

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

Date: February 13, 2024

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Dewey Severson, Eric Johnson, Bob Schuldt, and Greg Myhre

Others Present: Interim Auditor/Treasurer Polly Heberlein, Reporter Charlene Selbee, Reporter Rose Korabek, Finance Director Carol Lapham, Recorder Mary Betz, Public Health and Human Services Director John Puleasa, Recorder Mary Betz, Assessor Luke Onstad, and Appraiser Joe Olson

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Severson, seconded by Commissioner Schuldt, motion unanimously carried to approve the meeting minutes from February 6, 2024.

Public Comment:

John Bell from Caledonia said he was “more than surprised” by the increase in his taxes. He said he understood the need for Houston County to have adequate funds to operate successfully. He said there were programs to help taxpayers, and suggested Houston County do more to notify every taxpayer of the programs available. Finance Director Lapham said information on the programs available were on the back of property tax statements that were sent out.

### **APPOINTMENTS**

None.

### **CONSENT AGENDA**

None.

### **ACTION ITEMS**

None.

## DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended including an Emergency Communications and Land Use meeting.

Public Health and Human Services Director Pogleasa gave the board some updates. He said the County would be receiving funds for homeless prevention for families and affordable housing. He said his department was working with Semcac and EDA to look at ways to best use the funds.

There being no further business at 9:38 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 workgroup session on February 20, 2024.

## BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Eric Johnson, Chairperson

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

## PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: February 20, 2024

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present:

Interim Auditor/Treasurer Polly Heberlein, Finance Director Carol Lapham, Sheriff Brian Swedberg, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, Public Health Supervisor Jordan Knoke, Human Resources Director Theresa Arrick-Kruger, Recorder Mary Betz, Engineer Brian Pogodzinski, Sheriff Brian Swedberg, and Chief Deputy Bill Hargrove

### Board Workgroup Session

Public Health and Human Services Director Pugleasa, Public Health Supervisor Knoke, and Human Resources Director Kruger spoke to the board about the possibility of using some Covid money that the County had received for immunization clinics to renovate the public health space. Roughly \$330,000 was still unused. The funds needed to be used for something related to public health. One idea was to update the clinical space to accommodate more people and possibly remove a wall. Pugleasa and Kruger said they would work with Collaborative Design Group to look at some options for the space.

Engineer Pogodzinski discussed upcoming agenda items with the Commissioners.

Sheriff Swedberg told the Commissioners he wanted to meet with the board members serving on the finance committee regarding possibly paying some of the vehicles off that were being leased from Enterprise. Sheriff Swedberg said the Sheriff's Posse had paid for electricity to the Sheriff's shed as they had wanted to use the electricity for charging, but the shed did not have a lot of room. He said he had helped them rearrange things in the shed, but more room was still needed.

Sheriff Swedberg told the board he had watched the latest Planning Commission meeting and had some concerns about the proposed ordinance for a No Wake Zone near the West Channel of the Mississippi River. Swedberg said there were some things that were said at the meeting that were misleading. He said the ordinance would be hard to enforce. Sheriff Swedberg said his office did not receive regular complaints about the issue or damage. He suggested that the Commissioners do some sort of a study before adopting the ordinance to see how much boat traffic there was in the area, and if there was truly a need.

The meeting ended at 10:11 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

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

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



# 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: February 21, 2024 for February 27, 2024

Person requesting appointment with County Board: Danielle DeVito, MDA

**Issue:**

Present information regarding upcoming spongy moth treatments (formerly gypsy moth) in Houston County.

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

Treatment Block Maps (1-3), Treatment Overview, SPLAT FAQs, MN Spongy Moth Brochure

**Justification:**

**Action Requested:**

Appointment requested for informational purposes only.

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

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

# SPONGY MOTH



ADULT MALE  
DAYTIME FLIER

PUPA  
PUPATES FOR 2 WEEKS



LATE INSTAR LARVA FEEDS 5-6 WEEKS



ADULT FEMALE WITH EGG MASS



SPONGY MOTH HITCHHIKING  
ON A PICNIC TABLE



MULTIPLE SPONGY MOTH  
LIFE STAGES ON A TREE

## These are NOT Spongy Moth:

- Caterpillars that make tents or webs
- Late instar caterpillars without 5 pairs of blue and 6 pairs of red dots
- Caterpillars that feed in the fall
- Adult moths that feed or are attracted to light



EASTERN TENT  
CATERPILLAR



FALL WEBWORM



FOREST TENT  
CATERPILLAR

*Lymantia dispar*

## What is a Spongy Moth?

The spongy moth (*Lymantia dispar*) is a leaf-feeding insect that belongs to the order Lepidoptera (butterflies and moths). It was imported to Massachusetts from Europe in 1869 in a failed attempt to cross-breed with the silk worm for a more cold-hardy hybrid. The moths escaped, headed for a more cold-hardy hybrid. The moths their way through New England's forests and infesting urban trees. With the ability to feed and survive on over 300 tree and woody plant species and leaving natural enemies behind in Europe, spongy moth now ranks as one of the most destructive invasive pests to trees and shrubs in the U.S.

## Is Spongy Moth in Minnesota?

Spongy moths have started making their way into Minnesota as the invasion front pressure pushes eastward from western Wisconsin. Minnesota's Lake and Cook counties were the first to be quarantined for spongy moth in 2014. Quarantines are laws which make it illegal to move items that may contain plant pests. The invaders will continue to move westward, but not without a fight!

Minnesota participates in a national spongy moth program called Slow the Spread (STS). STS targets spongy moth with early detection trapping and follow-up treatments. The program significantly delays the spread and establishment of the pest as well as the costs and burdens associated with management once it is established.

Each year the Minnesota Department of Agriculture sets ~20,000 pheromone (female scented) traps designed to capture male moths. This is an extremely effective method to detect small and otherwise undetectable start-up populations. Minnesota has treated over 150 start-up populations since 1980, many of which were traceable to human transportation of infested materials.



**mn** DEPARTMENT OF AGRICULTURE

In accordance with the Americans with Disabilities Act, this information is available in alternative forms of communication upon request by calling 651-201-6000. TTY users can call the Minnesota Relay Service at 711. The MDA is an equal opportunity employer and provider.

## For More Information



Report a Pest  
888-545-6684 (toll free)  
reportapest@state.mn.us  
mda.state.mn.us/reportapest

Spongy Moth Brochure 2012.mda



## Why is Spongy Moth a Problem?

- Spongy moths are among North America's most destructive, non-native, invasive forest insect pests. They defoliate millions of acres of forests and urban trees annually.
- Each spongy moth egg mass will produce up to 1,000 new caterpillars. During an outbreak, millions of hungry caterpillars are feeding and consuming massive amounts of foliage, placing enormous stress on trees. Defoliated trees are more susceptible to disease and other insects that may ultimately kill them. Defoliation destroys habitats for mammals and birds.
- All of this feeding is very noisy and fouls the environment with a layer of droppings and shed skins before the caterpillars pupate.
- Female spongy moths deposit egg masses on the nearest available surface. This includes outdoor recreation equipment, grills, lawn chairs, vehicles, tents, and firewood. This allows them to easily hitchhike to new areas.

## If You Find a Trap, Remember...



- Don't disturb the trap. Survey traps are our BEST early detection system for finding spongy moths before they damage our trees.
- "Delta" traps are not toxic to humans or pets, but they contain a sticky substance inside that the moths get stuck in.
- "Milk carton" traps are designed to trap high numbers of moths. They contain a pesticide strip that kills the moths when they enter.

If you spot spongy moth caterpillars, pupae, adults, or egg masses—

## Eggs

Eggs are laid in a fuzzy, buff-colored, spongy mass about the size of a quarter. Each egg mass contains an average of 500–1,000 eggs. Eggs are laid starting in late summer or fall and hatch the following spring. Egg masses may be laid on tree trunks, logs, under tree wraps, wheel wells, or on almost any available surface.

## Caterpillar (larva)

This is the only damaging stage. The caterpillars are voracious feeders and can grow to 2" in length. The older, larger caterpillars have five pairs of blue spots and six pairs of rusty red spots along their backs. They typically feed in the treetops at night but migrate down the trunk to the ground each day.

## Pupa (cocoon)

The pupa is an immobile stage during which the caterpillar changes into an adult moth. Pupae may wiggle if they are disturbed, but left alone they will appear still as the change occurs. They are dark, reddish brown, and leathery. Pupae attach themselves to a vertical surface with strands of silk. They are usually found in crevices on tree trunks or on larger branches. Pupae may also be found buried in leaf litter, attached to the sides of houses, under picnic tables, or on almost any available surface. Female pupae are larger than male pupae.

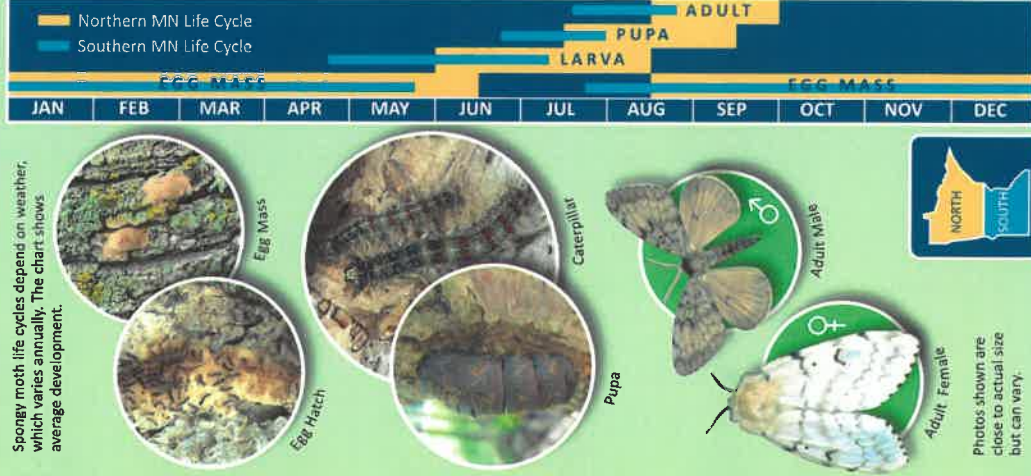
## Adult (winged moth)

ADULT MOTHS emerge in mid-summer and they do not feed—their sole purpose is to mate.

**FEMALES** are 1-2" long with tan bodies and cream-colored wings that have dark zig-zag patterns and a distinct "comma" marking on each wing. The feathered antennae are less pronounced than males. They do not fly because they are too heavy (full of eggs). Females emit a scent (pheromone) to attract a mate. Scientists have been able to mimic this scent, using it to trap male moths and to conduct mating disruption treatments.

Males are smaller than the females, brownish gray, have feathered antennae, and fly during the day. Males also have dark zig-zag patterns and a distinct "comma" marking on each wing.

Spongy moth life cycles depend on weather, which varies annually. The chart shows average development.



Photos shown are close to actual size but can vary.

Note the exact location. Take a digital photo if possible.

Immediately Report a Pest

## What is a Spongy Moth Quarantine?

Areas are quarantined for spongy moth once the moths have invaded and become permanently established. Spongy moth quarantines are intended to slow the human-assisted or artificial spread of spongy moth from infested to non-infested areas. The quarantine makes it illegal to transport potentially infested items (such as logs, firewood, nursery stock, campers, and picnic tables) from the quarantined area to a non-quarantined area without first taking appropriate actions. For the general public, self-inspection of items that could be harboring spongy moth and removal of all spongy moth life stages is required prior to moving items to a non-quarantined area.

## What Can I Do?

### Self-Inspect for "Hitchhikers":

- Become familiar with all spongy moth life stages and the timing of their annual life cycle.
- Know which counties of Minnesota and the rest of the United States are quarantined for spongy moth. Lake and Cook counties were the first in Minnesota to be quarantined for spongy moth in 2014. Other states that have quarantines include Connecticut, Delaware, Illinois, Indiana, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, and Wisconsin.
- Don't let spongy moth hitch a ride! Before leaving a quarantined county or area, always self-inspect outdoor household articles, equipment, vehicles, etc. Remove and destroy any spongy moth life stages you find before traveling to non-quarantined areas.
- Report suspect spongy moth life stages:



mid.state.mn.us/reportapest  
reportapest@state.mn.us



## *Frequently Asked Questions*

### *What Is SPLAT GM-O?*

SPLAT GM-O is an organic, biodegradable formulation for the control of Gypsy Moth (*Lymantria dispar*) using Mating Disruption. It is made entirely of food grade materials and has the consistency of hand cream. SPLAT GM-O uses pheromone, an effective and safe method to control Gypsy Moth without impacting other insects, mammals or the surrounding environment.

### *What Are Pheromones?*

Pheromones are natural compounds that insects use to communicate, similar to the way humans use language. Applying pheromone to a field confuses the insects, removing their ability to mate and controlling populations in a completely non-lethal manner.

### *What Is Mating Disruption?*

Mating disruption is a mechanism for insect control that utilizes species-specific pheromones to disrupt the life cycle of insects. Confusing insects and removing their ability to mate controls populations without the use of toxic chemicals.

### *How Will SPLAT GM-O Be Applied?*

SPLAT GM-O is almost always applied aurally. Airplanes or helicopters flying 100 to 200 feet above treetops will spray SPLAT GM-O over areas where gypsy moth control is desired.



National Institute of  
Standards and Technology



A NIST, NIH, USDA, NSF, US Air Force, US Army, and Vodafone research award recipient company

## *How Much SPLAT GM-O Will Be Used?*

For control of Gypsy Moth, doses of active ingredient (pheromone) can range from a low of 3 grams per acre to a high of 30 grams per acre. Most frequently, it is applied at a dose of 6 grams per acre, which equates to 46 grams of SPLAT GM-O. This is less than a cup of SPLAT GM-O being spread over an acre of forest per year to control Gypsy Moth.

## *Is SPLAT GM-O Harmful To Humans Or Animals?*

No, SPLAT GM-O is completely harmless to humans and animals. All of the ingredients in SPLAT GM-O are listed by the Environmental Protection Agency (EPA) as safe and have been approved for food use. Should you, your children and/or pets come in contact with SPLAT GM-O, simply wash the affected area with soap and water. Clothing can be cleaned with hot water and laundry detergent.

## *Is SPLAT GM-O Harmful To The Environment?*

No, SPLAT GM-O is completely harmless to the environment. SPLAT GM-O is a biodegradable formulation specifically targeted at the Gypsy Moth. It will not affect other insects or wild life.

## *Is SPLAT GM-O Organic?*

Yes, SPLAT GM-O is certified organic under the USDA's National Organic Program. In 2017, ISCA also expects to receive organic certification from the Organic Materials Review Institute (OMRI).

## *What If SPLAT GM-O Lands on My Car or Lawn?*

SPLAT GM-O will not harm the paint of your car. If you notice SPLAT GM-O droplets on your car, wash it with a mild detergent and water like you would with road grime. SPLAT GM-O will not harm your lawn and will immediately start biodegradation into the soil.

ISCA TECHNOLOGIES, INC.

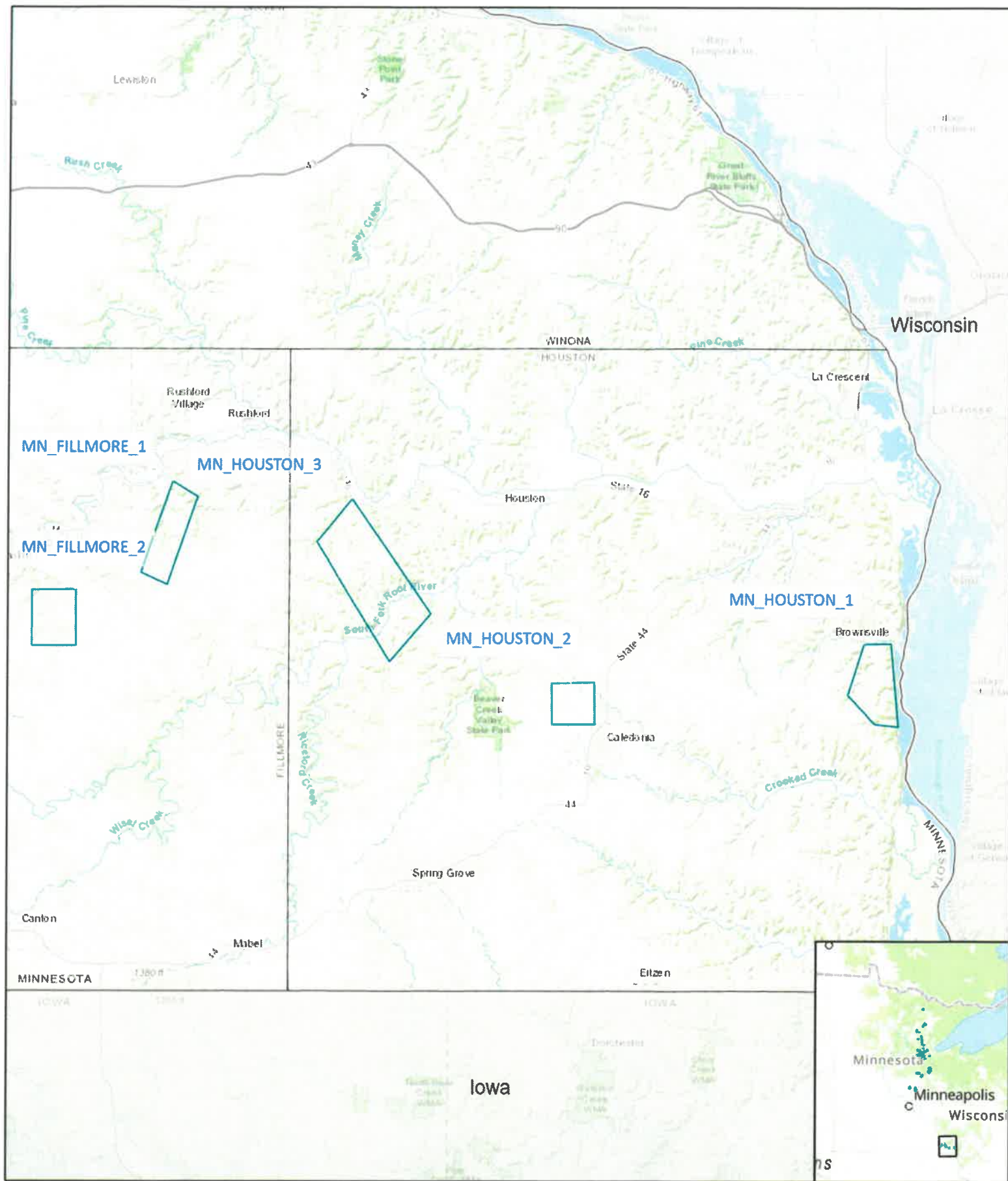
1230 Spring Street, Riverside, California 92507, U.S.A.

[www.iscatech.com](http://www.iscatech.com) Tel: (951) 686 5008 Fax: (815) 346 1722 E-mail: [info@iscatech.com](mailto:info@iscatech.com)

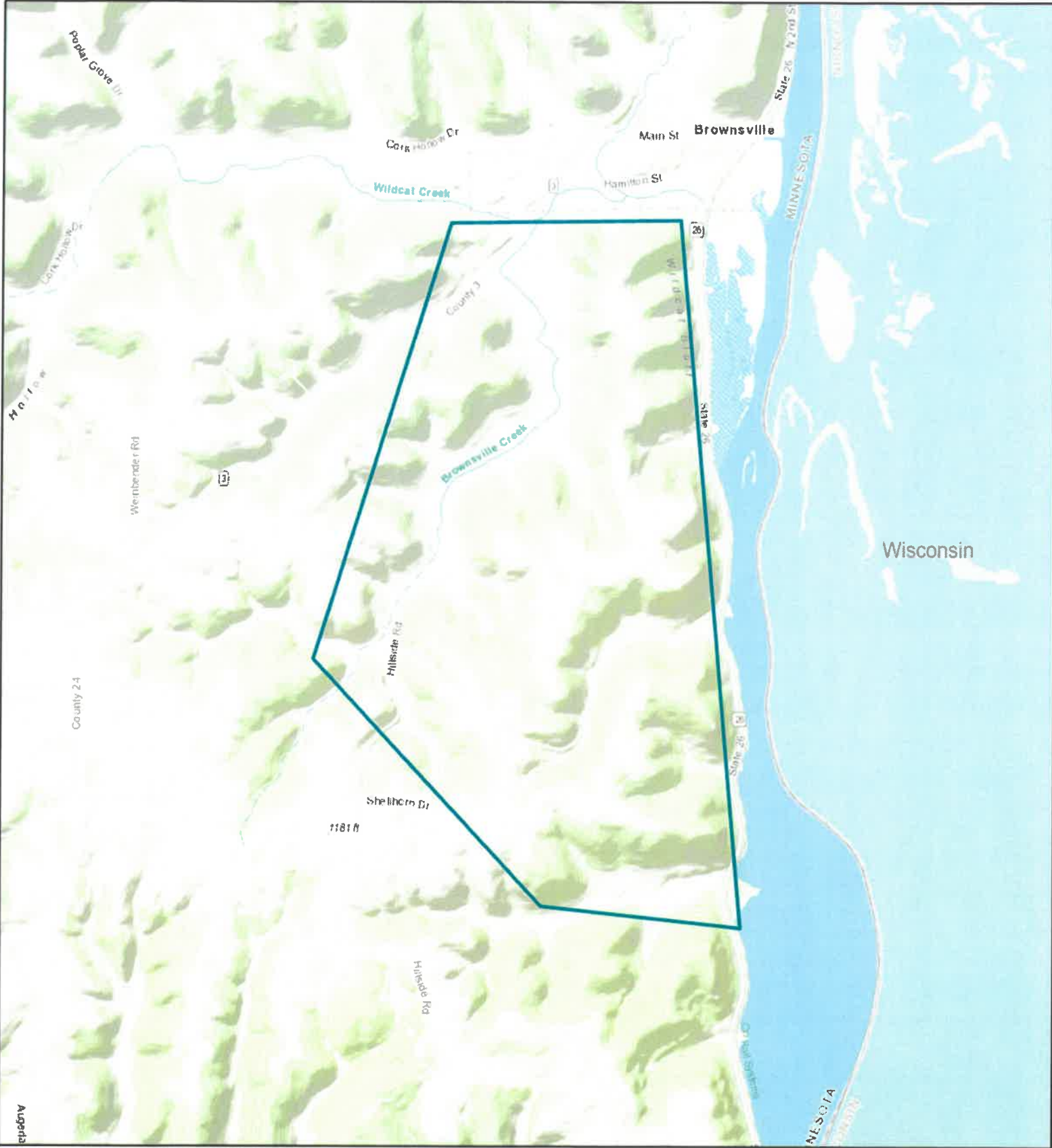
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# Proposed Spongy Moth Treatments 2024



# Proposed Spongy Moth Treatments 2024



**mn** DEPARTMENT OF AGRICULTURE

Author: E Borchardt  
Date: 1/25/2024  
MN Dept. Ag & STSS Foundation



Blockname: MN\_HOUSTON\_1  
2637 acres

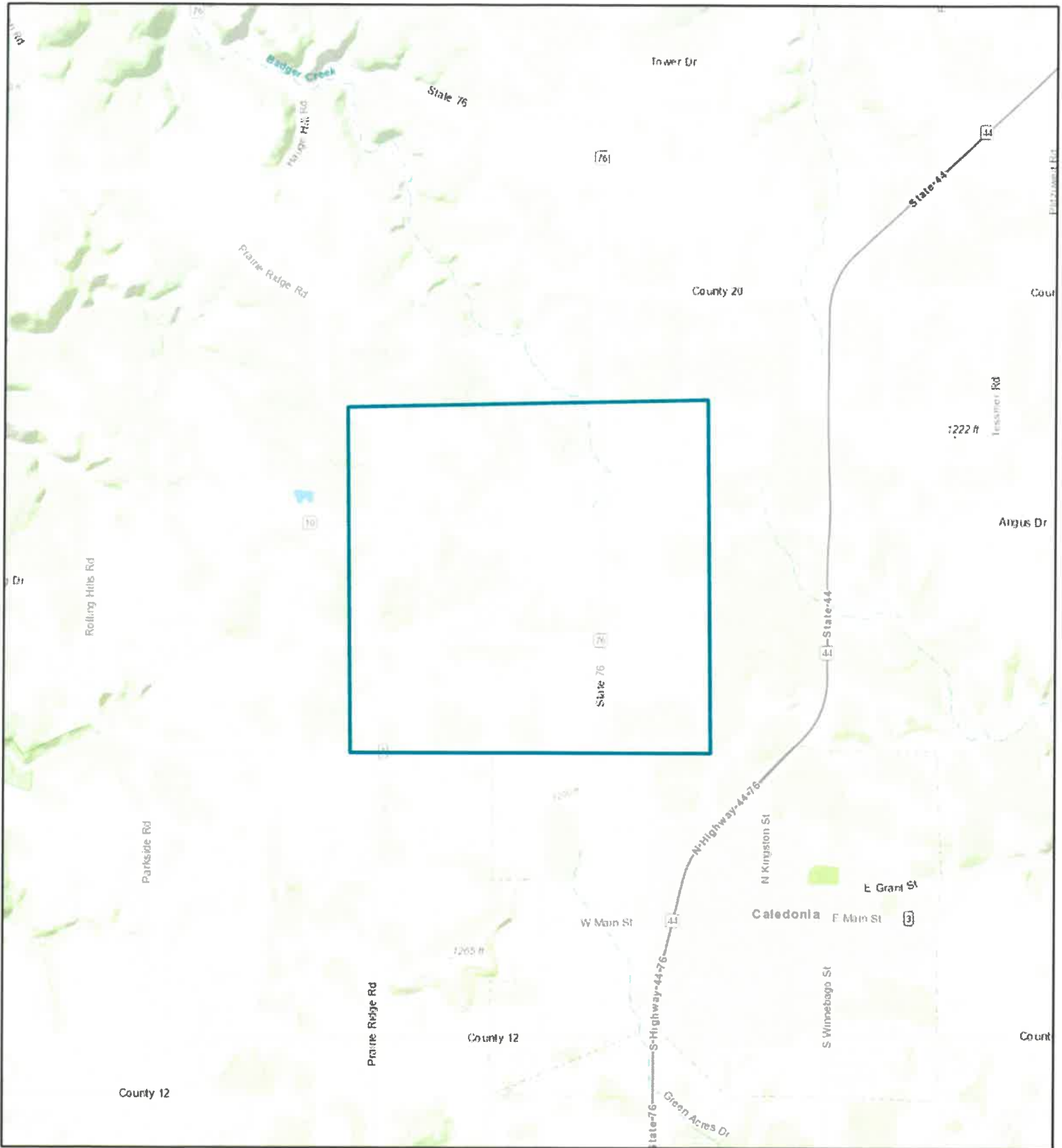
0 1 2 Miles

Scale: 1:50,000

Treatment Type

- MD
- BTK
- BTK-MD

# Proposed Spongy Moth Treatments 2024



**mn** DEPARTMENT OF AGRICULTURE

Author: E Borchardt  
Date: 1/25/2024  
MN Dept. Ag & STSS Foundation



Blockname: MN\_HOUSTON\_2  
1546 acres

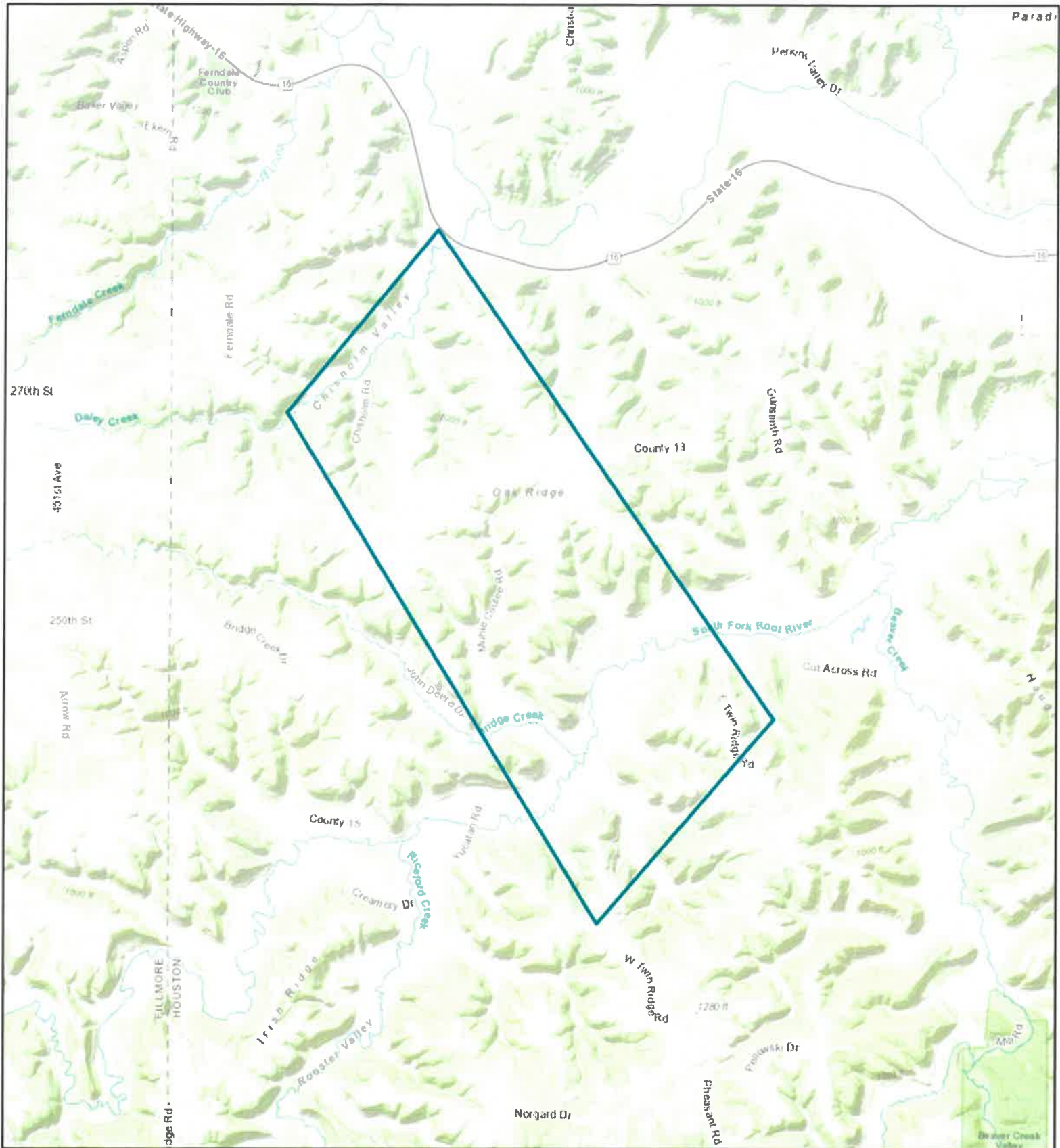
0 1 2 Miles  
Scale: 1:50,000

Treatment Type

- MD
- BTK
- BTK-MD



# Proposed Spongy Moth Treatments 2024



Blockname: MN\_HOUSTON\_3  
7077 acres

Treatment Type

- MD
- BTK
- BTK-MD

Author: E Borchardt  
Date: 1/25/2024  
MN Dept. Ag & STSS Foundation



0 2.25 4.5 Miles  
Scale: 1:100,000

# Houston County

## Agenda Request Form

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**Date Submitted:** February 22, 2024 for February 27, 2024

**Person requesting appointment with County Board:** Martin Herrick

**Issue:**

Approval/denial of No Wake Zone Ordinance for a portion of the West Channel of the Mississippi River.

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

Public Notices and Draft Ordinance

**Justification:**

Planning Commission recommended approval with the stipulation that the City of La Crescent take on the financial responsibility of signage/buoys (see unapproved minutes).

**Action Requested:**

Final approval/denial by BOC.

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

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

COUNTY OF HOUSTON  
NOTICE OF PUBLIC HEARING AND INTENT TO ADOPT AN ORDINANCE

PLEASE TAKE NOTICE:

That a public hearing, pursuant to Minnesota Statutes 394.26, to consider adopting a No Wake Zone by ordinance, will take place during the Houston County Board of Commissioner's meeting on Tuesday, February 27, 2024, at 9:20 a.m. in the Commissioner's Room, Houston County Historic Courthouse, located at 304 South Marshall Street, Caledonia, Minnesota.

Houston County is seeking to enact an Ordinance relating to the regulation of boats in the Mississippi River commencing at the "West Channel Bridge" and concluding at the main channel entrance for the west backwater channel near River Mile 699, within the boundaries of Houston County, Minnesota. Copies of the proposed Ordinance are available for viewing online at:

<https://www.co.houston.mn.us/departments/zoning-planning/?mdocs-file=7803>. Hard copies can be requested from the Zoning Office, located at 304 South Marshall Street - Room 209, Caledonia, Minnesota or viewed during regular office hours at the Auditor's Office, located at 304 South Marshall Street - Room 116, Caledonia, Minnesota.

All persons having an interest in the matter are invited to attend the hearing. The meeting will be accessible to public participants in person or via our conference call line at 312-626-6799 and entering meeting ID: 994 7297 7175 and password 368422. Public attendees are requested to mute their line until addressed.

HOUSTON COUNTY ENVIRONMENTAL SERVICES

By Martin Herrick  
Zoning Administrator

ADV: February 14, 2024

COUNTY OF HOUSTON  
NOTICE OF PUBLIC HEARING AND INTENT TO ADOPT AN ORDINANCE

PLEASE TAKE NOTICE:

That a public hearing, pursuant to Minnesota Statutes 394.26, will be held on Thursday, January 25, 2024, at 5:20 p.m. in the Commissioner's Room, Houston County Historic Courthouse, located at 304 South Marshall Street, Caledonia, Minnesota.

The Planning Commission will discuss recommending adoption of the proposed No Wake Zone Ordinance related to the regulation of boats in the Mississippi River commencing at the "West Channel Bridge" and concluding at the main channel entrance for the west backwater channel near River Mile 699, within the boundaries of Houston County, Minnesota. Copies of the proposed Ordinance are available for viewing online at: <https://www.co.houston.mn.us/ordinances/?mdocs-file=7803>. Hard copies can be requested from the Zoning Office, located at 304 South Marshall Street - Room 209, Caledonia, Minnesota or viewed during regular office hours at the Auditor's Office, located at 304 South Marshall Street - Room 116, Caledonia, Minnesota.

HOUSTON COUNTY PLANNING COMMISSION

By Martin Herrick  
Zoning Administrator

ADV: January 10, 2024

## **HOUSTON COUNTY ORDINANCE NO. 16**

An Ordinance relating to the regulation of boats in the Mississippi River commencing at the "West Channel Bridge" and concluding at the main channel entrance for the west backwater channel near River Mile 699, within the boundaries of Houston County, Minnesota.

The County of Houston does ORDAIN and ENACT the Houston County "One-Hundred (100) Foot No-Wake" Ordinance.

**Section 1.** The following words and phrases, when used in this ordinance, have the following meanings:

1. "Boat" is any watercraft as defined in Minnesota Statutes 86B.005, Subd. 18.
2. "Motorboat" means any boat propelled by machinery as defined in Minnesota Statutes 86B.005, Subd. 9.
3. The Mississippi River between Mile 698 and Mile 699 and all bodies of water that, together with their connecting channels, are a part of the Mississippi River located within the County of Houston, State of Minnesota. A map thereof is on file in the Office of the Houston County Engineer, the Houston County Auditor, and is attached to the original draft of this ordinance.
4. "Person" includes an individual, partnership, association, corporation, or any body of persons.
5. "Slow-Minimum Wake Speed" means operation of a motorboat at less than planing speed whereby the wash or wake created by the motorboat is minimal and, in no case, a speed of more than five (5) miles per hour.
6. "West Channel Bridge" refers to the Highway 14/61 bridge across the west backwater channel of the Mississippi at the Minnesota-Wisconsin state line and adjacent to the DNR Sportsman's Boat Landing.

**Section 2.** In the interest of public health, safety, and general welfare, the following regulations are imposed upon all motorboats operated, placed, or maintained in the Mississippi River between Mile 698 and Mile 699 being that part of the Mississippi River and its connecting channels within the boundaries of Houston County, Minnesota.

1. No person shall operate a motorboat at greater than a slow-minimum wake speed within one-hundred (100) feet of the shore in the west backwater channel of the Mississippi River between the "West Channel Bridge" near River Mile 698 and the main channel entrance near Mile 699.
2. Motorboats utilized by government agencies and rescue craft while on official business shall be exempt from the provisions of this ordinance.

**Section 3.** The Sheriff of Houston County is authorized and directed to inform the public by official notification, as well as by posting and buoying the west backwater channel of the Mississippi River between the “West Channel Bridge” near River Mile 698 and the main channel entrance near Mile 699. The Houston County Sheriff's Office and Minnesota Conservation Officers are authorized and entitled to enforce the provisions of this ordinance.

**Section 4.** Penalties. Any person who shall violate any of the provisions of this ordinance shall be guilty of a misdemeanor.

**Section 5.** Effective Date. This ordinance shall become effective upon its passage and publication as required by law.

ADOPTED by the Houston County Board of Commissioners this 27<sup>th</sup> day of February 2024.

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Houston County Board Chair

Attest: \_\_\_\_\_  
Houston County Auditor/Treasurer



# Houston County, Minnesota

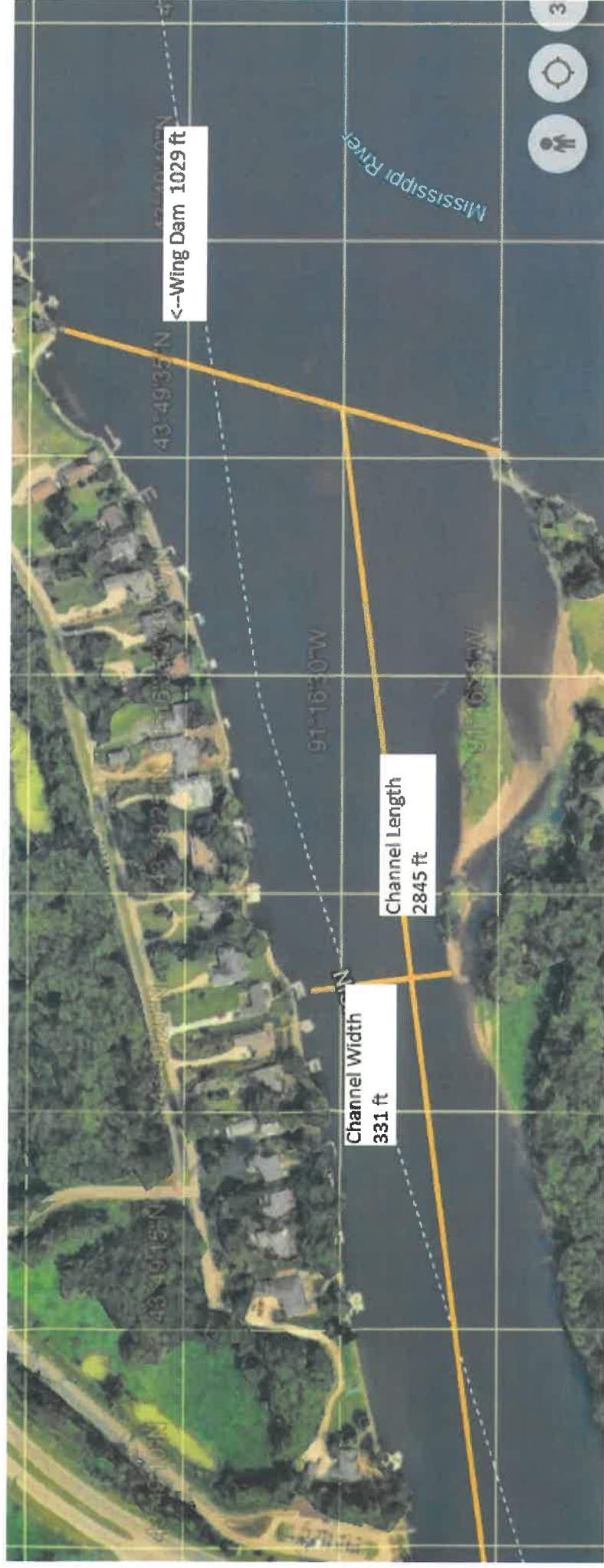
## MAP LEGEND

100ft Proposed  
No Wake Zone

0 1,000 ft

The information on this page represents current data from a working file which is updated continuously. Its accuracy cannot be guaranteed. No warranty, expressed or implied, is provided for the data herein, or its use. Houston County digital cadastral data are a representation of recorded plats and surveys for use within the Geographic Information System for purposes of data access and analysis.



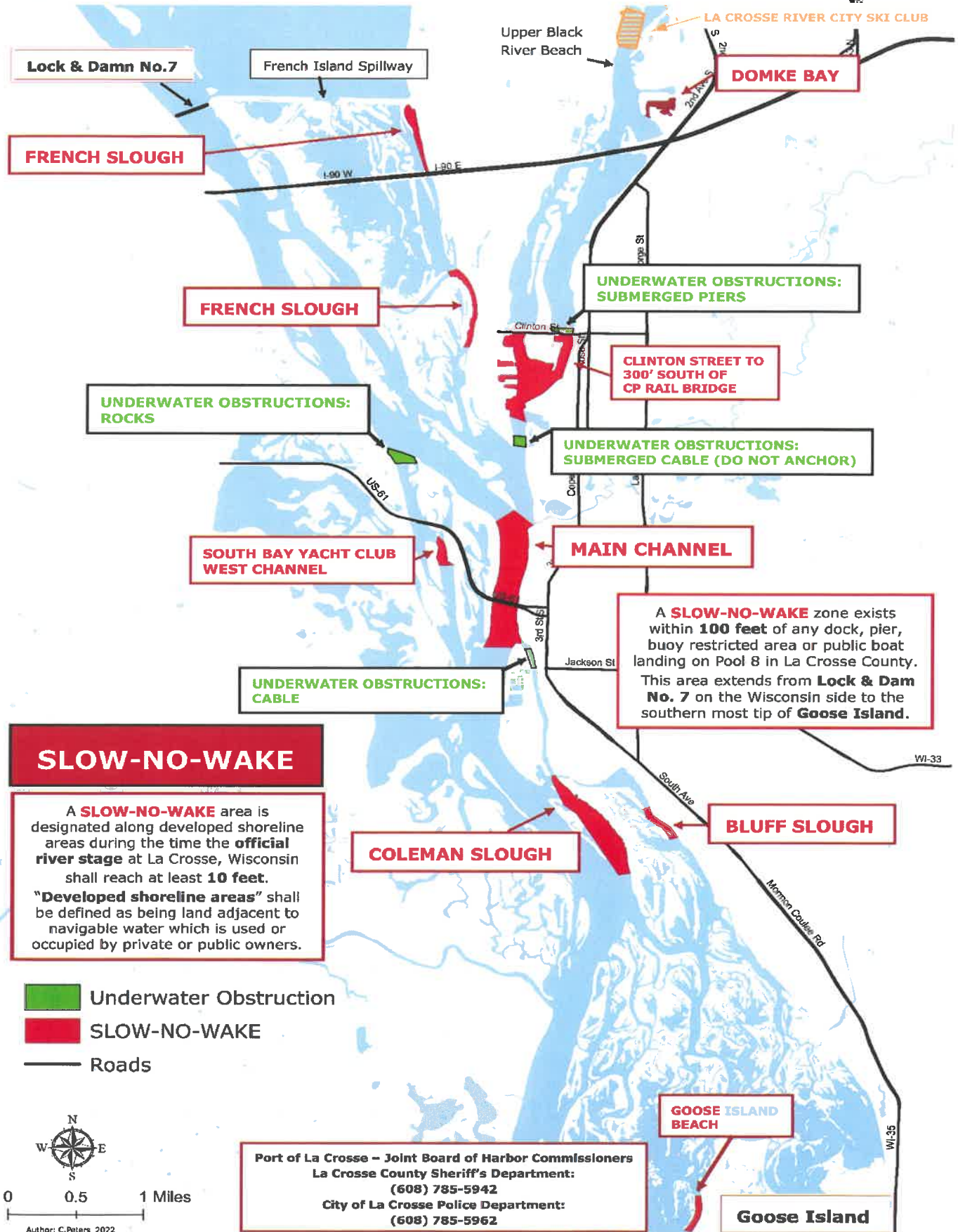




# LA CROSSE COUNTY & CITY OF LA CROSSE POOL 8 BOATING REGULATIONS

SECTION 30.80 & 30.81 LA CROSSE COUNTY CODE (Repealed & Recreated #14-90)  
SECTION 48-29 SPECIAL SPEED RESTRICTIONS LA CROSSE MUNICIPAL CODE

Updated April 2022



Commissioner ,

I am writing to Thank you for reconsidering the No Wake Zone for the Shore Acres Road section of the Mississippi River West Channel, and to strongly encourage you to vote to establish the ordinance, as approved by the Minnesota DNR.

The concern Shore Acres' residents have for the general safety and well-being of all who use that section of the West Channel is well-documented and does not require a detailed review at this time. Rather, I would like to address questions discussed during the October 3, 2023 Board meeting, the first of which focused on the 100 foot restriction. While the 100 foot limit may not be the perfect solution, I believe it is a compromise that will be far better than doing nothing, and will have a significant impact on raising boater awareness of speed and wakes, creating a safer environment for all using and living on that stretch of the river.

Questions were also asked around enforcement of the ordinance. As is the case with existing no wake zones on the Wisconsin side of the river, it is not reasonable to expect law enforcement boat patrols to provide total coverage and presence, similar to law enforcement of speed limits on our highways. However, the vast majority of boaters observe existing no wake zones as posted, whether or not boat patrols are present. One additional area of concern raised during the October Board meeting centered on expense. To that concern, I would like the Board to consider that the cost of doing nothing could be far greater than the expense required for signage, if the ordinance prevents a serious, or even tragic, accident. Once established, I am confident an affordable solution can be found.

Thank you again for your consideration of the No Wake Zone Ordinance, and for your ongoing service and commitment to the residents of Houston County.

February 22, 2024

County Commissioners  
Via Marty Herrick  
Environmental Service Director  
Houston County  
Caledonia, MN

This letter is in support of the proposed no-wake ordinance for the Minnesota side of the West Channel that abuts the properties along Shore Acres Road.

Two major issues are (1) safety and (2) erosion especially during periods of high river water.

Over the recent years, boats and engines using the West Channel have gotten larger and faster. Further, traffic in the West Channel has increased due in part to the popularity of personal watercraft, fishing tournaments as well as the imposition of the no-wake zone in the main channel along the developed parts of La Crosse properties. That no-wake zone makes the West Channel an attractive option for north south passage at high speed.

The proposed ordinance would impact basically the area between the wing (closing dam) near the north end of the west channel and the bridge over US Highway 14/61 on the south. That region is a relative small; it is a little longer than one-half mile and less than 340 feet wide at the narrowest point. Please see attached view from Google Earth. Further, the "entrance" to the west channel from the north is a "cut out" of about 30 feet in the wing dam.

This area borders a residential area of around 20 houses, most of which have docks with boats, some of which are moored.

The area in the West Channel and its banks should be considered as shared space for property owners and visitors in any type of watercraft: large cruisers and pontoon boats to jet skis to kayaks, canoes and paddle boards. However, power boats, including personal watercraft tend to rule the channel. Operating at fast speeds near the docks makes the docks unstable, and the speed and resulting wake dissuade the use of the channel by non-motorized watercraft. As indicted above, the narrow "cut out" can hardly be considered a safe area for multiple power boats at a fast speed, and a kayak, canoe or paddle board has a large challenge facing a power boat while approaching, passing through or leaving the "cut out."

Several folks from Shore Acres have attended the Joint Board of Harbor Commissioners (City of La Crosse and County of La Crosse) and have voiced concerns. A response from one of the Commissioners was, and I paraphrase: What is La Crescent/Houston County doing to protect the interest of folks in or along the Minnesota waters of West Channel? The implication seemed to be if the Minnesota side was not stepping up, why should La Crosse (city or county) expend any effort?

The ordinance as passed would demonstrate some good faith from the Minnesota side to the La Crosse Joint Harbor Commissioners. As such, the ordinance would be a stepping stone for cooperation between both sides of the Mississippi to protect the interests and enjoyment of all who use the river.

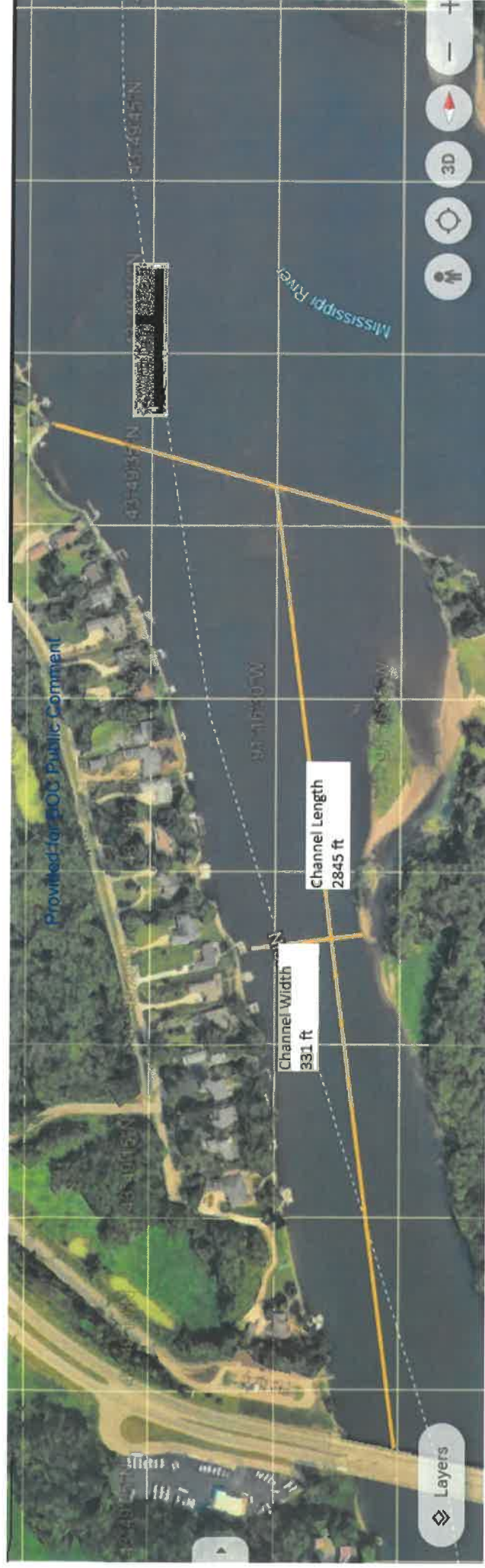
Related to safety is the erosion issue. La Crosse has a no-wake ordinance along developed property when the river stage is at 10 feet or above. La Crescent has no such ordinance to protect the properties along Shore Acres Road. The proposed ordinance would partially fill this void because a no-wake zone (within 100 feet) would be in place all the time.

Respectfully,

Attachment: Aerial View

Tom Aiuppa  
210 Shore Acres Road  
La Crescent, MN 55947  
608 780 5422

TOMAIUPPA@GMAIL.COM



Provided for 500 Public Comment

Channel Width  
331 ft

Channel Length  
2845 ft

Mississippi River

Layers



## Amelia Meiners

---

**From:** Angie Boettcher <aboettcher@cityoflacrescent-mn.gov>  
**Sent:** Thursday, February 22, 2024 12:41 PM  
**To:** Martin Herrick; Amelia Meiners  
**Cc:** Mike Poellinger  
**Subject:** No Wake Zone  
**Attachments:** No Wake Zone signed Memo.pdf

\*\*\* HOUSTON COUNTY SECURITY NOTICE \*\*\*

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact HelpDesk.

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Good Afternoon,

Mayor Poellinger asked that I send you the attached memo which was signed by all of our City Council members regarding the No-Wake Zone. The No-Wake Zone will also be an Item on our February 26, 2024 Agenda.

Thank you

Angie Boettcher  
City Clerk  
City of La Crescent  
315 Main Street  
La Crescent, MN 55947  
aboettcher@cityoflacrescent-mn.gov  
507-895-2224

-----Original Message-----

**From:** copier@cityoflacrescent-mn.gov <copier@cityoflacrescent-mn.gov>  
**Sent:** Thursday, February 22, 2024 9:04 AM  
**To:** Angie Boettcher <aboettcher@cityoflacrescent-mn.gov>  
**Subject:** Message from "RNP5838792C9933"

This E-mail was sent from "RNP5838792C9933" (IM C4500).

Scan Date: 02.22.2024 09:03:31 (-0600)  
Queries to: copier@cityoflacrescent-mn.gov



December 13, 2023

Houston County Commissioners  
304 South Marshall Street  
Caledonia, MN 559221

RE: Houston County 100 Foot No Wake Ordinance

Dear County Commissioners:

At the October 3, 2023 regular session, the Houston County Board of Commissioners did not approve the adoption of an ordinance establishing a no wake zone along the West Channel of the Mississippi River.

The ordinance establishing the no wake zone was approved by the Minnesota Department of Natural Resources, and the Houston County Planning Commission voted unanimously in favor that the Houston County Board approve the no wake zone ordinance as presented.

The La Crescent City Council requests that the Houston County Board reconsider the adoption of the no wake zone ordinance. La Crescent Mayor Poellinger is available to attend a Houston County Board meeting to discuss the proposed ordinance, and why it should be adopted.

Thank you for your time and consideration. Please let City Administrator Bill Waller know when this item will be placed on a future Houston County Board agenda so that Mayor Poellinger can attend the meeting.

Sincerely,

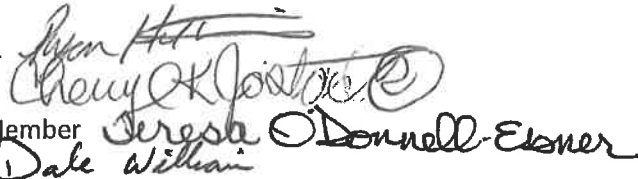
  
Mike Poellinger, Mayor

Rayn Hutchinson, City Council Member

Cherry Jostad, City Council Member

Teresa O'Donnell-Ebner, City Council Member

Dale Williams, City Council Member



**HOUSTON COUNTY  
AGENDA REQUEST FORM  
February 27, 2024**

**Date Submitted: February 22, 2024**

**By: Tess Kruger, HRD/Facilities Mgr.**

**ACTION**

**County Attorney's Office**

- **Consider approving the Professional Services Agreement with Pamela Larson, a Minnesota Licensed Attorney (proposed agreement is attached) Jandt**
- **Consider renewing the Ziegler/CAT 3-year Customer Services Support Agreement (agreement is attached)**

**APPOINTMENT REQUEST**

**NONE**

**HR CONSENT AGENDA REQUEST**

**Auditor/Treasure's Office**

- **Hire Celeste Abbott as a temporary/casual (67 day) employee at a wage of \$15.88/hour**

**Department of Corrections**

- **Change the employment status of Deanna McCabe, Technical Clerk I from probationary to regular status effective 03/15/24**

**Environmental Services**

- **Hire Deanne Valadez-Vick, as a 0.8 FTE, probationary Tech Clerk I, B21, Step 4, effective 03/04/2024, conditioned upon successful completion of background check**

**Highway Department**

- **Hire Adam Jahnke, as a 1.0 FTE, probationary Maintenance Specialist, B23 , Step 2, effective 03/04/2024, conditioned upon successful completion of background check**

**Reviewed by:**

☐ **HR Director**  
☒ **Finance Director**

☐ **Sheriff**  
☒ **Engineer**



<input type="checkbox"/>	IS Director	<input type="checkbox"/>	PHHS	
<input checked="" type="checkbox"/>	County Attorney	<input checked="" type="checkbox"/>	(Indicate other dept)	A/T
<input checked="" type="checkbox"/>	Environmental Srvs			

## CUSTOMER SUPPORT AGREEMENT

Date: 2/20/2024



Proposal No. 8145

8050 County Road 101 East  
Shakopee, MN 55379  
952-445-4292 / 888-320-4292

To:  
TESS KRUGER  
HOUSTON COUNTY FACILITIES  
304 S MARSHALL ST  
CALEDONIA, MN 55921-1389

Re:  
3 year Customer Support Agreement (CSA) for  
**MODEL:** C32 | 7000\_FQ | 7000\_FQ |

**SERIAL:** JSJ00807 | 610118 WE | 631053 WE |

---

### WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

Enclosed is a 3 year Customer Support Agreement (CSA) for the following Engines :

Model(s): C32 | 7000\_FQ | 7000\_FQ |

Serial Number(s): JSJ00807 | 610118 WE | 631053 WE |

**AGREEMENT START DATE:** 3/1/2024

**AGREEMENT END DATE:** 2/28/2027

**INVOICE FREQUENCY:** ☐ Annually

**INVOICE AMOUNT:** \$7,553.37

\*Discounts applied for annual invoicing

\*Discounts applied for multiple units on one agreement

### IMPORTANT NOTES

- CUSTOMER SUPPORT AGREEMENT PRICING WILL NOT INCREASE DURING THE TERM OF THIS AGREEMENT.
- PRICE INCLUDES PARTS, LABOR, TRAVEL AND DISPOSAL OF ALL FLUIDS PER E.P.A. STANDARDS.
- TRAINED AND CERTIFIED ENGINE/GENERATOR TECHNICIANS WILL PERFORM ALL SERVICES.

### TERMS AND CONDITIONS

- Agreement pricing is based upon generator run time between 0 and 250 hours per year (standby applications).
- Invoices will be sent on the first day of each invoicing period (i.e. monthly, quarterly, semi-annually or annually).
- Either party may cancel this agreement with a (60) sixty day written notice.
- This proposal is valid for (30) thirty days.
- Prices assume all services to be performed during normal business hours (7:30am - 4:00pm, M-F) unless otherwise specified.
- Pricing does not include local and/or state taxes. Taxes will be applied to invoices where applicable.
- Additional Terms and Conditions below.

---

**ACCEPTED BY:**

Please Sign Name: \_\_\_\_\_

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

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

**Respectfully submitted,  
Ziegler Power Systems**

By: Patrick Lorentz

**Customer Support Representative**

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# Level Definitions

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## Watchguard Level 1 (64 Point Inspection)

Includes inspection of the following systems:

- Cooling
- Lube Oil
- Air Intake
- Fuel
- Exhaust (inside building only)
- Starting
- Engine
- Generator
- Transfer Switch
- Coolant and Oil Analysis
- Provide written report

**MODEL: C32 | SERIAL: JSJ00807**

Level 1

Mar/2024 , Mar/2025 , Mar/2026

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## WatchGuard Level 2 (67-Point Inspection with Oil and Filter Change)

Includes the following:

- Level 1 Inspection
- Change engine oil
- Change engine oil filter(s)
- Change engine fuel filter(s)
- Inspect air filter(s)
- Disposal of old fluids per EPA standards
- Provide written report

**MODEL: C32 | SERIAL: JSJ00807**

Level 2

Oct/2024 , Oct/2025 , Oct/2026

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## WatchGuard Level 3 (Cooling System Service)

Includes the following:

- Drain and refill cooling system, add coolant additives
- Replace cooling systems hoses
- Replace engine thermostats (where applicable)
- Disposal of old fluids per EPA standards
- Provide written report

**MODEL: C32 | SERIAL: JSJ00807**

Level 3

Mar/2026

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## WatchGuard Level 5 (Load Bank Testing)

Includes the following:

- Engine load bank test (2 - hours)
- Provide written report

**MODEL: C32 | SERIAL: JSJ00807**

Level 5

Mar/2024

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### **Watchguard Level 9 (Battery Replacement Program)**

Includes the following services

- Complete electrical system check
- Battery charger adjustment
- Test engine starter amperage
- Removal and disposal of old lead acid batteries per EPA standards
- Installation of new, low antimony batteries specifically designed for standby applications
- Provide written report

**MODEL: C32 | SERIAL: JSJ00807**

Level 9

Mar/2024

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### **Watchguard Level 11 (Transfer Switch Inspection/Adjustment)**

Includes the following services:

- Clean transfer switch as necessary
- Replace PLS/ATS battery
- Check voltage drop across main contacts with normal load
- Repair/replace faulty incandescent lamps
- Test bypass isolation feature where applicable
- Check voltage drop across main contacts with emergency load (with approval)
- Check operation of timers (with approval)
- Check operation of remote start contacts (with approval)
- Check operation of in-phase monitor (with approval)
- Inspect arc insulators (De-energized switch only)
- Check for loose terminals and/or relays (De-energized switch only)

**MODEL: 7000\_FQ | SERIAL: 610118 WE**

Level 11

Mar/2024

**MODEL: 7000\_FQ | SERIAL: 631053 WE**

Level 11

Mar/2024

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### **Customer Requirements**

It is the customer's responsibility to...

- Perform weekly and monthly inspections of the engine/generator
- Maintain written or computerized records of the weekly and monthly inspections.

- Contact Ziegler Power Systems with any problems or concerns noted during the weekly and monthly inspections.

### **Ziegler Power Systems Exclusion of Responsibility:**

Ziegler Inc. is not responsible for...

- Providing a portable generator during repairs
- Fuel consumed by generator set during operation
- Building wiring
- System modifications
- Acts of nature, terrorism or war
- Uses of generator beyond rated capacity
- Main fuel tank or piping problems
- Emissions permitting
- Regulation changes
- State and local taxes
- Customer abuse/neglect

### **CUSTOMER VALUE AGREEMENT – TERMS AND CONDITIONS**

- Customer agrees to the terms and conditions set forth on the preceding Customer Value Agreement Proposal (the "Proposal") and the following terms and conditions, including the websites referred to herein (together with the Proposal, the "Agreement"). Ziegler Inc. ("Ziegler") rejects all different or additional terms submitted by Customer, and any such terms shall be void.
- 1. Term. The Agreement shall begin on the Start Date and end on the End Date identified on page 1, unless earlier terminated as set forth herein.
- 2. Services. Ziegler will perform preventative maintenance services on the Engine(s) identified on page 1 in accordance with the Level Definitions set forth in the Proposal (collectively, the "Services"). All Services are subject to the exclusions and limitations set forth herein. Services include all parts, labor, travel and disposal of all fluids per U.S. Environmental Protection Agency standards. Except as otherwise agreed upon by Customer and Ziegler as noted on page 1, Services shall be performed during Ziegler's normal business hours (7:30 a.m. to 4:00 p.m., Monday through Friday). Services performed outside of Ziegler's normal business hours will be subject to additional charges. In the event Customer cancels scheduled Services on the day Services are to be performed, Customer shall pay a cancellation fee in the amount of travel time and mileage and will cooperate with Ziegler to re-schedule the cancelled Services. This Agreement is based upon equipment run time between 0 and 250 hours per year (standby applications); run time exceeding 250 hours per year may be subject to additional costs. Repairs classified outside the scope of the applicable service level will result in additional costs to Customer. All Services will be deemed accepted if Customer does not reject the Services by providing written notice within ten (10) days after delivery specifically identifying the manner in which the Services fail to materially comply with manufacturer's applicable specifications. Ziegler will be entitled to rely on all decisions and approvals of Customer in connection with the Services.
- 3. Payment. Customer shall pay the Invoice Amount identified on page 1, plus any Additional Charges (as defined in Section 4 below), at the frequency set forth on page 1. The Invoice Amount will not increase during the term of the Agreement. Customer shall make payment to Ziegler Net 10th of the following month from the date of invoice. Failure to make timely payments shall result in default and a late fee of 1.5% per month (18% annual), which will be assessed on all past due amounts until paid in full. Any payments made will first be applied toward the late fee, then toward the past amount due. Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion, without notice, upon Customer's failure to pay or comply with the payment requirements of this Agreement. All amounts due under this Agreement shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4. Taxes, Licenses, Permits, and Additional Charges. Customer shall be responsible for all local and/or state sales and use taxes in connection with this Agreement. Taxes will be applied to invoices, where applicable, as required by law. Customer shall obtain, at its sole cost and expense, all applicable licenses and permits (including emissions permitting) necessary for performance of the Services. Customer shall be responsible for service charges and environmental charges incurred in performing the Services (collectively, "Additional Charges").
- 5. Additional Services. Repairs or other work classified outside standard preventative maintenance services will result in additional costs to Customer and will be invoiced separately on a time and materials basis. A verbal commitment or authorization by Customer to perform such additional services will be binding on Customer and will entitle Ziegler to such additional compensation. Any repairs or other work performed outside of the original scope at the direction of Customer will be deemed to be included as Services hereunder.
- 6. Customer Obligations. Customer's failure to perform any of the following obligations will be considered a breach of this Agreement:
  - a. Operation and Regular Maintenance. Customer shall operate the Engine(s) only within its rated capacity. Customer shall perform weekly and monthly maintenance and inspections in accordance with manufacturer guidelines and provide to Ziegler, upon request, written or computerized maintenance and inspection records. Customer further agrees to promptly contact Ziegler with any problems or concerns noted during the weekly and monthly inspections.

- b. Equipment Access. Customer agrees to furnish safe, free, and full access to the Engine(s) for the purpose of performing the Services. Customer shall take all reasonably necessary steps to provide for the safety of all Ziegler employees performing the Services. Customer shall promptly notify Ziegler if, during the term of this Agreement, Customer observes or otherwise learns of any condition(s) which pose a threat to the safety of persons or property, adversely affects the Engine(s), or is in violation of any applicable federal, state, or local laws, rules or regulations.
- c. Halt Operation. Customer agrees to shut an Engine down, if after inspection by Ziegler, it is determined that further operation of the Engine will result in imminent mechanical damage to the components covered in this Agreement.
- 7. Exclusions. Ziegler is not responsible for: (1) Customer's abuse or failure to maintain or operate equipment in accordance with the respective equipment manufacturer's operations and maintenance manual, (2) provision of rental equipment during repair, (3) fuel consumed by equipment during operation and performance of maintenance services, (4) building wiring, system modifications, main fuel tank or piping problems, (5) repairs or maintenance to building or enclosure, transformers, radiators, fuel tanks, or other components outside the scope of the Services, unless otherwise agreed to in writing by both parties, (6) unauthorized repairs or adjustments, or repairs or adjustments made by unauthorized person(s), (7) performance complaints, including but not limited to, any adjustments to fuel settings or programming of any electronic controls, (8) downtime or downtime-related expenses or economic loss, (9) extermination of any creature taking up residence in the generator enclosure or building, or (10) any Force Majeure Events (as defined in Section 17 below).
- 8. Indemnification. Subject to the limitations set forth in this Agreement, Ziegler shall indemnify Customer and its respective officers, directors, employees, agents, assigns and successors, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) (collectively, "Losses") for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Ziegler or Ziegler's officers, directors, employees, or agents in the performance and furnishing of the Services. Customer shall indemnify Ziegler, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, assigns and successors, against any Losses for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Customer or Customer's officers, directors, employees, or agents.
- 9. Insurance. Ziegler will maintain in full force and effect throughout the term of this Agreement the following forms of insurance: (a) worker's compensation and occupational disease insurance within statutory limits; (b) commercial general liability insurance, including products and completed operations, contractual liability, and personal injury, written on an occurrence basis, with limits not less than a combined single limit per occurrence of \$1,000,000, \$2,000,000 general aggregate for bodily injury and property damage; \$1,000,000 aggregate for products/completed operations; and \$1,000,000 per person for personal injury/advertising injury; (c) automobile liability insurance for vehicles owned or operated by Ziegler, its employees or agents, with combined bodily injury and property damage limits of liability of no less than \$1,000,000 per occurrence; and (d) excess liability insurance over that required in clauses (a), (b), and (c) above, under the umbrella form, with a limit of liability of no less than \$1,000,000 each occurrence. Upon request, Ziegler will provide to Customer a Certificate of Insurance evidencing Ziegler's compliance with such insurance requirements.
- 10. Damages; Maximum Liability. IN NO EVENT WILL ZIEGLER, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, DIMINUTION OF VALUE, LOSS OF USE, DOWNTIME OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT ZIEGLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ZIEGLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO ZIEGLER HEREUNDER IN THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.
- 11. Limited Service Warranty. Ziegler warrants the Services will be performed in a professional, workmanlike manner, by qualified personnel consistent with industry standards, free from defects in workmanship for a period of 12 months from the date of completion of the Services, subject to the terms of the then-current Ziegler Power Systems Service Department Labor Warranty, a copy of which is available upon request. Warranty claims must be brought within the warranty period. Customer must provide prompt notice to Ziegler after discovery and before expiration of the warranty period. As Customer's sole and exclusive remedy, Ziegler, at Ziegler's sole discretion, will either re-perform the Service during Ziegler's normal business hours or refund all or part of the monies paid by Customer for the Service performed. Replacement parts shall be covered under the applicable warranty provided by the manufacturer. Non-Ziegler provided components are not covered by this warranty.
- 12. Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY PROVIDED IN SECTION 11, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ZIEGLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 13. Termination; Suspension. a. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party. In the event of early termination by Customer, Customer shall pay for all Services performed prior to the termination date.
- b. If Customer breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceedings, or makes an assignment for the benefit of creditors, Ziegler shall have the right to immediately terminate this Agreement by giving Customer written notice. Upon receipt of notice, Customer shall immediately pay Ziegler any monies due and owing up to the time of termination for Services performed. Notwithstanding the foregoing, if Customer fails to comply with the provision for Equipment Access in Section 6.b, Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion, without notice.

- 14.Data and Privacy. Ziegler and its partners, affiliates, subsidiaries, and third parties, including but not limited to suppliers, manufacturers, dealers, and service providers (collectively, "Ziegler Parties"), collect and share information relating to products, services, and customers as detailed in Ziegler's Privacy Policy and applicable manufacturers' statements located at [www.zieglercat.com/privacy](http://www.zieglercat.com/privacy), which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to collect, process, and assess information, such as equipment locations, operating hours, health of equipment, and basic utilization (collectively, "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Ziegler Parties with a legitimate business reason to access the information, including, but not limited to, providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Customer understands that Telematics or other tools, as applicable, may have been activated on machines by Ziegler or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Customer upon request. Customer consents to the collection, use, storage, processing, sharing, and disclosure of such information by Ziegler Parties in accordance with this Agreement, Ziegler's Privacy Policy, and applicable manufacturers' statements.
- 15.Notices. All notices, requests, demands and other communications, including any notice of change of address, shall be sent by certified or registered mail with postage prepaid to the last designated address to the other party.
- 16.Compliance with Laws, Rules and Regulations. Each party agrees to comply with applicable federal, state, and local laws, rules, and regulations applicable to the Services in effect at the time of performance of the Services. Upon completion of the Services, Customer shall be responsible for complying with any changes in federal, state, and local laws, rules, and regulations.
- 17.Force Majeure. Ziegler will not be liable to Customer, and will not be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, to the extent the failure or delay is caused by or results from acts beyond Ziegler's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, cyber-attacks, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, epidemics or pandemics, labor stoppages or slowdowns or other industrial disturbances, concealed or unknown conditions at the site, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Ziegler's ability to perform will absolve Ziegler from any liability to Customer.
- 18.Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Ziegler and Customer. Customer acknowledges and agrees that there are no oral or written contracts, agreements or warranties other than are set forth in this Agreement. No amendment or modification of this Agreement will be valid unless it is set forth in writing, signed by authorized representatives of both parties.
- 19.Waiver. No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement, in whole or in part, shall be construed to be a waiver of any subsequent breach of the same or any other provision.
- 20.Severability. Each portion of this Agreement is intended to be severable. If any term or provision hereof is held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 21.Survival. Any term or provision of this Agreement of an ongoing nature and/or which, by its nature and context, should reasonably be expected to survive the expiration or earlier termination of this Agreement, shall so survive such expiration or termination thereof.
- 22.Disputes; Governing Law. This Agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this Agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Ziegler, in its sole discretion, commences proceedings in a different jurisdiction or venue.
- 23.Counterparts; Electronic Signatures. This Agreement may be separately signed by Ziegler and Customer in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same Agreement. Customer agrees that the Electronic Signatures (whether digital or encrypted) included in this Agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

# HOUSTON- LARSON

## Professional Services Agreement

**THIS CONTRACT**, and amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter HOUSTON), and Pamela Larson, a Minnesota Licensed Attorney, (hereinafter LARSON) P.O. Box 263, Lanesboro, MN 55949-0263.

**WHEREAS**, HOUSTON pursuant to Minnesota Statutes Chapter 375 and Minn. Stat. Section 160.14, are empowered to procure and supply professional/technical services, and

**WHEREAS**, HOUSTON is in need of Minnesota licensed attorney professional services, and

**WHEREAS**, LARSON represents she is willing and able to perform the services set forth in this CONTRACT.

**NOW THEREFORE**, it is agreed:

### **I. TERM OF CONTRACT**

This contract shall be effective on March 1, 2024 or upon the date the final required signature is obtained by both parties, whichever occurs later, and shall remain in effect through December 31, 2024, unless cancelled pursuant to the provisions set forth in clause V. herein.

### **II. HOUSTON and LARSON DUTIES**

LARSON will provide professional services of a Minnesota licensed attorney in good standing. Specifically, LARSON will provide the services of a licensed attorney to HOUSTON for up to twenty (20) hours per month. (See Exhibit A, Scope of Services.) The specific cases and legal matters assigned to LARSON, the schedule and time-frame for the performance of these services will be made by the Houston County Attorney and based on the need of the Houston County Attorney's Office and mutual agreement of the parties.

### **III. CONSIDERATION AND TERMS OF PAYMENT**

**A. Consideration**. All services performed and materials supplied by LARSON pursuant to this CONTRACT shall be paid by HOUSTON as follows:

- **Compensation**. HOUSTON agrees to pay LARSON, at an hourly rate of ONE-HUNDRED FIFTY DOLLARS AND NO/100s (\$150.00 per hour) for licensed attorney services.
- In exchange for LARSON's prompt availability, HOUSTON agrees to guarantee LARSON a minimum payment of ONE-THOUSAND DOLLARS AND NO/100s (\$1,000.00) per month.
- The total amount of compensation shall not to exceed THREE-THOUSAND DOLLARS AND NO/100s (\$3,000.00) per month.



- Reimbursement. No subsistence or travel expenses shall be paid to LARSON.

B. Payments. LARSON will provide HOUSTON a monthly invoice by the 15<sup>th</sup> of each calendar month. All payments are due within thirty (30) days of the date of the invoice.

#### IV. AUTHORIZED REPRESENTATIVES

All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. HOUSTON's authorized representative for the purpose of administration of this contract is:

Name: Samuel Jandt  
Houston County Attorney  
Address: HRD/Facilities Mgr.  
306 South Marshall Street  
Suite 2300  
Caledonia, MN 55921  
Telephone: (507) 725-5802  
E-Mail: [samuel.jandt@co.houston.mn.us](mailto:samuel.jandt@co.houston.mn.us)

B. LARSON's authorized representative for the purpose of administration of this contract is:

Name: Pamela Larson  
Address: P.O. Box 263  
Lanesboro, MN  
55949-0263  
Telephone: (507) 272-0813  
E-Mail: [palarson101@gmail.com](mailto:palarson101@gmail.com)

#### V. CANCELLATION AND TERMINATION

This contract may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, LARSON shall be entitled to reimbursement for expenses as set forth above.

#### VI. ASSIGNMENT

LARSON shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of HOUSTON.

#### VII. LIABILITY

A. LARSON is an agent of the Houston County Attorney's Office for the duties directly assigned to LARSON by the Houston County Attorney in furtherance of this CONTRACT. HOUSTON nor LARSON shall hold LARSON out as representing

HOUSTON except for those legal matters directly assigned to her.

- B. Nothing contained in this Agreement is intended or should be construed as creating a partnership, joint venture, or employer and employee relationship between the parties. LARSON will be responsible for any federal or state taxes applicable to this payment. Any tenure or any rights or benefits, including workers' compensation, unemployment insurance, medical care, sick leave, vacation leave, or other benefits which would normally be available to Houston County employees will be the responsibility of LARSON .
- C. Except those matters set forth in VII. A. above, each party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including reasonable attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this CONTRACT. It is understood and agreed that HOUSTON's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

#### **VIII. GOVERNMENT DATA PRACTICES**

The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either LARSON or HOUSTON. Further, the parties will notify the other party within two business days of any request it receives to release data as a result of this CONTRACT.

#### **IX. INTELLECTUAL PROPERTY RIGHTS**

All work and reports generated as a result of this agreement are the property of HOUSTON. All materials delivered to LARSON by HOUSTON and work generated by LARSON as a result of this agreement will be delivered within ten business days of HOUSTON's request for such documents.

#### **X. BUSINESS RECORDS.**

Each party shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of the profession as a public attorney. Each party shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All

accounting records shall be kept in accordance with generally accepted accounting practices. Each county shall have the right to audit and review all such documents and records at any time during the other party's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by either party and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute § 16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.

**XI. FORCE MAJEURE**

Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of nature, unusually severe weather, terrorism, war, acts of public authorities other than the parties or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

**XIII. WAIVER**

The failure of either party to enforce any provisions of this contract shall not constitute a waiver by that party of that or any other provision.

**XIV. INTERPRETATION, JURISDICTION, AND VENUE**

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Each party hereby consents and submits to the jurisdiction of the appropriate courts of the State of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.

**XV. SEVERABILITY**

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

**XVI. MERGER CLAUSE**

This agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

**XVII. SURVIVAL OF TERMS**

The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; VIII., Government Data Practices Act; IX., Intellectual Property Rights; X., Business Records; and XIV., Interpretation, Jurisdiction, and venue.

**IN WITNESS WHEREOF**, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

**HOUSTON COUNTY**

By:

\_\_\_\_\_  
Eric Johnson  
County Board Chair

\_\_\_\_\_  
Date

**APPROVED:**

**LARSON COUNTY**

By:

Pamela Larson

2/15/2024

\_\_\_\_\_  
Pamela Larson  
Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Samuel Jandt  
Houston County Attorney

\_\_\_\_\_  
Date

## EXHIBIT A

### SCOPE OF SERVICES

Under the general guidance and direction of the County Attorney, act as First or Second Chair in provision of the following legal services:

#### 1. Criminal Prosecution

Appear on behalf of the Houston County Attorney at misdemeanor/felony juvenile and adult hearings and trials.

- Prepare charging documents
- Supervise investigations
- Perform legal research, draft briefs, pleadings, motions, etc.
- Management of the discovery process
- Interview witnesses

Provide assistance in the following areas of criminal law practice

- Crimes against persons
  - Victim's Rights
  - Child Abuse
- Property Crimes
  - Theft/Burglary/Vandalism
- Drug enforcement
- DUI
- Other Traffic/Boating
- Welfare Fraud

#### 2. Civil Proceedings - Human Services

Prepare petitions/motions/interrogatories/orders for review by the County Attorney and represent the County in proceedings:

- Manage child protection cases
  - CHIPS (Child in Need of Protection or Services) and termination of parental rights hearings;
  - Adult Protection
- Mental Health adults and minors
  - Commitments
  - Guardianships
- Manage child support
  - Paternity Chapter 257 Petitions
  - Child Support
  - Enforce/Establish Obligations

# Houston County Agenda Request Form

Date Submitted: 2/21/2024

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

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

**Issue:**

Review and approve 2024 MFIP/DWP contract with WDI (Workforce Development Inc.) for required employment and training services.

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

Soft copy of contract for review and hard copy for signature

**Justification:**

**Action Requested:**

Review and approve agreement as presented.

## For County Use Only

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

**Recommendation:**

**Decision:**

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



## PURCHASE OF SERVICE AGREEMENT

Houston County through its Public Health and Human Services Department, "County", and **Workforce Development, Inc.**, 2070 College View Road East, Rochester, MN 55904, "Provider", enter into this Agreement for the term of January 1, 2024 to December 31, 2024 and shall remain in effect until a new Agreement is signed by both parties or terminated under provisions of the Termination section of this Agreement.

### WITNESSETH

WHEREAS, Provider is an approved vendor according to the Minnesota Statutes, section 256.0112 to provide services as specified herein; and

WHEREAS, this Agreement shall serve as a lead county contract in accordance with Minnesota Statutes section 256.0112, subdivision 6; and

WHEREAS, County shall purchase such services from Provider pursuant to Minnesota Statutes sections 373.01, 373.02, 245.465 and 256M.60; and

WHEREAS, Provider represents that it is duly qualified and willing to perform such services,

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, County and Provider agree to the following service provisions:

1. Purchase of Service:

- a. Pursuant to Minnesota Statutes Chapter 256M (Vulnerable Children and Adults Act) and Minnesota Statute Chapter 256J (Minnesota Family Investment Program) and as further detailed in Exhibit A to this Agreement. Houston County and Provider agree to the following services:

**SERVICE DESCRIPTION**

**Minnesota Family Investment Program/Diversionsary Work Program  
(MFIP/DWP) Employment Services  
Innovation funds for Transportation of MFIP/DWP**

- b. Purchased Services will be provided at Workforce Development, Inc., 2070 College View Road East, Rochester, MN 55904 or at other locations authorized by County.

2. Cost and Delivery of Purchased Services:

- a. Purchased Services shall not exceed service totals listed in Exhibit A.

- b. Provider certifies:

- 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.

- 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
  - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.
- c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.

3. Eligibility for Services:

- a. Service eligibility for MFIP/DWP will be determined according to eligibility guidelines established by program policy and per applicable DHS Bulletins.
- b. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
- c. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- d. Provider must establish written procedures for discharging a participant or terminating services to a participant.

4. Delivery of Services:

Except as noted the Provider retains control over:

- a. Intake procedures and program requirements.
- b. The methods, times, means and personnel for providing Purchased Services to eligible participants.
- c. Nothing in the agreement requires Provider to serve eligible participants, but all participants must be given the right to apply. If services are denied, the participant must be informed of the reason for denial and the process for appealing the denial.

5. Payment for Purchased Services

a. Certification of Expenditures:

Provider shall submit an invoice that includes the services and coding in accordance with parameters listed on Exhibit A no later than fifteen (15) days after the end of the month/quarter.

b. Payment for Purchased Services:

County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible participants that are correct and complete, and are within the service totals specified in Exhibit A.

6. Standards and Licenses:

Provider agrees to:

- a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
- b. Supply copies of required licenses, certifications or registrations to County upon request.
- c. Inform County, in writing, of the following related to it or its employees immediately upon:
  - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status;
  - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing;
  - 3) Any federal exclusion of an individual or entity providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
- d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.
- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
- g. The Provider agrees to comply with the Code of Federal Regulations, 45 CFR 74, 45 CFR 92, 7 CFR 277, 7 CFR 273.7 and OMB Circulars Numbers A-87, A-102, A-122, and A-128.
- h. Maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR

Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by County.

- i. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice and receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.
- j. Comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq, 45 CFR § 80 and the Houston County Limited English Proficiency Plan. If a Houston County participant needs language assistance, the Provider may contact the County case worker (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.
- k. Acknowledge that this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All court proceedings related to this Agreement shall be venued in the Houston County District Court, in the State of Minnesota court system.

7. Audit and Record Disclosures:

- a. Provider agrees to maintain, and upon request, furnish County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services.
- b. Provider shall keep such business and participant records pursuant to the Agreement as would be kept by a reasonable prudent practitioner of Provider's profession. Provider shall maintain such records for at least 10 years from the date services or payment were last provided. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents, records, and participant files at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County, State and/or Federal Departments of Human Services, applicable managed care plans, and legislative/state auditors.
- c. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services (DHS) and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- d. Provider shall provide County with reports as County may from time to time reasonably require, including, but not limited to the following:



- ☒ ☐ Revenue and Expense Statement and Balance Sheet on an annual basis
- ☒ Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Agreement term.
- ☐ Provider shall comply with the audit standards as set forth in the Single Audit Act 45 CFR Part 75.
- ☐ (Other) \_\_\_\_\_

- e. Provider shall request participant consent for the release of information to be used for billing and individual record audit purposes. Provider shall document the request in the participant's record and be responsible for keeping each consent up to date during the term of the Agreement. If Provider is unable to obtain consent for the release of private data, Provider shall report participant's activities to County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- f. Provider shall notify County within five (5) days of any changes in location, ownership, or key staff integral to the performance of this Agreement.
- g. County's procedures for monitoring and evaluating Provider's performance under this Agreement may include, but are not limited to, on-site visits, review of participant files, review of Provider's financial, statistical, and program records, review of reports and data supplied by Provider at County's request.
- h. If County discovers any practice, procedure, or policy of Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of County within thirty (30) days, unless County notifies Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.
- i. County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Audit and Record Disclosures section.

8.

#### Notices

All notices or other communications shall be sufficiently given when delivered via email with capability to track "receipt" or "read" of the e-mail or certified mail to the parties as set forth below:

- a. County: John Pugleasa

Houston County Public Health and Human Services Director  
304 South Marshall Street  
Caledonia, MN 55921  
[John.pugleasa@co.houston.mn.us](mailto:John.pugleasa@co.houston.mn.us)

b. Provider: Jinny Rietmann  
Workforce Development, Inc.  
2070 College View Road East  
Rochester, MN 55904  
[jrietmann@wdimn.org](mailto:jrietmann@wdimn.org)

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

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, Provider shall immediately give notice in accordance with the Notices section. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.
- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, Chapter 260E.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

10. Safeguard of Participant Information

- a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.
- b. Provider agrees to defend, indemnify, and save and hold County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.



- c. The individual employed by Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (4) shall be Wanda Jensen.
- d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of County, including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, Provider/Contractor is a business associate of County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11.

**Equal Employment Opportunity and Civil Rights and Nondiscrimination:**

- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree to comply with the Civil Rights Act of 1964 and 1991 as amended, Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran's status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
- b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
- c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to

discrimination by Provider or its employees.

To the extent applicable, Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

12. Conflict of Interest:

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

13. Contract Disputes:

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

b. This disputes clause does not preclude consideration of questions of law.

14. Fair Hearing and Grievance Procedures:

Provider agrees to provide for a fair hearing and grievance procedure in compliance with Fair Hearing and Grievance Procedures established by administrative rules of DHS and Minnesota Statutes, section 256.045, and provide a copy of said procedure to County upon request.

15. Indemnification:

a. Provider does hereby agree that it will defend, indemnify, and hold harmless County and DHS against any and all liability, loss, damages, costs and expenses which County and/or DHS may hereafter sustain, incur, or be required to pay:

1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or

receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Provider or any officer, agent, or employee thereof; or

- 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
- 3) By reason of any negligent act or omission or intentional act of Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

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

16.

Insurance and Bonding:

- a. In order to protect itself and County under the indemnity provisions set forth above, Provider shall, at Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
  - ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. County must be named additional insured and shall be sent a certificate of insurance on an annual basis.
  - ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
  - ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
  - ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a participant's funds or belongings with a minimum amount of \$15,000; when Provider and/or Provider employees handle participants' funds or have direct access to participants' belongings.
- b. By signing this Agreement, Provider certifies that they are in compliance with this Section.
- c. Provider is solely responsible to maintain the insurance requirements listed in this Section and provide documentation upon County request. If requested documentation is not provided, County reserves the right to request said documentation directly from Provider's insurance agent(s).
- d. Failure by Provider to maintain insurance coverage as listed in this Section is a default of this Agreement.



17. **Contractor Debarment, Suspension, and Responsibility Certification**

- a. Federal Regulation 45 CFR 92.35 prohibits County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, section 16C.03, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, Provider certifies that they are in compliance with these regulations.
- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
  - 2) Have not within a three (3) year period preceding this Agreement:
    - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
    - b) Violated any federal or state antitrust statutes; or
    - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
    - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
    - b) Violating any federal or state antitrust statutes; or
    - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  - 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
  - 5) Shall immediately give written notice as per Section 9 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities

within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

d. Directions for on-line access to excluded providers:

- 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
- 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Public Health and Human Services Director, at (507) 725-5811.

18. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, County may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.
- b. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health requirements.

19. Independent Contractor:

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



20. Subcontracting and Assignment:

Provider shall neither enter into subcontracts for nor assign the performance of this Agreement without prior written approval of County.

21. Modification of Agreement:

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

22. Default:

- a. Force Majeure: Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, pandemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by County. Provider shall immediately notify County, according to the Notices section, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/termination of the Agreement.
- c. Default by Provider: Unless cured or excused by the Force Majeure provision or County default, each of the following shall constitute default on the part of the Provider:
  - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
  - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
  - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including County;
  - 5) Failing to perform any other material provision of this Agreement.
- d. Default by County: Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of County:
  - 1) Making material misrepresentations either in the Agreement, Exhibit or other attachments or in any other material provision or condition relied upon by Provider in the making of this Agreement

2) Failing to perform any other material provision of this Agreement.

- e. Written Notice of Default: No event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail or via e-mail where a "delivery" and/or "read" receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. Cure Period: If the party in default fails to cure the specified circumstances as described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.

23. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party. The applicable period shall be 90 days for mental health facilities.
- b. Termination with Cause: County may suspend and/or terminate this Agreement for good cause immediately upon written notice to Provider. "Good cause" includes, but is not limited to, failure of Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to the Cure Period of this Agreement.
- c. Reduction and/or Termination of Government/Grant Funding: Notwithstanding any other provision of this Agreement, if the funding entity terminates or reduces its funding to County for services that are to be provided under this Agreement, then County may, by amendment, reduce funding, modify service provision or terminate the Agreement as appropriate. County will notify Provider as soon as it receives confirmation of reduction/termination from the funding entity. Furthermore, County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: The notice shall state the effective date of the termination. All Notices of Termination shall be made by certified mail or via e-mail where a "delivery" and/or "read" receipt option is available or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in the Notices section of this Agreement.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, Provider shall:
  - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;

- 2) Notify all participants of the Notice of Termination who are receiving services pursuant to this Agreement;
  - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
  - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
  - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, County:
- 1) Shall make final payment within thirty-five (35) days of receipt of final invoice for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
  - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer participants to Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
- 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
  - 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
  - 3) County and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
  - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant's files to County or the participant's new provider of services.

24. Contract Rights, Remedies, and Waiver:

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

**25. Damages:**

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

**26. Merger:**

It is understood and agreed that the entire agreement of the parties is contained in Sections 1-26, Exhibits A and B. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

WORKFORCE DEVELOPMENT, INC.

BY: 

DATED: 2-7-24

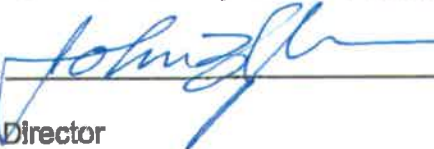
Jinny Rietmann  
Executive Director

HOUSTON COUNTY

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

Chairperson  
Houston County Board of Commissioners

BY: 

DATED: 2/7/24

Director  
Houston County Public Health and Human Services

APPROVED AS TO FORM AND EXECUTION:

BY: 

DATED: 2-12-2024

Houston County Attorney



**Exhibit A  
2024**

**AGENCY NAME:** Workforce Development, Inc.

**CONTRACT TYPE:** POS – MFIP/DWP

**INVOICES:** Houston County Public Health and Human Services  
304 South Marshall Street, Room #104  
Caledonia, MN 55921

SERVICE DESCRIPTION	CODE	UNITS	RATE	TYPE	TOTAL
MFIP/DWP Employment Services	23700	1	1	1	\$125,000

**Budget Details:**

MFIP/DWP Core Services	\$ 108,125
Job Seeker Support and Training	\$ 7500
Administration	\$ 9,375
Total Budget	\$ 125,000

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

# Houston County Agenda Request Form

Date Submitted: 2/21/2024

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

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

**Issue:**

Review and approve contract with Catholic Charities Diocese of Winona-Rochester for guardianship and conservatorship and related legal services.

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

Soft copy of agreement for review, hard copy for signature.

**Justification:**

**Action Requested:**

Review and approve contract as presented.

## For County Use Only

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

**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.

## PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as "County" and **Catholic Charities Diocese of Winona-Rochester**, 111 Market Street, P.O. Box 379, Winona, MN 55987, hereafter referred to as the "Provider".

### WITNESSETH

WHEREAS, Houston County Human Services has identified a need for Guardianship/Conservator services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make personal decisions, and are unable to meet personal needs for medical care, nutrition, clothing, shelter, or safety, even with appropriate technological and supported decision-making assistance; and

WHEREAS, this is a mandated service under Minnesota Statute 524.5-101 to 524.5-903 and 252A.01 to 252A.21;

WHEREAS, County wishes to purchase such program services from the Provider;

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

1. Term

The term of this Agreement shall be from February 1, 2024 through December 31, 2024. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. Cancellation of this Agreement or expiration of the Agreement term shall not relieve County from paying for Provider's services for wards and protected persons that the Provider is court-appointed to serve, and whom are still eligible for services under this Agreement, before cancellation or termination, so long as Provider remains the court-appointed Guardian and/or Conservator.

2. Services:

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

<u>BRASS CODE</u>	<u>SERVICE DESCRIPTION</u>
59500	Guardianship/Conservatorship (DD)
69500	Guardianship/Conservatorship (Adult)
61600	Transportation/Mileage (Adult)
51600	Transportation/Mileage (DD)
64800	Money Management

3. Cost and Delivery of Purchased Services:

See Attachment A for details.

**4. Eligibility for Services:**

- a. Service eligibility will be determined according to the criteria established by Houston County.
- b. Services under this Agreement shall only be provided to clients meeting the criteria of indigent residents of Houston County.
- c. County shall determine an indigent client AND the category of complexity shall be assigned by County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by County prior to start of service. Service level is subject to negotiation by Provider and County in the light of actual experience with the client and/or changing circumstances.

**5. Payment for Purchased Services:**

- a. To receive payment, Provider shall, within ten (10) business days following the last day of each month, submit a county approved invoice for purchased services to County. The invoice shall show client name, address, case number, and a detailed listing of the service(s) provided.
- b. County shall, within thirty-five (35) days of receipt of the invoice and summary sheet, make payment for all approved units of service. Provider will be contacted within the 35-day period for charges that are in a pending approval status.
- c. Provider further acknowledges that bills must be current and timely. Provider acknowledges that there will be a reduction of 50% of the total amount billable, on bills submitted for payment more than 3 months after date of service.
- d. If the ward/conservatee has a monthly income and is:
  - 1) Receiving Minnesota Supplemental Aid (MSA) and not residing in Nursing Home or Regional Treatment Center or
  - 2) Receives Housing Support (GRH) benefits or
  - 3) Receiving Medical Assistance (MA) Payments for Long-Term Care (LTC) Services,Provider shall deduct 5% of the ward/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$100.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds County payment amount, there will be no County payment to Provider.

**6. Records**

- a. Provider shall maintain such records and provide County with financial, statistical and service reports as County may require for accountability.
- b. Per MN Statute 16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years at 111 Market Street, Winona, MN 55987.
- c. Provider agrees to cooperate in evaluative and/or outcome efforts as required by County.

**7. Independent Contractor**

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

**8. Provider Standards and Licenses**

- a. Upon initial implementation of an Agreement with the Provider, Provider shall furnish County a background resume to include the following: professional and personal credentials for guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.
- b. Provider will comply with all background check and background reporting requirements specified by County and courts. Provider agrees to inform Houston County of any change in address and/or violations that may affect background check results within 5 days of the occurrence.
- c. Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- d. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements listed in this section may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.



9. **Safeguard of Client Information:**

Provider agrees to comply with all data privacy rules as governed by the Minnesota Data Practices Act, Minnesota Chapter 13, and the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164).

10. **Indemnification:**

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County, its elected officials, employees and agents against any and all liability, loss, damages, costs and expenses (including reasonable attorney's fees and costs of defense) which County may hereafter sustain, incur, or be required to pay:
  - 1) By reason of any client and any client's personal caregiver suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
  - 2) By reason of any client causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the services called for under this Agreement.
  - 3) Any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court by Provider related to services furnished to client pursuant to this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be construed to limit County from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK


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

CATHOLIC CHARITIES DIOCESE OF  
WINONA-ROCHESTER

BY:   
Michael Hanratty  
Adult Advocacy Program Director

DATED: 2/20/2024

Approved as to Form and Execution:

BY:   
Samuel Jandt  
Houston County Attorney

DATED: 2-21-2024

BY: \_\_\_\_\_  
Eric Johnson  
Chairperson  
Houston County Board of Commissioners

DATED: \_\_\_\_\_

BY:   
John Puleasa, Director  
Houston County Human Services

DATED: 2/20/2024

## **Houston County's Conservatorship and Guardianship Service Definition**

### **A guardian or conservator:**

- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
- Is responsible for protecting the rights of ward or protected person.
- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other interdisciplinary team members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

### **Duties for Guardian/Conservators:**

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
- Attend Care Conference, annual meetings, ISP and IHP meetings on client's behalf
- Communicate with interdisciplinary team members regarding decisions made

### **Conservator:**

- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

### **Guardian:**

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s).

### **General:**

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to Houston County

### **Rates:**

1. The amount paid for service will be billable at \$56.00 per hour (\$14.00 per 15 minutes).
2. Each client will be determined to be in a service category that sets the number of hours per contract year to be provided to that client. The service category determination will be made via joint agreement between the County and Provider. Service Categories are:
  - a. Emergency Petitions: up to 40 hours unless identified as an outlier at time of

- referral. Outliers may be approved for up to 60 hours during an Emergency Guardianship Appointment.
- b. Low Need: up to 30 hours per year
  - c. Moderate Need: up to 65 hours per year
  - d. High Need: up to 110 hours per year
  - e. Outlier: those eligible that have known or projected needs beyond 110 hours per year.
3. Total hours are agreed upon by County and Provider at time of appointment.
  4. Client Service Category Review: All clients will be reviewed annually by the County and Provider to determine their service level need.
  5. Any costs for hours utilized over the County authorized level of need will be the responsibility of the Provider.
  6. The per hour fee stated above includes administrative services as are reasonably or necessarily incurred by the Provider including documents, reports, mileage (unless pre-approved by the County), phone calls, certificates, etc. as required by this Agreement.

**Service Arrangements:**

Individual Service Arrangements will authorize the amount and frequency of service to be provided to each client. Provider cannot exceed the authorized amount of service to be provided without having received prior approval from the involved County worker, or designee, to do so.

**Billing:**

- Time should be tracked and billed in 15-minute increments.
- Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis.
- While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly.
- Provider must meet "end of the year" budget deadlines to be paid for December.

## HOUSTON COUNTY AGENDA REQUEST FORM

**Date Submitted: 02.27.24**

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

### **Consent Agenda:**

Consider approving an Exempt Permit for Minnesota Lawful Gambling Application LG220 for District 300 Foundation for gambling (raffle) activities to be conducted at Valley High Golf Club in Mound Prairie Township with a drawing to be held on April 26, 2024, with no waiting period.

**Reviewed by:**

\_\_\_\_ HR Director

\_\_\_\_ Finance Director

\_\_\_\_ IS Director

\_\_\_\_ County Attorney

\_\_\_\_ Environmental Svcs

\_\_\_\_ County

Sheriff

\_\_\_\_ County

Engineer

\_\_\_\_ Other

Other

(indicate

X dept)

\_\_\_\_ Auditor/Treasurer

**Recommendation:**

**Decision:**



RESOLUTION NO. 24-09

**MINNESOTA LAWFUL GAMBLING PERMIT APPROVAL  
DISTRICT 300 FOUNDATION**

February 27, 2024

BE IT RESOLVED, the Houston County Board of Commissioners does hereby approve the Minnesota Lawful Gambling Application LG220 for Exempt Permit for District 300 Foundation for gambling activities to be conducted at the Valley High Golf Club in Mound Prairie Township on April 26, 2024, with no waiting period.

**\*\*\*\*\*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 February 27, 2024.

WITNESS my hand and the seal of my office this 27th day of February 2024.

(SEAL)

---

Polly Heberlein  
Interim Auditor/Treasurer

**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: DISTRICT 300 FOUNDATION

Previous Gambling Permit Number: X-\_\_\_\_\_

Minnesota Tax ID Number, if any: \_\_\_\_\_

Federal Employer ID Number (FEIN), if any: \_\_\_\_\_

Mailing Address: PO BOX 34

City: LA CRESCENT

State: MN

Zip: 55947

County: HOUSTON

Name of Chief Executive Officer (CEO): BRITTNEY EYMAN

CEO Daytime Phone: \_\_\_\_\_

CEO Email: \_\_\_\_\_

(see indicated below)

Email permit to (if other than the CEO): \_\_\_\_\_

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal

☐ Religious

☐ Veterans

☒ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

Secretary of State website, phone numbers:

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

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): VALLEY HIGH GOLF CLUB

Physical Address (do not use P.O. box): 9203 MOUND PRAIRIE DRIVE

Check one:

☐ City: \_\_\_\_\_

Zip: \_\_\_\_\_

County: \_\_\_\_\_

☒ Township: MOUND PRAIRIE

Zip: 55943

County: HOUSTON

Date(s) of activity (for raffles, indicate the date of the drawing): APRIL 26, 2024

Check each type of gambling activity that your organization will conduct:

☐ Bingo

☐ Paddlewheels

☐ Pull-Tabs

☐ Tipboards

☒ Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

# LG220 Application for Exempt Permit

4/23  
Page 2 of 3

## LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

### CITY APPROVAL for a gambling premises located within city limits

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

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

Signature of City Personnel: \_\_\_\_\_

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

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

### COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

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

Signature of County Personnel: \_\_\_\_\_

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

### TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: Moand Prairie

Signature of Township Officer: \_\_\_\_\_

Title: Chairperson Date: 2-15-2024

## CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature must be CEO's signature; designee may not sign)

Print Name: BRITTNEY EYMAN

## REQUIREMENTS

### Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

### Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Date privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

## MAIL APPLICATION AND ATTACHMENTS

### Mail application with:

- a copy of your proof of nonprofit status; and
- application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

### Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

# Houston County Agenda Request Form

Date Submitted: 2/21/2024

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:**

Authorize payment of \$15,704.78 to Nexis Family Healing (SERCC service provider) to resolve program shortfall related to first three years of operation. The 10 CREST Counties in SE MN are contractually obligated to cover this shortfall as payor of last resort. This amount is Houston County's proportional share (by population).

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

Current purchase of service agreement between Counties and Nexis, and copy of invoice.

**Justification:**

**Action Requested:**

Approve request as presented.

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>
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

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

## PURCHASE OF SERVICE AGREEMENT

Olmsted County through its Health, Housing and Human Services Division, "County", and **Nexus Family Healing**, 505 US 169 North, Suite 500, Plymouth, MN 55441, operating the **Southeast Regional Crisis Center (SERCC)**, 2121 Campus Drive SE, Rochester, MN 55904, "Provider", enter into this Agreement for the term of January 1, 2023 to December 31, 2023 and shall remain in effect until a new Agreement is signed by both parties or terminated under provisions of the Termination section of this Agreement.

### WITNESSETH

WHEREAS, Provider is an approved vendor according to the Minnesota Statutes, section 256.0112 to provide services as specified herein; and

WHEREAS, this Agreement shall serve as a lead county contract in accordance with Minnesota Statutes section 256.0112, subdivision 6; and

WHEREAS, the Provider is a non-profit corporation licensed under Minnesota Department of Human Services Rule 36 and has met the requirements of Rule 36 (Minnesota Rule 9520.0500 to 9520.0670) through the alternative, standards developed by the Department of Human Services for programs providing the Intensive Residential Treatment Services and Residential Crisis Stabilization Services; and

WHEREAS, County shall purchase such services from Provider pursuant to Minnesota Statutes sections 373.01, 373.02, 245.465 and 256M.60; and

WHEREAS, Provider represents that it is duly qualified and willing to perform such services,

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, County and Provider agree to the following service provisions:

1. Purchase of Service:
  - a. Pursuant to Minnesota Statutes Chapter 256M (Vulnerable Children and Adults Act) and Minnesota Statutes Chapter 245 (Comprehensive Adult Mental Health Act and Comprehensive Children's Mental Health Act) and as further detailed in Exhibit A to this Agreement. Olmsted County and Provider agree to the following services:

#### SERVICE DESCRIPTION

##### **See Exhibit A**

- b. Intensive residential rehabilitative mental health services are governed by Minnesota Statutes, Sections 256B.0622, 245.472, and Minnesota Rules 9520.0500 to 9520.0670. These services must be designed to be carried out in a manner which promotes consumer choice and the active involvement of consumers in the treatment



process, for the purpose of enhancing psychiatric stability and personal and emotional adjustment. Services must focus upon supporting recovery through the use of established rehabilitative principles and evidence-based practices.

- c. The Provider is approved to provide Intensive Residential Treatment Services which includes but is not limited to the following services:
  - 1) Recipient supervision and direction.
  - 2) Individualized assessment and treatment planning.
  - 3) Living Skills Development; including: Medication self-administration where appropriate.
  - 4) Illness management and recovery.
  - 5) Integrated dual diagnosis treatment.
  - 6) Family education.
  - 7) Crisis assistance.
  - 8) Development of health care directives and crisis prevention plans.
  - 9) Nursing services.
  - 10) Inter-agency case coordination.
  - 11) Recipient transition and discharge planning; and
  - 12) Assistance with Medical Assistance and other funding applications
- d. Preference for admission to the program will be as follows:
  - 1) Member counties of the CREST Adult Mental Health Initiative, then
  - 2) Member counties of the South/Central Mental Health Initiative (Blue Earth, Brown, Faribault/Martin, Freeborn, Le Sueur, Nicollet, Rice, Sibley, Watonwan); then
  - 3) All other counties in Minnesota.
  - 4) Other Admissions Criteria:
    - a) The admission process must comply with Medical Assistance policies and
    - b) Preferences listed above shall be consistent with the recipient's local support network and facilitating care coordination within the recipients' local mental health system.
- e. Purchased Services will be provided at SERCC, 2121 Campus Drive SE, Rochester, MN 55904 or at other locations authorized by County.

2. Cost and Delivery of Purchased Services:

- a. County/County of Financial Responsibility (CFR) will pay for services provided at SERCC in accordance with the rates listed on Exhibit A. The total amount to be paid for such Purchased Services shall not exceed amount indicated on individual service agreements. The unit cost for providing the services to reimbursement eligible clients is found in Exhibit A. Reimbursement shall be made on the basis of 100% of the full cost of services to eligible clients.
- b. Daily Rate for Room and Board for Adult Residential Beds Only: The room and board rate for the facility is based upon the Housing Support rate set by the Department of

Human Services and is adjusted each year on July 1st. As they occur, adjustments to room and board rates made by the Department of Human Services will be incorporated into this agreement.

- c. For purposes of computing the cost owed pursuant to this Agreement, a day will consist of a twenty-four-hour period, from 12:01 a.m. to 12:00 p.m. The Provider may bill for the day of admission but not the day of discharge. The Provider cannot bill the per diem for days that a recipient is not present in the facility.
- d. For those eligible MA recipients, the Provider shall provide individual information in a form acceptable to the County of Financial Responsibility by the fifteenth day of each calendar month for recipients served during the previous month. Such information will indicate:
  - 1) The name of each eligible recipient.
  - 2) County of financial responsibility
  - 3) An itemized listing of the days in which services have been provided to the eligible recipient
  - 4) Total amount of payment for each eligible recipient including MA or private insurance.
  - 5) Age, race, and sex of each recipient
- e. For those recipients that are non-MA eligible the Provider shall, on the 15th day of each calendar month, submit individual billing information to the County of Financial Responsibility for such recipients served during the previous month. Such invoice information shall indicate:
  - i. The name of each eligible recipient, including the source of each recipient's referral.
  - ii. County of financial responsibility
  - iii. An itemized listing of the days in which services have been provided to the eligible recipient.
  - iv. Total amount of payment requested for each eligible recipient.
  - v. Age, race, and sex of each recipient.
- f. Monitoring Costs and Revenues – The Provider is limited to charging for services at a rate no greater than the actual cost plus a reasonable return to agency, as approved by Olmsted County and the Department of Human Services. The Provider will track actual expenditures and revenues and compare them to the approved budget. If the Provider generates revenue above its approved expenditures and a retroactive rate adjustment takes place, the Provider agrees to repay the over-paid amount within 90 days of being requested to do so by the Department of Human Services. The Provider agrees to submit expenditures, utilization and revenue information to the Department of Human Services on or before March 1<sup>st</sup> of the next calendar year after the contract term end date.
- g. Provider certifies:

- 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.
  - 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
  - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.
- h. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.
3. Eligibility for Services:
  - a. Eligibility of crisis services for clients will be determined by the Provider.
  - b. For SERCC – Children Residential Only:
    - 1) Upon determination of eligibility, Provider shall send to County/CFR a notice of crisis services provided no later than one (1) business day.
    - 2) County/CFR will no later than one (1) business day upon receipt of the notice of crisis services provided, confirm in writing to the Provider the client's eligibility.
    - 3) Consumers 18 years of age but still attending high school may be placed in Children Residential in order to continue attending school. County/CFR process will be the same as other Children Residential placements.
  - c. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
  - d. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
  - e. Provider must establish written procedures for discharging a participant or terminating services to a participant.
4. Delivery of Services:

Except as noted the Provider retains control over:

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

- c. Nothing in the agreement requires Provider to serve eligible participants, but all participants must be given the right to apply. If services are denied, the participant must be informed of the reason for denial and the process for appealing the denial.
- 5. Payment for Purchased Services
  - a. Certification of Expenditures:  
Provider shall submit an invoice that includes the services and coding in accordance with parameters listed on Exhibit A no later than fifteen (15) days after the end of the month/quarter.
  - b. Payment for Purchased Services:  
County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible participants that are correct and complete, and are within the service totals specified in Exhibit A.
- 6. Standards and Licenses:  
Provider agrees to:
  - a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
  - b. Supply copies of required licenses, certifications or registrations to County upon request.
  - c. Inform County, in writing, of the following related to it or its employees immediately upon:
    - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status;
    - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing;
    - 3) Any federal exclusion of an individual or entity providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
  - d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
  - e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.

- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
  - g. Maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by County.
  - h. The Provider must maintain a Rule 36 license under Minnesota Rules, parts 9520.0500 to 9520.0630; and meet the Provider standards contained in the Rule Variance parts R36V developed by the Department of Human Services.
  - i. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice and receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.
  - j. Comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq, 45 CFR § 80 and the Olmsted County Limited English Proficiency Plan. If an Olmsted County participant needs language assistance, the Provider may contact the County case worker (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.
  - k. Acknowledge that this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All court proceedings related to this Agreement shall be venued in the Olmsted County District Court, in the State of Minnesota court system.
7. Audit and Record Disclosures:
- a. Provider agrees to maintain, and upon request, furnish County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services.
  - b. Provider shall keep such business and participant records pursuant to the Agreement as would be kept by a reasonable prudent practitioner of Provider's profession. Provider shall maintain such records for at least 10 years from the date services or payment were last provided. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents, records, and participant files at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County, State and/or Federal Departments of Human Services, applicable managed care



plans, and legislative/state auditors.

- c. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services (DHS) and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- d. Provider shall provide County with reports as County may from time to time reasonably require, including, but not limited to the following:
  - ☒ ☒ Revenue and Expense Statement and Balance Sheet on an annual basis
  - ☒ Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Agreement term.
  - ☐ Provider shall comply with the audit standards as set forth in the Single Audit Act 45 CFR Part 75.
  - ☒ Monthly/Quarterly/As Specified: Mental Health Information System required data on each mental health client.
    - 1. Client specific ID number that adheres to data privacy restrictions in Minnesota Statutes, Chapter 13,
    - 2. The type of number of units of service provided to each client, and
    - 3. The date of birth, race and gender of each client.
  - ☒ Monthly report of the County-funded clients served, including the length of stay.
  - ☐ (Other) \_\_\_\_\_
- e. Provider shall request participant consent for the release of information to be used for billing and individual record audit purposes. Provider shall document the request in the participant's record and be responsible for keeping each consent up to date during the term of the Agreement. If Provider is unable to obtain consent for the release of private data, Provider shall report participant's activities to County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- f. Provider shall notify County within five (5) days of any changes in location, ownership, or key staff integral to the performance of this Agreement.
- g. County's procedures for monitoring and evaluating Provider's performance under this Agreement may include, but are not limited to, on-site visits, review of participant files, review of Provider's financial, statistical, and program records, review of reports and data supplied by Provider at County's request.
- h. If County discovers any practice, procedure, or policy of Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the

fiscal integrity of such program, or compromises the health or safety of recipients of the service, County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of County within thirty (30) days, unless County notifies Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

- i. County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Audit and Record Disclosures section.

8. Notices

All notices or other communications shall be sufficiently given when delivered via email with capability to track "receipt" or "read" of the e-mail or certified mail to the parties as set forth below:

- a. County: HHH Contract Management  
2117 Campus Drive SE, Suite 200  
Rochester, MN 55904  
[HHHContractManagement@olmstedcounty.gov](mailto:HHHContractManagement@olmstedcounty.gov)
- b. Provider: Nicole Muecheck  
SERCC  
2121 Campus Drive SE  
Rochester, MN 55904  
[nmuecheck@serccnexus.org](mailto:nmuecheck@serccnexus.org)

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

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, Provider shall immediately give notice in accordance with the Notices section. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.
- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, Chapter 260E.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572.

Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

10. Safeguard of Participant Information

- a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.
- b. Provider agrees to defend, indemnify, and save and hold County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- c. The individual employed by Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (4) shall be Nicole Muckeck.
- d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** County, including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re- pricing; or otherwise as provided by 45 CFR § 160.103, Provider/Contractor is a business associate of County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree to comply with the Civil Rights Act of 1964 and 1991 as amended, Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age,

physical or mental disability, veteran's status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.

- b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
- c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to discrimination by Provider or its employees.

To the extent applicable, Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months. Provider has executed Exhibit C – Affirmative Action Form which is incorporated herein by this reference.

12. Conflict of Interest:

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

13. Contract Disputes:

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Director of Adult and Family Services and a County Contract Manager. A written copy of the determination will be provided to Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, Provider furnishes to County a written appeal as per the Notice Section. The decision of County for the determination of such appeals, shall be through the Deputy Administrator of Health, Housing and Human Services Division and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to

imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Provider shall proceed diligently with the performance of the Agreement.

b. This disputes clause does not preclude consideration of questions of law.

14. Fair Hearing and Grievance Procedures:

Provider agrees to provide for a fair hearing and grievance procedure in compliance with Fair Hearing and Grievance Procedures established by administrative rules of DHS and Minnesota Statutes, section 256.045, and provide a copy of said procedure to County upon request.

15. Indemnification:

a. Provider does hereby agree that it will defend, indemnify, and hold harmless County and DHS against any and all liability, loss, damages, costs and expenses which County and/or DHS may hereafter sustain, incur, or be required to pay:

- 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Provider or any officer, agent, or employee thereof; or
- 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
- 3) By reason of any negligent act or omission or intentional act of Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

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

16. Insurance and Bonding:

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

- ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. County must be named additional insured and shall be sent a



certificate of insurance on an annual basis.

- ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
- ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
- ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a participant's funds or belongings with a minimum amount of \$15,000; when Provider and/or Provider employees handle participants' funds or have direct access to participants' belongings.

- b. By signing this Agreement, Provider certifies that they are in compliance with this Section.
- c. Provider is solely responsible to maintain the insurance requirements listed in this Section and provide documentation upon County request. If requested documentation is not provided, County reserves the right to request said documentation directly from Provider's insurance agent(s).
- d. Failure by Provider to maintain insurance coverage as listed in this Section is a default of this Agreement.

17. Contractor Debarment, Suspension, and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, section 16C.03, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, Provider certifies that they are in compliance with these regulations. Provider has executed Exhibit D – Excluded Provider Form which is incorporated herein by this reference.

18. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, County may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.
- b. For providers of adult mental health services, in accordance with Minnesota Statutes, section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services (DHS) must be named as a third-party beneficiary to this Agreement. Provider specifically acknowledges and agrees that DHS has standing to and may take any appropriate administrative action or may sue Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between County and Provider. Provider specifically acknowledges that County and DHS are entitled to and may recover from Provider reasonable attorney's fees and costs and

disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third- party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

- c. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health requirements.

19. Independent Contractor:

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

20. Subcontracting and Assignment:

Provider shall neither enter into subcontracts for nor assign the performance of this Agreement without prior written approval of County.

21. Modification of Agreement:

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

22. Default:

- a. Force Majeure: Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, pandemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by County. Provider shall immediately notify County, according to the Notices section, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/termination of the Agreement.
- c. Default by Provider: Unless cured or excused by the Force Majeure provision or County default, each of the following shall constitute default on the part of the Provider:
  - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
  - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
  - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including County;
  - 5) Failing to perform any other material provision of this Agreement.
- d. Default by County Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of County:
  - 1) Making material misrepresentations either in the Agreement, Exhibit or other attachments or in any other material provision or condition relied upon by Provider in the making of this Agreement
  - 2) Failing to perform any other material provision of this Agreement.
- e. Written Notice of Default: No event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail or via e-mail where a "delivery" and/or "read" receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. Cure Period: if the party in default fails to cure the specified circumstances as

described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.

23. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.
- b. Termination with Cause: County may suspend and/or terminate this Agreement for good cause immediately upon written notice to Provider. "Good cause" includes, but is not limited to, failure of Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to the Cure Period of this Agreement.
- c. Reduction and/or Termination of Government/Grant Funding: Notwithstanding any other provision of this Agreement, if the funding entity terminates or reduces its funding to County for services that are to be provided under this Agreement, then County may, by amendment, reduce funding, modify service provision or terminate the Agreement as appropriate. County will notify Provider as soon as it receives confirmation of reduction/termination from the funding entity. Furthermore, County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: The notice shall state the effective date of the termination. All Notices of Termination shall be made by certified mail or via e-mail where a "delivery" and/or "read" receipt option is available or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in the Notices section of this Agreement.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, Provider shall:
  - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
  - 2) Notify all participants of the Notice of Termination who are receiving services pursuant to this Agreement;
  - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
  - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
  - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination,

County:

- 1) Shall make final payment within thirty-five (35) days of receipt of final invoice for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
  - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer participants to Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
- 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
  - 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
  - 3) County and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
  - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant's files to County or the participant's new provider of services.

24. Contract Rights, Remedies, and Waiver:

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

25. Damages:

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

26. Merger:

It is understood and agreed that the entire agreement of the parties is contained in Sections 1-26, Exhibits A-D. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

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

NEXUS FAMILY HEALING

BY: DocuSigned by: Michelle Murray DATED: 2/1/2023 | 4:29 PM CST  
AB29E5E5019D4FE...

Michelle Murray  
Chief Executive Officer

OLMSTED COUNTY HEALTH, HOUSING AND HUMAN SERVICES

BY: DocuSigned by: Amy Thompson DATED: 3/2/2023 | 3:53 PM CST  
35416BCC4B9D479...

Amy Thompson  
Director, Adult and Family Services





505 Hwy 169 N, Suite 500

Plymouth, MN 55441

763.551.8640

# INVOICE

INVOICE #

DATE

2020 - 2023 Shortfall

2/20/2024

BILL TO

John Pugleasa

Houston County

John.Pugleasa@co.houston.mn.us

CUSTOMER ID

TERMS

**Due Upon Receipt**

DESCRIPTION	%	UNIT PRICE	AMOUNT
2020 - 2023 Shortfall	4.27%	\$ 368,340	\$ 15,709.78
			-
			-
SUBTOTAL			15,709.78
TAX RATE			0.000%
TAX			-
TOTAL			\$ 15,709.78

If you have any questions about this invoice, please contact

**Mindi Zamzow, Finance Director**

**mzamzow@nexusfamilyhealing.org**

**505 Hwy 169 N, Suite 500 Plymouth, MN 55441**



## 2023 CRP, Certificate of Rent Paid

### Renter/Unit Information

JOE		HORIHAN		Electronic Certificate Number (ECN)	
Renter First Name and Initial		Renter Last Name		05/01/2023 09/30/2023	
224 KINGSTON ST S		12		Rented from (MM/DD/YYYY) to (MM/DD/YYYY)	
Rental Unit Address		Unit		5 1	
CALEDONIA	MN	55921	HOUSTON	Total Months Rented	Total Adults Living in Unit
City	State	ZIP Code	County		

### Property Information

Place an X if the property is:

<input type="checkbox"/> (1) Adult Foster Care	<input type="checkbox"/> (2) Assisted Living	<input type="checkbox"/> (3) Intermediate Care Facility	21.0039.000
<input type="checkbox"/> (4) Nursing Home	<input type="checkbox"/> (5) Mobile Home	<input type="checkbox"/> (6) Mobile Home Lot	Property ID or Parcel Number
			13
			Number of Units on This Property

### Rent Details

A. Was any rent paid by Medical Assistance (see instructions)? ☐ (A) Yes ☒ No If yes, enter amount: A ■

B. Did the renter receive Minnesota Housing Support (formerly GRH)(see instructions)? ☐ (B) Yes ☒ No If yes, enter amount: B ■

### Total Rent

1 Renter's share of rent paid (see instructions) .....	1	1600.00
2 Caretaker rent reduction (see instructions) .....	2	
3 Total rent (Add lines 1 and 2) .....	3	1600.00

### Property Owner

LOREN & CAROL LAPHAM	507-500-0872
Property Owner Name	Daytime Phone
21759 STATE 76	MN 55921
Property Owner Address	City State ZIP Code

### Sign Here

I declare that this certificate is correct and complete to the best of my knowledge and belief.

Owner or Agent Signature	02/21/2024
	Date (MM/DD/YYYY)
Managing Agent Name, if Applicable (please print)	507-500-0872
	Daytime Phone

### Renter Instructions

Use this certificate to complete Form M1PR, Homestead Credit Refund (for Homeowners) and Renter's Property Tax Refund. When you file Form M1PR, you must attach all CRPs used to determine your refund. Keep copies of Form M1PR and all CRPs for your records.

**Note:** The property owner or managing agent must give each renter living in a unit a separate CRP showing that they paid an equal portion of the rent, regardless of the portion actually paid.

For forms and tax-related information, go to our website at [www.revenue.state.mn.us](http://www.revenue.state.mn.us), or call 651-296-3781 or 1-800-652-9094.



## **ACTION ITEMS for 2/27/24**

- 1) Consider the change orders presented by Towmaster for snow plow boxes ordered in 2022 and 2023. The current changes result in a price of \$194,371.00 per box from the amended totals on 1/10/2023. This results in a \$5,973.00 decrease in cost for each box for a \$11,946.00 decrease. (Pogodzinski)
- 2) Consider approving request to purchase a Tandem Axel Truck off the State bid from Nuss Truck for a purchase price of \$158,170.38. Total cost with motor vehicle tax will be \$169,044.59. (Pogodzinski)
- 3) Consider approving request to purchase a box for the above tandem axle truck off the State bid from Towmaster in the amount of \$210,678.00. (Pogodzinski)
- 4) Consider approving request to purchase a new John Deere 644P mid-size wheel loader for the price of \$305,605.00 from RDO Equipment Company. The trade unit will be a 2001 Case 721C Wheel Loader for a value of \$30,000.00 leaving a balance due of \$275,605.00 (Pogodzinski)
- 5) Consider approving request to purchase a new Case 321F compact wheel loader in the amount of \$106,021.00 from Titan Machinery. The trade unit will be a 2017 Case 321F Wheel Loader for a value of \$50,500.00 leaving a balance due of \$55,521.00. (Pogodzinski)
- 6) Consider approving request to trade unit #4223, JD 325G compact loader for \$2,000. (Pogodzinski)
- 7) Consider request to advertise CP 2024-06 sealcoat project for CSAH 3 and CSAH 16. An additional \$75,000 increase in budget is also requested. (Pogodzinski)
- 8) Consider approving request to purchase a new forestry head attachment from Sanco Equipment for \$23,660.00 for maintaining County right-of-way. (Pogodzinski)
- 9) Consider options for trading or keeping the 2023 John Deere 333G track loader.  
Option 1 is to purchase an extended warranty.  
Option 2 is to keep unit without warranty (Pogodzinski)
- 10) Considering accepting Local Bridge Replacement Program (LBRP) funds in the amount of \$85,505.88 for project SAP 028-620-016 by approving and signing the grant agreement. (Pogodzinski)

**Supplementary Information  
for  
Equipment and Sealcoat Discussion**

## Highway Budget Adjustments

	2024 Budget Approved	2024 Actual	Increase
<b>REVENUES</b>			
NET REGULAR MAINTENANCE	1,797,779.52	2,013,828.50	216,048.98
MUNICIPAL MAINTENANCE	154,267.86	167,785.00	13,517.14
<b>TOTAL INCREASE</b>	<b>1,952,047.38</b>	<b>2,181,613.50</b>	<b>229,566.12</b>

	2024 Budget Requested	
<b>EXPENDITURES</b>		
COUNTY PROJECTS	1,000,000.00	1,075,000.00
EQUIPMENT	793,213.00	839,849.00
TRADE OR EXTENDED WARRANTY FOR JD 333G	5,000.00	-
FORESTRY HEAD ATTACHMENT	-	23,660.00
<b>TOTAL INCREASE</b>	<b>1,798,213.00</b>	<b>1,938,509.00</b>

UNALLOCATED ALLOTMENT BALANCE	89,270.12
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## Houston County Agenda Request Form

Date Submitted: February 6, 2024 Board Date: February 27, 2024

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Request Board approval to accept the change orders from Towmaster for the snow plow boxes approved in 2022 and 2023.

The revised amount results in a decrease of \$5,973.00 for each box for a total decrease of \$11,946.00.  
State Contract S863(5) Contract #222949

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

**Justification:**

**Action Requested:**

Request approval of both change orders.

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

All agenda request forms must be submitted to Allison Wagner at [BOC@co.houston.mn.us](mailto:BOC@co.houston.mn.us) by 12:00 p.m. o Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

Houston County Highway Equipment									
Unit #	Agenda Item	Change Order Discussion				Budget Over/Under from Original Budget			
		Approved 2/22/22	Amended 1/10/23	Total	Amend 2/26/24	Current Total	Original Budget		
	2022 Towmaster - Plow Truck Box	163,323.00	37,021.00	200,344.00	(5,973.00)	194,371.00			
	2022 Nuss Truck - Chassis	142,289.92	9,002.87	151,292.79		151,292.79			
	Total Truck and Box 2022					345,663.79	285,000.00		60,663.79
						Sale of Truck			
	2023 Towmaster - Plow Truck Box		200,344.00	200,344.00	(5,973.00)	194,371.00			(5,000.00)
	2023 Nuss Truck - Chassis		172,108.94	172,108.94		172,108.94			
	Total Truck and Box 2023					366,479.94	320,000.00		46,479.94
						Sale of Truck			
									(5,000.00)
	Over Budget	\$ (11,946.00)				\$			
						\$ 97,143.73			



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

CHANGE ORDER - - 2/7/28  
Deleted Items, added  
notations.

Reference No.  
CO 283664

**\*\* SALES ORDER \*\***

<b>Ship To:</b>	<b>Cust:</b>	<b>3091</b>	<b>Phone:</b>	<b>Bill To:</b>	<b>Phone:</b>
HOUSTON COUNTY HIGHWAY DEPT				HOUSTON COUNTY HIGHWAY DEPT	
1124 E WASHINGTON ST				1124 E WASHINGTON ST	
CALEDONIA		MN 55921	USA	CALEDONIA	MN 55921

ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
SIGNED QUOTE	TIM ERICKSON	NET 30 DAYS	2/23/22	2/07/24	

Serial No.

Order Comments: \*\*STATE OF MN CONTRACT  
222949\*\*

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

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9906250	- Body APB 15'-46-56 FD All Purpose body manufactured from 7 ga Stainless Steel 1/4" floor, Double acting plain tailgate, (no chutes) 34" wide conveyor, dual direct drive motors Direct drive cross auger, telescopic hoist, NO CAB SHIELD, front sliding feedgate, standard spinner assembly NO LIGHTS, NO OVALS in RCP, 409 stainless steel corner post, air trip tailgate release, Board pockets, 1 body prop, High Temp belt over chain, slat on every link. NO UNDERSIDE CONVEYOR COVER	\$61,372.00	\$61,372.00
1	SPECIAL NOTE - Special Note: UNDERSIDE CONVEYOR COVER & CABLE PULL-OFF VALVE DELETED FROM CONFIGURATION AS PER CUSTOMER REQUEST			
1	CUSTOM - Custom Equipment Pkg consisting of: CENTER (TALL) BOARD SUPPORTS, INTERIOR STEPS ADDED TO BODY, AND D-RING ADDED TO INSIDE TOP OF TAILGATE		\$725.00	\$725.00
1	9903157	- Body Option Swenson APB Double Acting Cylinder in Lieu of Std Single Acting **NOTE: NO CABLE PULL-OFF VALVE WANTED - - SEE NOTE AT END OF ORDER	\$1,903.00	\$1,903.00
1	9903159	- Body Option Swenson APB Air Operated Tailgate Control with Air Switch	\$307.00	\$307.00
1	9901701	- Installation of Dump Body to hoist **NOTE: CUSTOMER REQUIRES SOLID STATE 3/4" DIA "PENCIL LIGHTS" TO BE USED FOR REAR AND SIDE MARKER LIGHTS, ALONG WITH REQUIRED REFLECTORS	\$2,262.00	\$2,262.00

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
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Reference No.

CO 283664

## \*\* SALES ORDER \*\*

<b>Ship To:</b>	<b>Cust:</b>	<b>3091</b>	<b>Phone:</b>	<b>Bill To:</b>	<b>Phone:</b>
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1124 E WASHINGTON ST				1124 E WASHINGTON ST	
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ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
SIGNED QUOTE	TIM ERICKSON	NET 30 DAYS	2/23/22	2/07/24	
Serial No.					

**PLACED IN THE SAME REGION OF THE LIGHTS.**

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9901702	- Installation of air operated tailgate latch kit, with solenoid valve in hydraulic valve enclosure.	\$425.00	\$425.00
1	9900147	- Body acc Box Vibrator - Cougar model DC3200	\$796.00	\$796.00
1	9901703	- Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.	\$496.00	\$496.00
1	9900148	- Body acc'y License plate light at rear (for weld on cabshields) installed	\$305.00	\$305.00
1	9900149	- Body acc'y MUDFLAPS, FRONT (of driver wheels) w/ brkts installed	\$590.00	\$590.00
1	9900150	- Body acc'y Grab Handle, un-plated, weld-on installed (ea) SPECIFY LOCATION HERE:	\$43.00	\$43.00
1	9901225	- Cabshield, 1/2 type weld-on style, Stainless Steel, attached to body	\$2,976.00	\$2,976.00
1	9900207	- Ladder Access ladder (STAINLESS STEEL) Including Grab Handle above, and Interior Step, ea, Installed	\$827.00	\$827.00
**NOTE: LADDER NEEDS TO EXTEND BELOW THE BODY SIDE RUBRAIL TO ALLOW FOR EASIER ACCESS. AT LEAST 1 ADDITIONAL RUNG LOWER THAN PREVIOUS EXAMPLES. SPECIFY LOCATION HERE: LH FRONT AREA				
1	9900209	- Body acc'y Shovel Holder, Vertical fork/ring style (ea)	\$85.00	\$85.00
1	9900211	- Body acc'y Dual "split" sander manifolds	\$534.00	\$534.00
1	9900215	- Light Db1 Face Turn Lights w/steel protectors (cabshield sides)	\$598.00	\$598.00

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



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Reference No.

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## \*\* SALES ORDER \*\*

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ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
SIGNED QUOTE	TIM ERICKSON	NET 30 DAYS	2/23/22	2/07/24	
Serial No.					

1 9904246 - Light Warning TMTELSS-3 PKG: (2) STAINLESS STEEL 23H	\$4,995.00	\$4,995.00
3-light LED Micro-Edge, (2) 5M-400 Super-LED, (2) Side TIR3 LED, (2)		
) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M		
Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights		
Installed		
1 9905778 - Light Mirror Mounted ABL 3800 LED HEAD LAMP PLOW LIGHTS	\$1,506.00	\$1,506.00
W/ICE MELTING TECHNOLOGY Installed		
1 9900259 - Light acc'y LED work light with disconnect Installed	\$589.00	\$589.00
**NOTE: BOX CARGO LIGHT - - MOUNTED ON CABSHIELD TO SHINE INSIDE OF		
DUMP BODY. SEE PREVIOUS EXAMPLES		
1 1965280 - Minimizer FKMACK2B Floor Mat Set for TDM and SGL	\$249.00	\$249.00
1 9900279 - Body Acc'y Side Boards (SGL or TDM) 2" OAK (rough sawn)	\$788.00	\$788.00
2-pc, Installed.		
1 9901711 - Installation of Telescopic DOUBLE acting hoist	\$1,335.00	\$1,335.00
1 9902920 - Scraper FALLS IB-11A 1" MB, w/single lift cylinder, LESS	\$8,458.00	\$8,458.00
CUTTING EDGES		
1 9902822 - VBL Vallite Curved Double Bevel 3/4" x 6" x 5' w/5/8" dia	\$113.00	\$113.00
holes, cutting edge		
1 9902830 - VBL Vallite Curved Double Bevel 3/4" x 6" x 6' w/5/8" dia	\$135.00	\$135.00
holes, cutting edge		
1 9901705 - Installation of underbody fixed angle scraper w/single lift	\$3,546.00	\$3,546.00
cylinder		

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
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Reference No.  
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## \*\* SALES ORDER \*\*

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SIGNED QUOTE	TIM ERICKSON	NET 30 DAYS	2/23/22	2/07/24	
Serial No.					

1 9904232 - Scraper FORCE Up Charge Electric pressure transmitter to read on LCD screen installed	\$429.00	\$429.00
1 9900351 - Scraper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve, installed	\$523.00	\$523.00
1 9902941 - Wing Falls RHSDL9A-HYDPB Primed LESS CUTTING EDGES	\$13,631.00	\$13,631.00
1 9902855 - VBL 3/4" x 6" - 9' Carbon Steel Snow Blade	\$223.00	\$223.00
1 9900388 - Installation Falls SDL Series Wing - w/Bulkhead Couplers	\$6,173.00	\$6,173.00
1 9900477 - Wing Falls Hwy Orange - Paint Moldboard	\$430.00	\$430.00
1 9900557 - Plow Hitch Falls 44XB2/STD/STD/DA-HITCH	\$3,975.00	\$3,975.00
1 9900590 - Installation Falls Plow Hitch - 40 Series 4Line/STDBLKHD	\$2,632.00	\$2,632.00
1 9903091 - Plow Falls RH312R/SPR-TRP/NOSHU/PRI-E1/7GA LESS CUTTING EDGES	\$9,642.00	\$9,642.00
1 9900625 - Plow Push Unit Falls 24/44 Series Std	\$1,213.00	\$1,213.00
1 SPECIAL REQUEST - Special Request Charges for: REINFORCEMENT OF FALLS FLOW MOLDBOARD AS PER PREVIOUS EXAMPLES	\$838.00	\$838.00
1 9900639 - Plow Falls Rubber Belt Deflector Kit - Installed	\$471.00	\$471.00
1 9900679 - Plow Falls Hwy Orange Paint, Rev Plow, w/installation	\$570.00	\$570.00
1 9900730 - Plow Falls SCR-ADJ/SOE/REV-PLW/STD	\$837.00	\$837.00
*--- Continued ---*		

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:





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

Reference No.

CO 283664

**\*\* SALES ORDER \*\***

<b>Ship To:</b>	<b>Cust:</b>	<b>3091</b>	<b>Phone:</b>	<b>Bill To:</b>	<b>Phone:</b>
HOUSTON COUNTY HIGHWAY DEPT				HOUSTON COUNTY HIGHWAY DEPT	
1124 E WASHINGTON ST				1124 E WASHINGTON ST	
CALEDONIA	MN 55921	USA		CALEDONIA	MN 55921

ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
SIGNED QUOTE	TIM ERICKSON	NET 30 DAYS	2/23/22	2/07/24	

Serial No.

1	9902858 - VBL 3/4" x 6" - 12' Carbon Steel Snow Blade	\$297.00	\$297.00
1	9900758 - Hitch TMTE Heavy Duty plate ass'y w/light holes in plate,	\$723.00	\$723.00
1	9901716 - Hitch Installation of Pup Hitch (weld in style)	\$1,132.00	\$1,132.00
**NOTE: HITCH PLATE FACE TO BE LOCATED: SEE PREVIOUS EXAMPLE FOR PLACEME			
1	9900764 - Hitch PREMIER 2300 Air Cushion Pintle, installed	\$1,235.00	\$1,235.00
**NOTE: HEIGHT TO BE 24" GROUND TO SADDLE			
1	9902493 - Hitch 7 contact Standard Round Pin Std socket installed	\$164.00	\$164.00
1	9900769 - Hitch TMTE Pup hyd line w/std Coupler & pup trip switch pkg, installed	\$714.00	\$714.00
1	9901733 - Sander Install & configure sander components as rigid frame mount on chassis	\$4,608.00	\$4,608.00
**NOTE: SEE PREVIOUS EXAMPLE FOR SANDER SPINNER LINES TEE-OFF AND ROUTED TO REARHITCH PLATE.			
1	9900852 - Valve System, Force Add-A-Fold MCV-ISO Valve 10 Functions , INSTALLED	\$18,998.00	\$18,998.00
NOTE: BOX HOIST, PLOW LIFT, PLOW ANGLE, WING TOE, WING HEEL, WING PUSHBAR, SCRAPER LIFT, CONVEYOR, CROSS AUGER, & SPINNER. SEE ALSO ADDITIONAL LINE ITEMS BELOW			
1	9900998 - Valve Force PUP HOIST Section ADD-A-FOLD, Includes extra section & harness provision	\$1,454.00	\$1,454.00
1	9902500 - Control System Force ULTRA-5-5100EX-3F Commander control, Installed	\$15,622.00	\$15,622.00

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



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

Reference No.

CO 283664

**\*\* SALES ORDER \*\***

<b>Ship To:</b>	<b>Cust:</b>	<b>3091</b>	<b>Phone:</b>	<b>Bill To:</b>	<b>Phone:</b>
HOUSTON COUNTY HIGHWAY DEPT				HOUSTON COUNTY HIGHWAY DEPT	
1124 E WASHINGTON ST				1124 E WASHINGTON ST	
CALEDONIA	MN 55921	USA		CALEDONIA	MN 55921

ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
SIGNED QUOTE	TIM ERICKSON	NET 30 DAYS	2/23/22	2/07/24	
Serial No.					

1 9904959 - Slim-Line (space saver) 30 gal reservoir w/intank filter included, INSTALLED (STAINLESS STEEL)	\$5,289.00	\$5,289.00
1 9900888 - Pump Force FASD45L LS (6 ci) installed	\$6,015.00	\$6,015.00
1 9900871 - Switch TMTE BODY UP Installed (electric controls only)	\$258.00	\$258.00
1 9900884 - Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed	\$317.00	\$317.00
1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 3 yr Palfinger Hoists; 4 yr SwapLoader Hoists; 2 yr Hyd, Snow Equip, Tele Hoists, and all other items.		

Accepted by

Date

Price: \$194,371.00

Total Discounts:

Net Cost: \$194,371.00

Freight

Total: \$194,371.00



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

**CHANGE ORDER - - 2/7/24**  
**Deleted Items, Added**  
**notations.**

**Reference No.**  
 CO 293248

**\*\* SALES ORDER \*\***

<b>Ship To:</b>	<b>Cust:</b>	<b>3091</b>	<b>Phone:</b>	<b>Bill To:</b>	<b>Phone:</b>
HOUSTON COUNTY HIGHWAY DEPT	HOUSTON COUNTY HIGHWAY DEPT			HOUSTON COUNTY HIGHWAY DEPT	
1124 E WASHINGTON ST	1124 E WASHINGTON ST			1124 E WASHINGTON ST	
CALEDONIA	MN 55921	USA		CALEDONIA	MN 55921

ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
SIGNED QUOTE	TIM ERICKSON	NET 30 DAYS	1/12/23	2/07/24	

Serial No.

**Order Comments:** \*\*STATE OF MN CONTRACT  
 222949\*\*

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

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9906250	- Body APB 15'-46-56 FD All Purpose body manufactured from 7 ga Stainless Steel 1/4" floor, Double acting plain tailgate, (no chutes) 34" wide conveyor, dual direct drive motors Direct drive cross auger, telescopic hoist, NO CAB SHIELD, front sliding feedgate, standard spinner assembly NO LIGHTS, NO OVALS in RCP, 409 stainless steel corner post, air trip tailgate release, Board pockets, 1 body prop, High Temp belt over chain, slat on every link. <b>NO UNDERSIDE CONVEYOR COVER.</b>	\$61,372.00	\$61,372.00
1	SPECIAL NOTE - Special Note: <b>UNDERSIDE CONVEYOR COVER &amp; CABLE PULL-OFF VALVE DELETED FROM CONFIGURATION AS PER CUSTOMER REQUEST</b>			
1	CUSTOM - Custom Equipment Pkg consisting of: CENTER (TALL) BOARD SUPPORTS, INTERIOR STEPS ADDED TO BODY, AND D-RING ADDED TO INSIDE TOP OF TAILGATE		\$725.00	\$725.00
1	9903157	- Body Option Swenson APB Double Acting Cylinder in Lieu of Std Single Acting <b>**NOTE: NO CABLE PULL-OFF VALVE WANTED - - SEE NOTE AT END OF ORDER</b>	\$1,903.00	\$1,903.00
1	9903159	- Body Option Swenson APB Air Operated Tailgate Control with Air Switch	\$307.00	\$307.00
1	9901701	- Installation of Dump Body to hoist <b>**NOTE: CUSTOMER REQUIRES SOLID STATE 3/4" DIA "PENCIL LIGHTS" TO BE USED FOR REAR AND SIDE MARKER LIGHTS, ALONG WITH REQUIRED REFLECTORS</b>	\$2,262.00	\$2,262.00

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



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

Reference No.  
 CO 293248

## \*\* SALES ORDER \*\*

<b>Ship To:</b>	<b>Cust:</b>	<b>3091</b>	<b>Phone:</b>	<b>Bill To:</b>	<b>Phone:</b>
HOUSTON COUNTY HIGHWAY DEPT	HOUSTON COUNTY HIGHWAY DEPT			HOUSTON COUNTY HIGHWAY DEPT	
1124 E WASHINGTON ST	1124 E WASHINGTON ST			1124 E WASHINGTON ST	
CALEDONIA	MN 55921	USA		CALEDONIA	MN 55921

ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
SIGNED QUOTE	TIM ERICKSON	NET 30 DAYS	1/12/23	2/07/24	
Serial No.					

**PLACED IN THE SAME REGION OF THE LIGHTS.**

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9901702	- Installation of air operated tailgate latch kit, with solenoid valve in hydraulic valve enclosure.	\$425.00	\$425.00
1	9900147	- Body acc Box Vibrator - Cougar model DC3200	\$796.00	\$796.00
1	9901703	- Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.	\$496.00	\$496.00
1	9900148	- Body acc'y License plate light at rear (for weld on cabshields) installed	\$305.00	\$305.00
1	9900149	- Body acc'y MUFLAPS, FRONT (of driver wheels) w/ brkts installed	\$590.00	\$590.00
1	9900150	- Body acc'y Grab Handle, un-plated, weld-on installed (ea) SPECIFY LOCATION HERE:	\$43.00	\$43.00
1	9901225	- Cabshield, 1/2 type weld-on style, Stainless Steel, attached to body	\$2,976.00	\$2,976.00
1	9900207	- Ladder Access ladder (STAINLESS STEEL) Including Grab Handle above, and Interior Step, ea, Installed	\$827.00	\$827.00
<b>**NOTE: LADDER NEEDS TO EXTEND BELOW THE BODY SIDE RUBRAIL TO ALLOW FOR EASIER ACCESS. AT LEAST 1 ADDITIONAL RUNG LOWER THAN PREVIOUS EXAMPLES. SPECIFY LOCATION HERE: LH FRONT AREA</b>				
1	9900209	- Body acc'y Shovel Holder, Vertical fork/ring style (ea)	\$85.00	\$85.00
1	9900211	- Body acc'y Dual "split" sander manifolds	\$534.00	\$534.00
1	9900215	- Light Dbl Face Turn Lights w/steel protectors (cabshield sides)	\$598.00	\$598.00

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



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

Reference No.  
 CO 293248

## \*\* SALES ORDER \*\*

<b>Ship To:</b>	<b>Cust:</b>	<b>3091</b>	<b>Phone:</b>	<b>Bill To:</b>	<b>Phone:</b>
HOUSTON COUNTY HIGHWAY DEPT				HOUSTON COUNTY HIGHWAY DEPT	
1124 E WASHINGTON ST				1124 E WASHINGTON ST	
CALEDONIA		MN 55921	USA	CALEDONIA	MN 55921

ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
SIGNED QUOTE	TIM ERICKSON	NET 30 DAYS	1/12/23	2/07/24	
Serial No.					

1 9904246 - Light Warning TMTE1SS-3 PKG: (2) STAINLESS STEEL 23H	\$4,995.00	\$4,995.00
3-light LED Micro-Edge, (2) 5M-400 Super-LED, (2) Side TIR3 LED, (2)		
) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M		
Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights		
Installed		
1 9905778 - Light Mirror Mounted ABL 3800 LED HEAD LAMP FLOW LIGHTS	\$1,506.00	\$1,506.00
W/ICE MELTING TECHNOLOGY Installed		
1 9900259 - Light acc'y LED work light with disconnect Installed	\$589.00	\$589.00
**NOTE: BOX CARGO LIGHT - - MOUNTED ON CABSHIELD TO SHINE INSIDE OF		
DUMP BODY. SEE PREVIOUS EXAMPLES		
1 1965280 - Minimizer FKMACK2B Floor Mat Set for TDM and SGL	\$249.00	\$249.00
1 9900279 - Body Acc'y Side Boards (SGL or TDM) 2" OAK (rough sawn)	\$788.00	\$788.00
2-pc, Installed.		
1 9901711 - Installation of Telescopic DOUBLE acting hoist	\$1,335.00	\$1,335.00
1 9902920 - Scraper FALLS IB-11A 1" MB, w/single lift cylinder, LESS	\$8,458.00	\$8,458.00
CUTTING EDGES		
1 9902822 - VBL Vallite Curved Double Bevel 3/4" x 6" x 5' w/5/8" dia	\$113.00	\$113.00
holes, cutting edge		
1 9902830 - VBL Vallite Curved Double Bevel 3/4" x 6" x 6' w/5/8" dia	\$135.00	\$135.00
holes, cutting edge		
1 9901705 - Installation of underbody fixed angle scraper w/single lift	\$3,546.00	\$3,546.00
cylinder		

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
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Reference No.  
 CO 293248

## \*\* SALES ORDER \*\*

<b>Ship To:</b>	<b>Cust:</b>	<b>3091</b>	<b>Phone:</b>	<b>Bill To:</b>	<b>Phone:</b>
HOUSTON COUNTY HIGHWAY DEPT				HOUSTON COUNTY HIGHWAY DEPT	
1124 E WASHINGTON ST				1124 E WASHINGTON ST	
CALEDONIA		MN 55921	USA	CALEDONIA	MN 55921

ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
SIGNED QUOTE	TIM ERICKSON	NET 30 DAYS	1/12/23	2/07/24	
Serial No.					

1 9904232 - Scraper FORCE Up Charge Electric pressure transmitter to read on LCD screen installed	\$429.00	\$429.00
1 9900351 - Scraper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve, installed	\$523.00	\$523.00
1 9902941 - Wing Falls RHSDL9A-HYDPB Primed LESS CUTTING EDGES	\$13,631.00	\$13,631.00
1 9902855 - VBL 3/4" x 6" - 9' Carbon Steel Snow Blade	\$223.00	\$223.00
1 9900388 - Installation Falls SDL Series Wing - w/Bulkhead Couplers	\$6,173.00	\$6,173.00
1 9900477 - Wing Falls Hwy Orange - Paint Moldboard	\$430.00	\$430.00
1 9900557 - Plow Hitch Falls 44XB2/STD/STD/DA-HITCH	\$3,975.00	\$3,975.00
1 9900590 - Installation Falls Plow Hitch - 40 Series 4Line/STDBLKHD	\$2,632.00	\$2,632.00
1 9903091 - Plow Falls RH312R/SPR-TRP/NOSHU/PRI-E1/7GA LESS CUTTING EDGES	\$9,642.00	\$9,642.00
1 9900625 - Plow Push Unit Falls 24/44 Series Std	\$1,213.00	\$1,213.00
1 SPECIAL REQUEST - Special Request Charges for: REINFORCEMENT OF FALLS PLOW MOLDBOARD AS PER PREVIOUS EXAMPLES	\$838.00	\$838.00
1 9900639 - Plow Falls Rubber Belt Deflector Kit - Installed	\$471.00	\$471.00
1 9900679 - Plow Falls Hwy Orange Paint, Rev Plow, w/installation	\$570.00	\$570.00
1 9900730 - Plow Falls SCR-ADJ/SHOE/REV-PLW/STD	\$837.00	\$837.00

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

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Freight

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

Reference No.  
CO 293248

**\*\* SALES ORDER \*\***

<b>Ship To:</b>	<b>Cust:</b>	<b>3091</b>	<b>Phone:</b>	<b>Bill To:</b>	<b>Phone:</b>
HOUSTON COUNTY HIGHWAY DEPT				HOUSTON COUNTY HIGHWAY DEPT	
1124 E WASHINGTON ST				1124 E WASHINGTON ST	
CALEDONIA	MN 55921	USA		CALEDONIA	MN 55921

ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
SIGNED QUOTE	TIM ERICKSON	NET 30 DAYS	1/12/23	2/07/24	
Serial No.					

1 9902858 - VBL 3/4" x 6" - 12' Carbon Steel Snow Blade	\$297.00	\$297.00
1 9900758 - Hitch TMTE Heavy Duty plate ass'y w/light holes in plate,	\$723.00	\$723.00
1 9901716 - Hitch Installation of Pup Hitch (weld in style)	\$1,132.00	\$1,132.00
**NOTE: HITCH PLATE FACE TO BE LOCATED: SEE PREVIOUS EXAMPLE FOR PLACEME		
1 9900764 - Hitch PREMIER 2300 Air Cushion Pintle, installed	\$1,235.00	\$1,235.00
**NOTE: HEIGHT TO BE 24" GROUND TO SADDLE		
1 9902493 - Hitch 7 contact Standard Round Pin Std socket installed	\$164.00	\$164.00
1 9900769 - Hitch TMTE Pup hyd line w/std Coupler & pup trip switch pkg, installed	\$714.00	\$714.00
1 9901733 - Sander Install & configure sander components as rigid frame mount on chassis	\$4,608.00	\$4,608.00
**NOTE: SEE PREVIOUS EXAMPLE FOR SANDER SPINNER LINES TEE-OFF AND ROUTED TO REARHITCH PLATE.		
1 9900852 - Valve System, Force Add-A-Fold MCV-ISO Valve 10 Functions , INSTALLED	\$18,998.00	\$18,998.00
NOTE: BOX HOIST, PLOW LIFT, PLOW ANGLE, WING TOE, WING HEEL, WING PUSHBAR, SCRAPER LIFT, CONVEYOR, CROSS AUGER, & SPINNER. SEE ALSO ADDITIONAL LINE ITEMS BELOW		
1 9900998 - Valve Force PUP HOIST Section ADD-A-FOLD, Includes extra section & harness provision	\$1,454.00	\$1,454.00
1 9902500 - Control System Force ULTRA-5-5100EX-3F Commander control, Installed	\$15,622.00	\$15,622.00

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



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

Reference No.

CO 293248

**\*\* SALES ORDER \*\***

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

ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
<b>SIGNED QUOTE</b>	TIM ERICKSON	NET 30 DAYS	1/12/23	2/07/24	
Serial No.					

1 9904959 - Slim-Line (space saver) 30 gal reservoir w/intank filter included, INSTALLED (STAINLESS STEEL)	\$5,289.00	\$5,289.00
1 9900888 - Pump Force FASD45L LS (6 ci) installed	\$6,015.00	\$6,015.00
1 9900871 - Switch TMTE BODY UP Installed (electric controls only)	\$258.00	\$258.00
1 9900884 - Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed	\$317.00	\$317.00
1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 3 yr Palfinger Hoists; 4 yr SwapLoader Hoists; 2 yr Hyd, Snow Equip, Tele Hoists, and all other items.		

Accepted by

Date

Price: \$194,371.00

Total Discounts:

Net Cost: \$194,371.00

Freight

Total: \$194,371.00

## Houston County Agenda Request Form

Date Submitted: February 6, 2024 Board Date: February 27, 2024

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Request Board approval to accept 2024 Tandem Axel Truck bid from Nuss Truck and Equipment in the amount of \$158,170.38. This will be for a model 2025. Motor vehicle tax will be \$10,874.21. The trucks grand total will be \$169,044.59.

State Contract T-647(5) Contract #194871

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

**Justification:**

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

**Action Requested:**

Accept the 2024 plow box bid from Nuss Truck

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

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. o Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

Houston County Highway Equipment			
Unit #	Agenda Item	State Bid	Budget Over/Under
#2251	Nuss Truck - Truck chassis	State T-647(5) Contract XXXXX	
	2025 Mack Granite 64FR Tandem Axle Plot Truck	\$ 158,170.38	
	Motor Vehicle Tax at 6.875%	\$ 10,874.21	
	Chassis Grand Total	\$ 169,044.59	
	Towmaster - Truck Box	State Bid S-863(5) Contract #222949	210,678.00
	Grand total Plow Truck	\$ 379,722.59	
	2024 Budget	\$ 390,363.00	
	Under Budget	\$ (10,640.41)	

**TANDEM AXLE CAB/CHASSIS**

Exhibit D: Price Schedule

**VENDOR NAME****NUSS TRUCK & EQUIPMENT****MAKE AND MODEL****2025 MACK GRANITE 64FR (T) TA**

This section for use when ordering

WB	224"	
CA	137" (Towmaster to verify)	Grand Total \$ 158,170.38
AF	63"	
Rear Ratio	4.30	
Cab Color	Omaha Orange (P9215)	
Wheel Color	White Steel	
Notes	Houston County,	Updated 2.9.2024

Spec #	Description	Qty	2025 Price	Subtotal
1.0	Price for Base Unit:	1	\$ 118,990.00	\$ 118,990.00
2.0	<b>FRAME OPTIONS</b>			
2.1	Front frame extension	1	\$ 1,210.00	\$ 1,210.00
2.2	Custom hole punching in frame		\$ 100.00	\$ -
2.3	Deduct for no front bumper		\$ (65.00)	\$ -
2.4	Frame fastener option (bolt or huck spun)	1	STD	
2.5	<b>Frame, R.B.M., S.M., PSI, CT</b>			
2.6	2,120,000 17.7 120,000 87 - 112 CA		\$ (64.00)	\$ -
2.7	2,120,000 17.7 120,000 113 - 133 CA		STD	
2.8	2,120,000 17.7 120,000 134 - 152 CA		\$ 107.00	\$ -
2.9	2,120,000 17.7 120,000 153 - 199 CA		\$ 406.00	\$ -
2.10	2,120,000 17.7 120,000 200 - 236 CA		\$ 482.00	\$ -
2.11	2,470,000 20.6 120,000 87 - 112 CA		\$ 176.00	\$ -
2.12	2,470,000 20.6 120,000 113 - 133 CA		\$ 240.00	\$ -
2.13	2,470,000 20.6 120,000 134 - 152 CA		\$ 347.00	\$ -
2.14	2,470,000 20.6 120,000 153 - 199 CA		\$ 646.00	\$ -
2.15	2,470,000 20.6 120,000 200 - 236 CA		\$ 722.00	\$ -
2.16	2,820,000 23.5 120,000 87 - 112 CA		\$ 521.00	\$ -
2.17	2,820,000 23.5 120,000 113 - 133 CA		\$ 585.00	\$ -
2.18	2,820,000 23.5 120,000 134 - 152 CA	1	\$ 692.00	\$ 692.00
2.19	2,820,000 23.5 120,000 153 - 199 CA		\$ 991.00	\$ -
2.20	2,820,000 23.5 120,000 200 - 236 CA		\$ 1,067.00	\$ -
2.21	3,160,000 26.3 120,000 87 - 112 CA		\$ 744.00	\$ -
2.22	3,160,000 26.3 120,000 113 - 133 CA		\$ 808.00	\$ -
2.23	3,160,000 26.3 120,000 134 - 152 CA		\$ 915.00	\$ -
2.24	3,160,000 26.3 120,000 153 - 199 CA		\$ 1,214.00	\$ -
2.25	3,160,000 26.3 120,000 200 - 236 CA		\$ 1,290.00	\$ -
2.26	<b>DOUBLE FRAME - PARTIAL IC REINFORCEMENT</b>			
2.27	3,230,000 26.9 120,000 87 - 112 CA		\$ 801.00	\$ -
2.28	3,230,000 26.9 120,000 113 - 133 CA		\$ 865.00	\$ -
2.29	3,230,000 26.9 120,000 134 - 152 CA		\$ 972.00	\$ -
2.30	3,230,000 26.9 120,000 153 - 199 CA		\$ 1,214.00	\$ -
2.31	3,230,000 26.9 120,000 200 - 236 CA		\$ 1,290.00	\$ -
2.32	3,580,000 29.8 120,000 87 - 112 CA		\$ 1,041.00	\$ -
2.33	3,580,000 29.8 120,000 113 - 133 CA		\$ 1,105.00	\$ -
2.34	3,580,000 29.8 120,000 134 - 152 CA		\$ 1,212.00	\$ -
2.35	3,580,000 29.8 120,000 153 - 199 CA		\$ 1,511.00	\$ -
2.36	3,580,000 29.8 120,000 200 - 236 CA		\$ 1,587.00	\$ -
2.37	3,920,000 32.7 120,000 87 - 112 CA		\$ 1,376.00	\$ -
2.38	3,920,000 32.7 120,000 113 - 133 CA		\$ 1,450.00	\$ -
2.39	3,920,000 32.7 120,000 134 - 152 CA		\$ 1,657.00	\$ -
2.40	3,920,000 32.7 120,000 153 - 199 CA		\$ 1,856.00	\$ -
2.41	3,920,000 32.7 120,000 200 - 236 CA		\$ 1,932.00	\$ -
2.42	4,260,000 35.5 120,000 87 - 112 CA		\$ 1,832.00	\$ -
2.43	4,260,000 35.5 120,000 113 - 133 CA		\$ 1,673.00	\$ -
2.44	4,260,000 35.5 120,000 134 - 152 CA		\$ 2,003.00	\$ -
2.45	4,260,000 35.5 120,000 154 - 199 CA		\$ 2,301.00	\$ -
2.46	4,260,000 35.5 120,000 200 - 236 CA		\$ 2,384.00	\$ -
2.47	<b>DOUBLE FRAME - FULL IC REINFORCEMENT</b>			
2.48	3,230,000 26.9 120,000 87 - 112 CA		\$ 1,001.00	\$ -
2.49	3,230,000 26.9 120,000 113 - 133 CA		\$ 1,065.00	\$ -
2.50	3,230,000 26.9 120,000 134 - 152 CA		\$ 1,172.00	\$ -



2.51	3,230,000	26.9	120,000	153 - 199 CA		\$	1,414.00	\$	-
2.52	3,230,000	26.9	120,000	200 - 236 CA		\$	1,490.00	\$	-
2.53	3,580,000	29.8	120,000	87 - 112 CA		\$	1,241.00	\$	-
2.54	3,580,000	29.8	120,000	113 - 133 CA		\$	1,305.00	\$	-
2.55	3,580,000	29.8	120,000	134 - 152 CA		\$	1,412.00	\$	-
2.56	3,580,000	29.8	120,000	153 - 199 CA		\$	1,711.00	\$	-
2.57	3,580,000	29.8	120,000	200 - 236 CA		\$	1,787.00	\$	-
2.58	3,580,000	29.8	120,000	87 - 112 CA		\$	1,576.00	\$	-
2.59	3,580,000	29.8	120,000	113 - 133 CA		\$	1,650.00	\$	-
2.60	3,580,000	29.8	120,000	134 - 152 CA		\$	1,857.00	\$	-
2.61	3,580,000	29.8	120,000	153 - 199 CA		\$	2,056.00	\$	-
2.62	3,580,000	29.8	120,000	200 - 236 CA		\$	1,787.00	\$	-
2.63	3,920,000	32.7	120,000	87 - 112 CA		\$	1,576.00	\$	-
2.64	3,920,000	32.7	120,000	113 - 133 CA		\$	1,650.00	\$	-
2.65	3,920,000	32.7	120,000	134 - 152 CA		\$	1,857.00	\$	-
2.66	3,920,000	32.7	120,000	153 - 199 CA		\$	2,056.00	\$	-
2.67	3,920,000	32.7	120,000	200 - 236 CA		\$	2,132.00	\$	-
2.68	4,260,000	35.5	120,000	87 - 112 CA		\$	2,032.00	\$	-
2.69	4,260,000	35.5	120,000	113 - 133 CA		\$	1,873.00	\$	-
2.70	4,260,000	35.5	120,000	134 - 152 CA		\$	2,203.00	\$	-
2.71	4,260,000	35.5	120,000	153 - 199 CA		\$	2,501.00	\$	-
2.72	4,260,000	35.5	120,000	200 - 236 CA		\$	2,584.00	\$	-
2.73	<b>TRIPLE FRAME - FULL IC REINFORCEMENT</b>								
2.74	5,688,000	47.4	120,000	87 - 112 CA		\$	4,960.00	\$	-
2.75	5,688,000	47.4	120,000	113 - 133 CA		\$	5,024.00	\$	-
2.76	5,688,000	47.4	120,000	134 - 152 CA		\$	5,131.00	\$	-
2.77	5,688,000	47.4	120,000	153 - 199 CA		\$	5,430.00	\$	-
2.78	5,688,000	47.4	120,000	200 - 236 CA		\$	5,506.00	\$	-
2.79	Flush bright finish channel steel					\$	113.00	\$	-
2.80	Extended stylized-silver-bright finish steel w/stone guard					\$	1,495.00	\$	-
2.81	Extended - swept back steel, bright finish with stone guard - includes center tow pin					\$	1,139.00	\$	-
2.82	Mill finish, flush mounted, unpainted aluminum					\$	68.00	\$	-
2.83	Extended swept back channel steel (includes center tow pin) w/stone guard					\$	805.00	\$	-
2.84	Extended swept back channel steel with bright finish w/painted center tow pin					\$	620.00	\$	-
2.85	Extended swept back steel channel w/bright finish					\$	258.00	\$	-
2.86	Extended swept back painted steel				1	STD			
2.87	Flush painted steel					\$	(15.00)	\$	-
2.88	Flush stainless clad aluminum					\$	143.00	\$	-
2.89	Plate type radiator guard					\$	105.00	\$	-
2.90	Bright finish plate type radiator guard					\$	258.00	\$	-
2.91	Rust Protection Between Frame Rails & Liners					\$	633.00	\$	-
2.92	BOC crossmember, steel HD back to back channel intermediate					\$	129.00	\$	-
2.93	BOC & intermediate crossmember, HD I-Beam					\$	211.00	\$	-

### 3.0 FRONT AXLE/SUSPENSION/BRAKE/OPTION

3.1	Set forward front axle option	1	STD		
3.2	12,000 front axle & matching suspension - Mack FXL12		STD		
3.3	14,600 front axle & matching suspension - Mack FXL14.6		\$	771.00	\$ -
3.4	16,000 front axle and matching suspension		\$	999.00	\$ -
3.5	18,000 front axle and matching suspension - Mack FXL18	1	\$	1,361.00	\$ 1,361.00
3.6	20,000 front axle and matching suspension - Mack FXL20		\$	2,147.00	\$ -
3.7	23,000 front axle and matching suspension - Mack FXL23		\$	2,448.00	\$ -
3.8	Heavy duty front axle shocks	1	STD		
3.9	Front stabilizer bar		No Bid		
3.10	Right hand air bag suspension per Spec 3.7, Driver controlled		No Bid		
3.11	Left air bag suspension per Spec 3.7, Driver controlled		No Bid		
3.12	Front axle lubrication cap with slotted venthole		No Bid		
3.13	Front brake dust shields	1	\$	22.00	\$ 22.00
3.14	Dual front auxiliary steering gear		\$	661.00	\$ -
3.15	RH spring build up for wing plow application		\$	91.00	\$ -
3.16	LH spring build up for wing plow application		\$	91.00	\$ -
3.17	All wheel drive front axle		\$	43,000.00	\$ -
3.18	Twin Steer Front Axle		\$	18,500.00	\$ -
3.19	Aluminum front hubs		\$	103.00	\$ -
3.20	Centerfuse outboard mounted brake drums		\$	252.00	\$ -
3.21	Multileaf front spring ILO taperleaf (2 leaf spring)		\$	35.00	\$ -
3.22	HD multileaf front spring ILO taperleaf (2 leaf spring)		\$	65.00	\$ -
3.23	HD taperleaf (3 leaf spring) ILO of taperleaf (2 leaf spring)	1	\$	65.00	\$ 65.00



3.24	Meritor EX+ Air Disc Brakes requires Meritor rear brakes		\$ 653.00	\$ -
3.25	Meritor front slack adjusters - Need same slack on rear axle		\$ 1.00	\$ -
3.26	Meritor front slack with stainless steel pins	1	\$ 58.00	\$ 58.00
3.27	Haldex front slack adjusters - Need same slack adjuster on rear axle		STD	
3.28	Haldex front slack with stainless steel pins		\$ 67.00	\$ -

4.0 **4.0 TANDEM REAR AXLE/SUSPENSION/BRAKE/OPTIONS**

4.1	46,000# rear axle & matching suspension Make & Model - Mack S462R & SS46 Mack Camelback Suspension		\$ 2,300.00	\$ -
4.2	40,000# walking beam rear suspension and axle Make & Model - Meritor MT-40-14X4D with Hendrickson HMX EX 400		\$ 1,286.00	\$ -
4.3	46,000# walking beam rear suspension and axle Make & Model - Meritor MT-46-160 with Hendrickson HMX EX 460		\$ 2,956.00	\$ -
4.4	40,000# air suspension and axle Make & Model - Meritor MT-40-14X4D with Mack AL-461 Air		\$ 1,105.00	\$ -
4.5	46,000# air suspension and axle Make & Model - Meritor RT-46-160 with Mack AL-461 Air		\$ 2,679.00	\$ -
4.6	Dash mounted air dump system - With air ride suspension		\$ 14.00	\$ -
4.7	Driver activated differential lock on one rear axle (front axle rear axle check one)		\$ 562.00	\$ -
4.8	Driver activated differential lock on both front and rear axles		\$ 1,125.00	\$ -
4.9	Driver activated differential lock on both front and rear axles, and lubrication pump and filter system		\$ 1,407.00	\$ -
4.10	Meritor MT-40-14X4D, both axles driver differential lock and pump, HMX400 40,000 # walking beam suspension		\$ 2,693.00	\$ -
4.11	Meritor RT-46-160, both axles driver differential lock and pump, HMX460 46,000 # walking beam suspension	1	\$ 4,363.00	\$ 4,363.00
4.12	½ round universal joints	1	STD	
4.13	Spicer 1810 HD drive line with half round universal joints		\$ 140.00	\$ -
4.14	Rear Dust Shields		\$ 39.00	\$ -
4.15	Driver activated differential lock on both front and rear axles with individual switches		\$ 1,283.00	\$ -
4.16	Meritor 18 MXL extended lube	1	\$ 39.00	\$ 39.00
4.17	Meritor 176 MXL extended lube		\$ 38.00	\$ -
4.18	Dana-spicer SPL170XL Lite extended lube series		\$ 361.00	\$ -
4.19	Dana-spicer SPL250XL Lite extended lube series		\$ 493.00	\$ -
4.20	Dana-spicer SPL250HDXL Lite extended lube series		\$ 502.00	\$ -
4.21	Dana-spicer SPL350XL Lite extended lube series		\$ 1,007.00	\$ -
4.22	Dana-spicer SPL350HDXL Lite extended lube series		\$ 1,262.00	\$ -
4.23	Mack S38R 38,000# Fabricated Steel Housing		STD	
4.24	Mack S400R 40,000# Fabricated Steel Housing		\$ 435.00	\$ -
4.25	Mack S402 40,000 # Cast Ductile Iron Housing		\$ 473.00	\$ -
4.26	Mack S440 44,000# Fabricated Steel Housing		\$ 1,485.00	\$ -
4.27	Mack S460R 46,000# Fabricated Steel Housing		\$ 1,916.00	\$ -
4.28	Mack S462R 46,000# Cast Ductile Iron Housing		\$ 1,954.00	\$ -
4.29	Mack S522R Cast Ductile Iron Housing		\$ 3,460.00	\$ -
4.30	Meritor 40,000# MT-40-14X4C Amboid (High Entry)		\$ 55.00	\$ -
4.31	Meritor 40,000# MT-40-14X4D Hypoid (Low Entry)		\$ 55.00	\$ -
4.32	Meritor 46,000# RT-46-160		\$ 1,629.00	\$ -
4.33	Meritor 46,000# RT-46-164EH		\$ 1,689.00	\$ -
4.34	Mack S38 38,000# multileaf camelback spring		STD	
4.35	Mack S38 38,000# multileaf camelback spring - Heavy Duty		\$ 15.00	\$ -
4.36	Mack SS40 40,000# multileaf camelback spring		\$ 186.00	\$ -
4.37	Mack SS44 44,000# multileaf camelback spring		\$ 235.00	\$ -
4.38	Mack SS44 44,000# multileaf camelback spring - Heavy Duty		\$ 255.00	\$ -
4.39	Mack SS462 46,000# multileaf camelback spring		\$ 346.00	\$ -
4.40	Mack SS462 46,000# multileaf camelback spring - Heavy Duty		\$ 415.00	\$ -
4.41	Mack SS52 52,000# multileaf camelback spring - Heavy Duty		\$ 1,292.00	\$ -
4.42	Mack AL-461 46,000# air ride		\$ 1,050.00	\$ -
4.43	Mack M-Ride 40 parabolic 2-leaf, 40,000#		\$ 648.00	\$ -
4.44	Mack M-Ride 40 parabolic 3-leaf, 40,000# - Heavy Duty		\$ 1,112.00	\$ -
4.45	Mack M-Ride 46 parabolic 3-leaf 46,000#		\$ 909.00	\$ -
4.46	Mack M-Ride 52 parabolic 3-leaf, 52,000#		\$ 1,685.00	\$ -
4.47	Mack M-Ride 52 parabolic 11-leaf, 52,000# - Heavy Duty		\$ 1,773.00	\$ -
4.48	HMX 400 Hendrickson Haulmax rubber suspension 40,000#		\$ 1,231.00	\$ -
4.49	HMX 460 Hendrickson Haulmax rubber suspension 46,000#		\$ 1,385.00	\$ -
4.50	Chambers 46,000# High Stability W#29 CAN		\$ 3,736.00	\$ -
4.51	PAX 46 High Stability Hendrickson Primaxx Air Suspension		\$ 2,968.00	\$ -
4.52	PAX 522 High Stability Hendrickson Primaxx Air Suspension		\$ 3,023.00	\$ -
4.53	Neway ADZ-246 air ride suspension		\$ 2,968.00	\$ -
4.54	Neway ADZ-252 air ride suspension		\$ 3,786.00	\$ -
4.55	Delete power divider lockout		\$ (153.00)	\$ -

4.56	55" axle spacing		\$ 142.00	\$ -
4.57	Dual leveling valve air suspension height control		\$ 174.00	\$ -
4.58	Mack CRDP1501/1511 with interwheel power divider - both axles		\$ 3,182.00	\$ -
4.59	Outboard centrifuse rear brake drums		\$ 240.00	\$ -
4.60	Haldex automatic rear slack adjustor		STD	
4.61	Haldex automatic rear slack adjustor with stainless steel pins		\$ 267.00	\$ -
4.62	Meritor automatic rear slack adjustor		\$ 1.00	\$ -
4.63	Meritor automatic rear slack adjustor with stainless steel pins	1	\$ 267.00	\$ 267.00
4.64	Aluminum preset rear hubs with integrated spindle nut		\$ 42.00	\$ -
4.65	Air Disc Brake (17") H-Type - Require Air Disc Front Brakes		\$ 2,690.00	\$ -
4.66	Meritor rear brakes - 16.5"7" Q+	1	STD	
4.67	Meritor rear brakes - 16.5" x 8 5/8+ Q+ - N/A with dust shields		\$ 291.00	\$ -
4.68	Meritor rear brakes - 16.5" x 8"+ Q+ - N/A with dust shields		\$ 213.00	\$ -
4.69	10,000 lb Hendrickson Composolite Steerable Pusher Axle - includes tires and rims		\$ 11,326.00	\$ -
4.70	13,000 lb Hendrickson Composolite Steerable Pusher Axle - includes tires and rims		\$ 9,791.00	\$ -
4.71	20,000 lb Hendrickson Steerable Pusher Axle - includes tires and rims		\$ 12,635.00	\$ -
4.72	20,000 lb Hendrickson Non-Steerable Pusher Axle - includes tires and rims		\$ 11,950.00	\$ -
4.73	10,000 lb Hendrickson Composolite Steerable Tag Axle - includes tires and rims		\$ 11,826.00	\$ -
4.74	13,000 lb Hendrickson Composolite Steerable Tag Axle - includes tires and rims		\$ 11,255.00	\$ -
4.75	20,000 lb Hendrickson Steerable Tag Axle - includes tires and rims		\$ 14,901.00	\$ -
4.76	6S/6M systems sensing both rear axle wheel end sensors	1	\$ 440.00	\$ 440.00
4.77	Furnish Meritor wide track axle option - Need for Super Singles		\$ 1,200.00	\$ -

#### 5.0 Fifth Wheel options

5.1	Frame end tapered and open		\$ 12.00	\$ -
5.2	Frame end tapered and closed		\$ 30.00	\$ -
5.3	Fixed fifth wheel - Holland FW-35		\$ 684.00	\$ -
5.4	Mechanical slide fifth wheel - Holland FW35, Travel - 24" slide		\$ 562.00	\$ -
5.5	Air slide fifth wheel - Holland FW35, Travel - 24" slide		\$ 986.00	\$ -
5.6	Stainless 1/4 fenders, mounted front of tandems		\$ 127.00	\$ -
5.7	Plastic 1/4 fenders, mounted front of tandems		\$ 110.00	\$ -
5.8	Tractor package hookup		\$ 297.00	\$ -
5.9	Behind cab deck plate		\$ 681.00	\$ -
5.10	Holland fixed with non-tilt 5th wheel		\$ 1,385.00	\$ -
5.11	Holland manual slide 5th wheel		\$ 537.00	\$ -
5.12	Mud flaps with brackets		\$ 115.00	\$ -
5.13	Betts B60 stainless steel angled mud flap brackets		\$ 161.00	\$ -
5.14	Hose tender & towel bar assembly		\$ 58.00	\$ -
5.15	Coiled trailer air hose		\$ 39.00	\$ -
5.16	Coiled trailer electrical hose		\$ 44.00	\$ -
5.17	Air Weight AW5800 onboard scales		\$ 1,118.00	\$ -
5.18	Medium height 5th wheel ramp guide		\$ 228.00	\$ -
5.19	Trailer hook up light		\$ 74.00	\$ -

#### 6.0 TIRES/RIMS OPTIONS:

6.1	Nylon wafers or wheel guards on all wheels (10 ea.)	1	\$ 51.00	\$ 51.00
6.2	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (10 ea.)		STD	
6.3	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (8 ea.) in rear only	1	\$ 16.00	\$ 16.00
6.4	11R 22.5 H front tires		\$ 142.00	\$ -
6.5	12R 22.5 H front tires		\$ 376.00	\$ -
6.6	9000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires		No Bid	
6.7	10,000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires		\$ 569.00	\$ -
6.8	10,500 lb. 22.5 x 12.25 front steel rims, 385/65R 22.5 J front tires	1	\$ 609.00	\$ 609.00
6.9	10,500 lb. 22.5 x 12.25 front steel rims, 425/65R 22.5 J front tires		\$ 669.00	\$ -
6.10	11R 22.5 H rear tires		\$ 656.00	\$ -
6.11	7,300 lb. 24.5" x 8.25" steel front rims		\$ 5.00	\$ -
6.12	7300 lb. 24.5" x 8.25" rear steel rims		\$ 44.00	\$ -
6.13	8,000 lb. 24.5" x 8.25" steel front rims		\$ 10.00	\$ -
6.14	8,000 lb. 24.5" x 8.25" steel rear rims		\$ 164.00	\$ -
6.15	11R 24.5 G front tires		\$ 136.00	\$ -
6.16	11R 24.5 H front tires		\$ 166.00	\$ -
6.17	11R 24.5 G rear tires		\$ 164.00	\$ -
6.18	11R 24.5 H rear tires		\$ 501.00	\$ -

Michelin XZY3/ M760 Ecopia



6.19	Steel spare rim, size 22.5 x 8.25		\$	572.00	\$	-
6.20	Steel spare rim, size 24.5 x 8.25		\$	660.00	\$	-
6.21	Steel spare rim, size 22.5 x 9.0		\$	878.00	\$	-
6.22	Steel spare rim, size 22.5 x 12.25		\$	720.00	\$	-
6.23	12R22.5 H front tires		\$	618.00	\$	-
6.24	12R 22.5 H rear tires		\$	2,137.00	\$	-
6.25	Wheel lug wrench - includes handle		\$	48.00	\$	-
6.26	Aluminum front wheel - 22.5 x 8.25		\$	246.00	\$	-
6.27	Aluminum front wheel - 24.5 x 8.25		\$	342.00	\$	-
6.28	Aluminum front wheel - 22.5 x 9.0		\$	475.00	\$	-
6.29	Aluminum front wheel - 22.5 x 12.25	0	\$	387.00	\$	-
6.30	Polished aluminum front wheel		\$	48.00	\$	-
6.31	Dura-bright bright finish front wheels		\$	248.00	\$	-
6.32	Aluminum rear wheels - 22.5 x 8.25		\$	960.00	\$	-
6.33	Aluminum rear wheels - 24.5 x 8.25		\$	1,120.00	\$	-
6.34	Polished aluminum rear wheel all eight (8) wheels		\$	320.00	\$	-
6.35	Dura-bright bright finish on all eight (8) rear wheels		\$	1,410.00	\$	-
6.36	Dura-bright bright finish on all four (4) outboard rear wheels		\$	705.00	\$	-
6.37	11R22.5 G Michelin XZE2 front tires		\$	378.00	\$	-
6.38	11R22.5 H Bridgestone M863 front tires		\$	596.00	\$	-
6.39	315/80R22.5 L Michelin XZUS front tires		\$	532.00	\$	-
6.40	315/80R22.5 L Continental HAU3 WT front tires		\$	415.00	\$	-
6.41	385/65R22.5 J Michelin XZY3 front tires	1	\$	284.00	\$	284.00
6.42	425/65R22.5 L Michelin XZY3 front tires		\$	366.00	\$	-
6.43	425/65R22.5 L Bridgestone M870		\$	148.00	\$	-
6.44	11R22.5 G Bridgestone M713 Ecopia rear tires		\$	(320.00)	\$	-
6.45	11R22.5 G Bridgestone M760 Ecopia rear tires		\$	(480.00)	\$	-
6.46	11R22.5 G Michelin X Line Energy D rear tires		\$	605.00	\$	-
6.47	11R22.5 H Bridgestone M799 rear tires		\$	220.00	\$	-
6.48	11R22.5 H Bridgestone M771 rear tires		\$	345.00	\$	-
6.49	11R22.5 H Michelin XDN2 rear tires		\$	1,510.00	\$	-
6.50	11R22.5 H Michelin XDS2 rear tires		\$	2,292.00	\$	-
6.51	11R22.5 H Michelin X Works D		\$	2,165.00	\$	-
6.52	11R22.5 H Michelin Multi Energy D		\$	818.00	\$	-

**7.0 BRAKE SYSTEM OPTIONS:**

7.1	Wabco System Saver 1200 Plus heated air dryer	1	STD			
7.2	Manual cable drain valves on air tanks		\$	27.00	\$	-
7.3	Heated air tank		No Bid			
7.4	Auto drain valves on air tanks, heated	1	\$	48.00	\$	48.00
7.5	MGM type TR-T rear brake chambers		\$	48.00	\$	-
7.6	S.S. pins on slack adjuster yoke (2 ea. per yoke) For all air brake chambers		No Bid			
7.7	Inverted rear brake chamber mounting in lieu of regular mounting		\$	-	\$	-
7.8	Relocate air dryer		\$	272.00	\$	-
7.9	Bendix AD9 heated air dryer		\$	105.00	\$	-
7.10	Bendix AD-IP EP heated air dryer		\$	320.00	\$	-
7.11	Wabco System Saver 1200 Twin heated air dryer		\$	683.00	\$	-
7.12	Petcock Drain Valves on brake system tanks	1	STD			
7.13	In Tank Auto heated drain valve		\$	42.00	\$	-
7.14	Lanyard control on supply wet tank		\$	16.00	\$	-
7.15	Lanyard control on all brake system tanks		\$	36.00	\$	-
7.16	Aluminum air reservoirs	1	\$	223.00	\$	223.00
7.17	Polished aluminum air reservoirs		\$	292.00	\$	-
7.18	Increase air capacity for installation of extra axles		\$	298.00	\$	-
7.19	MACK Road Stability Adv. Bendix ABS/ATC/RSA w/YAW control with mud/snow switch		\$	780.00	\$	-
7.20	Bendix ABS system with traction control 4S/4M	1	STD			
7.21	Furnish automatic traction control (ATC full disable switch)	1	\$	105.00	\$	105.00
7.22	Hallex "Gold Seal Plus" brake chamber		STD			
7.23	Hallex "Gold Seal Plus" brake chamber (3" Stroke)		\$	32.00	\$	-
7.24	Hallex "Life Seal Plus" brake chamber		\$	53.00	\$	-
7.25	Hallex "Life Seal Plus" brake chamber (3" Stroke)	1	\$	73.00	\$	73.00
7.26	MGM TR-T2 Brake Chambers (Tamper Resistant & Breather Tubes)		\$	40.00	\$	-
7.27	MGM TR-T2 Long Stroke Brake Chambers (Tamper Resistant & Breather Tubes)		\$	40.00	\$	-
7.28	MGM TR3030LP3THD		\$	46.00	\$	-
7.29	Electric horn sound when driver door open with park brake released		\$	67.00	\$	-
7.30	Schreader valve, secondary		\$	47.00	\$	-

7.31	Relocate all air reservoir in frame		\$ 58.00	\$ -
7.32	Air reservoir in frame, one reservoir on the RH rail behind Cleartech		\$ 112.00	\$ -

**8.0 ENGINE/EXHAUST AND FUEL TANKS OPTIONS:**

8.1	Mack MP7-345C 325HP@1500-1700 RPM (Peak) 1950 RPM (Gov) 1350 LB-FT Torque		STD	
8.2	Mack MP7-355C 355HP@1600-1800 RPM (Peak) 2100 RPM (Gov) 1250 LB-FT Torque		\$ 296.00	\$ -
8.3	Mack MP7-365C 365HP@1350-1700 RPM (Peak) 1950 RPM (Gov) 1450 LB-FT Torque		\$ 575.00	\$ -
8.4	Mack MP7-375C 375HP@1450-1900 RPM (Peak) 2100 RPM (Gov) 1350 LB-FT Torque		\$ 840.00	\$ -
8.5	Mack MP7-395C 395HP@1450-1700 RPM (Peak) 1950 RPM (Gov) 1550 LB-FT Torque		\$ 1,302.00	\$ -
8.6	Mack MP7-425C 425HP@1500-1800 RPM (Peak) 2100 RPM (Gov) 1550 LB-FT Torque		\$ 2,060.00	\$ -
8.7	Mack MP8-415C 415HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1650 LB-FT Torque		\$ 1,960.00	\$ -
8.8	Mack MP8-425C 425HP@1500-1900 RPM (Peak) 2100 RPM (Gov) 1550 LB-FT Torque		\$ 2,230.00	\$ -
8.9	Mack MP8-445C 455HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1850 LB-FT Torque		\$ 2,759.00	\$ -
8.10	Mack MP8-455C 455HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1750 LB-FT Torque	1	\$ 2,994.00	\$ 2,994.00
8.11	Mack MP8-505C 505HP@1500-1700 RPM (Peak) 1950 RPM (Gov) 1850 LB-FT Torque		\$ 4,077.00	\$ -
8.12	Cleartech RH Frame Rail recoated for Twin Steer		\$ 3,545.00	\$ -
8.13	Cleartech with DPF vertical RH side BOC, w/SCR vertical LH side BOC		\$ 3,848.00	\$ -
8.14	Single (R/S) Outboard Frame Mounted Vertical Straight Exhaust Stack Turned Out		STD	
8.15	No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura Diffuser, Turned End	1	\$ 291.00	\$ 291.00
8.16	Dual Vertical Straight Exhaust Stack Turned Out End - N/A with Allison Transmission		\$ 1,269.00	\$ -
8.17	Dual Vertical Straight Exhaust Stack w/Bullhorns - N/A with Allison Transmission		\$ 2,755.00	\$ -
8.18	Underframe Right Side Inboard Mounted		\$ 110.00	\$ -
8.19	Single, Bright finish heat shield & stack		\$ 75.00	\$ -
8.20	Dual, Bright finish heat shield & stack		\$ 150.00	\$ -
8.21	Single, Bright finish heat shield, stack & elbow		\$ 189.00	\$ -
8.22	Dual, Bright finish heat shield, stack & elbow		\$ 400.00	\$ -
8.23	Bright finish stainless steel heat shield for frame mounted Mack Cap DPF		\$ 198.00	\$ -
8.24	50 Gallon LH aluminum 22" Dia fuel tank		\$ (300.00)	\$ -
8.25	66 Gallon LH aluminum 22" Dia fuel tank		\$ (248.00)	\$ -
8.26	72 Gallon LH aluminum 26" Dia fuel tank		\$ (180.00)	\$ -
8.27	88 Gallon LH aluminum 22" Dia fuel tank		\$ (177.00)	\$ -
8.28	93 Gallon LH aluminum 26" Dia fuel tank		\$ (100.00)	\$ -
8.29	116 Gallon LH aluminum 22" Dia fuel tank		\$ (86.00)	\$ -
8.30	50 Gallon LH Aluminum D-Shape		\$ (260.00)	\$ -
8.31	66 Gallon LH Aluminum D-Shape		\$ (208.00)	\$ -
8.32	88 Gallon LH Aluminum D-Shape		\$ (125.00)	\$ -
8.33	116 Gallon LH Aluminum D-Shape		\$ (15.00)	\$ -
8.34	66 Gallon LH Aluminum D-Shape with Integral DEF Tank		STD	
8.35	72 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$ 17.00	\$ -
8.36	88 Gallon LH Aluminum D-Shape with Integral DEF Tank	1	\$ 184.00	\$ 184.00
8.37	93 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$ 260.00	\$ -
8.38	111 Gallon LH Aluminum D-Shape with Integral DEF Tank		\$ 450.00	\$ -
8.39	111 & 66 Gallon Aluminum D-Shape tanks, 66 Gallon isolated for Hyd oil		\$ 839.00	\$ -
8.40	50 Gallon RH aluminum 22" Dia fuel tank		\$ 288.00	\$ -
8.41	66 Gallon RH aluminum 22" Dia fuel tank		\$ 357.00	\$ -
8.42	88 Gallon RH aluminum 22" Dia fuel tank		\$ 452.00	\$ -
8.43	50 Gallon RH Aluminum D-Shape		\$ 340.00	\$ -
8.44	72 Gallon RH Aluminum D-Shape		\$ 449.00	\$ -
8.45	93 Gallon RH Aluminum D-Shape		\$ 553.00	\$ -
8.46	50 Gallon RH Aluminum D-Shape		\$ 331.00	\$ -
8.47	66 Gallon RH Aluminum D-Shape		\$ 410.00	\$ -
8.48	88 Gallon RH Aluminum D-Shape		\$ 520.00	\$ -



8.49	116 Gallon RH Aluminum D-Shape		\$ 1,016.00	\$ -
8.50	Single polished aluminum fuel tank		\$ 206.00	\$ -
8.51	Dual polished aluminum fuel tank		\$ 412.00	\$ -
8.52	Isolate RH fuel tank from fuel system for hyd oil		\$ 30.00	\$ -
8.53	Dual draw & return fuel system		\$ 82.00	\$ -
8.54	Filter neck screen for fuel tank		\$ 81.00	\$ -
8.55	Lockable fuel tank cap		\$ 35.00	\$ -
8.56	Bright finish DEF tank cover		\$ 33.00	\$ -
8.57	6.6 Gallon 22" Left Side Fuel Tank Mounted Def Tank	1	STD	
8.58	8.7 Gallon 26" Left Side Fuel Tank Mounted Def Tank		\$ 22.00	\$ -
8.59	11.8 Gallon 22" Left Side Frame Mounted Def Tank		\$ 48.00	\$ -
8.60	Bright Finish Aluminum steps & stainless steel bright finish straps		\$ 146.00	\$ -
8.61	Bright Finish Fuel Tank Straps - Single Tank	1	\$ 32.00	\$ 32.00
8.62	Flocs oil change system w/disconnecting fittings	1	\$ 133.00	\$ 133.00

**9.0 ENGINE RELATED OPTIONS:**

9.1	Oil fill and dipstick EZ access	1	STD	
9.2	Delco 35 SI Brushless Alternator, 135 AMP		No Bid	
9.3	Delco 24 SI Alternator, 130 AMP		No Bid	
9.4	Delco 24 SI Alternator, 145 AMP		No Bid	
9.5	Leece-Neville Alternator, 145 AMP		No Bid	
9.6	Dual element air cleaner		STD	
9.7	Donaldson Single Stage Air cleaner per spec 12.1 (Inside/Outside Air Intake)	1	\$ 329.00	\$ 329.00
9.8	Thumb screws for Donaldson, Single stage Air Cleaner		STD	
9.9	Fuel/water separator/heated/ Thermostatically controlled, Davco		\$ 522.00	\$ -
9.10	Davco 387 water separator, non heated		\$ 156.00	\$ -
9.11	Non-heated fuel/water separator, Mack w/manual drain valve (integral w/primary fuel filter)	1	STD	
9.12	Coolant spin on filter/conditioner	1	\$ 55.00	\$ 55.00
9.13	Front engine powered take off adapter and radiator cut out	1	\$ 119.00	\$ 119.00
9.14	Air applied fan drive, Kysor two speed K32 Duro speed fan		No Bid	
9.15	Air applied fan drive, (Brand)		No Bid	
9.16	Viscous fan drive - Behr Electronically modulated	1	STD	
9.17	Radiator hose package (Silicone) per Spec 12.2	1	\$ 279.00	\$ 279.00
9.18	Curved exhaust pipe end	1	STD	
9.19	Fuel tank per specification 12.7			
9.20	Engine block heater	1	STD	
9.21	In line fuel heater		\$ 473.00	\$ -
9.22	In tank fuel heater		\$ 407.00	\$ -
9.23	Fuel cooler		No Bid	
9.24	Radiator bug screen	1	STD	
9.25	Engine brake system	1	STD	
9.26	Relocate air dryer		\$ 272.00	\$ -
9.27	Extended life anti-freeze	1	\$ 55.00	\$ 55.00
9.28	Starter motor options			
9.29	Delco 39MT-MXT Starter	1	STD	
9.30	Mitsubishi electric 105P planetary gear reduction starter		\$ 53.00	\$ -
9.31	Relocate fuel filter		\$ 297.00	\$ -
9.32	Silicone radiator & heater hose with gate valve on each heater hose		\$ 233.00	\$ -
9.33	Mack brand EPDM radiator & heater hoses with 1/4 turn ball valve		\$ 92.00	\$ -
9.34	Rubber Hose In & Out Fuel Heater, Silicone on all other lines		\$ 221.00	\$ -
9.35	Delco 160AMP Brush Type Alternator (28SI)		STD	
9.36	Delco 165AMP Brushless Alternator (36SI)	1	\$ 206.00	\$ 206.00
9.37	Delco 165AMP Brushless Alternator (36SI) w/Remote Voltage Sensing		\$ 235.00	\$ -
9.38	Delco 240 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing		\$ 516.00	\$ -
9.39	Delco 320 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing		\$ 894.00	\$ -
9.40	Meritor/Wabco 636 (37.4 CFM) air compressor	1	STD	
9.41	Winterfront over radiator (-40F and up )		\$ 113.00	\$ -
9.42	Extreme Winterfront over radiator (-40F to -60F )		\$ 214.00	\$ -
9.43	Corrosion resistant oil pan - Recommended for snow plow trucks	1	\$ 147.00	\$ 147.00
9.44	Stainless steel oil pan		\$ 2,435.00	\$ -
9.45	Davco 387 heated fuel-water separator		\$ 437.00	\$ -
9.46	120V, 1000W block heater with 150W oil pan heater wired to same receptacle		\$ 137.00	\$ -
9.47	Electric preheater	1	\$ 62.00	\$ 62.00

9.48	Tether device -furnish cap retainer for oil fill, radiator overflow tank, battery box & tool box when furnish	\$	27.00	\$	-
9.49	Rear engine PTO (Repto): Flange SAE 1350/1410/ISO 7647	\$	2,115.00	\$	-
9.50	Rear engine PTO (Repto): Splined Shaft Groove (Female) DIN 5462 for install of hydraic pump	\$	2,115.00	\$	-
9.51	Air operated PTO control - includes in cab control (RMPTO only)	\$	118.00	\$	-
9.52	PTO switch and light with wiring and piping	\$	181.00	\$	-
9.53	PTO switch and light with wiring and piping - M-Drive transmission	\$	181.00	\$	-

#### TRANSMISSION OPTIONS:

10.1	2 plate 14" ceramic clutch option for manual transmission		No Bid		
10.2	2 plate 15½" ceramic clutch option for manual transmission		STD		
10.3	External grease fitting for throw out bearing		STD		
10.4	Adjustment free option for 2 plate clutches	\$	55.00	\$	-
10.5	Synthetic (TranSynd) lubrication for Automatic Transmission	1	\$ 351.00	\$	351.00
10.6	Synthetic lubrication for manual transmission		STD		
10.7	Allison 3000-RDS 5/6 speed push button, PTO		\$ 7,386.00	\$	-
10.8	Allison 3000-RDS 5/6 speed push button, PTO, w/output retarder		\$ 9,783.00	\$	-
10.9	Allison 3000-EVS 6 speed push button, PTO		\$ 9,625.00	\$	-
10.10	Allison 4000-RDS 5 speed push button, PTO		\$ 13,751.00	\$	-
10.11	Allison 4000-RDS 6 speed push button, PTO		\$ 13,751.00	\$	-
10.12	Allison 4000-RDS 6 speed push button, PTO, w/output retarder		\$ 19,959.00	\$	-
10.13	Allison 4000-EVS 6 speed push button, PTO		\$ 14,972.00	\$	-
10.14	Allison 4500-RDS 6 speed push button, PTO	1	\$ 14,772.00	\$	14,772.00
10.15	Allison 4500-RDS-R 6 speed, with retarder, push button, PTO		\$ 21,226.00	\$	-
10.16	Allison 4500-EVS 6 speed push button, PTO		\$ 16,251.00	\$	-
10.17	Mack TMD12AFD-HD automated 12 speed transmission (direct drive)		\$ 3,718.00	\$	-
10.18	Mack TMD12AFD-HD automated 12 speed transmission (over drive)		\$ 3,718.00	\$	-
10.19	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (direct drive)		\$ 7,438.00	\$	-
10.20	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (over drive)		\$ 7,438.00	\$	-
10.21	Mack TMD13AFD-HD automated 14 speed. Transmission, ultra-low creeper/multi-speed reverse (over drive)		\$ 7,839.00	\$	-
10.22	Fuller FRO-14210C, 10 speed manual transmission, PTO		STD		
10.23	Fuller RTO-14908LL, 10 speed manual transmission, PTO		\$ 855.00	\$	-
10.24	Fuller FRO-16210C, 10 speed manual transmission, PTO		\$ 1,298.00	\$	-
10.25	Fuller RTO-16908LL, 10 speed manual transmission, PTO		\$ 1,585.00	\$	-
10.26	Fuller FRO-18210C, 10 speed manual transmission, PTO		\$ 1,614.00	\$	-
10.27	Fuller RTO-14909ALL, 11 speed manual transmission, PTO		\$ 1,390.00	\$	-
10.28	Fuller RTO-16909ALL, 11 speed manual transmission, PTO		\$ 2,102.00	\$	-
10.29	Fuller RTLO-18913A, 13 speed manual transmission, PTO		\$ 2,848.00	\$	-
10.30	Fuller RTLO-18918B, 18 speed manual transmission, PTO		\$ 3,407.00	\$	-
10.31	Air assist clutch		\$ 387.00	\$	-
10.32	Mechanical clutch cable		\$ 160.00	\$	-
10.33	Open grated clutch pedal		\$ 16.00	\$	-
10.34	Transmission oil cooler	1	STD		
10.35	Driveshaft guard for center bearing		\$ 32.00	\$	-
10.36	T-Handle shift lever for Allison - Floor mounted		\$ 327.00	\$	-
10.37	Allison shift to neutral when park brake engaged	1	STD		
10.38	3rd or 4th gear hold for Allison transmission		\$ 150.00	\$	-
10.39	Stainless steel transmission coolant pipes	1	\$ 175.00	\$	175.00
10.40	PTO PTR-FL, Single RH (Inner)		\$ 1,763.00	\$	-
10.41	PTO PTR-DM, Single RH, DIN 5462 (Inner)		\$ 1,040.00	\$	-
10.42	PTRD-D3, Dual RH/LH, DIN 5462 Right & Left		\$ 1,764.00	\$	-
10.43	PTRD-D4, Dual RH/LH, SAE 1400 Flange Right & Left		\$ 1,821.00	\$	-
10.44	GP1-41 Parker gear pump - requires M-Drive transmission and RMPO		\$ 505.00	\$	-
10.45	GP1-60 Parker gear pump - requires M-Drive transmission and RMPO		\$ 637.00	\$	-
10.46	GP1-80 Parker gear pump - requires M-Drive transmission and RMPO		\$ 684.00	\$	-
10.47	F1-61R Parker gear pump - requires M-Drive transmission and RMPO		\$ 740.00	\$	-
10.48	F1-81R Parker gear pump - requires M-Drive transmission and RMPO		\$ 825.00	\$	-
10.49	F1-101R Parker gear pump - requires M-Drive transmission and RMPO		\$ 997.00	\$	-

#### 11.0 ELECTRICAL OPTIONS:



11.1	Resettable circuit breaker electrical protection		No Bid	
11.2	Automatic reset circuit breakers		No Bid	
11.3	Solid state circuit protection		No Bid	
11.4	Circuit box under hood or end of frame, each		No Bid	
11.5	Battery disconnect switch off negative side	1	\$ 113.00	\$ 113.00
11.6	Remote jump start terminals		\$ 128.00	\$ -
11.7	Back up alarm (Preco Factory Model)		No Bid	
11.8	OEM daytime running lights	1	STD	
11.9	3000 CCA batteries in lieu of 1950CCA	1	\$ 66.00	\$ 66.00
11.10	3 each 650/1950 CCA batteries in lieu of 2 each batteries		STD	
11.11	Battery box aft of cab	1	\$ 46.00	\$ 46.00
11.12	Grote 44710 flasher		No Bid	
11.13	Signal Stat 935 turn signal per Spec 12.6	1	STD	
11.14	Auxiliary customer access circuits	1	STD	
11.15	Switch for snowplow lights mounted on instrumental panel. Includes wiring terminated near headlights, for customer mounted auxiliary snowplow lights.	1	\$ 80.00	\$ 80.00
11.16	Power source terminal-2 stud type-mounted on firewall or inside cab with ground to frame rail and to starter, with 6 gauge wire.		No Bid	
11.17	10-position switch panel mounted on instrument panel. Includes 10 lighted switches, ignition control; switches will control relays which will feed stud type junction block mounted inside cab.		No Bid	
11.18	Vehicle speed sensor with speed signal at fuse panel for sander ground speed control system.	1	\$ 20.00	\$ 20.00
11.19	Battery box left hand rail back of fuel tank		\$ 216.00	\$ -
11.20	Battery terminal cable with tall battery terminal nuts		No Bid	
11.21	Dash mounted indicator body/hoist up body builder lamp		\$ 71.00	\$ -
11.22	RH/LH led work light on both side of truck		\$ 132.00	\$ -
11.23	Polished aluminum battery box cover		\$ 60.00	\$ -
11.24	Molded plastic with splash guard		\$ 34.00	\$ -
11.25	Painted steel battery box		No Bid	
11.26	Lockable steel battery box		\$ 69.00	\$ -
11.27	Battery shock pad		\$ 4.00	\$ -
11.28	Body Link w/cab floor pass thru hole/rubber boot		STD	
11.29	Body Link w/o cab floor pass thru hole/rubber boot	1	\$ 225.00	\$ 225.00
11.30	2 Extra dash mounted illuminated toggle switches		\$ 17.00	\$ -
11.31	One extra dash mounted rocker switch thru battery for local installed items		\$ 10.00	\$ -
11.32	One extra dash mounted rocker switch thru ignition for local installed items		\$ 10.00	\$ -
11.33	Six extra switches 2-15A ignition, 1-20A ignition, 1-10A ignition, 1- 5A battery, & 1-20A battery		\$ 128.00	\$ -
11.34	Eight switches - front strobe, rear strobes, wing light, wing strobe, sander light, tail gate lock, and vibrator	1	\$ 275.00	\$ 275.00
11.35	Back up alarm with intermittent feature (Ambient noise sensitive, 90 & 78 DB)		\$ 114.00	\$ -
11.36	Ecco back-up alarm 575 constant sound level	1	\$ 85.00	\$ 85.00
11.37	Ecco back-up alarm SA917 ambient noise sensitive		\$ 114.00	\$ -
11.38	Pollak 41-722 constant audible (mounted on rear crossmember)		\$ 94.00	\$ -
11.39	Fog lights		\$ 107.00	\$ -
11.40	Fog lights provisions - includes dash control & wiring for local installation of fog lights		\$ 14.00	\$ -
11.41	Incandescent tail light		STD	
11.42	Brake lighting on with engine brake		\$ 94.00	\$ -
11.43	LED type tail lights	1	\$ 230.00	\$ 230.00
11.44	Three Mack 925 CCA AGM Long Life Batteries		\$ 263.00	\$ -
11.45	Four Mack 1000/4000 CCA		\$ 188.00	\$ -
11.46	Switch in dash with wiring to cab roof, above LH & RH doors for local installation of strobe lights		\$ 36.00	\$ -
11.47	(2) Roof Mounted Whelan Strobes with switch in dash		\$ 1,892.00	\$ -
11.48	LH roof mounted spot light		\$ 344.00	\$ -
11.49	Trucklite LED side marker light	1	\$ 119.00	\$ 119.00
12.0	<b>CAB EXTERIOR OPTIONS:</b>			
12.1	Dual electric horns	1	STD	
12.2	Air horns, dual, round, with snow shields		\$ 109.00	\$ -
12.3	Dual rectangular air horns		\$ 83.00	\$ -
12.4	Fender mirrors per Spec 12.4	1	\$ 153.00	\$ 153.00
12.5	Heated mirrors per Spec 12.5 -West Coast		\$ 119.00	\$ -
12.6	Remote control for R.H. mirror & heated		No Bid	

12.7	Remote control for dual mirrors & heated - Bulldog stylized mirrors illuminated with integral convex mirror		\$ 488.00	\$ -
12.8	Upcharge for cab extension or larger cab		No Bid	
12.9	Severe duty aluminum cab option		No Bid	
12.10	Dupont Highway orange paint or equal		\$ 31.00	\$ -
12.11	Premium paint color option		\$ 233.00	\$ -
12.12	Imron paint option	1	STD	
12.13	Imron and clear coat paint option	1	STD	
12.14	Top of hood painted flat black		\$ 706.00	\$ -
12.15	Cab Air Ride Suspension	1	STD	
12.16	Tilting hood per Spec 12.8	1	STD	
12.17	Butterfly option on hood		\$ 413.00	\$ -
12.18	Transverse hood opening w/setback axle		No Bid	
12.19	Front fender mounted turn signals		No Bid	
12.20	Cab visor, external, painted to match cab color		\$ 212.00	\$ -
12.21	Front fender extensions	1	\$ 105.00	\$ 105.00
12.22	Front fender mud flaps	1	STD	
12.23	Arctic winter wiper blades	0	\$ 22.00	\$ -
12.24	Optional windshield washer tank	1	\$ 31.00	\$ 31.00
12.25	Per truck charge for all trucks, key identical		\$ 43.00	\$ -
12.26	RH observation prism window in door		\$ 32.00	\$ -
12.27	Spotlight LH, RH, or roof mounted each		\$ 71.00	\$ -
12.28	Front tow hooks	1	STD	
12.29	Rear tow hooks		\$ 25.00	\$ -
12.30	Per truck charge for all trucks, key identical - 4 keys		\$ 39.00	\$ -
12.31	Remote control for dual mirrors & heated - Aerodynamic	1	\$ 191.00	\$ 191.00
12.32	Remote control for dual mirrors & heated - Aerodynamic body color		\$ 151.00	\$ -
12.33	Aerodynamic Moto-Mirror Package: LH/RH Motorized & Heated		\$ 581.00	\$ -
12.34	Heated electric wiper blades	1	\$ 157.00	\$ 157.00
12.35	Heated windshield	1	\$ 425.00	\$ 425.00
12.36	One piece windshield		\$ 97.00	\$ -
12.37	Bright finish hood intake	1	STD	
12.38	Bright finish bars with surround grille	1	\$ 86.00	\$ 86.00
12.39	Bullet type chrome marker & clearance lights		\$ 75.00	\$ -
12.40	Led type marker & clearance lights	1	\$ 75.00	\$ 75.00
12.41	RH tool box mounted on frame rail		\$ 256.00	\$ -
12.42	Heated convex mirrors	1	\$ 39.00	\$ 39.00
12.43	Electronic keyless entry		\$ 151.00	\$ -
12.44	Bright finish RH fender mirror		\$ 77.00	\$ -
12.45	Bus style 1/4 round black finish fender mirrors		\$ 222.00	\$ -
12.46	Stainless steel exterior sun visor		\$ 288.00	\$ -
12.47	Bright Finish hood latches		\$ 89.00	\$ -
12.48	10" round bright finish heated fender mirrors		\$ 272.00	\$ -
12.49	Rect convex mirror above RH driver door window		\$ 27.00	\$ -

**13.0 CAB INTERIOR OPTIONS:**

13.1	<b>Medium grade interior trim package</b>			
13.2	Comfort Trim Package, Steel Gray		\$ 292.00	\$ -
13.3	Comfort Trim Package, Sierra Tan		\$ 292.00	\$ -
13.4	<b>Premium grade interior trim package</b>			
13.5	Preferred Trim Package, Steel Gray	1	\$ 762.00	\$ 762.00
13.6	Preferred Trim Package, Sierra Tan		\$ 762.00	\$ -
13.7	Round universal gauge package	1	STD	
13.8	Power window, passenger side	1	STD	
13.9	Power window/both passenger and driver window	1	STD	
13.10	O.E.M. factory installed, AM/FM stereo, Weather Band,		\$ (28.00)	\$ -
13.11	O.E.M. factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth	1	STD	
13.12	O.E.M. factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/Xm Satellite		\$ 181.00	\$ -
13.13	Radio accommodation package includes antenna, power supply and two speakers (No radio)		\$ (127.00)	\$ -
13.14	Infotainment + Premium Stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/XM Satellite		\$ 1,036.00	\$ -
13.15	Navigation, requires Infotainment		\$ 770.00	\$ -
13.16	Prep-Kit for Backup Camera, requires Infotainment		\$ 146.00	\$ -
13.17	Navigation & Prep-Kit for Backup Camera, requires Infotainment		\$ 919.00	\$ -
13.18	O.E.M. factory installed, air conditioning	1	STD	
13.19	Cab mounted non-resettable hour meter	1	STD	
13.20	Dash mounted air cleaner air restriction gauge - (Display in Co-Pilot only)	1	STD	
13.21	Transmission temp gauges	1	STD	



13.22	Windshield defroster fan w/switch dash mounted		\$	101.00	\$	-
13.23	Between seats mounted console		\$	359.00	\$	-
13.24	Transmission oil sensor (check & fill)	1		STD		
13.25	CB hot jacks dash mounted			No Bid		
13.26	Tilt & telescope steering wheel			No Bid		
13.27	Tilt steering wheel	1		STD		
13.28	Self canceling turn signals	1		STD		
13.29	Mack - Air Drivers Seat, High Back, 1 Chamber Air Lumbar	1		STD		
13.30	Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar		\$	496.00	\$	-
13.31	Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat	1	\$	486.00	\$	486.00
13.32	Mack - Air Drivers Seat, high back, 4 Chaber Air Lumbar, Bolster, Extension		\$	436.00	\$	-
13.33	Mack - Air Drivers Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat		\$	509.00	\$	-
13.34	National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar		\$	346.00	\$	-
13.35	National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat		\$	441.00	\$	-
13.36	Drivers Seat Covering, Black Mordura		\$	250.00	\$	-
13.37	Drivers Seat Covering, Blended Black & Gray Mordura		\$	257.00	\$	-
13.38	Drivers Seat Covering, Black Vinyl		\$	171.00	\$	-
13.39	Drivers Seat Covering, Blended Black & Gray Vinyl		\$	45.00	\$	-
13.40	Drivers Seat Covering, Vinyl			STD		
13.41	Drivers Seat Covering, Vinyl/Cloth Mix		\$	194.00	\$	-
13.42	Drivers Seat Covering, Ultra Leather		\$	635.00	\$	-
13.43	Drivers Seat Covering, Blended Black & Gray Vinyl/Cloth Mix	1	\$	211.00	\$	211.00
13.44	Drivers Seat Covering, Blended Black & Gray Ultra Leather		\$	649.00	\$	-
13.45	Omit Riders Seat		\$	(70.00)	\$	-
13.46	Mack - Fixed Rider Seat, High Back	1		STD		
13.47	Mack - Fixed Rider Seat, High Back w/Storage Box		\$	71.00	\$	-
13.48	Mack - Fixed Rider Wide Bench Seat, Mid Back w/Storage Box		\$	381.00	\$	-
13.49	Mack - Fixed Rider Bench Seat, Mid Back w/Storage Box		\$	231.00	\$	-
13.50	Mack - Air Riders Seat, High Back, 1 Chamber Air Lumbar		\$	107.00	\$	-
13.51	Sears - Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar		\$	463.00	\$	-
13.52	Sears-Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat		\$	483.00	\$	-
13.53	Mack - Air Riders Seat, high back, 4 Chaber Air Lumbar, Bolster, Extension		\$	624.00	\$	-
13.54	Mack - Air Riders Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat		\$	675.00	\$	-
13.55	National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar		\$	348.00	\$	-
13.56	National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat		\$	437.00	\$	-
13.57	Riders Seat Covering, Black Mordura		\$	250.00	\$	-
13.58	Riders Seat Covering, Blended Black & Gray Mordura		\$	257.00	\$	-
13.59	Riders Seat Covering, Black Vinyl		\$	171.00	\$	-
13.60	Riders Seat Covering, Vinyl			STD		
13.61	Riders Seat Covering, Vinyl/Cloth Mix		\$	194.00	\$	-
13.62	Riders Seat Covering, Ultra Leather		\$	635.00	\$	-
13.63	Riders Seat Covering, Blended Black & Gray Vinyl/Cloth Mix	1	\$	211.00	\$	211.00
13.64	Riders Seat Covering, Blended Black & Gray Vinyl/Cloth Mix		\$	211.00	\$	-
13.65	Riders Seat Covering, Blended Black & Gray Ultra Leather		\$	649.00	\$	-
13.66	Inboard mounted driver arm rest		\$	21.00	\$	-
13.67	Inboard mounted driver & rider arm rest	1	\$	40.00	\$	40.00
13.68	Without Drivers or Riders Armrest	0		STD		
13.69	Driver seat dust cover		\$	9.00	\$	-
13.70	Passenger seat dust cover - Not Available with fix passenger seat		\$	11.00	\$	-
13.71	Drive & Rider Seatbelt with Height Adjustable D-Ring, Orange in Color		\$	88.00	\$	-
13.72	Orange driver & rider seat belt		\$	76.00	\$	-
13.73	Push button type starter		\$	14.00	\$	-
13.74	Co-pilot driver display (enhanced 4.5" diagonal graphic LCD display w/4-button stalk control - includes guard dog routine maintenance monitoring	1		STD		
13.75	Roadwatch ambient air temp gauge for outside and road temps - requires aero-dynamic mirrors	1	\$	755.00	\$	755.00
13.76	5lb fire extinguisher between driver seat base and door with valve aimed rearward	1	\$	63.00	\$	63.00
13.77	Reflector kit parallel to inside of rider base seat	1	\$	27.00	\$	27.00
13.78	Reflector kit mounted parallel & centered against BOC		\$	32.00	\$	-

13.79	Blend air HVAC with ATC temp regulation & APADS		\$ 169.00	\$ -
13.80	Cab cleanout - includes in cab pneumatic line		\$ 53.00	\$ -
13.81	Cobra 29LTD Classic CB radio		\$ 343.00	\$ -
13.82	Cobra 19DX-IV Compact Cb Radio w/Dynamic Mic		\$ 153.00	\$ -
13.83	48" Radio antenna right side mirror mounted	1	\$ 4.00	\$ 4.00
13.84	48"CB Antenna left side mirror mounted	1	\$ 38.00	\$ 38.00
13.85	CB Binding Posts in Overhead Console		\$ 17.00	\$ -
13.86	CB Mounting in Overhead Console		\$ 48.00	\$ -
13.87	Auto shutoff for radio when truck is in reverse		\$ 55.00	\$ -
13.88	Without Secondary Gauge Package		STD	
13.89	Exhaust pyrometer, transmission oil temperature, boost pressure and brake application gauges	1	\$ 75.00	\$ 75.00
13.90	Exhaust pyrometer, transmission oil temperature, engine oil temperature and brake application gauges		\$ 100.00	\$ -
13.91	Exhaust pyrometer, transmission oil temperature, boost pressure and engine oil temperature gauges		\$ 75.00	\$ -
13.92	Exhaust pyrometer, transmission oil temperature, engine oil temperature and air cleaner restriction gauges		\$ 100.00	\$ -
13.93	Rear Axle temperature gauge	1	\$ 91.00	\$ 91.00
13.94	Red floor lighting w/switch plus (4) door lamps w/switches	1	\$ 103.00	\$ 103.00
13.95	Interior storage console mounted on floor between seats w/12 volt power outlet		\$ 359.00	\$ -
13.96	Bodybuilder interior console mounted to floor between seats		\$ 243.00	\$ -
14.0	<b>MN/DOT OPTIONS:</b>			
14.1	Additional warranty coverage per spec 12.9			
14.2	Engine Plan 2 60 months 250,000 miles		\$ 2,910.00	\$ -
14.3	Engine Plan 2 72 months 250,000 miles		\$ 4,690.00	\$ -
14.4	Engine Plan 2 84 months 250,000 miles		\$ 6,270.00	\$ -
14.5	Engine Plan 2 60 months 250,000 miles - HP over 460 horses		\$ 4,308.00	\$ -
14.6	Engine Plan 2 72 months 250,000 miles - HP over 460 horses		\$ 6,961.00	\$ -
14.7	Engine Plan 2 84 months 250,000 miles - HP over 460 horses		\$ 9,414.00	\$ -
14.80	Engine after-treatment systems (EATS) 60 months 250,000 miles		\$ 942.00	\$ -
14.90	Engine after-treatment systems (EATS) 72 months 250,000 miles		\$ 1,708.00	\$ -
14.10	Engine after-treatment systems (EATS) 84 months 250,000 miles		\$ 2,274.00	\$ -
14.11	Engine after-treatment systems (EATS) 60 months 250,000 miles - HP over 460 horses		\$ 1,566.00	\$ -
14.12	Engine after-treatment systems (EATS) 72 months 250,000 miles - HP over 460 horses		\$ 2,087.00	\$ -
14.13	Engine after-treatment systems (EATS) 84 months 250,000 miles - HP over 460 horses		\$ 2,408.00	\$ -
14.14	M-Drive HD Transmission 48 months 500,000 miles		\$ 2,166.00	\$ -
14.15	M-Drive HD Transmission 60 months 500,000 miles		\$ 3,216.00	\$ -
14.15	Allison 60 month unlimited mileage Extended Warranty		\$ 1,312.00	\$ -
14.16	HVAC (Air Conditioning) 60 months		\$ 840.00	\$ -
14.17	Starter 60 months 300,000 miles		\$ 282.00	\$ -
14.18	Alternator 60 months 300,000 miles		\$ 324.00	\$ -
14.19	Starter & Alternator 60 months 300,000 miles		\$ 438.00	\$ -
14.20	Prebuild specification meeting (per person) to be held in St. Paul/Minneapolis area.		\$ 1.00	\$ -
14.21	Pilot inspection meeting (per person).		\$ 2,250.00	\$ -
15.0	<b>TRAILER TOW OPTIONS:</b>			
15.1	Trailer tow package extended to rear of frame	1	\$ 417.00	\$ 417.00
15.2	Trailer package extend to rear of frame per Spec 12.12		\$ 534.00	\$ -
15.3	Single 7 pin SAE type, end of frame	1	\$ 117.00	\$ 117.00
15.4	Dual 7 pins standard SAE type, end of frame (1) for trailer with electric brakes, (1) for trailer with air brakes		\$ 213.00	\$ -
15.5	Hand control valve for trailer brakes	1	\$ 48.00	\$ 48.00
16.0	<b>MANUALS / TRADE-IN INTEREST FEE:</b>			
16.1	Percent interest per month (non-compounding) on unpaid cab & chassis balance. Applies only to CPV Members. (Payable after trade-in is delivered to vendor). Percentage/per month.			
16.3	Manuals in print form, parts repair and service, per set		No Bid	
16.4	Premium Tech Tool		\$ 4,000.00	\$ -
17.0	<b>Delivery Charges:</b>			
	Price per loaded mile Starting Point			
17.1	Roseville, MN 55113		\$ 2.50	\$ -
18.0	<b>Maintenance/ Body Shop Labor rates</b>			
18.1	Rate for Initial Inspection/Diagnosocoe		\$ 195.00	\$ -

18.2	Rate for Mechanical Work		\$	195.00	\$	-
18.3	Rate for Body Work		\$	195.00	\$	-

19.0 **Quantity Discounts:**

20 **Next Model Year Upcharges**

	Enter the following Production Model Year here >>>>>>>>		2026		
20.1	Percentage Upcharge for the following Model Year Base Unit	1	2.00%	\$	2,379.80
20.2	Percentage Upcharge for the following Model Year Options	1	2.00%	\$	721.58

**Total Cost:** \$ 158,170.38

## Houston County Agenda Request Form

Date Submitted: February 6, 2024 Board Date: February 27, 2024

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Request Board approval to accept 2024 plow box bid from Towmaster in the amount of \$210,678.00.

State Contract S863(5) Contract #222949

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

**Justification:**

**Action Requested:**

Accept the 2024 plow box bid from Towmaster

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

All agenda request forms must be submitted to Allison Wagner at [BOC@co.houston.mn.us](mailto:BOC@co.houston.mn.us) by 12:00 p.m. o Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.



Houston County Highway Equipment			
Unit #	Agenda Item	State Bid	Budget Over/Under
#2251	Nuss Truck - Truck chassis	State T-647(5) Contract XXXXX	
	2025 Mack Granite 64FR Tandem Axle Plot Truck	\$ 158,170.38	
	Motor Vehicle Tax at 6.875%	\$ 10,874.21	
	Chassis Grand Total	\$ 169,044.59	
	Towmaster - Truck Box	State Bid S-863(5) Contract #222949	210,678.00
	Grand total Plow Truck	\$ 379,722.59	
	2024 Budget	\$ 390,363.00	
	Under Budget	\$ (10,640.41)	



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

REVISED - - 2/9/24  
Deleted Tarp & Prop, Added Notations

Reference No.  
QT 83992

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

<b>Ship To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921 USA	<b>Cust:</b> 3091 <b>Phone:</b>	<b>Bill To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921	<b>Phone:</b>
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ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/02/24	2/09/24	

Serial No.

**Order Comments:** \*\*STATE OF MN CONTRACT  
222949 AMENDED\*\*

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

**Other Instructions** \*\*PRICING VALID ON ORDERS PLACED BY 2/29/24\*\*

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9906250	- Body APB 15'-46-56 FD All Purpose body manufactured from 7 ga Stainless Steel 1/4" floor, Double acting plain tailgate, (no chutes) 34" wide conveyor, dual direct drive motors Direct drive cross auger, telescopic hoist, NO CAB SHIELD, front sliding feedgate, standard spinner assembly NO LIGHTS, NO OVALS in RCP, 409 stainless steel corner post, air trip tailgate release, Board pockets, 1 body prop, High Temp belt over chain, slat on every link. <b>NO UNDERSIDE CONVEYOR COVER</b>	\$74,013.00	\$74,013.00
1	<b>SPECIAL NOTE - Special Note:</b> <b>UNDERSIDE CONVEYOR COVER &amp; CABLE PULL-OFF VALVE DELETED FROM CONFIGURATION AS PER CUSTOMER REQUEST</b>			
1	<b>CUSTOM - Custom Equipment Pkg consisting of:</b> CENTER (TALL) BOARD SUPPORTS, INTERIOR STEPS ADDED TO BODY, AND D-RING ADDED TO INSIDE TOP OF TAILGATE		\$805.00	\$805.00
1	9903157	- Body Option Swenson APB Double Acting Cylinder in Lieu of Std Single Acting <b>**NOTE: NO CABLE PULL-OFF VALVE WANTED - - SEE NOTE AT END OF ORDER</b>	\$1,891.00	\$1,891.00
1	9903159	- Body Option Swenson APB Air Operated Tailgate Control with Air Switch	\$360.00	\$360.00
1	9901701	- Installation of Dump Body to hoist <b>**NOTE: CUSTOMER REQUIRES SOLID STATE 3/4" DIA "PENCIL LIGHTS" TO BE</b>	\$2,262.00	\$2,262.00

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
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HOUSTON COUNTY HIGHWAY DEPT				HOUSTON COUNTY HIGHWAY DEPT	
1124 E WASHINGTON ST				1124 E WASHINGTON ST	
CALEDONIA		MN 55921	USA	CALEDONIA	MN 55921

ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/02/24	2/09/24	
Serial No.					

**USED FOR REAR AND SIDE MARKER LIGHTS, ALONG WITH REQUIRED REFLECTORS  
PLACED IN THE SAME REGION OF THE LIGHTS.**

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9901702	- Installation of air operated tailgate latch kit, with solenoid valve in hydraulic valve enclosure.	\$425.00	\$425.00
1	9900147	- Body acc Box Vibrator - Cougar model DC3200	\$796.00	\$796.00
1	9901703	- Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.	\$496.00	\$496.00
1	9900148	- Body acc'y License plate light at rear (for weld on cabshields) installed	\$305.00	\$305.00
1	9900149	- Body acc'y MUDDLAPS, FRONT (of driver wheels) w/ brkts installed	\$590.00	\$590.00
1	9900150	- Body acc'y Grab Handle, un-plated, weld-on installed (ea) SPECIFY LOCATION HERE:	\$43.00	\$43.00
1	9901225	- Cabshield, 1/2 type weld-on style, Stainless Steel, attached to body	\$2,976.00	\$2,976.00
1	9900207	- Ladder Access ladder (STAINLESS STEEL) Including Grab Handle above, and Interior Step, ea, Installed <b>**NOTE: LADDER NEEDS TO EXTEND BELOW THE BODY SIDE RUBRAIL TO ALLOW FOR EASIER ACCESS. AT LEAST 1 ADDITIONAL RUNG LOWER THAN PREVIOUS EXAMPLES. SPECIFY LOCATION HERE: LH FRONT AREA</b>	\$827.00	\$827.00
1	9900209	- Body acc'y Shovel Holder, Vertical fork/ring style (ea)	\$85.00	\$85.00
1	9900211	- Body acc'y Dual "split" sander manifolds	\$534.00	\$534.00
*--- Continued ---*				

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



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QT 83992

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HOUSTON COUNTY HIGHWAY DEPT				HOUSTON COUNTY HIGHWAY DEPT	
1124 E WASHINGTON ST				1124 E WASHINGTON ST	
CALEDONIA		MN 55921	USA	CALEDONIA	MN 55921

ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/02/24	2/09/24	
Serial No.					

1 9900215 - Light Dbl Face Turn Lights w/steel protectors (cabshield sides)	\$598.00	\$598.00
1 9904246 - Light Warning TMTE1SS-3 PKG: (2) STAINLESS STEEL 23H 3-light LED Micro-Edge, (2) 5M-400 Super-LED, (2) Side TIR3 LED, (2) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed	\$4,995.00	\$4,995.00
1 9905778 - Light Mirror Mounted ABL 3800 LED HEAD LAMP PLOW LIGHTS W/ICE MELTING TECHNOLOGY Installed	\$1,506.00	\$1,506.00
1 9900259 - Light acc'y LED work light with disconnect Installed **NOTE: BOX CARGO LIGHT - - MOUNTED ON CABSHIELD TO SHINE INSIDE OF DUMP BODY. SEE PREVIOUS EXAMPLES	\$589.00	\$589.00
1 1965280 - Minimizer FKMACK2B Floor Mat Set for TDM and SGL	\$249.00	\$249.00
1 9900279 - Body Acc'y Side Boards (SGL or TDM) 2" OAK (rough sawn) 2-pc, Installed.	\$788.00	\$788.00
1 9901711 - Installation of Telescopic DOUBLE acting hoist	\$1,335.00	\$1,335.00
1 9902920 - Scraper FALLS IB-11A 1" MB, w/single lift cylinder, LESS CUTTING EDGES	\$8,795.00	\$8,795.00
1 9902822 - VBL Vallite Curved Double Bevel 3/4" x 6" x 5' w/5/8" dia holes, cutting edge	\$113.00	\$113.00
1 9902830 - VBL Vallite Curved Double Bevel 3/4" x 6" x 6' w/5/8" dia holes, cutting edge	\$135.00	\$135.00

\*--- Continued ---\*

Accepted by

Date

Price:

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Net Cost:

Freight

Total:



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HOUSTON COUNTY HIGHWAY DEPT				HOUSTON COUNTY HIGHWAY DEPT	
1124 E WASHINGTON ST				1124 E WASHINGTON ST	
CALEDONIA		MN 55921	USA	CALEDONIA	MN 55921

ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/02/24	2/09/24	

Serial No.		
1 9901705	- Installation of underbody fixed angle scraper w/single lift cylinder	\$3,546.00 \$3,546.00
1 9904232	- Scraper FORCE Up Charge Electric pressure transmitter to read on LCD screen installed	\$429.00 \$429.00
1 9900351	- Scraper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve, installed	\$966.00 \$966.00
1 9902941	- Wing Falls RHSDL9A-HYDPB Primed LESS CUTTING EDGES	\$14,180.00 \$14,180.00
1 9902855	- VBL 3/4" x 6" - 9' Carbon Steel Snow Blade	\$223.00 \$223.00
1 9900388	- Installation Falls SDL Series Wing - w/Bulkhead Couplers	\$6,426.00 \$6,426.00
1 9900477	- Wing Falls Hwy Orange - Paint Moldboard	\$447.00 \$447.00
1 9900557	- Plow Hitch Falls 44XB2/STD/STD/DA-HITCH	\$4,140.00 \$4,140.00
1 9900590	- Installation Falls Plow Hitch - 40 Series 4Line/STDBLKHD	\$2,738.00 \$2,738.00
1 9903091	- Plow Falls RH312R/SPR-TRP/NOSHU/PRI-E1/7GA LESS CUTTING EDGES	\$10,036.00 \$10,036.00
1 9900625	- Plow Push Unit Falls 24/44 Series Std	\$1,265.00 \$1,265.00
1 SPECIAL REQUEST	- Special Request Charges for: REINFORCEMENT OF FALLS PLOW MOLDBOARD AS PER PREVIOUS EXAMPLES	\$935.00 \$935.00
1 9900639	- Plow Falls Rubber Belt Deflector Kit - Installed	\$489.00 \$489.00
1 9900679	- Plow Falls Hwy Orange Paint, Rev Plow, w/installation	\$594.00 \$594.00

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:





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

Reference No.

QT 83992

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ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/02/24	2/09/24	

Serial No.	
------------	--

1 9900730 - Plow Falls SCR-ADJ/SHOE/REV-PLW/STD	\$865.00	\$865.00
1 9902858 - VBL 3/4" x 6" - 12' Carbon Steel Snow Blade	\$297.00	\$297.00
1 9900758 - Hitch TMTE Heavy Duty plate ass'y w/light holes in plate,	\$723.00	\$723.00
1 9901716 - Hitch Installation of Pup Hitch (weld in style)	\$1,132.00	\$1,132.00
**NOTE: HITCH PLATE FACE TO BE LOCATED: SEE PREVIOUS EXAMPLE FOR PLACEME		
1 9900764 - Hitch PREMIER 2300 Air Cushion Pintle, installed	\$1,235.00	\$1,235.00
**NOTE: HEIGHT TO BE 24" GROUND TO SADDLE		
1 9902493 - Hitch 7 contact Standard Round Pin Std socket installed	\$164.00	\$164.00
1 9900769 - Hitch TMTE Pup hyd line w/std Coupler & pup trip switch pkg, installed	\$714.00	\$714.00
1 9901733 - Sander Install & configure sander components as rigid frame mount on chassis	\$4,608.00	\$4,608.00
**NOTE: SEE PREVIOUS EXAMPLE FOR SANDER SPINNER LINES TEE-OFF AND ROUTED TO REARHITCH PLATE.		
1 9900852 - Valve System, Force Add-A-Fold MCV-ISO Valve 10 Functions , INSTALLED	\$19,617.00	\$19,617.00
NOTE: BOX HOIST, PLOW LIFT, PLOW ANGLE, WING TOE, WING HEEL, WING PUSHBAR, SCRAPER LIFT, CONVEYOR, CROSS AUGER, & SPINNER. SEE ALSO ADDITIONAL LINE ITEMS BELOW		
1 9900998 - Valve Force PUP HOIST Section ADD-A-FOLD, Includes extra section & harness provision	\$1,499.00	\$1,499.00

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



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QT 83992


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

<b>Ship To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921 USA	<b>Cust:</b> 3091 <b>Phone:</b>   CALEDONIA MN 55921	<b>Bill To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921	<b>Phone:</b>   CALEDONIA MN 55921
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ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/02/24	2/09/24	
Serial No.					

1 9902500 - Control System Force ULTRA-5-5100EX-3F Commander control, Installed	\$16,020.00	\$16,020.00
1 9904959 - Slim-Line (space saver) 30 gal reservoir w/intank filter included, INSTALLED (STAINLESS STEEL)	\$5,289.00	\$5,289.00
1 9900888 - Pump Force FASD45L LS (6 ci) installed	\$6,015.00	\$6,015.00
1 9900871 - Switch TMTE BODY UP Installed (electric controls only)	\$258.00	\$258.00
1 9900884 - Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed	\$317.00	\$317.00
1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 4 yr SwapLoader Hoists; 2 yr Hyd, Snow Equip, Tele Hoists, and all other items.		

Accepted by _____  Date _____		Price:	\$210,678.00
		Total Discounts:	
		Net Cost:	\$210,678.00
		Freight	
		Total:	\$210,678.00

## Houston County Agenda Request Form

Date Submitted: February 6, 2024 Board Date: February 27, 2024

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Request to approve equipment purchase for a John Deere 644P loader in the amount of \$275,605.00.

This amount includes the trade of Unit# 4022, Case 721C loader.

The loader is on the state bid from RDO Equipment. State Bid L331-(5) and Contract # 239137

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

State Bid information from RDO Equipment.

**Justification:**

This is a budgeted item although the net increase for this item is \$60,605.00

**Action Requested:**

Approve the purchase of loader using the adjusted 2024 regular maintenance allotment to cover the increase.

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

All agenda request forms must be submitted to Allison Wagner at [BOC@co.houston.mn.us](mailto:BOC@co.houston.mn.us) by 12:00 p.m. o Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

**Houston County Highway Equipment**

<b>Unit #</b>	<b>Agenda Item</b>	<b>State Bid</b>	<b>Budget Over/Under</b>
<b>#4241</b>	<b>Mid - Size Wheel Loader</b>		
	RDO Equipment Contract 239137 L331-(5) John Deere 644P Wheel Loader	\$ 305,605.00	
<b>#4022</b>	Trade 2001 Case 721 C Wheel Loader	\$ (30,000.00)	
	Grand Total for #4241	\$ 275,605.00	
	Budget	\$ 215,000.00	
	Over Budget	\$	60,605.00



**JOHN DEERE**

## Investment Proposal (Quote)

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

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

Investment Proposal Date: 12/13/2023  
Pricing Valid Until: 12/27/2023  
Deal Number: 1726809  
Customer Account#: 3925008  
Compact CE Sales Professional: Nate Jenson  
Phone: (507) 282-8888  
Fax:  
Email: njenson@rdoequipment.com

### Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 JOHN DEERE 644P  6051DW 644 P Wheel Loader 0202 United States 0259 English 0351 Translated Text Labels 0400 Standard Loader 0451 Standard Z-BAR 0615 Level 2 Trim: -140 Amp Alternator -30 Amp Converter -LED Lights -Premium Seat, Heated and Ventilated with Air Suspension -Premium AM/FM/Weather with Bluetooth, Remote Aux and USB -Ride Control 0658 Level 3 Performance: -Locking Front Diff. -Standard Rear Diff. -Manual Diff Lock -Throttle Lock -5 Speed Powershift Transmission with Lock-up Torque Converter 8065 Block Heater 8501 Debris Package: Reversing Fan 8505 Guards - Transmission & Bottom 8502 Maintenance and Service Package 8508 Auxiliary Equipment Package 0951 Rear Camera (Primary Display) 1100 Less Detection System 1602 Steering Wheel 1301 Left Side Steps 183E JDLink™ 2201 Less Payload Scale w/ Cycle Counter 4069 John Deere 6.8L - FT4/SV 6522 Rear Counterweight & Rear Hitch w/ Pin 7026 Joystick Controls 7054 Three Function Hydraulics 5128 No Brand Preference - 23.5R25 L3 1-Star Radial Tires 5554 Full Coverage Front & Rear Fenders w/ Mudflaps 8017 23.5R25 L3 1-Star Radial Tires w/ 3 PC Rims - No Brand Preference 7402 Hydraulic Coupler - JRB 418 Pattern 7806 4.50 YD (3.44 CM) Enhanced Performance 7458 Bolt-On Cutting Edge	\$305,605.00
Equipment Subtotal:				\$305,605.00



**Trade Information**

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
JEE0125066	2001 CASE 721C	\$0.00	4434	(\$30,000.00)
				Total Trade In Value: (\$30,000.00)
				Trade Balance Owed: \$0.00
				Net Difference: (\$30,000.00)

**Purchase Order Totals**

Balance:	\$275,605.00
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$275,605.00
Cash with Order:	\$0.00
Balance Due:	\$275,605.00

# Houston County Agenda Request Form

**Date Submitted:** February 6, 2024      **Board Date:** February 27, 2024

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

**Issue:**

**Request to approve equipment purchase for a Case 321F Compact Wheel Loader in the amount of \$55,521.00**

This amount includes the trade of Unit# 4171 - 2017 Case 321F Loader.

This loader is on the state bid from Titan Machinery. State Bid L331(5) Contract 239131

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

State Bid information from Titan Machinery.

**Justification:**

This is a budgeted item and is the net decrease of \$ 4,479.00.

**Action Requested:**

Approve the purchase of wheel loader.

For County Use Only			
<b><u>Reviewed by:</u></b>	<div style="display: flex; justify-content: space-between;"> <div>_____ County Auditor</div> <div>_____ County Attorney</div> <div>_____ Zoning Administrator</div> </div> <div style="display: flex; justify-content: space-between;"> <div>_____ Finance Director</div> <div>_____ County Engineer</div> <div>_____ Environmental Services</div> </div> <div style="display: flex; justify-content: space-between;"> <div>_____ IS Director</div> <div>_____ Other (indicate dept)</div> <div></div> </div>		
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

All agenda request forms must be submitted to Allison Wagner at [BOC@co.houston.mn.us](mailto:BOC@co.houston.mn.us) by 12:00 p.m. o Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

## Houston County Highway Equipment

Unit #	Agenda Item	State Bid	Budget Over/Under
#4242	Compact Wheel Loader		
	Titan Machinery Contract 239131 L331-(5) Case 321F Wheel Loader	\$ 106,021.00	
#4171	Trade 2017 Case 321F Wheel Loader	\$ (50,500.00)	
Grand Total for #4242 \$ 55,521.00			
		Budget \$ 60,000.00	
		Over Budget	\$ (4,479.00)

# TITAN MACHINERY

N1626 Wuensch Road, La Crosse, WI 54601

Business (608) 788-1025 / Cell (608) 667-0876

Email: zachary.wellman@titanmachinery.com

## 321F:

COMMERCIAL MODEL	321F V2 ZB HS T4 FINAL	-321F V2 ZB HS T4 FINAL
BOOM	ZB	-ZBAR ZB
MODEL	321F-T4	-321F T4
SPEED	HSP	-High Speed
Base machine price		-
AXLES FRONT AND REAR	734682	-HS Axles Limited Slip Diff.
CAB	734632	-Deluxe Cab
CLIMATE CONTROL	734506	-Air Conditioner w/ Heater
SEAT	734590	-Air Seat
RADIO OPTION	734504	-Radio with speakers
WHEELS AND TIRES	9420162	-365/80 R20 STP9 L2 Dunlop
DECALS & LITERATURE	734529	-Decal & Lit English
HYDRAULIC AUX	734650	-Double Aux High Flow w/ Creep
HYDRAULIC COUPLER	734516	-Hyd. SSL Compatible Coupler
HYDRAULIC ROUTING	734518	-No Anti-Burst Valves
RIDE CONTROL	734520	-Auto Ride control
AUXILIARY HYDRAULIC READY	734611	-Joystick
Transport Protection	734596	-Transport Protection
COLD WEATHER STARTING	734654	-Cold Weather w/ Block Heater
PALLET LIFT FORKS	734642	-48" Forks (1200mm) - SSL Coupler
COMPACT WHEEL LOADER BUCKETS	734625	-1.44 cu yd Bkt -SSL Coupler
BACK UP ALARM	734594	-Reverse Gear Alarm
ROAD AND WORK LIGHTS	734663	-LED 2 Front 2 Rear

### 734632: Deluxe Cab

Internal covers for side pillars  
Side storage box for personal belongings,  
Fully adjustable steering column (Telescopic/Tiltable),  
Full steering column cover, two position side window (Partial/180°),  
and an interior rear view mirror.

### 734650: Double Aux High Flow w/ Creep

Quick coupler allows 4th function.  
Comes standard with connect under pressure connectors.  
Creep speed allows the engine rpm to be set independently  
from ground speed.  
Creep speed can be set up to 3.2 mph (5 kmh).

### 734520: Auto Ride control

Ride Control can be set to automatically engage  
at speeds from 0-2.5 mph (4.0 kmh).

### 734654: Cold Weather w/ Block Heater

Two 680 CCA batteries, Low-temp Hytran oil, engine block heater.  
Rated down to -9.4° F (-23° C).

Thank you,  
Zach Wellman  
Equipment Sales Consultant  
Titan Machinery



**Total CASH Price w/o Trade-In and w/o Delivery for 221F: \$98,700.00**

*\*Cash pricing meaning any other form of payment other than financing through CNHi Capital Finance\**

*\*Normal List Price of \$120,704.00 w/o government discount\**

*\*Price will be honored after commitment to purchase\**

*\*Machine expected arrival date approx. Jan. 2024\**

**Total CASH Price w/o Trade-In and w/o Delivery for 321F: \$106,021.00**

*\*Cash pricing meaning any other form of payment other than financing through CNHi Capital Finance\**

*\*Normal List Price of \$130,223.00 w/o government discount\**

*\*Price will be honored after commitment to purchase\**

*\*Machine expected arrival date approx. Jan. 2024\**

**2017 CASE 321F CWL Trade-In Value: \$50,500.00**

**Total After Trade-In for 221F: \$48,200.00**

**Total After Trade-In for 321F: \$55,521.00**

**Total CASH Price w/o Trade-In and w/o Delivery for 821G: \$279,763.00**

*\*Cash pricing meaning any other form of payment other than financing through CNHi Capital Finance\**

*\*Normal List Price of \$409,391.00 w/o government discount\**

*\*Price will be honored after commitment to purchase\**

*\*Machine expected arrival date approx. May 2024\**

**2000 CASE 721C Trade-In Value: \$26,500.00**

**Total After Trade-In for 821G: \$253,263.00**

Thank you,  
Zach Wellman  
Equipment Sales Consultant  
Titan Machinery





# Houston County Agenda Request Form

**Date Submitted:** February 22, 2024      **Board Date:** February 27, 2024

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

**Issue:**

## Approval requested to trade the Case 325G compact track loaders for 2024

Unit # 4223, JD 325G can be traded in for \$10.00/hr with a 200 hr minimum. (\$2,000/yr minimum)  
This is the second year of the 3 year pricing schedule.

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

## Midwest Machinery Letter

**Justification:**

**Action Requested:**

**Approval to trade Case 325 compact track loader.**

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

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# MIDWEST MACHINERY CO

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

Dear Jordan,

I wanted to send a note to describe the annual roll proposal. This deal would apply to the purchase of a 325G. We would trade that unit out at 12 months from the purchase date (per Sourcewell program holding period) for \$10.00/hr with a 200hr minimum. (\$2,000/yr minimum). We would commit to this pricing for 3 years past the original purchase. Original purchase date is Aug. 2022.

Sincerely,

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



## JOHN DEERE

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

AITKIN 218-927-2140	ALEXANDRIA 320-763-4220	BAXTER 218-829-5356	BENSON 320-843-2610	CALEDONIA 507-923-7000	CANNON FALLS 507-263-4238	COLUMBUS 651-484-5776	ELBOW LAKE 218-685-4438	GLENCOE 320-864-5571	GLENWOOD 320-634-5151
GRAND MEADOW 507-754-1100	HASTINGS 651-437-7747	HOWARD LAKE 320-543-2170	LITTLE FALLS 320-632-5469	MADISON 320-598-7575	MORRIS 320-589-2011	NEWRICHMOND 715-760-9990	NORTHFIELD 507-645-4886	OSCEOLA 715-220-4256	PAYNESVILLE 320-243-7474
PLAINVIEW 507-534-3116	PRINCETON 763-389-3453	ROSEMOUNT 651-423-2274	ST. CHARLES 507-932-4030	SAUK CENTRE 320-352-6511	SAUK RAPIDS 320-252-2010	STEWART 320-582-2630	TURTLE LAKE 715-318-0425	WADENA 218-631-2311	WANAMINGO 507-824-2256

## Houston County Agenda Request Form

Date Submitted: February 6, 2024 Board Date: February 27, 2024

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Request Board approval to advertise for CP 2024-06 Sealcoat on CSAH 3 and CSAH 16 with the understanding that this amount may increase by approximately \$75,000 over the original budget amount.

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

**Justification:**

Request to advertise for seal coating and to use some of the additional allotment money to cover any overages.

**Action Requested:**

Approve authorization to advertise with the increased budget.

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

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## Houston County Agenda Request Form

Date Submitted: February 6, 2024 Board Date: February 27, 2024

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Request the Board to consider approving or rejecting the purchase of a forestry head attachment.  
The attached quote is from Sanco Equipment for \$23,660.00.

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

Attached Quote

**Justification:**

This item was removed from the final 2024 budget but we are requesting to add that back in. This would be an increase of \$23,660. Requesting approval to use the increase in state aid allotments to cover this.

**Action Requested:**

Discuss. Approve or reject forestry head attachment.

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

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Houston County Highway Equipment			
Unit #	Agenda Item	State Bid	Budget Over/Under
#6241	Forestry Head Attachment		
	Sanco Equipment	\$ 23,660.00	
Grand Total for #6241 \$ 23,660.00			
		Budget \$ -	
		Over Budget	\$ 23,660.00
This was removed from 2024 budget but requesting its inclusion using the increase in State Aid allotment funds.			

# GENERAL RETAIL PURCHASE AGREEMENT



**Sanco Equipment, LLC - 630 Schumann Drive NW Stewartville, MN 55976**  
**(507)285-0753**

<b>DATE:</b>	2/8/2024	<b>PO #:</b>	
<b>BUYER:</b>	Houston County Highway Dept	<b>PHONE:</b>	507 459 4191
<b>ADDRESS:</b>	1124 East Washington St	<b>CITY:</b>	Caledonia
<b>STATE:</b>	MN	<b>ZIP:</b>	55921
<b>CONTACT:</b>	Jordan Goedan	<b>E-MAIL:</b>	<a href="mailto:jordan.goeden@co.houston.mn.us">jordan.goeden@co.houston.mn.us</a>

Qty	N/U	MAKE	MODEL	DESCRIPTION	TAG NO.	SERIAL NO.	AMOUNT
1	New	Diamond	FBE036	36" Excavator Forestry Disc Mulcher			\$ 19,840.00
1	New	Diamond	45-5627	Universal Excavator Satev Glass			\$ 2,100.00
	Labor	Sanco Equipment		Drum tuning			\$ 320.00
	Labor	Sanco Equipment		Case Drain install			\$ 900.00
	Parts	Sanco Equipment		Hose and Fittings			\$ 500.00

**TRADE-IN'S BUYER CERTIFIES BELOW TRADE-IN'S TO BE FREE OF ENCUMBRANCES:**

YEAR	MAKE	MODEL	DESCRIPTION	HOURS	SERIAL NO.	TRADE-IN ALLOWANCE

<b>1. FREIGHT &amp; HANDLING</b>			
<b>2. TOTAL CASH DELIVERED PRICE</b>	\$	23,660.00	
<b>3. TRADE-IN ALLOWANCE</b>	\$	-	
<b>4. SUB-TOTAL BEFORE TAX</b>	\$	23,660.00	
<b>5. SALES TAX</b>	0.000%	\$	-
<b>6. DOCUMENTATION FEES</b>			
<b>7. DOWN PAYMENT</b>			
<b>8. TOTAL DUE AT DELIVERY</b>	\$	23,660.00	

## PAYMENTS COLLECTED

**TYPE:** Check  
**CHECK NUMBER:**  
**DELIVERY OPT:** CUSTOMER PICK UP

<b>CHECK ONE</b>		<b>SOLD USED AS-IS. No warranty of any kind has been given by the dealer or his agent.</b>
		<b>SOLD NEW WITH MANUFACTURER'S WARRANTY</b>

## SPECIAL AGREEMENTS:

ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT must be made in dealer's shop and buyer is responsible for hauling equipment for repair. No warranty is given by the dealer for tires, batteries, or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse or negligence. This warranty is not transferable. I hereby agree to the conditions of this order expressed in the foregoing, constituting a purchase order hereby grants to Dealer a security interest in all of the goods described herein, and all accessions and additional thereto and all proceeds thereof.

Notice to Buyer: Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract before you sign. You have the right to pay in advance the unpaid balance of the contract and obtain a partial refund of the finance charge based on.

**BUYER'S NAME:** \_\_\_\_\_

**BUYER'S SIGNATURE:** \_\_\_\_\_

**TODAY'S DATE:**

2/8/2024

**SALESMAN:** Trevor Wiles

**SECONDARY SALESMAN:**



## Houston County Agenda Request Form

Date Submitted: February 6, 2024 Board Date: February 27, 2024

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Request the Board to consider options for unit #4231 JD 333G track loader.

Option 1. Purchase an extended warranty agreement in the amount of \$ X.XX (To be provided.)

Option 2. Keep unit #4231 without purchasing warranty.

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

Midwest Machinery roll letter and extended warranty agreement.

**Justification:**

**Action Requested:**

Discuss. Approve or reject the options above.

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

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Your current 333G is under the base warranty that comes with all skidsteers. 2yr/2000 hr bumper to bumper. That expires on July 5, 2025. Also comes with emissions warranty until July 5, 2028 or 3000hrs. Also undercarriage warranty until July 5, 2026 or 4000hrs. You can buy extra warranty for it until the end of the base warranty I would guess for your 333g to sell between 70-80k on private sale or Big Iron Auctions etc

Sent from Yahoo Mail on Android

# Houston County Agenda Request Form

**Date Submitted:** February 6, 2024      **Board Date:** February 27, 2024

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

**Issue:**

Request Board approval to accept LBRP funds for SAP 028-620-016 bridge project and authorize signatures by resolution.

Total costs of project are \$203,130.26 with \$85,505.88 being covered by the Local Bridge Replacement Program (LBRP) and \$117,624.38 being paid with Regular Construction allotment funds.

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

**Justification:**

**Action Requested:**

Approve resolution authorizing signatures and sign the grant.

For County Use Only			
<b><u>Reviewed by:</u></b>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> County Auditor	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> County Attorney	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Zoning Administrator
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Finance Director	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> County Engineer	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Environmental Services
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> IS Director	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Other (indicate dept)	

**Recommendation:**

**Decision:**

All agenda request forms must be submitted to Allison Wagner at [BOC@co.houston.mn.us](mailto:BOC@co.houston.mn.us) by 12:00 p.m. on Thursday 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.

**LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)**  
**GRANT AGREEMENT**

**This Agreement** between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2023, Chapter 72- H.F. 669. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

Houston County Highway Department  
1124 East Washington Street  
Caledonia, MN 55921

Contact: Brian Pogodzinski

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SAP 028-620-016/ Old Bridge# 88431	\$ 85,505.88	\$ 117,624.38	December 31, 2027

3. Total Amount of LBRP Grant for all projects under this Agreement: \$ 85,505.88
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Schedule, Workforce Certificate, and Equal Pay Certificate
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any: None
6. Any modification of this Agreement must be in writing and signed by both parties.

*(The remaining portion of this page was intentionally left blank.)*

**PUBLIC ENTITY (GRANTEE)**

**DEPARTMENT OF TRANSPORTATION**  
*Approval and Certifying Encumbrance*

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

Title: Houston County Board Chair

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

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

State Aid Programs Manager

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

**Office of Contract Management**

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

Title: Houston County Interim Auditor/Treasurer

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

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

Contract Administrator

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



**EXHIBIT A**

**SOURCES AND USES OF FUNDS SCHEDULE**

<b>SOURCES OF FUNDS</b>		<b>USES OF FUNDS</b>	
<b>Entity Supplying Funds</b>	<b>Amount</b>	<b>Expenses</b>	<b>Amount</b>
<b>State Funds:</b>		<b>Items Paid for with LBRP</b>	
LBRP Grant	\$ 85,505.88	<b>Grant Funds:</b>	
SAAS Acct 377		12 x 9 Concrete Box	\$ 85,505.88
Other:			\$
	\$		\$
	\$		\$
	\$		\$
<b>Subtotal</b>	<b>\$ 85,505.88</b>	<b>Subtotal</b>	<b>\$ 85,505.88</b>
<b>Public Entity Funds:</b>		<b>Items paid for with Non-</b>	
Matching Funds		<b>LBRP Grant Funds:</b>	
State Aid Regular	\$ 117,624.38	<b>Bridge Construction</b>	<b>\$ 117,624.38</b>
Construction Allotment			\$
Other:			\$
	\$		\$
	\$		\$
	\$		
<b>Subtotal</b>	<b>\$ 117,624.38</b>	<b>Subtotal</b>	<b>\$ 117,624.38</b>
<b>TOTAL FUNDS</b>	<b>\$ 203,130.26</b>	<b>= TOTAL PROJECT COSTS</b>	<b>\$ 203,130.26</b>

**EXHIBIT B**

**PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE**

(Provide for enough time in the schedule to final the project through the MnDOT state aid pay request process.)

Award Date: February 6, 2024  
Construction Start Date: May 20, 2024  
Construction Substantial Complete Date: October 6, 2024  
Contract Final Completion Date: December 31, 2027

**EXHIBIT B**  
**INSERT APPARENT LOW BIDDER WORKFORCE CERTIFICATE BID FORM**

**WORKFORCE**  
**CERTIFICATE OF COMPLIANCE**

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **MINNOWACONSTRUCTION INC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **1/19/2022**

Certificate expiration date: **1/18/2026**

**Minnesota Department of Human Rights FOR THE**  
**DEPARTMENT BY:**

A handwritten signature in black ink, appearing to read 'RL', is written over a faint, circular official seal of the Minnesota Department of Human Rights.

**Rebecca Lucero, Commissioner**

**EXHIBIT B**  
**INSERT APPARENT LOW BIDDER EQUAL PAY CERTIFICATE BID FORM**

HOUSTON COUNTY, MINNESOTA

TO: BIDDERS ON THIS CONTRACT

To conform with:

1. Title VII of the Federal Civil Rights Acts of 1964 as amended by the Equal Employment Opportunity Act of 1972.
2. The Federal Age Discrimination in Employment Act of 1967.
3. The Minnesota Human Rights Act.

The County of Houston, Minnesota, is hereby notifying all subgrantees, contractors, and vendors with which it does business that it has adopted a policy that it will not discriminate in employment practices on the basis of race, sex, color, religion, national origin, marital status, and status with regard to public assistance; that it has agreed to take affirmative action to recruit minorities and women into its employment; and that it will transact business only with firms who have adopted similar non-discriminatory and Affirmative Action Policies.

PLEASE INFORM US OF THE FOLLOWING:

1. The number of employees in your firm 25.  
(If your firm has 39 or less employees every day in the last 12 months, it is not necessary to complete items 2, 3 and 4.)
2. Has your business filed the most recent yearly Annual Compliance Report, which is due each year of your company's 4-year certification period on the anniversary date of your company's Certificate of Compliance?  
Yes \_\_\_\_\_ No \_\_\_\_\_
3. Has your business adopted a written Affirmative Action Program?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
  
If yes, has your plan been subject to federal equal opportunity review?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 4a. Submit your Workforce Certificate of Compliance as issued by the Minnesota Department of Human Rights with your bid. More info can be found here:  
<https://mn.gov/mdhr/certificates/workforce-certificate/>
- 4b. Or, my company has applied for a Workforce Certificate of Compliance with the Department of Human Rights on \_\_\_\_\_ and is still pending. My business will submit the certificate to Houston County prior to contract execution.

  
Signature of Firm Representative

AN EQUAL OPPORTUNITY EMPLOYER

EEO Page 1

**EXHIBIT B**  
**INSERT APPARENT LOW BIDDER EQUAL PAY CERTIFICATE BID FORM**

TO THE  
COUNTY OF HOUSTON, MINNESOTA  
DEPARTMENT OF HIGHWAYS

"I hereby certify that I am either in compliance with Minn. Stat Section 363A.44 or am not subject to it, because my company (check one of the three below, as applicable):

☒

Had 39 or less full-time employees every day in the last 12 months and therefore is not subject to the above law.

☐

Has an Equal Pay Certificate issued by the Department of Human Rights. Your Equal Pay Certificate as issued by the Commissioner of Human Rights must be submitted with your bid. More info can be found here: <https://mn.gov/hdhr/certificates/equalpay/>

☐

Has applied for an Equal Pay Certificate with the Minnesota Department of Human Rights and the application is still pending. My business will submit the certificate to Redwood County prior to contract execution.

  
Signature of Bidder

POSITION Secretary/Treasurer

NAME OF COMPANY Minnowa Construction, Inc.

DATE 01-29-24

This form may be used to furnish proof of necessary compliance with Minnesota Statutes, Section 363, implementing the rules and regulations of the Minnesota Department of Human Rights. All questions should be referred to the Minnesota Department of Human Rights, Freeman Bldg., 625 Robert St. No., St. Paul, MN 55155, Telephone 651-539-1100 or 800-657-3704.

**EXHIBIT B**

INSERT APPARENT LOW BIDDER EQUAL PAY CERTIFICATE BID FORM



**EQUAL PAY**  
**CERTIFICATE OF COMPLIANCE**

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **MINNOWA CONSTRUCTION INC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **October 14, 2022**

Certificate expiration date: **October 13, 2026**

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**

A handwritten signature in black ink, appearing to read 'RL', representing the Commissioner of the Minnesota Department of Human Rights.

**Rebecca Lucero, Commissioner**

**AN EQUAL OPPORTUNITY EMPLOYER**

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100  
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • [mn.gov/mdhr](http://mn.gov/mdhr)



**EXHIBIT C**

**BOND FINANCED PROPERTY CERTIFICATION**

State of Minnesota  
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Houston, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated \_\_\_\_\_, 20\_\_\_\_; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: February 27, 2024

Houston County  
*[name of Public Entity grantee]*, a political  
subdivision of the State of Minnesota

By: \_\_\_\_\_  
Name: Eric Johnson  
Title: Houston County Board Chairman

By: \_\_\_\_\_  
Name: Polly Heberlein  
Title: Houston County Interim Auditor/Treasurer

**Attachment 1 to Exhibit C**

**GENERAL DESCRIPTION OF RESTRICTED PROPERTY**

(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)

Construction plans for Bridge No. (88431 Old) (28J70) new and approach grading.

Located on CSAH 20, 2.5 miles south of Jct with TH 44.

State Aid Project No. SAP 028-620-016

Gross Length	<u>150.00</u> feet	<u>0.028</u> miles
Bridge Length	<u>13.24</u> feet	<u>0.003</u> miles
Exceptions Length	<u>N/A</u> feet	<u>N/A</u> miles
Net Length	<u>150.00</u> feet	<u>0.028</u> miles

**EXHIBIT D**

**GRANT APPLICATION**

Attach the grant application for the project

**APPLICATION FOR BRIDGE FUNDS**State of Minnesota - Department of Transportation  
State Aid for Local Transportation

Identification	Project Number	SAP 028-620-016		Old Bridge Number	88431
	New Bridge No.	28J70		Over	Stream
	County of	Houston		Road or Street No.	CSAH 20
	Township of	Union		Road or Street Name	CSAH 20
	Municipality of	N/A		Proposed Const Year	2023/2024
	Does the municipality have a population of 5,000 or less? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Eligibility	Local Bridge Planning Index (LPI) <u>51</u>				
	NBI Appraisal Ratings: Deck Geometry _____ Approach Roadway <u>7</u> Waterway Adequacy <u>8</u>				
	Date of Council/Board action prioritizing this bridge <u>September 28, 2021</u>				
	Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Prioritization	How many people are affected by this deficiency? <u>162</u>		What is the ADT on this bridge? <u>162</u>		
	Describe the economic importance of replacing this bridge.				
	The existing structure can't be economically rehabilitated. The proposed work is the most economical option for maintaining access to the residents.				
	Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Attach additional sheets for explanation if necessary)				
	Is the township net tax capacity less than \$300,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Cost Estimate	Is the bridge listed on the National Register of Historic Places or been determined to be eligible? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	National Register of Historic Places link here: <a href="http://www.nps.gov/history/nr/research/">http://www.nps.gov/history/nr/research/</a>				
		Eligible Amount		Ineligible Amount	
	Structure Costs	\$ 270,000.00		\$	
	Approach Costs	\$ 25,000.00		\$ 10,000.00	
	Engineering Costs	\$ 30,000.00		\$ 10,000.00	
	Total Costs	\$ 325,000.00		\$ 20,000.00	
	Total Project Cost			\$ 345,000.00	
DSAE	County/City Engineer <u>[Signature]</u>		Date <u>4/27/2023</u>		
	DISTRICT STATE AID ENGINEER RECOMMENDATION				
Approval	Replace <u>X</u>	Defer _____		Fausto Cabral 2023.05.08 15:28:48 -05'00'	
	District State Aid Engineer Signature			Date	
	STATE AID USE ONLY		Federal-Aid	\$	
			State-Aid	\$	
			Local/Other	\$	
			Town Bridge	\$	
			Unallocated Town Bridge	\$	
			State Bridge Funds	\$	
		Total	\$		

**EXHIBIT E**

**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**

**EXHIBIT E**

**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**

**RESOLUTION 24-08**

**Local Bridge Replacement Program Grant Agreement  
Grant Terms and Conditions  
SAP 028-620-016**

February 27, 2024

WHEREAS, Houston County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridge No 28J70; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$85,505.88 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Houston County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers, the Houston County Board Chairman and the Interim Houston County Auditor/Treasurer are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

STATE OF MINNESOTA  
COUNTY OF HOUSTON

I, Polly Heberlein, Interim County Auditor/Treasurer, do certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated February 27, 2024.

WITNESS my hand and the seal of my office this 27<sup>th</sup> day of February 2024.

Signed by \_\_\_\_\_  
Interim Houston County Auditor-Treasurer



## **EXHIBIT F**

### **GENERAL TERMS AND CONDITIONS FOR LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS**

#### **Article I DEFINITIONS**

**Section 1.01 Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LBRP Grant” - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LBRP” - means the Local Bridge Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LBRP Grant” - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

“Public Entity” - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

## **Article II**

### **GRANT**

**Section 2.01 Grant of Monies.** MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

**Section 2.02 Public Ownership.** The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

**Section 2.03 Use of Grant Proceeds.** The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement. .

**Section 2.04 Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city

street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

**Section 2.05 Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

**Section 2.06 Public Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.
- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

**Section 2.07 Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

**Section 2.08 Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

**Section 2.09 Notification of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

**Section 2.10 Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

**Section 2.11 Termination of Agreement and Modification of LBRP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

**Section 2.12 Excess Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

**Article III**  
**COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695**  
**AND THE COMMISSIONER'S ORDER**

**Section 3.01 State Bond Financed Property.** The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

**Section 3.02 Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.
- B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.



- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

**Section 3.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

#### **Article IV DISBURSEMENT OF GRANT PROCEEDS**

**Section 4.01 The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is

expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

**Section 4.02 Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

**Section 4.03 Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

**Section 4.04 Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

**Section 4.05 Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

**Section 4.06 Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

## **Article V MISCELLANEOUS**

**Section 5.01 Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

**Section 5.02 Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the

condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

**Section 5.03 Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

**Section 5.04 Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

**Section 5.05 Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

**Section 5.06 Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the

provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

**Section 5.07 Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

**Section 5.08 Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation  
Office of State Aid  
395 John Ireland Blvd., MS 500  
Saint Paul, MN 55155  
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget  
400 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
Attention: Commissioner

**Section 5.09 Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

**Section 5.10 Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

**Section 5.11 Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

**Section 5.12 Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

**Section 5.13 Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

**Section 5.14 Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

**Section 5.15 Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

**Section 5.16 Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

**Section 5.17 Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

**Section 5.18 Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

**Section 5.19 Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.



**Section 5.20 Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

**Section 5.21 Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

**Section 5.22 Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

**Section 5.23 Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

**Section 5.24 E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

**Section 5.25 Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

**Section 5.26 Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). If federal funds are included in Exhibit A, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

**Section 5.27 Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

**Section 5.28 Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

**EXHIBIT E**  
**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**

**RESOLUTION 24-08**

**Local Bridge Replacement Program Grant Agreement**  
**Grant Terms and Conditions**  
**SAP 028-620-016**

February 27, 2024

WHEREAS, Houston County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridge No 28J70; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$85,505.88 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Houston County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers, the Houston County Board Chairman and the Interim Houston County Auditor/Treasurer are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

STATE OF MINNESOTA  
COUNTY OF HOUSTON

I, Polly Heberlein, Interim County Auditor/Treasurer, do certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated February 27, 2024.

WITNESS my hand and the seal of my office this 27<sup>th</sup> day of February 2024.

Signed by \_\_\_\_\_  
Interim Houston County Auditor-Treasurer

**RESOLUTION 24-08**

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Grant Terms and Conditions  
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Signed by \_\_\_\_\_  
Interim Houston County Auditor-Treasurer

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
February 27, 2024**

**Date Submitted: 02/22/2024**

**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 type="checkbox"/>
	<input checked="" type="checkbox"/>	Finance Director	<input type="checkbox"/>	Engineer	<input type="checkbox"/>
	<input type="checkbox"/>	IS Director	<input type="checkbox"/>	PHHS	<input type="checkbox"/>
	<input type="checkbox"/>	County Attorney	<input type="checkbox"/>	(indicate	<input type="checkbox"/>
	<input type="checkbox"/>	Environmental Svcs	<input type="checkbox"/>	other dept)	<input type="checkbox"/>
<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	Permit - Access or Entrance Policy of 2 loads of rock being furnished for new driveway and 1 load of rock for a revised or extended driveway by County is continued.	\$350 residential/field \$450 street/comercial/farm yard \$50 temporary access \$175 revised/extension or improvement to an entrance/driveway
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	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 \$115 Loader - Wheel Case 321F \$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	\$5
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 off rim \$8 per auto tire on rim \$10 per semi/large truck/implement tire off rim* \$20 per tractor tire off rim* \$65 per oversized tire off rim* *Not accepted on rim
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