

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: January 2, 2024

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, Public Health and Human Services Director John Puggleasa, IT Director Andrew Milde, Engineer Brian Pogodzinski, Sheriff Brian Swedberg, Zoning Administrator Amelia Meiners, Deputy Auditor/Treasurer Eliana Babinski, and Fillmore County Journal Publisher Jason Sethre

Presiding: Board Clerk Wagner, Chairperson pro tem

Call to order.

Pledge of Allegiance.

Wagner requested nominations for 2024 Board of Commissioner Chairperson. Commissioner Severson nominated Commissioner Burns for Chairperson 2024. Commissioner Myhre nominated Commissioner Johnson for 2024 Board Chairperson and Commissioner Burns seconded the motion, it carried unanimously. There were no other nominations.

Chairperson Johnson asked for nominations for board Vice-Chairperson. Motion was made by Commissioner Johnson to nominate Commissioner Schuldt for Vice-Chairperson 2023. Commissioner Burns seconded the motion, and it carried unanimously. There were no other nominations.

Motion was made by Commissioner Severson, seconded by Commissioner Myhre, motion unanimously carried to approve the agenda.

Motion was made by Commissioner Severson, seconded by Commissioner Burns, motion carried unanimously to approve the meeting minutes from December 26, 2023.

Public Comment:

Associate Editor Rose Korabek from the *Caledonia Argus* said she would respect the Commissioners decision regarding the official 2024 County newspaper. She said the *Caledonia*

Argus covered Houston County exclusively. She said the *Caledonia Argus* had recently reestablished credibility with many stakeholders and changed their model.

APPOINTMENTS

Interim Auditor/Treasurer, Heberlein, opened the sealed bids for the official County newspaper 2024. There were two bids. One was from *Caledonia Argus* and the other was from *Fillmore County Journal*. Heberlein read the rate amounts line by line to Commissioners. The bid amounts are below.

Caledonia Argus

OFFICIAL NEWSPAPER FOR 2024 Official proceedings of the County Board and all notices required to be published in the county's official paper. Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 5.00

MISCELLANEOUS NOTICES that are not required to be published in the Official Paper (per column inch). Legal Rate \$ 9.00 Display Rate \$ 9.00

FIRST PRINTING OF 2023 FINANCIAL STATEMENT Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 5.00

PUBLICATION OF SAMPLE BALLOT INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 5.00

PUBLICATION OF TAX FORFEITURE INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 5.00

PUBLICATION OF DELINQUENT TAX LIST: Charge per inch (based on a 7 point type, Arial font with 8 point leading) \$ 5.00

Fillmore County Journal

OFFICIAL NEWSPAPER FOR 2024 Official proceedings of the County Board and all notices required to be published in the county's official paper. Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 7.00

MISCELLANEOUS NOTICES that are not required to be published in the Official Paper (per column inch). Legal Rate \$ 7.00 Display Rate \$ 7.00

FIRST PRINTING OF 2023 FINANCIAL STATEMENT Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 7.00

PUBLICATION OF SAMPLE BALLOT INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 7.00

PUBLICATION OF TAX FORFEITURE INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 7.00

PUBLICATION OF DELINQUENT TAX LIST: Charge per inch (based on a 7 point type, Arial font with 8 point leading) \$ 7.00

Commissioners discussed the bids. *Fillmore County Journal* Publisher Jason Sethre said readers received the *Fillmore County Journal* free. He said the *Fillmore County Journal* covered all of

Houston County except for La Crescent. Commissioner Burns said he wanted to give his perspective of the bids. He said the Fillmore County Journal had established an office in Houston County, but he was looking at what bid was “cheaper”. Motion was made by Commissioner Severson, Seconded by Commissioner Burns, motion carried unanimously to make *Caledonia Argus* Houston County’s Official Newspaper for 2024.

CONSENT AGENDA

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

- 1) Approve the rescission of the offer of employment to Lori Ollendieck as a probationary 0.8 FTE Environmental Services Clerk, B21.
- 2) Approve initiating a competitive search for a 0.8 FTE Environmental Services Clerk, B21.

ACTION ITEMS

File No. 1 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to adopt Resolution No. 24-01 and designate *Caledonia Argus* the 2024 Official Newspaper. See resolution below.

RESOLUTION NO. 24-01

2024 OFFICIAL NEWSPAPER

January 2, 2024

WHEREAS, Minn. Statute § 375.12 Subd. 1, requires a county to solicitations of bids annually at the first regular meeting for an official paper;

THEREFORE, BE IT RESOLVED, by the Houston County Board of Commissioners, that the following publications have been designated as the Official Newspaper for publication of minutes, public notices, and other routine county business, with the accepted rates for publication expenses:

CALEDONIA ARGUS

OFFICIAL NEWSPAPER FOR 2024 Official proceedings of the County Board and all notices required to be published in the county's official paper. Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 5.00

MISCELLANEOUS NOTICES that are not required to be published in the Official Paper (per column inch). Legal Rate \$ 9.00 Display Rate \$ 9.00

FIRST PRINTING OF 2023 FINANCIAL STATEMENT Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 5.00

PUBLICATION OF SAMPLE BALLOT INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 5.00

PUBLICATION OF TAX FORFEITURE INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 5.00

PUBLICATION OF DELINQUENT TAX LIST: Charge per inch (based on a 7 point type, Arial font with 8 point leading) \$ 5.00

File No. 2 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to adopt Resolution No. 24-02 Account Powers Granted for Merchants Bank N.A. See resolution below.

RESOLUTION NO. 24-02

**ACCOUNT POWERS GRANTED
MERCHANTS BANK N.A.**

January 2, 2024

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Interim Auditor/Treasurer Polly Heberlein the authority to open any deposit or share accounts in the name of Houston County and further authorizes Interim Auditor/Treasurer Heberlein, Finance Director Carol Lapham and Board Chairman to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial institution.

File No. 3 – Commissioner Burns moved, Commissioner Myhre seconded, motion unanimously carried to adopt Resolution No. 24-03 Account Powers Granted for ESB Banking. See resolution below.

RESOLUTION NO. 24-03

**ACCOUNT POWERS GRANTED
ESB BANKING**

January 2, 2024

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Interim Auditor/Treasurer Polly Heberlein the authority to open any deposit or share accounts in the name of Houston County and further authorizes Interim Auditor/Treasurer Heberlein and Finance Director Carol Lapham, and Board Chairman to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the requirement of two signatures with this Financial institution.

File No. 4 – Commissioner Burns moved, Commissioner Myhre seconded, motion unanimously carried to adopt Resolution No. 24-04 designating 2024 Annual Appropriations. See resolution below.

RESOLUTION NO. 24-04

2024 ANNUAL APPROPRIATIONS

January 2, 2024

WHEREAS, The Houston County Board of Commissioners approved the 2024 Annual Budget on December 26th, 2023;

BE IT RESOLVED, by the Houston County Board of Commissioners, that the following appropriations will be made in 2024 as appropriate from the County Revenue Fund:

ORGANIZATION	2024 BUDGET
SE Minnesota Initiative Fund	\$3,750
SEMAAA	\$2,000
SELCO	\$193,492
Emergency Medical Service	\$15,000
SEMCAC - Senior & Caregiver Advocacy	\$1,500
SEMCAC - Senior Nutrition	\$2,000
SEMCAC - Transportation Program (Donation Rides)	\$1,500
Historical Society	\$37,500
Historical Society - Matching Funds (Maximum)	\$5,000
Southern MN Tourism/Historic Bluff Country	\$942
Agricultural Society	\$20,000
Agricultural Society - Prior Year Financials Additional	\$4,000
RRSWCD	\$129,000
SE MN EMS	\$5,000
TOTAL	\$420,684

File No. 5 – Commissioner Severson moved, Commissioner Schuldt seconded, motion unanimously carried to adopt Houston County’s Earned Sick and Safe Time policy.

File No. 6 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to approve a Memorandum of Agreement with LELS #415.

File No. 7 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to approve a Memorandum of Agreement with LELS #237.

File No. 8 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve a Memorandum of Agreement with LELS #60.

File No. 9 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to reappoint Wayne Runningen to the Board of Adjustment for a three year term ending on 12/31/2026.

File No. 10 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to reappointing Ken Anderson to the Board of Adjustment for a three year term ending on 12/31/2026.

File No. 11 – Commissioners reviewed and discussed updating the Commissioner Committee Assignment List and Chart for 2024. Three Commissioners were interested in serving on the Personnel Committee in 2024. Commissioners Johnson and Myhre had both served on the committee in 2023 and were interested in continuing to serve on the committee. Commissioner Severson said he had not had the chance to serve on the committee yet, and was also interested. Commissioner Burns moved, Commissioner Severson seconded, motion passed three to two to appoint Commissioners Johnson and Severson to the 2024 Personnel Committee. The Commissioners voted by roll. Commissioners Severson, Johnson, and Burns voted yes. Commissioners Schuldt and Myhre voted no. Commissioner Schuldt said he voted no because he was going to make a different motion. It was the general consensus of the board to adopt the rest of the Commissioner Assignment List and Chart 2024 at the meeting the next week when the entire list had been updated.

DISCUSSION ITEMS

Commissioner Johnson said 2024 would be a negotiation year for the County and that the County should begin the process soon. He also suggested conducting Department Head Reviews like had been done in the past. It was suggested by Commissioner Severson that the reviews begin in June of 2024.

Commissioner Johnson said he had received some emails regarding the redesign of the Minnesota State flag. He shared with the Commissioners a resolution passed by Crow Wing County opposing the redesign of the State flag and seal and asked the Houston County Commissioners if this was something Houston County wanted to consider. The Commissioners discussed the matter and decided a resolution opposing the redesign should be put on the agenda for consideration the following week.

Commissioner Schuldt said the City of Hokah had recently been notified by the State that the speed limit would be changing on Highway 16 from Main Street (Hwy 44) west of the City to the end of the City limits near 10th Street from 55 to 60 miles per hour. Signs would be updated soon. He said this was concerning as he felt the current speed was already too high. Houston County had passed Resolution No. 20-13 in 2020 Request for Minnesota Department of Transportation (MnDot) to Review Speed Limits on Highway 16 in the City Limits of Hokah,

Minnesota. The reason for Resolution was to encourage MnDot to lower the speed rather than increase it. Schuldt said the highway included shoulder with a walking path and said there had been fatality accidents in the area in the past. Commissioner Schuldt said he had been in contact with Mike Schweyen, the MnDot District 6 Traffic Engineer regarding the matter, and had expressed his concerns.

Commissioner Burns said three Jeeps currently rented by the County would be coming due soon. He said Sleepy Hollow could match the State bid. The Commissioners discussed the plan for vehicles going forward and the possibility of staggering the rotation going forward.

Commissioner Severson said La Crescent wanted the County to revisit the possibility of implementing a no wake zone. He said they had new information to share. The Commissioners discussed if the matter could come before the board again, or if it needed to wait a year since the Commissioners had already voted no to the no wake zone in 2023. Commissioner Severson said he would look into that.

Engineer Pogodzinski said he had been contacted by Senator Amy Klobuchar's office and she would be visiting Houston County on Friday January 5th. He said she was interested in discussing Houston County's federally funded projects. It was decided that Commissioners Johnson and Burns would attend the meeting.

There being no further business at 10:51 a.m., a motion was made by Commissioner Severson, seconded by Commissioner Burns, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on January 9, 2024.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Dewey Severson, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

Houston County Agenda Request Form

Date Submitted: 1/4/2024

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:

Multi County SNAP Employment & Training agreement. Wabasha County hosts a four county program with Workforce Development Inc (WDI) to provide employment and training services for eligible SNAP program participants.

Attachments/Documentation for the Board's Review:

Soft Copy for review, hard copy for signature

Justification:

Action Requested:

Review and approve contract as presented.

For County Use Only

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

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.

**AGREEMENT FOR PROVISION OF
SUPPLEMENTAL NUTRITIONAL ASSISTANCE PROGRAM (SNAP)**

The Wabasha County Board of Commissioners through its designated agency, the Wabasha County Department of Human Services, 625 Jefferson Avenue, Wabasha, MN 55981-1589 (651) 565-3351, acting as Fiscal Agent for the counties of Goodhue, Houston, Mower and Wabasha or any successor organization developed with at least one of the participating counties hereinafter referred to as the "Counties" and the Workforce Development, Inc., 2070 College View Road E., Rochester, MN 55901 (507) 292-5166, hereinafter referred to as the "Contractor" enter into this agreement for the period of October 1, 2023 through September 30, 2024.

WITNESSETH

WHEREAS, M.S. 256D.051 requires counties to provide a SNAP Program to eligible persons and allows counties to subcontract for duties under subd.2 of M.S. 256D.051, and

WHEREAS, the Job Training Program, under WIA, administered by the Workforce Development, Inc. is knowledgeable regarding M.S. 256S.051 and of the methods and techniques involved in providing the services in M.S. 256D.051;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Counties and Contractor agree as follows;

Available Funds \$7,129.80 10-01-2023 through 09-30-2024 designated for direct program expenses: \$629.10 (7.5% WDI admin) and \$1151 designated for support services for the four counties.

I. Services to be Provided

- A. SNAP Orientation
- B. Employability assessment and development plan
- C. Job search classes
- D. Referrals to available employment assistance programs/agencies

II. Delivery

The Contractor agrees to the following:

- A. The SNAP Program services will be made available at the Workforce Development, Inc. office locations in each county.
- B. The services available for regular WIOA participants may be available for SNAP participants, depending on the funding.
- C. WDI is a registered SNAP Employment and Training provider for SE MN with funding for SNAP 100% and SNAP 50/50. Referrals for SNAP

Employment and Training may be eligible for additional program services depending on their needs and available funding. Through the career planning process, WDI staff will determine the best program fit and encourage co-enrollment to provide additional services to benefit the customer.

- D. The program will be a minimum of 20 hours per week and a maximum of 32 hours per week for period of eligibility.
- E. Upon referral of a SNAP registrant, the Contractor will provide an orientation to the SNAP Program and notify the Counties of attendance.
- F. An employment plan with all the required SNAP activities and individual responsibilities will be prepared by the Contractor and submitted to the participant each month. This employment plan will prescribe the necessary activities to be undertaken during the month by the participant in order to continue receiving monthly SNAP benefits. A copy will be sent to the Counties.
- G. The Contractor agrees that to protect itself, as well as the Counties, under the indemnity agreement, it will at all times have and keep in force a professional liability insurance policy with limits of \$1,000,000.00.
- H. To facilitate interagency cooperation, the Counties and Contractor shall be considered adjunct agencies for the purpose of meeting the training requirements of the SNAP Program. Participant referral information and related contracts to provide training services and participation information shall be communicated between program related personnel involved with this program. Program participants will be apprised of the service agreement between the Counties and Contractor.

III. County's Responsibilities

- A. Refer all persons eligible for the SNAP program to the Workforce Development, Inc. by completing a WF1 referral. The program is in a voluntary status. Referrals will be made noting the participants opportunity for employment services at no cost to the participant.
- B. The Counties will reimburse the Contractor for invoiced costs for SNAP enrollments for staff services, including orientation, assessment, preparation of an Employment Plan, individualized counseling, Job Search instruction, and vocational assessment, referrals to other agencies, job referrals and direct marketing contracts with employers. Actual costs for services will be billed each month up to \$7,129.80 direct program, \$629.10 administration, and \$1,137 support funds for this program year.

This includes the time spent sending notices to the participants and the Counties, in addition to tracking the participants' compliance.

- C. Complete any state mandated Information System forms or reports for SNAP registrants at time of registration.
- D. Inform Contractor prior to referring any participant who is unable to communicate in the English language. The Contractor will then arrange for an interpreter.

IV. Contractor Responsibility

- A. The Contractor agrees that during the existence of this agreement that it will indemnify and hold harmless the Counties from any and all liability which may be claimed against the Contractor (1) by reason of any reimbursable cost resulting from an eligible client suffering injury, death, or property loss while participating in services from the Contractor or while being transported to/from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or (2) by reason of any said client causing injury/damage to another person or property during any time when the Contractor has undertaken or is furnishing the service called for under this agreement.
- B. The Contractor agrees to comply with the Civil Rights Act of 1964 (Titles VI and VII); Rehabilitation Act of 1973 (Section 504); and Minnesota Human Rights Act (Chapter 363).

V. Financial Arrangements and Reporting Procedures

- A. The Contractor agrees to furnish the following reports to the Counties:
 - 1. Verification that the participant kept their initial appointment as scheduled.
 - 2. A copy of the employment plan.
 - 3. Monthly communication with the Counties verifying each participant's program participation.
 - 4. Any Management Information Systems forms or subsequent reports for SNAP required by the Counties.

VI. Other Conditions of the Contract

A. The Contractor shall allow personnel of the Counties, Minnesota Department of Human Services, and the Minnesota Department of Employment and Economic Development, access to the Contractor's records at reasonable hours in order to exercise their responsibility to monitor the services and audit the financial records.

B. Audit and Records Disclosure:

The Contractor agrees to maintain records at 2070 College View Road E., Rochester, MN 55901 for a period of six years to allow persons from the Minnesota Department of Human Services and the Minnesota Department of Employment and Economic Development, or their designees, access to records at reasonable times for audit purposes.

C. The use or disclosure, by a party, of information concerning a client in violation of the Data Privacy Act or for any purpose not directly connected with the administration of the County's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client his/her responsible parent or guardian.

D. This contract may be cancelled by either party, upon 30 days notice, in writing, delivered by mail, or in person.

E. Alteration to or waivers of provisions of this contract shall be valid only if they are in writing and duly signed by both parties.

F. In the event there is a revision of state regulations which might affect this agreement, all parties will review the contract and renegotiate those provisions necessary to bring it into compliance with the new regulations.

G. Subcontractors are subject to all requirements outlined in this agreement.

H. The Counties agrees to provide for a Fair Hearing and Grievance Procedure in conformance with Minnesota Statutes, Sections 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

VII. Non-Discrimination Statement: The CONTRACTOR will comply with:

A. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits

discrimination on the grounds of race, color, or national origin, and applies to any program or activity receiving federal financial aid.

- B. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex, or national origin and applies to all employers, including State and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor, which falls within one of these definitions, would, of course, be covered by Title VII.
- C. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally funded programs.
- D. The Age Discrimination in Employment Act of 1967, as amended which generally prohibits discrimination on the basis of age against persons 40 years of age and over.
- E. The Equal Pay Act of 1963 amended the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.
- F. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.
- G. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.
- H. The Americans with Disabilities Act of 1990 (P.L.101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.

IX Affirmative Action: The Contractor certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073.

- A. The Contractor agrees to comply with the requirements the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646), which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

- B. The Contractor agrees that program participants shall not be employed in the construction, operation or maintenance of that part of any facility, which is used for religious instructions or worship.
- C. The Contractor agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.
- D. The Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this agreement. The Contractor provides assurances to the Counties that it will comply with Health Information Portability and Accountability Act (HIPPA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Counties; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.
- E. The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties related to the subject matter hereof, as well as any previous agreements presently in effect between the Counties and the Contractor.

IN WITNESS WHEREOF, The Counties and Contractor have executed this contract as of the day and year first above mentioned:

FOR
WABASHA CO.
BOARD OF COMMISSIONERS

By _____
Board Chair


By _____
Director

Date _____

By _____
County Attorney

Date _____

FOR THE CONTRACTOR
Workforce Development, Inc.


Director

Date 12/5/23

FOR
MOWER CO. BOARD OF COMMISSIONERS

By _____
Board Chair


By _____
Director

Date _____

By _____
County Attorney

Date _____

FOR THE CONTRACTOR
Workforce Development, Inc.



Director

Date 12/5/22

FOR
HOUSTON CO. BOARD OF COMMISSIONERS

FOR THE CONTRACTOR
Workforce Development, Inc.

By _____
Board Chair

Director

By _____
Director

Date _____ 12/5/23

Date _____ 12/27/2023

By _____
County Attorney

Date _____ 1-2-2024

FOR
GOODHUE CO. BOARD OF COMMISSIONERS

By _____
Board Chair

By _____
Director

Date _____

By _____
County Attorney

Date _____

FOR THE CONTRACTOR
Workforce Development, Inc.


Director

Date 12/5/23

Houston County Agenda Request Form

Date Submitted: 1/4/2024

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:

Accept donation of \$138.65 from Winona County Fountdation on behalf of the Fastenal Blue Team Giving fund for Foster Care Children in Houston County.

Attachments/Documentation for the Board's Review:

Donation letter

Justification:

Action Requested:

Accept Donation

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

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



December 26, 2023

Houston County Human Services
304 S. Marshall St.
Caledonia, MN 55921

On behalf of the Winona Community Foundation, I am pleased to inform you of the following grant awarded to your organization.

Grantee:	Houston County Human Services
From:	Fastenal Blue Team Giving
Grant Amount:	138.65
Description:	Angel Giving Tree donation on behalf of Fastenal employees for foster children in Houston County.

It is not necessary to send a receipt for tax deduction purposes to the Winona Community Foundation or the fund advisors, as the deduction has already been given. However, you may wish to send a letter of appreciation to:

Donor(s):	Fastenal Blue Team Giving
Address:	2001 Theurer Boulevard, Post Office Box 978, Winona, MN 55987

When recognizing this gift in any printed or promotional communication from your organization such as donor listings or programs, please refer to the Fastenal Blue Team Giving Fund of the Winona Community Foundation.

By accepting this grant your organization certifies to the Winona Community Foundation that 1) the grant may not be used to satisfy the payment of a pledge or other personal or corporate financial obligation on behalf of the above-referenced fund advisor(s); and 2) no goods or services (memberships, tickets to events, benefits of a personal or corporate nature, etc.) will be provided to any individual or entities as a condition of this grant. Please note that "Fund Advisors" includes related persons as described in Section 4967 of the Internal Revenue Code. Should you be unable to utilize all or part of the grant funds for the charitable purpose stated above, please contact the Winona Community Foundation.

We wish you continued success. If you have any questions regarding this grant, please contact me at 507-454-6511 or email nbrown@winonacf.org.

Sincerely,



Nancy M. Brown, CRFE
President/CEO
Winona Community Foundation

Enclosure

111 Riverfront, Suite 2 East Annex Winona, MN 55987
Phone: 507-454-6511 Email: wcf@winonacf.org
winonacf.org

VOID

WINONA COMMUNITY FOUNDATION
GRANT DISBURSEMENT ACCOUNT
RIVERFRONT SUITE 2E
WINONA, MN 55987
(507) 454-6511

111295

12/26/2023

PAY TO THE ORDER OF Houston County Human Services

\$

***138.65

One hundred and thirty-eight dollars and 65/100*****

DOLLARS

Houston County Human Services
304 S. Marshall St.
Caledonia, MN 55921

VOID AFTER 90 DAYS
Two signatures required if over \$5000

[Signature]

MEMO

⑈ 1 1 1 2 9 5 ⑈ ⑈ 0 9 1 9 0 0 1 9 3 ⑈ 0 3 0 ⑈ 8 3 2 ⑈

WINONA COMMUNITY FOUNDATION - GRANT DISBURSEMENT ACCOUNT

Grant 12995 :: Fastenal Blue Team Giving
Angel Giving Tree donation on behalf of Fastenal employees for foster children in Houston County.

111295

138.65

12/26/2023

Total

138.65



111 Riverfront, Suite 2E
Winona, MN 55987



SAINT PAUL MN 550

27 DEC 2023 PM 1 L

RECEIVED

DEC 29 2023

Houston County
Public Health & Human Services

RECEIVED

DEC 29 2023

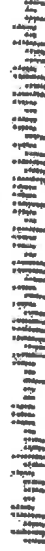
Houston County Services
Public Health & Human Services

Houston County Human Services

304 S. Marshall St.

Caledonia, MN 55921

55921-13899



**HOUSTON COUNTY
AGENDA REQUEST FORM
January 9, 2024**

Date Submitted: January 4, 2024

By: Tess Kruger, HRD/Facilities Mgr.

ACTION

NONE

APPOINTMENT REQUEST

NONE

HR CONSENT AGENDA REQUEST

Veterans Services Office

- **Reappoint Robert Thoen to a four-year term as the Veterans Services Officer, effective 01/25/2024 through 01/24/2028**

<u>Reviewed by:</u>	<input checked="" type="checkbox"/>	HR Director	<input checked="" 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 checked="" type="checkbox"/>	(indicate other dept)	<u>VSO</u>
	<input type="checkbox"/>	Environmental Svcs			
<u>Recommendation:</u>					
<u>Decision:</u>					

Houston County Agenda Request Form

Date Submitted: January 3, 2024

Board Date: January 9, 2023

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Authorization to use alternate method to disseminate bids and requests.

Attachments/Documentation for the Board's Review:

Copy of resolution is attached.

Justification:

This allows the Highway Department to use the County web site to advertise for transportation proposals related to construction and maintenance projects. It is cost effective and provides a better way to reach our bidders.

Action Requested:

Approve attached resolution.

For County Use Only			
Reviewed by:	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning Administrator
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (Indicate dept)	
Recommendation:			
Decision:			

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

RESOLUTION NO. 24-05

**AUTHORIZATION TO USE ALTERNATE METHOD TO DISSEMINATE
BIDS AND REQUESTS**

January 9, 2024

WHEREAS, Minn. Statute § 331A.03 Subd. 3(b), allows a county to use its website or recognized industry trade journals as an alternative to disseminate solicitations of bids, requests for information and requests for proposals;

THEREFORE, BE IT RESOLVED, by the Houston County Board of Commissioners, that the County of Houston will continue to use the Houston County website, www.co.houston.mn.us as an alternative means to disseminate solicitations of bids, requests for information, and requests for proposals for transportation related construction and maintenance projects.

BE IT FURTHER RESOLVED, that any dissemination by alternative means must be in substantially the same format and for the same period of time as a publication would otherwise be required under Minn. Statute § 331A.03 Subd. 3.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Polly Heberlein, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 9, 2024.

WITNESS my hand and the seal of my office this 9th day of January 2024.

(SEAL)

Polly Heberlein, Houston County Auditor/Treasurer

Resolution No. 24-06

RESOLUTION IN OPPOSITION TO REDESIGNING THE STATE FLAG AND SEAL

WHEREAS, the 2023 Legislature created a State Emblems Redesign Commission in the Laws of Minnesota , Chapter 62, Article 2, Section 118 the purpose of which is to redesign the official state flag and official state seal, and

WHEREAS, the Redesign Commission was charged with bringing recommendations on the redesign to the Legislature by no later than January 1, 2024, and

WHEREAS, the official seal of the State of Minnesota has remained unchanged since 1858; the current official state flag was created in 1957 with minor modifications done in 1983, and

WHEREAS, the official state flag and seal are not only symbols of our state, but also of our history and both the current official state flag and official state seal contain historical information on our farming background, Native American heritage and the co-existence that is part of the rich history of our state, and

WHEREAS, there is a substantial public cost associated with making this change that does not advance the public interest, including every deputy badge, seals in every courtroom and County Board Rooms across the state at substantial public expense, and

WHEREAS, the public reaction to the proposed designs has thus far been overwhelmingly negative.

NOW, THEREFORE, BE IT RESOLVED the Houston County Board of Commissioners hereby urges our legislative delegation and the Governor to reject the work of the State Emblems Redesign Commission.

BE IT FURTHER RESOLVED the Houston County Board of Commissioners hereby urges our legislative delegation and the Governor to retain the existing state seal and state flag as the official emblems for the State of Minnesota.

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

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Polly Heberlein, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 9, 2024.

WITNESS my hand and the seal of my office this 9th day of January 2024.

Polly Heberlein
Interim Auditor-Treasurer

Office of the Revisor of Statutes

Office of the Revisor of Statutes

2023 Minnesota Statutes

[Authenticate](#)  [PDF](#)

1.135 STATE SEAL.

Subdivision 1. **Purpose.** This section prescribes the design and states the historical symbolism of the Great Seal of the State of Minnesota.

Subd. 2. **Official seal.** The seal described in subdivision 3a is the "Great Seal of the State of Minnesota." When the seal, the impression of the seal, the scene within the seal, or its likeness is reproduced at state expense, it must conform to subdivision 3 and section 4.04. A seal, impression, scene, or likeness which does not conform to these provisions is not official.

[See Note.]

Subd. 3. **Design.** The design of the seal is as described in this subdivision.

(a) The seal is composed of two concentric borders. The outside forms the border of the seal and the inside forms the border for the illustrations within the seal. The area between the two borders contains lettering.

(b) The seal is two inches in diameter. The outside border has a radius of one inch and resembles the serrated edge of a coin. The width of the border is 1/16 of an inch.

(c) The inside border has a radius of three-fourths of an inch and is composed of a series of closely spaced dots measuring 1/32 of an inch in diameter.

(d) Within the area between the borders "The Great Seal of the State of Minnesota" is printed in capital letters. Under that is the date "1858" with two dagger symbols separating the date and the letters. The lettering is 14-point century bold.

(e) In the area within the inside border is the portrayal of an 1858 Minnesota scene made up of various illustrations that serve to depict a settler plowing the ground near the Falls of St. Anthony while he watches an Indian on horseback riding in the distance.

(f) For the purposes of description, when the area within the inside border is divided into quadrants, the following illustrations should be clearly visible in the area described.

(1) In the upper parts of quadrants one and two, the inscription "L'Etoile du Nord" is found on the likeness of a scroll whose length is equal to twice the length of the inscription, but whose ends are twice folded underneath and serve to enhance the inscription. The lettering is 7-point century bold.

(2) In quadrant two is found a likeness of a sun whose ambient rays form a background for a male Indian in loincloth and plume riding on horseback at a gallop. The Indian is sitting erect and is holding a spear in his left hand at an upward 60-degree angle to himself and is looking toward the settler in quadrant four.

(3) In quadrant one, three pine trees form a background for a picturesque resemblance of St. Anthony Falls in 1858.

(4) In quadrants three and four, cultivated ground is found across the lower half of the seal, which provides a background for the scenes in quadrants three and four.

(5) In quadrant three, a tree stump is found with an ax embedded in the stump and a period muzzleloader resting on it. A powder flask is hanging towards the end of the barrel.

(6) In quadrant four, a white barefoot male pioneer wearing clothing and a hat of that period is plowing the earth, using an animal-drawn implement from that period. The animal is not visible. The torso of the man continues into quadrant two, and he has his legs spread apart to simulate movement. He is looking at the Indian.

[See Note.]

Subd. 3a. **Official seal; May 11, 2024, and thereafter.** The Great Seal of the State of Minnesota is the design as certified in the report of the State Emblems Redesign Commission, as established by Laws 2023, chapter 62, article 2, section 118.

[See Note.]

Subd. 4. **Additional effects; size.** Every effort shall be made to reproduce the seal with justification to the 12 o'clock position. This section does not prohibit the enlargement, proportioned reduction, or embossment of the seal for its use in unofficial acts.

[See Note.]

Subd. 5. **Historical symbolism of seal.** The sun, visible on the western horizon, signifies summer in the northern hemisphere. The horizon's visibility signifies the flat plains covering much of Minnesota. The Indian on horseback is riding due south and represents the great Indian heritage of Minnesota. The Indian's horse and spear and the Pioneer's ax, rifle, and plow represent tools that were used for hunting and labor. The stump symbolizes the importance of the lumber industry in Minnesota's history. The Mississippi River and St. Anthony Falls are depicted to note the importance of these resources in transportation and industry. The cultivated ground and the plow symbolize the importance of agriculture in Minnesota. Beyond the falls three pine trees represent the state tree and the three great pine regions of Minnesota; the St. Croix, Mississippi, and Lake Superior.

[See Note.]

Subd. 6. **State's duties.** State agencies and departments using the seal, its impression, or its likeness shall make every effort to bring any seal, impression, or likeness currently fixed to a permanent object into accordance with this section and section [4.04](#). Expendable material to which the seal in effect prior to May 11, 2024, or any impression, scene, or likeness of that seal is currently affixed may be used until the supply is exhausted or until January 1, 2025, whichever occurs first. All unused dies and engravings of the Great Seal shall be given to the Minnesota Historical Society, along with all historical information available about the seal, to be retained in the society's permanent collection.

[See Note.]

History: [1983 c 119 s 1](#); [1987 c 384 art 1 s 1](#); [2023 c 62 art 2 s 1-4](#)

NOTE: The amendments to subdivisions 2, 4, and 6 by Laws 2023, chapter 62, article 2, sections 1, 3, and 4, are effective May 11, 2024. Laws 2023, chapter 62, article 2, sections 1, 3, and 4, the effective dates.

NOTE: Subdivisions 3 and 5 are repealed by Laws 2023, chapter 62, article 2, section 133, effective May 11, 2024. Laws 2023, chapter 62, article 2, section 133, the effective date.

NOTE: Subdivision 3a, as added by Laws 2023, chapter 62, article 2, section 2, is effective May 11, 2024. Laws 2023, chapter 62, article 2, section 2, the effective date.

Official Publication of the State of Minnesota
Revisor of Statutes



Date: January 4, 2024

To: Houston County Commissioners & Staff

From: Allison Wagner, Houston County EDA

RE: Reappointing EDA Board members and appointing new Citizens Exploratory Committee member

Recommendation: The EDA Board of Directors passed a motion on January 3, 2024 to recommend that the Houston County Commissioners accept the resignation of Joe Thesing from the Root River Trail Extension Citizens Exploratory Committee (bike trail committee) and thank him for his service. Joe needed to resign due to a conflict with his schedule, but is still willing to help the committee in the future as needed. The EDA board unanimously passed a motion to recommend that the Commissioners appoint Jason Kraft to serve on the Root River Trail Extension Citizens Exploratory Committee on behalf of Houston County. Jason has been attending meetings and is interested in serving on the committee. The EDA Board of Directors passed a motion on January 3, 2024 to recommend that the Houston County Commissioners reappoint Joe Thesing and Matt Schuldt to the Economic Development Board.

Action Required: Consider accepting the resignation of Joe Thesing from the Root River Trail Extension Citizens Exploratory Committee (bike trail committee) and thank him for his service. Consider appointing Jason Kraft to serve on the Root River Trail Extension Citizens Exploratory Committee on behalf of Houston County. Consider reappointing Joe Thesing and Matt Schuldt to the Economic Development Board. Their three year term will expire on 12/31/2026. (Wagner)

2024 Board Committee Assignments

Committee	D1. Severson	D2. Johnson	D3. Burns	D4. Schuldt	D5. Myhre
Community Services Standing Committee	X		X		
Land Use/Public Works Standing Committee		X		X	
Finance Standing Committee	X		X		
Personnel/Negotiating Committee	X	X			
ADA Compliance Committee	X	X			
Airport Commission			X		X
Canvassing Board (TBD-2 not up for election)					
Child Mortality Review Team	X				
CJC Safety Committee			X		
Courthouse Closure in Emergency/Wx Committee		X			
CJCC Committee			X	A	
Parks Committee	X				X
Planning Commission		A			X
Safety Committee			X		
AMC District IX Committee - Environmental and Natural Resources		X			
AMC District IX Committee - Transportation	X				
AMC District IX Committee - Human Services				X	
AMC District IX Committee - General Government					X
AMC District IX Committee - Public Safety			X		
AMC Delegate Assembly	X	X	X	X	X
Bear Creek Watershed Committee					X
Bluff Country MN Multi-County Housing and Redevelopment Authority (JPC)			X		
Board of Health (JPC w/Fillmore Co)	X	X	X	X	X
CHS Advisory Committee - aka Nursing Task Force			X		
Community Health Services Delegate (SCHSAC)	X				
Economic Development Authority Board		X			X
Extension Committee		X			X
Family Services Collaborative (JPC) - Governing Council			X		
Hiawatha Valley Mental Health Center Board	A		X		
Jail/Operations Review	X			X	
La Crosse County Solid Waste Policy Board	X			A	
MCIT Voting Delegate			X	A	
One Watershed, One Plan		X			A
Southeastern MN Emergency Medical (JPC)				X	
Southeast MN Regional Emergency Communications Board (JPC)	X			A	
SELCO Board of Directors		A	X		
Semcac		A	X		
Southern MN Tourism Association (SMTA)	X				
7 Rivers Alliance	X	X	X	X	X
SMART (TRAILS)	A	X			
Township Officers Association					
Water Planning Committee		X		X	X
Workforce Development	X				
Soil & Water - WINLAC	X			A	