDMENT NO. 8  
TO  
MAINTENANCE AND SUPPORT AGREEMENT**

This Amendment No. 8 to the Maintenance and Support Agreement (this "Amendment") is made and entered into by and between the Minnesota Counties Computer Cooperative ("MCCC") and Avenu Insights & Analytics, LLC ("Avenu") referred to individually as "Party" or collectively as "Parties."

WHEREAS, MCCC and ACS Enterprise Solutions, Inc. ("ACS") entered into a Maintenance and Support Agreement (the "Agreement") for the ACS Property Tax Software, dated October 13, 2011, as amended from time to time; and

WHEREAS, the name of ACS was changed to Xerox State & Local Solutions, Inc. ("Xerox") via Amendment No. 5; and

WHEREAS, the name of Xerox was changed to Conduent State & Local Solutions, Inc. ("Conduent") via Amendment No. 7; and

WHEREAS, Avenu Holdings, LLC (Avenu) thereafter acquired the Local and Municipal Constituent Government Software Solutions business of Conduent Incorporated; and

WHEREAS, as part of the acquisition, Conduent contributed some assets of the Conduent State & Local Solutions, Inc. entity to Avenu Insights & Analytics, LLC, to complete the sale; and

WHEREAS, the Parties seek to amend the Agreement to replace all references to "ACS Enterprise Solutions, Inc.", "Xerox State & Local Solutions, Inc.", "Conduent State & Local Solutions, Inc.", "ACS", "Xerox", or "Conduent" with "Avenu Insights & Analytics, LLC" and "Avenu" respectively; and

WHEREAS, the Parties further seek to amend the Agreement to extend the Term through December 31, 2025 and to modify certain terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties mutually agree to amend the Agreement as follows:

1. This Amendment shall be effective on January 1, 2024 (the "Amendment Effective Date").
2. All references to "ACS Enterprise Solutions, Inc.", "Xerox State & Local Solutions, Inc.", "Conduent State & Local Solutions, Inc.", "ACS", "Xerox", or "Conduent" are replaced with "Avenu Insights & Analytics, LLC" and "Avenu" respectively.
3. Article 2 (Term of Agreement) is deleted in its entirety and replaced with the following:

*The term of this Agreement shall commence on January 1, 2024 (the "Effective Date") and will continue through December 31, 2025 ("Initial Term"). The term of this Agreement may be extended for one (1) additional one (1) year period ("Extended Term") with thirty (30) days written notice prior to the expiration of the Initial term or any Extended Term.*

4. As of the Amendment Effective Date, Article 3 (Maintenance and Support Services to be Provided by Avenu), is deleted in its entirety and replaced with the following:

Beginning on January 1, 2024, and continuing through the Term of this Agreement, Avenu will furnish MCCC and the members of the Avenu Tax User Group with the services set forth in Exhibit A (Statement of Work), attached hereto and made part hereof.

Withdrawal of Counties shall be addressed as follows: It is the intent of the Parties that all of the Initial Participating Counties ("IPC's") will have the option to continue to receive maintenance and support hereunder for the two-year term at the per County rates set forth in Table 1 under "Avenu Tax Support" in Exhibit B (Applicable Charges) as amended herein and set forth below in paragraph 5. There are twenty-two (22) IPCs under this Agreement. The Parties acknowledge and agree that twelve (12) Counties is the "Minimum Participating Threshold" ("MPT") under this Agreement for Calendar Term Year 2024. For the 2025 Calendar Term Year, the Parties acknowledge and agree that six (6) Counties is the "Minimum Participating Threshold" ("MPT"). If the total number of participating Counties falls below the MPT, the total price paid by MCCC shall remain equal to the MPT price. For the avoidance of doubt, the Parties acknowledge and agree that under no circumstances will the per county rate comprising the total price paid by MCCC drop below the MPT. The price to MCCC upon the withdrawal, termination or removal, of any County or Counties between the IPC and MPT shall be adjusted per Table 1 under "Avenu Tax Support" in Exhibit B (Applicable Charges) as amended herein and set forth below in paragraph 5. The withdrawal, termination, or removal of an MCCC member County covered by this Agreement shall be confirmed in writing.

MCCC acknowledges and agrees that each member of the Avenu Tax User Group who ratifies this Agreement will be bound by the general terms and conditions specified herein, including but not limited to the service provision terms contained in Exhibit A.

5. As of the Amendment Effective Date, the Section titled "Avenu Tax Support" in Exhibit B (Applicable Charges) is deleted in its entirety and replaced with the following:

For the MCCC member counties who are members of the Avenu Tax User Group as provided in a list from MnCCC no later than December 1, 2023 and based on the counties that ratify this contract extension, MCCC shall pay Avenu the quarterly maintenance & support fees set forth below.

Table 1


		OPTIONAL YEAR 1
2024	2025	2026
quarterly price	quarterly price	quarterly price
per county	per county	per county
\$10,146.40	\$11,161.04	\$12,277.14

1. Notification of cancellation of participating counties shall be provided to Avenu no later than December 1<sup>st</sup>, 2023 for the 2024 support year and December 1<sup>st</sup> 2024 for the 2025 support year. Optional year of 2026 will require notification of participating counties by December 1, 2025 if the additional year is requested.
2. Avenu will continue to maintain a support staff to support this product and customers.

6. All terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and MCCC have executed this Amendment No. 8.


**Avenu Insights & Analytics, LLC**

By:  James Barkman  
Name: James Barkman  
Title: Deputy-Chief Financial Officer  
Date: 7/23/2023

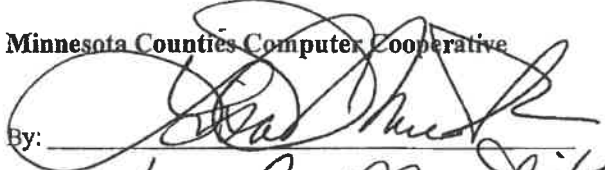
**Minnesota Counties Computer Cooperative**

By:   
Name: Kathy Jensen  
Title: Board Chair  
Date: 10.12.2023

**Minnesota Counties Computer Cooperative**

By:   
Name: Pat Martinson  
Title: Tax User Group Chair  
Date: 10/18/2023

**Minnesota Counties Computer Cooperative**

By:   
Name: Lisa C. Meredith  
Title: Executive Director  
Date: 10/12/2023

## **RATIFICATION STATEMENT**

The Board of Commissioners of \_\_\_\_\_ County has ratified the Property Tax System Maintenance and Support Agreement Amendment between Minnesota Counties Computer Cooperative (MnCCC) and Avenu providing an extension for support for Property Tax System (PTS) January 1, 2024, through December 31, 2024.

This Agreement will be effective January 1, 2024, through December 31, 2024. Ratification of this agreement commits this County to meet the agreed upon terms set by both the amendment and the user group regarding notification for early departure as well as early departure fees set and approved by the MnCCC Property Tax User Group.

Signed: \_\_\_\_\_

County Board Chair

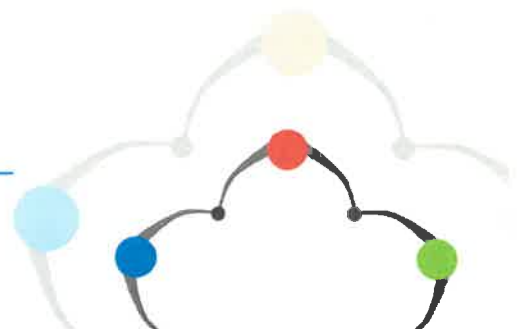
Date: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

***Please return signed statement to MnCCC no later than November 27, 2023. Thank you!***



## **RATIFICATION STATEMENT**

The Board of Commissioners of \_\_\_\_\_ County has ratified the Property Tax System Maintenance and Support Agreement Amendment between Minnesota Counties Computer Cooperative (MnCCC) and Avenu providing an extension for support for Property Tax System (PTS) January 1, 2025, through December 31, 2025.

This Agreement will be effective January 1, 2025, through December 31, 2025. Ratification of this agreement commits this County to meet the agreed upon terms set by both the amendment and the user group regarding notification for early departure as well as early departure fees set and approved by the MnCCC Property Tax User Group.

Signed: \_\_\_\_\_

County Board Chair

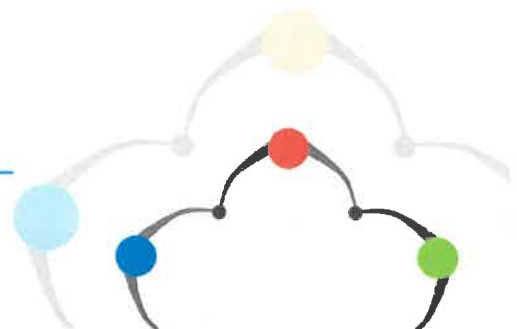
Date: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

***Please return signed statement to MnCCC no later than November 27, 2023. Thank you!***



Proposed Financing for Contract Extension and Possible Use of Enhancement Funds

Avenu Tax User Group:

2024 contract extension currently in negotiations.

	Year	2024	2025	2026 (Optional)
Tax	Minimum #	12	6	6
	Annual Total	\$40,585.60	\$44,644.16	\$49,108.56
	User Group Minimum	\$487,027.20	\$267,864.96	\$294,651.36
	Estimated Participants	7	3	
	Cost Per County	\$69,575.31	\$89,288.32	

Costs will depend on the number of participating counties. The range for 2024 rates per county (annually) is \$40,585.60 to \$69,575.31 with a recommendation that any additional amounts not covered by not meeting the minimum number of participants will be covered by the enhancement fund.

Estimated Enhancement Fund use -- If minimum number is not met, counties will pay the high end of the range. Then any remaining balance would be paid out of the enhancement fund.

	2024 Estimated Participating Counties	Total Collected	Contract Minimum	Use of Enhancement Fund
	9 counties	\$54,114.13	\$487,027.20	\$ -
	7 counties	\$69,575.31	\$487,027.17	\$ -
	5 counties	\$69,575.31	\$47,876.55	\$139,150.65
	2025 Estimated Participating Counties	Total Collected	Contract Minimum	Use of Enhancement Fund
	7 counties	\$38,266.42	\$267,864.96	\$0.00
	5 counties	\$53,572.99	\$267,864.96	\$0.00
	3 counties	\$89,288.32	\$267,864.96	\$0.00
	2 counties	\$89,288.32	\$267,864.96	\$89,288.32
				\$228,438.97
	Current Enhancement Fund			\$1,284,182.00

CAMAUSA User Group:

2024 contract extension currently in negotiations.

# **Proposed Financing for Contract Extension and Possible Use of Enhancement Funds** **CAMA**

Year	2024	2025	2026 (Optional)
Minimum #	10	6	6
Annual Total	\$14,999.60	\$16,499.56	\$18,149.52
User Group Minimum	\$149,996.00	\$98,997.36	\$108,897.12
Estimated Participants	5	3	
Cost Per County	\$29,999.20	\$32,999.12	
<p>Costs will depend on the number of participating counties. The range for 2024 rates per county (annually) is \$14,999.60 to \$29,999.20 with a recommendation that any additional amounts not covered by not meeting the minimum number of participants will be covered by the enhancement fund.</p>			
<p><b>Estimated Enhancement Fund use -- If minimum number is not met, counties will pay the high end of the range. Then any remaining balance would be paid out of the enhancement fund.</b></p>			
<b>2024 Estimated Participating Counties</b>	<b>Total Collected</b>	<b>Contract Minimum</b>	<b>Use of Enhancement Fund</b>
9 counties	\$16,666.22	\$149,996.00	\$ -
7 counties	\$21,428.00	\$149,996.00	\$ -
5 counties	\$29,999.20	\$149,996.00	\$0.00
3 counties	\$29,999.20	\$89,997.60	\$59,998.40
<b>2025 Estimated Participating Counties</b>	<b>Total Collected</b>	<b>Contract Minimum</b>	<b>Use of Enhancement Fund</b>
7 counties	\$14,142.48	\$98,997.36	\$0.00
5 counties	\$19,799.47	\$98,997.36	\$0.00
3 counties	\$32,999.12	\$98,997.36	\$0.00
2 counties	\$32,999.12	\$65,998.24	\$32,999.12
			\$92,997.52
<b>Current Enhancement Fund</b>			<b>\$91,243.00</b>

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
November 14, 2023**

**Date Submitted: 11/9/2023**

**By: Carol Lapham, Finance Director**

**CONSENT AGENDA REQUEST**

**APPOINTMENT REQUEST**

**ACTION REQUEST**

Requesting approval of the transfer of funds from the Highway fund to the Capital Projects fund as listed below. This transfer was processed to eliminate a negative cash balances August 2022 but was not presented to the Board.

08/31/2022

\$282,206.99

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

CAROLL  
9/7/22 8:35AM

TRIAL BALANCE REPORT  
As of 08/2022

Report Basis: Cash

37 Capital Projects Fund

Account	Beginning Balance	Actual This- Month	Actual Year-To-Date	Current Balance
809 CAPITAL PROJECT-HIGHWAY FACILITY				
1001 CASH	472.19	282,206.42-	282,679.18-	282,206.99-
	472.19	282,206.42-	282,679.18-	282,206.99-
Total Assets				
--Liabilities and Balance----				
Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00
Fund Balance				
2881 FUND BALANCE (UNRESERVED/UNDESIGN	472.19-	0.00	0.00	472.19-
2885 Revenue Control	0.00	0.00	326,418.00-	326,418.00-
2887 Expenditure Control	0.00	282,206.42	609,097.18	609,097.18
Total Fund Balance	472.19-	282,206.42	282,679.18	282,206.99
Total Liabilities and Balance	472.19-	282,206.42	282,679.18	282,206.99
37 Capital Projects Fund	0.00	0.00	0.00	0.00

*Paul Zaphon*

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
November 14, 2023**

**Date Submitted: 11/9/2023**

**By: Carol Lapham, Finance Director**

**CONSENT AGENDA REQUEST**

**APPOINTMENT REQUEST**

**ACTION REQUEST**

**Approve additional fee schedule changes**

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

# Houston County Fee Schedule

The following fee schedule was adopted by the Houston County Board of Commissioners on November 14, 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: Search & retrieve data. (See note above and 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: tabloid & larger size paper	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	\$200
Highway Department	Address Sign - reuse sign/post	\$100
Highway Department	Charge for cutting culverts	\$25 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	\$100 plus cost of materials
Highway Department	Message Board Signs	\$300 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	\$125 Backhoe \$50 Brush Chipper \$100 Dozer \$101 Drum Roller \$135 Grader \$125 Loader - Wheel Case 721 \$150 Loader - Wheel JD 644K \$150 Loader Wheel JD 821F \$65 Loader - Compact JD 333G \$60 Loader - Compact JD 325G \$55 Mowing Tractor (large) \$45 Mowing Tractor (small) \$65 Sign Truck \$100 Tandem Truck - Hauling \$125 Tandem Truck - Plowing \$38 Sprayer \$40 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
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 <b>**Effective 1/1/2024**</b>	\$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	<u>\$5 first page, \$2 per page after</u>
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 \$40 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	40 year search	\$200 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 *Renewal expired 30 days plus is considered a new application*
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	\$10 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	\$80 per day (single) \$75 per day (single, contract rate) \$140 per day (Special Supervision Detainee)
Sheriff's Office	Jail - Booking Fee	\$15
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 \$50 per hour for truck/field equipment
Surveyor	County-wide aerial imagery (digital)	\$525, includes county-provided storage device
Surveyor	Registered land surveys	\$80 plus \$5 per tract
Surveyor	Plat Review	\$200 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	Zoning Permit - Change of use	\$50
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	\$350 per month/\$1750 per season plus tax and actual cost of electricity with \$275 electricity deposit required
Wildcat Park	Monthly Rate	\$550 per month
Wildcat Park	Electric Sites	\$60 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



**HOUSTON COUNTY**  
 304 South Marshal Street  
 Caledonia, MN 55921  
 TEL (507) 725-5836

2024 Board Meeting Schedule			
1-Jan	<i>New Year's Day (Employee Holiday)</i>	2-Jul	<b>9:00 Full Board Meeting</b>
2-Jan	<b>9:00 Full Board Meeting</b>	4-Jul	<i>Independence Day (Employee Holiday)</i>
9-Jan	<b>9:00 Full Board Meeting</b>	9-Jul	<b>9:00 Full Board Meeting</b>
15-Jan	<i>ML King Day (Employee Holiday)</i>	16-Jul	9:00 Workgroup Session
16-Jan	9:00 Workgroup Session	23-Jul	<b>9:00 Full Board Meeting</b>
23-Jan	<b>9:00 Full Board Meeting</b>	30-Jul	No Meeting
30-Jan	No Meeting	6-Aug	<b>9:00 Full Board Meeting</b>
6-Feb	<b>9:00 Full Board Meeting</b>	13-Aug	<b>9:00 Full Board Meeting</b>
13-Feb	<b>9:00 Full Board Meeting</b>	20-Aug	9:00 Workgroup Session
19-Feb	<i>President's Day (Employee Holiday)</i>	27-Aug	<b>9:00 Full Board Meeting</b>
20-Feb	9:00 Workgroup Session	2-Sep	<i>Labor Day (Employee Holiday)</i>
21-Feb	AMC Legislative Conference	3-Sep	<b>9:00 Full Board Meeting</b>
27-Feb	<b>9:00 Full Board Meeting</b>	10-Sep	<b>9:00 Full Board Meeting</b>
5-Mar	<b>9:00 Full Board Meeting</b>	17-Sep	9:00 Workgroup Session
12-Mar	<b>9:00 Full Board Meeting</b>	24-Sep	<b>9:00 Full Board Meeting</b>
19-Mar	9:00 Workgroup Session	1-Oct	<b>9:00 Full Board Meeting</b>
26-Mar	<b>9:00 Full Board Meeting</b>	8-Oct	<b>9:00 Full Board Meeting</b>
29-Mar	<i>Spring Holiday (Employee Holiday)</i>	15-Oct	9:00 Workgroup Session
2-Apr	<b>9:00 Full Board Meeting</b>	22-Oct	<b>9:00 Full Board Meeting</b>
9-Apr	<b>9:00 Full Board Meeting</b>	29-Oct	No Meeting
16-Apr	9:00 Workgroup Session	5-Nov	<b>9:00 Full Board Meeting</b>
23-Apr	<b>9:00 Full Board Meeting</b>	11-Nov	<i>Veterans Day (Employee Holiday)</i>
30-Apr	No Meeting	12-Nov	<b>9:00 Full Board Meeting</b>
7-May	<b>9:00 Full Board Meeting</b>	19-Nov	9:00 Workgroup Session
14-May	<b>9:00 Full Board Meeting</b>	26-Nov	<b>9:00 Full Board Meeting</b>
21-May	9:00 Workgroup Session	28-29 Nov	<i>Thanksgiving (Employee Holiday)</i>
27-May	<i>Memorial Day (Employee Holiday)</i>	3-Dec	<b>9:00 Full Board Meeting</b>
28-May	<b>9:00 Full Board Meeting</b>	9-11 Dec	AMC Conf No Meeting
4-Jun	<b>9:00 Full Board Meeting</b>	17-Dec	<b>9:00 Full Board Meeting</b>
11-Jun	<b>9:00 Full Board Meeting</b>	24-25 Dec	<i>Christmas Eve/Day (Emp. Holiday &amp; No Meeting)</i>
18-Jun	9:00 Workgroup Session		
19-Jun	<i>Juneteenth (Employee Holiday)</i>	31-Dec	<b>9:00 Full Board Meeting</b>
25-Jun	<b>9:00 Full Board Meeting</b>		

Full Board Meetings occur in the County Board Meeting Room, 2nd floor, Historic Courthouse Building, Caledonia, MN. Agenda, board packets, and minutes are stored at the Historic Courthouse Building and shared on the Houston County website, as are video recordings, when available.

The County Board conducts workgroup sessions to receive information from staff or outside agencies regarding current or upcoming issues or projects in advance of requests to take formal action. The County Board does not take formal action during workgroup meetings. The County Board will normally hold workgroup sessions at 9:00 in Rm. 222 of the Historic Courthouse Building, Caledonia, MN, but may move to other locations and times, as appropriate. If changed, the County will announce the changed time and location during the preceding full board meeting and reflect the change in the published agenda for said meeting. These meetings are not video recorded, but agenda and minutes will be available via the county website.

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
November 14, 2023**

**Date Submitted: 11/13/2023**

**By: Brian Swedberg, Sheriff**

**ACTION REQUEST:**

**CONSENT AGENDA REQUEST:**

**Request to approve donation from the Houston County Posse to the Houston County Sheriff's Office in the amount of \$4,470.00 for the installation of electricity at the Sheriff's Office shed.**

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