

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: April 2, 2024

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

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

Others Present: Interim Auditor/Treasurer Polly Heberlein, Fillmore County Journal Reporter Charlene Selbee, The Caledonia Argus Associate Editor Rose Korabek, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Human Resources Director Theresa Arrick-Kruger, Public Health and Human Services Director John Pugleasa, Social Services Supervisor Bethany Moen, Sheriff Brian Swedberg, Emergency Management Director Mark Olson, and Surveyor Eric Schmitt

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

Chairperson Johnson said he wanted to move consent item six to an action item on the agenda. Motion was made by Commissioner Severson, seconded by Commissioner Burns, motion unanimously carried to approve the agenda with the change.

Motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to approve the meeting minutes from March 26, 2024.

Public Comment:

None.

APPOINTMENTS

The Commissioners reviewed Cash and Investments thru December 31, 2023. Interim Auditor/Treasurer Polly Heberlein said she would be giving regular updates for the Commissioners to review Cash and Investments. There would be a minimum of two updates per year taking place as of June 30th and at the end of the year.

CONSENT AGENDA

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

- 1) Approve Peddler License for Jalen Hunter who is contracted through Platinum Supplemental Insurance.
- 2) Change the employment status of Deputy Auditor/Treasurer, Amy Sylling, from probationary to regular, effective 04/09/2024.
- 3) Change the employment status of Eligibility Worker, Kristen Klug, from probationary to regular, effective 04/09/2024.
- 4) Hire Savannah Slafter as a 1.0 FTE probationary Social Worker-Children's Mental Health, C41, Step 1, effective May 28, 2024.
- 5) Hire Lauren Solum as a 1.0 FTE probationary Social Worker- Licensing, C41, Step 3, effective April 15, 2024.
- 6) This item was moved to action items.
- 7) Accept the resignation of Storm Davis, Sheriff's Deputy effective 04/11/2024.
- 8) Approve initiating a competitive search for a Sheriff's Deputy C42.

ACTION ITEMS

File No. 1 – Commissioner Severson moved, Commissioner Schuldt seconded, motion unanimously carried to approve funding for a Houston County resident currently on Felony probation to attend Winona County Treatment Court.

File No. 2 – Commissioner Myhre moved, Commissioner Burns seconded, motion unanimously carried to accept grant funding if awarded to finance the Certifying 60 Section Corners and Quarter Corners in Spring Grove, Wilmington, Black Hammer, and Caledonia Townships before March 31, 2026 and adopting Resolution No. 24-10.

File No. 3 – Commissioner Burns moved, Commissioner Myhre seconded, motion unanimously carried to approve Resolution No. 24-11 authorizing Mark Olson, Houston County Emergency Management Director to sign and execute a grant agreement and thereby assume for and on behalf of Houston County all of the contractual obligations contained therein.

File No. 4 – Commissioner Burns moved, Commissioner Myhre seconded, motion unanimously carried to approve an updated 2024 Board of Commissioner Meeting Schedule. With the new schedule workgroup sessions would be held the second Tuesday of the month. Regular meetings would be held the first, third, and fourth Tuesday of each month. The new schedule would ensure that payments could be approved at each board meeting.

File No. 5 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to approve payments. See payments below.

2024/04/02 COMMISSIONERS WARRANTS:

VENDOR NAME	AMOUNT
CRESCENT INVESTIGATIVE SERVICES	2,485.00
DELTA DENTAL	6,324.54
HOSKINS ELECTRIC	6,991.06
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	26,550.00
MEDICA	186,491.36
MN LIFE INSURANCE COMPANY	2,431.80
VERIZON WIRELESS	<u>3,394.82</u>
	234,668.58
24 VENDORS PAID LESS THAN \$2,000.00	<u>7,859.36</u>
	242,527.94
PUBLIC HEALTH & HUMAN SERVICES	<u>10,542.86</u>
	253,070.80

File No. 6 – Prior to any motions being made Commissioners discussed the possibility of assigning Rachel Meyer, currently Lead Jailer/Dispatcher, as the 1.0 FTE exempt status, Interim Jail Administrator, C43, Step 6 effective 04/07/2024 for a period not to exceed one year. Meyer would retain rights otherwise accrued during this interim assignment, including hours served towards step placement upon her return to a Lead Jailer/Dispatcher position. The Commissioners discussed the matter with Human Resources Director Kruger and Sheriff Swedberg. The County was required by statute to have a Jail Administrator. Commissioner Johnson asked if Meyer was aware the interim assignment would also be a change in her union, as administrators were in a different union than jailers. Kruger and Swedberg said they did not know if Meyer was aware of the change. Commissioner Schuldt asked who would be filling Meyer’s current position as lead Jailer/Dispatcher while she was working as Interim Jail Administrator. The Commissioners asked if the change would result in a staff shortage. They asked if it would require additional staff to be hired. Sheriff Swedberg said the plan was for Meyer to continue with her Jailer/Dispatcher duties in addition to being the Jail Administrator. Kruger said she was not aware of this. The Jail Administer could help fill in as Jailer/Dispatcher when emergency situations occurred, but their primary duty was to be the Jail Administrator. Sheriff Swedberg said he could instead seek help from a temporary and part time employee to help fill Jailer/Dispatcher duties so Meyer could focus on the Jail Administrator duties, and recommended the Commissioners approve the interim Jail Administrator assignment. Commissioner Severson moved to assign Rachel Meyer, currently Lead Jailer/Dispatcher, as the 1.0 FTE exempt status, Interim Jail Administrator, C43, Step 6 effective 04/07/2024 for a period not to exceed one year. Meyer would retain rights otherwise accrued during this interim assignment, including hours served towards step placement upon her return to a Lead Jailer/Dispatcher position. The motion failed for lack of a second. It was the general consensus of the Commissioners that they were in favor of Meyer becoming the Interim Jail Administrator if she wished, but wanted to make sure her Lead Jailer/Dispatcher duties would be covered by another or other employees during the interim assignment. The matter would be revisited at the next regular board meeting.

DISCUSSION ITEMS

Commissioners discussed recent and upcoming meetings including an Extension, Office of Cannabis Advisory Board, Hiawatha Valley Mental Health, EDA, and Community meeting with ABLE.

Commissioner Schuldt said he had heard feedback from the public regarding upcoming MnDOT projects in the County. He said the public wanted MnDOT to take more feedback from local people in the communities.

There being no further business at 10:34 a.m., a motion was made by Commissioner Severson, seconded by Commissioner Myhre, motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on April 9, 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: April 9, 2024

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present:

Interim Auditor/Treasurer Polly Heberlein, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Engineer Brian Pogodzinski, IT Director Andrew Milde, and Public Health and Human Services Director John Pugleasa

Board Workgroup Session

Engineer Pogodzinski said La Crescent had been awarded Local Road Improvement Funds (LRIP) for the project they had submitted. They were the only awardee in Houston County, however the State was looking at awarding additional projects in the next cycle. Pogodzinski said there was a possibility Caledonia's LRIP grant could also get awarded in the next round, as some applications already submitted would be looked at in that round.

Pogodzinski said he had met with the City of La Crescent to discuss the upcoming road project on South 3rd Street. Pogodzinski said the City disagreed with the County on lane configuration, and wanted to discuss the matter more with the board. The City of La Crescent had proposed a four to three-lane conversion with the addition of bike lanes. It was the general consensus of the County board that they had already made their decision. The general consensus of the board, MnDOT staff, and County Engineer was to leave the lane configuration as it currently existed.

Commissioner Burns and Johnson had met with some members of the Historical Society to discuss the future of the Historic Jail. The Houston County Historical Society would possibly consider taking over the building, and working to restore it to be used in some way if they could get the \$731,503.00 in insurance money the County had received years ago to use towards the property. Finance Director Lapham said Attorney Jandt needed to look into the matter to see if the County could give the insurance money to another entity, and if it was possible to allow the Historical Society the opportunity to own/lease the jail without offering it to others.

The Commissioners discussed the possibility of appointing an interim County administrator. Commissioner Johnson said the board could appoint an interim administrator by resolution. He recommended that the County appoint someone who was already working at the County with experience. He said the County should look at processes and who was doing what to

see where there were overlaps and gaps. Commissioner Burns said if someone was appointed from within he thought their position would need to be filled. He did not think the interim administrator (such as a department head) could do both their position and the administrator duties. No final decisions were made on the matter.

The Commissioners discussed the jail administrator vacancy with Sheriff Swedberg. The County was required by statute to have a jail administrator, however the position was currently vacant. Initially the plan was for a current jailer/dispatcher to be appointed interim administrator, but there was an issue with who would fill the jailer/dispatcher duties. The Sheriff had asked temporary and part time staff if they would be willing to take on additional jailer/dispatcher duties in the interim, but they were unable or unwilling to do so. The Commissioners discussed advertising for another jailer/dispatcher. The personal committee would need to meet again on the matter.

Commissioner Myhre said the County should look at alternative insurance options to look for savings for the County.

The Commissioners discussed the possibility of changing the current quarter, quarter rule to two per quarter in some areas.

The meeting ended at 11:15 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Polly Heberlein, Interim Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
(Next Board Meeting)**

Date Submitted: 3/8/2024

By: Jennifer Burrichter

Action item:

Please see the attached sheet for donations to the Extension Tesmer Farm Safety Day for a total of \$2075.00. The County Board must accept this by motion

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

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: April 9, 2024 for April 16, 2024

Person requesting appointment with County Board: Danielle DeVito, MDA

Issue:

MDA is requesting a letter of support to provide to the contractor, AI's Aerial Spraying, that will be completing treatment of spongy moth in Houston County.

Attachments/Documentation for the Board's Review:

Letter

Justification:

Danielle DeVito, with MDA, presented information at the February 27th Board meeting.

Action Requested:

Approve sending a letter of support.

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

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



HOUSTON COUNTY AUDITOR/TREASURER

304 South Marshall Street
Caledonia, Minnesota 55921
Phone: (507)-725-5815

April 16, 2024

Al's Aerial Spraying
c/o Mike Schiffer
3473 Shepardsville Road
Ovid, MI 48866

Dear Mr Schiffer,

This letter is to provide written documentation of Houston County Board of Commissioners awareness and support for aerial application by Al's Aerial Spraying, for the Minnesota Department of Agriculture Cooperative Spongy Moth Program treatment projects occurring in 2024. Al's Aerial Spraying has been contracted by the USDA-Forest Service for the aerial applications of mating disruption to reduce colonies of the spongy moth, *Lymantria dispar*, an invasive species.

We understand Spongy Moth Slow-the-Spread mating disruption treatment project will occur at three sites in Houston County. Approximately 11,260 acres are scheduled for aerial treatment in June of this year.

Al's Aerial Spraying will carry out this project in cooperation with, and under the authority of the Minnesota Department of Agriculture, the USDA-Forest Service, and the Spongy Moth Slow-the-Spread Foundation, Inc.

The Houston County Board of Commissioners agree that proper and sufficient public notification of the treatment project has occurred and that the aerial operations are needed and wanted with the intent to slow the spread of spongy moth in our area.

Sincerely,

Eric Johnson
Chairman, Houston County Board of Commissioners

cc: Danielle DeVito, MDA

Houston County Agenda Request Form

Date Submitted: 4/11/2024

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:

Accept grant from Delta Dental in the amount of \$15,000.00 to support an additional day of mobile dental access per month.

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

Accept Grant award as presented. Authorize DocuSign signature on grant agreement.

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

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



Delta Dental of Minnesota

Grant Agreement

This Grant Agreement ("Agreement") is made and entered into by and between Houston County Public Health & Human Services ("Grantee") and Delta Dental of Minnesota ("DDMN"), to be effective on the date fully executed by both parties ("Effective Date"). DDMN is a Minnesota nonprofit corporation described in Section 501(c)(4) of the Internal Revenue Code of 1986, as amended ("Code").

1. **Grant Description.** DDMN will provide a grant to Grantee in the amount of \$15,000 ("Grant Funds") for "Mobile Dental Services", exclusively for the charitable purpose described in Exhibit A, attached hereto and incorporated herein (the "Project"). The provision of Grant Funds for the Project is collectively referred to herein as the "Grant." This Agreement, including Exhibit A, sets forth Grantee's obligations with respect to the Grant. Any changes to the Project will require DDMN's prior written approval and an amendment to this Agreement before Grant Funds can be used for any Project changes. All other amendments shall be governed by Section 15 of this Agreement.
2. **Grant Period.** The period over which the Grant Funds must be used shall run from April 1, 2024 to December 31, 2024 ("Grant Period"). This Agreement shall terminate at the end of the Grant Period (other than provisions that explicitly survive termination); provided, however, the parties may mutually agree, in writing, to extend the Grant Period in accordance with Section 15.
3. **Payment of Grant Funds.** DDMN will provide the Grant Funds to Grantee within thirty (30) days of the first day of the Grant Period ("Start Date"). Notwithstanding this provision, DDMN reserves the right to terminate the Grant, or withhold or modify payment of the Grant Funds in its sole discretion.
4. **Expenditure of Grant Funds.** Grantee may only spend the Grant Funds, and any income thereon, for the Project. The Grant Funds are not earmarked for transmittal to any other entity or person, even if Grantee's proposal or other correspondence expresses expenditure intentions. Rather, Grantee accepts and will discharge full control of the Grant Funds, their disposition, and Grantee's responsibility for complying with this Agreement's terms and conditions.
 - a. *Prohibited Uses.* Grantee may not expend any portion of the Grant Funds (or income thereon) for any activity for any purpose other than a charitable contribution as specified in Section 170(c)(2)(B) of the Code.
 - b. *Expenses.* Grantee may not incur expenses charged against this Grant prior to the date at which the Grant Period begins or subsequent to its termination date, and may be incurred only as necessary to carry out the Project.
5. **Books and Records.** Grantee shall maintain complete records of receipts and expenditures and shall account separately for Grant Funds received from DDMN, and income thereon, pursuant to Generally Accepted Accounting Principles. DDMN may have reasonable access to the Grantee's files and records for the purpose of making such audits, verifications, and investigations as it deems necessary concerning the Grant.

6. **Reversion of Grant Funds.** Grantee agrees to repay Grant Funds under the following conditions and time periods:
- a. Immediately in the event of Grantee's dissolution, any unspent portion of the Grant Funds as required under Minnesota law.
 - b. Immediately in the event Grantee ceases to qualify as a governmental entity, all Grant Funds received on or after the date Grantee ceases to qualify as a governmental entity and any unspent portion of the Grant Funds.
 - c. Immediately in the event the Grantee uses the Grant Funds for any unlawful purpose.
 - d. Immediately upon written request by DDMN, in the event DDMN determines in its sole discretion that the reputational risk associated with Grantee spending the Grant Funds is detrimental to DDMN and/or its affiliates.
 - e. Within thirty (30) days of written request by DDMN, in the event any spent portion of the Grant Funds are used for any purpose other than for the Project.
 - f. Within thirty (30) days of written request by DDMN, in the event any portion of the Grant Funds are unspent during the Grant Period, unless DDMN agrees in writing to Grantee's written request to carry over the Grant Funds for an extended Grant Period under this Agreement.
7. **Project Reports.** Grantee agrees to submit full and complete reports in a manner directed by DDMN. Reports must describe the manner in which the Grant Funds, and any income thereon, are used, and the progress made in accomplishing the purpose for which the Grant is made according to the following schedule:

Grantee Reports	
Report Scope	Due Date
Final	January 31, 2025

8. **Third Party Communications.** (a) Grantee shall acknowledge DDMN (by the legal name "Delta Dental of Minnesota" and nonexclusively use the trademarks and/or logos DDMN provides to Grantee ("DDMN IP")) as a funder of the Project in public announcements regarding the Project and program/marketing materials related to the Project; provided, however, Grantee shall obtain prior written approval from DDMN before publication or dissemination of such materials. Grantee will submit such materials to DDMN at least seven (7) business days prior to publication or dissemination. For the avoidance of doubt, nothing in this Agreement transfers ownership of any DDMN IP to Grantee. Grantee shall send to DDMN one copy of all final communications that acknowledge DDMN.
- (b) Grantee hereby grants to DDMN the nonexclusive use of Grantee's name, trademarks, and/or logos ("Grantee IP") for public announcements and other disclosures regarding the Grant and Project. For the avoidance of doubt, nothing in this Agreement transfers ownership of any Grantee IP to DDMN.
9. **Copyrights and Patents.** Reports, books, articles, software, videos, or other material resulting from this Grant may be copyrighted by the Grantee or by the author, in accordance with the policies of Grantee, toward the goal of obtaining the widest dissemination of such materials. Grantee will share copies of materials promoting the Project (such as but not limited to publications or videos) with DDMN at least seven business days before they are disseminated publicly and Grantee agrees to consider in good faith any feedback provided by DDMN. Grantee agrees to grant

DDMN a nonexclusive license to use Grantee's publications developed or provided in connection with the Grant for use with all activities relating to the Grant including, but not limited to, required reports, advertising, promotional activities, press releases, and educational material. If the Project may involve the creation of one or more patents, Grantee must notify DDMN before any patent application is filed with any patent office and if applicable, engage in good-faith discussions with DDMN concerning co-ownership of the patent(s).

10. **Reporting Changes.** Grantee will promptly notify DDMN of any change in Grantee's leadership and/or Project manager. The Grantee will report any changes in contact information, address, email, telephone and fax numbers.
11. **Grantee Tax Status.** The Grantee hereby certifies that it is a governmental entity as defined under Section 170(c)(1) of the Code, which includes a State, a possession of the United States, or any political subdivision of the foregoing, or the United States or the District of Columbia. In cases where Grantee's governmental connection may not be obvious, Grantee shall provide the Foundation with adequate documentation verifying Grantee's status as a governmental entity.
12. **Affirmation of Non-Discrimination.** Grantee hereby affirms that Grantee does not, and the Grant Funds provided hereunder shall not be used to, advocate, support, or practice activities inconsistent with DDMN's non-discrimination practices, which prohibit offensive or inappropriate remarks or conduct based on age, ancestry, childbirth and related conditions, citizenship, color, creed, criminal record, disability (a mental or physical impairment which substantially limits a major life activity), ethnicity, familial status, gender expression, gender identity (including gender nonconformity and status as a transgender individual), genetics, local human rights commission activity, marital status, medical condition, military service (past, current or prospective), national origin, outside lawful products (e.g., tobacco, alcohol, cannabis), pregnancy, public assistance, race (includes hair texture, hair type, or a protective hairstyle commonly or historically associated with race such as braids, locs, and twists), religion, sex, sexual orientation, or any other characteristic protected under applicable federal, state, or local law. Grantee shall provide documentation or other proof of such compliance to DDMN upon DDMN's request.
13. **Governing Law.** This Agreement shall be governed by the laws of the State of Minnesota without regard to the conflict of law principles thereof.
14. **Assignment.** Neither this Agreement nor any of the rights, benefits, duties or obligations provided herein may be assigned by Grantee without the prior written consent of DDMN.
15. **Amendments.** This Agreement may be supplemented, amended, modified, or extended only by the mutual written agreement of the parties.
16. **Notices.** (a) A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows: (1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system; (2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it; or (3) if it is delivered by email, when the intended recipient acknowledges having received that message, except that a read receipt or an automatic reply will not constitute acknowledgment of a message (b) For notice under this Agreement to be valid, it must be addressed using the information below for that party or any other information stated by that party in a notice in accordance with this section.

To DDMN: Delta Dental of Minnesota
 Attn: General Counsel
 500 Washington Avenue South, Suite 2060

Minneapolis, MN 55415
legal@deltadentalmn.org
Cc: community@deltadentalmn.org

To Grantee: Houston County Public Health & Human Services
Attn: John Pugleasa, Director of Public Health & Human Services
304 South Marshall, Room 104 Caledonia, MN 55921
John.Pugleasa@co.houston.mn.us
Cc: Eric.Johnson@co.houston.mn.us

- 17. Waiver.** The failure of either party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right.
- 18. Severability.** If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will nonetheless be enforceable. If such court determines that any provision of this Agreement is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.
- 19. Survival of Terms.** The obligations of this Agreement that, by their nature, extend beyond the expiration or termination of the Agreement (including but not limited to sections 5, 6, 8, and 13) shall survive the expiration or termination of the Agreement.
- 20. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed one and the same instrument.

Grantee: Houston County Public Health & Human Services

Delta Dental of Minnesota

By (signature): _____

By (signature): _____

Name: John Pugleasa

Name: Stephanie A. Albert

Title: Director of Public Health & Human Services

Title: EVP & Chief Legal Officer, President, Foundation & Community Giving

Date authorized: _____

Date authorized: _____

By (signature): _____

Name: Eric Johnson

Title: Board Chair, Houston County

Date authorized:

EXHIBIT A

Proposed Grant Funded Project Purpose, Activities, and Outcomes

Project Name	Mobile Dental Services
Project Purpose	The grant to Houston County Public Health & Human Services will fund non-reimbursable contracted services (e.g., lodging, transportation, uninsured dental services, etc.) to help support providing access to regular mobile dental care in the area.
Proposed Activities	Proposed, Estimated Outcomes (during Grant Period)
<ul style="list-style-type: none">• A Memorandum of Understanding (MOU) between Grantee and a mobile dental services provider will be established to provide mobile dental services in Houston County.• Mobile dental services will be provided according to the terms of the MOU.	<ul style="list-style-type: none">• An additional mobile dental visit per month, which would enable a total of two mobile visits each month from April through December 2024.• An estimated doubling of additional children and adults will receive dental services described in the MOU, as a result of the Mobile Dental Services project.

Key terms:

- **Purpose:** States the aim of the project; the condition that will exist when the project has been successfully completed.
- **Activities:** The work products or services that are directly produced or achieved after a project activity is completed.
- **Outcomes:** The measurable changes that are projected to occur from the set of activities and outputs.

**HOUSTON COUNTY
AGENDA REQUEST FORM
April 16, 2024**

Date Submitted: April 11, 2024

By: Tess Kruger, HRD/Facilities Mgr.

ACTION

NONE

APPOINTMENT REQUEST

NONE

HR CONSENT AGENDA REQUEST

Auditor/Treasurer

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

Sheriff's Office

- **Assign Rachel Meyer, currently Lead Jailer/Dispatcher, as the 1.0 FTE exempt status, Interim Jail Administrator, C43, Step 6 effective retroactively to 04/07/2024 for a period not to exceed one year. Meyer retains rights otherwise accrued during this interim assignment, including hours served towards step placement upon her return to a Lead Jailer/Dispatcher position.**
- **Initiate a competitive search for 1.0 FTE Jailer/Dispatcher**

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

2023 County Feedlot Officer (CFO) Annual Report

(Data for the Period: January 1, 2023 - December 31, 2023)

Revised: 11/21/23

County: Houston

Phone: 507-725-5800

Contact Person: Amelia Meiners

E-Mail Address: amelia.meiners@co.houston.mn.us

Signature: _____

(Signature of County Board Commissioner)

(Date)

All data must be entered in accordance with the Annual CFO Report Guidance Document.

Except where identified, this report only addresses non-CAFO/NPDES/SDS sites required by 7020 to be registered.

STAFFING LEVEL						
1	FTEs - (Full Time Equivalents) supplied by the CFO(s):	0.7				
2	FTEs supplied by other county staff, including administrative and support staff assigned to the feedlot program:	0.45				
3	FTEs supplied through contract with other local government units:	0				
4	Total Number of FTE positions that supported county program:	1.15				
REGISTRATION (Report your current numbers - base grant numbers are displayed for reference)		Base	Current			
5	Feedlots in shoreland with 10 - 49 AU:	29	30			
6	Feedlots with 50 - 299 AU:	229	240			
7	Non-CAFO/NPDES/SDS ≥ 300 AU:	34	34			
8	CAFOs without NPDES or SDS permits 300-999 AU ("Gap Sites")	0	0			
9	Feedlots with NPDES or SDS permits:	2	2			
10	Total - Feedlots required to be registered:	294	306			
11	Total - Feedlots Eligible for Funding (FROM AGENCY BASE GRANT AWARD NUMBER)			295		
Feedlot Sites Inspected		Minimum number of FEEDLOT SITES required to register that must be inspected (7%): 21				
12	Number of FEEDLOT SITES that received a compliance, construction, desktop N&P, or in-field land app inspection (count in-field land app inspections as 1/2 of an inspection)	24				
INSPECTION REPORTING						
Types of Inspections (at sites required to be registered)		10 - 49 AU (in shoreland)	50 - 299 AU (except where noted)	300 or more AU (Non-CAFO/NPDES/SDS)		
Only count first instance of each type of inspection per feedlot						
13	Compliance inspections	2	15	5		
	13.1) How many included the optional P review			0		
14	Construction inspections	0	0	1		
	14.1) How many received a 2nd construction inspection	0	0	1		
15	Desktop N&P records inspection (P review as part of a compliance inspection should be reported in 13.1)		0	100+ AU & in DWSMA	0	
16	In-field land application inspection	0	0	0		
17	Complaint initiated inspections (any non-CAFO/NPDES/SDS)	0	0	1		
18	Routine or follow-up stockpile only inspection	0	0	0		
Other Inspection Related Info						
19	CAFO/NPDES/SDS sites inspected at the MPCA's request	0				
20	Number of feedlots inspected within shoreland or a DWSMA.	3				
21	Number of feedlots inspected within the County's priority areas as designated in the work plan.	22				
22	Number of sites inspected found to be non-compliant with water quality discharge standards.	3				
23	Number of sites inspected with 100+ AU found to be non-compliant with N and/or P requirements.	10				
INSPECTION Performance Credits (Summarized from entries above)		Total	Not PC eligible	PC eligible	PC	PC Total
NOTE: Inspections assumed to satisfy the 7% minimum are not PC eligible						
24	Compliance inspections min. # of compliance inspections: 11	22	21	1	1.5	1.5
25	Construction inspections	1	0	1	1	1
26	Desktop N&P records inspections	0	0	0	1.5	0
27	In-field land application inspections	0	0	0	0.5	0
28	Compliance inspections that include optional P review			0	0.5	0
29	Number of facilities that received 2 or more construction inspections.			1	0.5	0.5
30	CAFO/NPDES/SDS sites inspected at the MPCA's request			0	0.5	0
31	Complaint initiated inspections (any non-CAFO/NPDES/SDS) (only count 1 per feedlot):			1	0.5	0.5
32	Routine or follow-up stockpile only inspection. (only count 1 per feedlot)			0	0.25	0

Additional Performance Credit Calculations and Supplemental Information

Describe below the progress made in meeting your program year work plan inspection goals. You must provide quantitative results for each compliance inspection and land application goal listed in your work plan.

The following were identified as inspection strategies for 2023: conduct inspections at existing sites that have submitted permit applications proposing construction or expansion (goal 2, actual 3); sites with an interim or CSF permit with more than 300 AU and sites that received feedlot cost-share (goal 6, actual 2); sites required to be registered that have never been inspected, including those with open lot areas without runoff controls and 1W1P (goal 6, actual 8); sites within the Root River and WinLac 1W1P and other priority watersheds (goal 7, actual 22); and sites that have not been maintaining adequate land application records (goal 1, actual 2).

PERMITTING		Number	PC	PC Total
33	30-day construction or expansion notifications received:	1	---	---
34	Interim Permits Issued or Modified:	1	2	2
35	Construction Short-Form Permits Issued or Modified at Sites \geq 300 AU:	0	1	0
36	Public meetings held for construction or expansion to \geq 500 AU:	0	---	---
ENVIRONMENTAL REVIEW (EAW)		Number	PC	PC Total
37	EAW petitions received:	0	---	---
38	EAWs prepared by county:	0	4	0
EMERGENCY RESPONSE		Number	PC	PC Total
39	Events where emergency response was conducted: (on-site visit)	1	2	2
ENFORCEMENT ACTIONS		Number	PC	PC Total
40	Letters of Warning (LOW) issued:	0	---	---
41	Notices of Violation (NOV) issued:	0	---	---
42	Court actions commenced:	0	---	---
FEEDLOT SITE SCHEDULED COMPLIANCE (Achieved in current reporting year)		Number	PC	PC Total
43	Feedlots where a partial environmental upgrade was achieved:	1	---	---
44	Feedlots where a complete environmental upgrade was achieved:	2	6	12
LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)		Number	PC	PC Total
45	Feedlots 100+ AU where N records requirements were returned to compliance:	0	---	---
46	Feedlots 300+ AU (or 100+ DWSMA) where N&P requirements were returned to compliance:	0	---	---
47	Feedlots 100+ AU where in-field inspection non-compliance was resolved:	0	---	---

OWNER ASSISTANCE AND OUTREACH		Number	PC	PC Total
48	Sites visited to provide assistance	1	---	---
49	Workshops/trainings hosted/sponsored by the CFO:	0	2	0
	49.1) Total number of feedlot owners attending these events		---	---
50	CFO presentations at informational or producer group events: (per event)	0	1	0
51	Number of mailings to feedlot owners:	0	---	---
52	Feedlot articles placed in newspapers and/or social media:	0	---	---
Describe your workshops, trainings, newsletters, mailings, articles, or other assistance and outreach activities.				
Date	Description			
CFO TRAINING AND MENTORING		Number	PC	PC Total
53	CFO - training CEUs: (Enter total training hours earned - list events below)	43	---	---
54	Hours mentoring New CFOs in another county (describe on a separate sheet):	0	0.25	0
List the training events attended.				
Date	Description		Hours	
1/18/2023	Webex		1.5	
2/1/2023	Advanced Nitrogen Smart.- Manure Mgmt		3	
15-Feb	Webex		1.25	
15-Mar	Webex		1.5	
1-Mar	MACFO		15	
4/19/2023	Webex		1	
4/27/2023	Nutrient Management Training		5	
5/17/2023	Webex		1.5	
5/30/2023	Spring regional meeting		4	
7/19/2023	WEbex		1.25	
9/20/2023	Webex		1.5	
10/3/2023	Fall regional meeting		4	
11/21/2023	Webex		1.5	
12/20/2023	Webex		1	
OTHER PROGRAM ACTIVITIES		Number	PC	PC Total
55	Feedlots where a MinnFARM was conducted (list sites below):	0	1	0
56	Notifications received claiming air quality exemptions:	2	---	---
57	Meetings with other local government and producer groups:	0	---	---
58	Feedlot ordinance revisions likely, in progress, or completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
MinnFARM completed by CFO		Describe other county program activities not identified elsewhere.		
registration no.	Site Name	Winona County contracted inspection, owner assistance and emergency response feedlot work from Houston County for approximately three months in 2023.		
TEMPO DATA ENTRY - completed by MPCA staff via TEMPO review		Max Eligible PC	PC Earned	
59	Reviewed registration files have ALL documentation uploaded to TEMPO. (if applicable)	2	2	
60	All four inspection files have ALL documentation uploaded to TEMPO	2	2	
61	Both permit files have ALL documentation uploaded to TEMPO	4	4	
62	90% of inspection data entered within 60 days of inspection	2	2	
TOTAL PERFORMANCE CREDITS				29.50

CY2023 MPCA County Feedlot Financial Report			
The county may show all county expenditures beyond the required match.			
		Revised 10/9/23	
County	Houston		
County Feedlot Officer	Amelia Meiners	507-725-5800	
	NAME	PHONE	
	Budgeted	Spent	Balance Remaining
2022 Funds Leftover	\$ 24,798.00	\$ 24,798.00	0
2023 Grant Award Amount	\$ 35,848.00	\$ 35,848.00	0
2023 Required Match Amount	\$ 24,860.00	\$ 26,470.00	-1610
TOTAL	\$ 85,506.00	\$ 87,116.00	-1610
PC NUMBER earned (per MPCA) in 2023 for 2022 work	11		
PC DOLLAR amount rec'd in 2023 for 2022 work	\$ 2,200.00		
Activity	Spent		
Complaint Response	\$ 3,363.00		
Inspections & Compliance	\$ 16,284.00		
Owner Assistance	\$ 123.00		
Permitting	\$ 8,017.00		
Registration/Inventories	\$ 1,430.00		
Training/Conferences	\$ 5,994.00		
Administration	\$ 51,905.00		
Other (explain)			
Choose either "overhead lump sum" or "overhead broken down" below. If Overhead is figured into CFO's salary which is in turn figured into program activity costs above, state that here -> and do not enter Overhead costs.	Overhead is figured into salary following BWSR guidance.		
Overhead Lump Sum (If you do not break down overhead expenses but track them in a lump some or in addition to salary, enter that amount.)	Spent		
Overhead Broken Down (If you break down overhead expenses please enter amount spent for each.)	Spent		
Office (lease, utilities, furniture, insurance, etc.)			
Vehicle (lease, fuel, mtnc., etc.)			
Supplies (computer, internet, phone, copier, fax, paper, postage, etc.)			
Other (explain)			
Reasearch fees			
TOTAL	\$87,116.00		
Employee Name	FTE	Grant Salary Expense (includes insurance/benefits)	
Amelia Meiners - Env. Services Spec Sr	0.7	\$ 86,428.16	
Amy Sylling/Vacant - Tech Clerk	0.2	\$ 18,021.12	
Martin Herrick, ES Director	0.15	\$ 24,463.92	
Vacant - Env. Services Specialist	0.1	-	
TOTAL	1.15	\$ 128,913.20	
FTE = Full Time Equivalent; the percentage of employee's time dedicated to the feedlot program in 2024.			



Rochester Office | 7381 Airport View Drive SW | Rochester, MN 55902 | 507-285-7343
800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

April 11, 2024

Amelia Meiners
Houston County Environmental Services
304 S. Marshall St., Room 209
Caledonia, MN 55921

RE: 2023
Houston County
Feedlot Program Year-End Review

Dear Amelia Meiners:

On April 10, 2024, the Minnesota Pollution Control Agency (MPCA) completed a year-end review of the Steele County Administrative Center (County) delegated feedlot program for the period January 1, 2023, through December 31, 2023. Based upon the review, the MPCA has determined that the County satisfactorily met 18 out of an applicable 18 or 100 percent of non-inspection minimum program requirements (MPRs). The County also satisfactorily conducted 24 inspections of the 295 feedlots required to be registered for an inspection rate of 8.14 percent.

In addition, the MPCA has reviewed the County's 2022-2023 Delegation Agreement and Work Plan by comparing it to the work the county has done. No modifications to the Delegation Agreement Work Plan have been proposed at this time. No modifications to the Delegation Agreement Work Plan have been proposed at this time

Please submit to me for MPCA approval a revised Delegation Agreement Work Plan.]

The MPCA commends the County for its work in 2023. If you have any questions regarding the review, please do not hesitate to contact me at 507.424.9132 or peter.kuisle@state.mn.us.

Sincerely,

Peter Kuisle

This document has been electronically signed.

Peter Kuisle
Environmental Specialist
Watershed Division

PK:cac

Attachment: 2023 Year-End Review Worksheet

Houston County Agenda Request Form

Date Submitted: April 2, 2024 Board Date: April 16, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The Highway department solicited quotes for its annual liquid chloride used in dust control on our gravel roadways. Approximately 23,535 gallons (42%) are for the County and 32,262 (58%) are for Townships and Cities.

Attachments/Documentation for the Board's Review:

Summary of Quotes for Liquid Chloride is attached.

Reminder: Unit prices are not public until after the award

Justification:

This is a budgeted maintenance item.

Action Requested:

Accept the low quote from Bluff Country Brine based on bids received March 25, 2024.

For County Use Only			
<u>Reviewed by:</u>	<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>
<u>Recommendation:</u>			
<u>Decision:</u>			

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

Houston County Agenda Request Form

Date Submitted: April 2, 2024 Board Date: April 16, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Additional State Aid Maintenance revenue was received in 2024 than originally budgeted and previous discussion during board meetings indicate a desire to use some of this money for aggregate surfacing on roadways.

Attachments/Documentation for the Board's Review:

Budget vs Actual funding spreadsheet

Maintenance Rock history spreadsheet

Justification:

Action Requested:

Direction from the board on what should be done with additional maintenance funds.

For County Use Only			
<u>Reviewed by:</u>	<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>
<u>Recommendation:</u>			
<u>Decision:</u>			

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

Highway Budget Adjustments April 16, 2024

	2024	2024	2024
	Budget Approved	YTD including bid amts	Actual
REVENUES			
NET REGULAR MAINTENANCE	1,797,779.52	2,054,906.00	257,126.48
MUNICIPAL MAINTENANCE	154,267.86	126,845.86	
		Using 2023 actual	
TOTAL INCREASE	1,952,047.38	2,181,751.86	229,704.48
			The actual total 2024 municipal allotment is \$167,785.00 but we are limiting it to the 2023 actual expenses.

EXPENDITURES			
COUNTY PROJECTS	1,000,000.00	984,284.45	15,715.55
			\$75,000.00 additional approved but not used for seal coat.
ROAD SUPPLIES	800,000.00	795,727.00	4,273.00
EQUIPMENT OVERAGES	793,213.00	839,849.00	(46,636.00)
FORESTRY ATTACHMENT	-	23,660.00	(23,660.00)
	2,593,213.00	2,643,520.45	(50,307.45)

UNALLOCATED ALLOTMENT BALANCE	179,397.03
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MAINTENANCE ROCK
HOUSTON COUNTY, MINNESOTA

Road #	Average Number Vehicles per Day	Road Mileage	Tons/Mile Since 2013
--------	------------------------------------	--------------	----------------------------

C.S.A.H. 5A (Beg gravel to CSAH 31)	45 to 132	7.42	1,987.73
C.S.A.H. 5B (CSAH 31 to Iowa Line)	66	5.78	2,247.10
C.S.A.H. 8A (CSAH 33 to TH 44)	33	1.90	1,947.20
C.S.A.H. 11	57	3.50	2,657.31
C.S.A.H. 12	46	5.10	1,822.48
C.S.A.H. 19	94	4.00	2,968.55
C.S.A.H. 20	162 (Higher near Hokah)	6.70	2,206.37
C.S.A.H. 22	200 (Lower on gravel portion)	5.10	2,145.27
C.S.A.H. 23	41 to 81	4.00	1,940.90
C.S.A.H. 24	151 (OttaSeal)	3.70	1,786.30
C.S.A.H. 28	92	3.80	2,706.47
C.S.A.H. 31	13	2.80	1,363.53
C.S.A.H. 32	69 to 205	2.80	1,338.24
C.R. 249	182 (Lower to East)	5.10	2,657.36
			-

Houston County Agenda Request Form

Date Submitted: April 2, 2024 Board Date: April 16, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

MnDOT needs additional feedback from the County on LED lighting, crosswalk, and right-of-way turnback at the CSAH 6/TH 16 interesection in La Crescent - and - intersection lighting at the intersections of CSAH 7/TH 16 and CSAH 21/TH 16.

Attachments/Documentation for the Board's Review:

Emails with MnDOT

Justification:

MnDOT requires additional information from the County in order to complete their construction documents for these two projects.

Action Requested:

Direction from the board on county participation in future improvements to be done in conjunction with MnDOT projects.

For County Use Only			
Reviewed by:	<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>
<u>Recommendation:</u>			
<u>Decision:</u>			

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

Houston County Agenda Request Form

Date Submitted: April 2, 2024 **Board Date:** April 16, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

This is a work order under the MnDot Partnership agreement for the MN 26/CSAH 3 project that was approved on March 14, 2023. MnDot is requesting a time extension to review the concerns and issues with the current design options.

Attachments/Documentation for the Board's Review:

Work Order 1 of MnDot's Partnership Agreement is attached for review.

Justification:

Action Requested:

Review and approve work order 1.

For County Use Only			
Reviewed by:	<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>
<u>Recommendation:</u>			
<u>Decision:</u>			

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

AMENDMENT NUMBER 1 TO MnDOT CONTRACT NUMBER: 1050106W01

Contract Start Date: April 27, 2023	Original Contract Amount:	\$59,000.00
Original Contract Expiration Date: December 31, 2023	Previous Amendment(s) Total:	\$0.00
Current Contract Expiration Date: December 31, 2023	Current Amendment Amount:	\$0.00
New Contract Expiration Date: December 31, 2025	Total Amended Contract Amount:	\$59,000.00

Federal Project Number: Not Applicable**State Project Number (SP):** 2802-71**Trunk Highway Number (TH):** 26**Project Identification:** Local Partnership Program - MN 26/Houston County Road 3 Preliminary Design

This amendment is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1050106 between the state of Minnesota acting through its Commissioner of Transportation ("State") and Houston County, a political subdivision of the State of Minnesota, a political subdivision of the State of Minnesota ("Local Government/Agency") and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

RECITALS

1. State has a Partnership Agreement with Local Government/Agency identified as MnDOT Contract Number 1050106W01 ("Original Contract") for professional, technical assistance to provide preliminary design for reconstruction of Minnesota Trunk Highway (TH) 26 and the County State-Aid Highway (CSAH) 3 intersection in Brownsville, Minnesota.
2. Parties have determined a need for additional time to complete all the deliverables under this Contract. This Amendment will not change the scope of work and the contract amount. There is a variety of concerns and issues that need to be addressed with each of the current design options. As through those issues have been worked on, there will also be meetings with the County Board of Commissioners and City of Brownsville that we will need some time to work through. This Amendment also will help to ensure that there will be no need for another duration extension and that this project is a success.
3. State and Local Government/Agency are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

REVISION 1. Subarticle 1.2 is amended as follows:

- 1.2 **Expiration Date:** This Work Order Contract will expire on ~~December 31, 2023~~ **December 31, 2025**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Subarticle 1.3 is amended as follows:

- 1.3 **Exhibits:** Exhibits ~~A through E~~ **A, B, C1, D and E1** are attached and incorporated into this Work Order contract.

REVISION 3. Subarticle 5.1.3 is amended as follows:

- 5.1.3 **Travel Expenses.** Reimbursement for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". See Exhibit ~~C~~ **C1** for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

REVISION 4. Subarticle 6.2 is amended as follows:

- 6.2** Local Government/Agency must submit invoices electronically for payment, using the format set forth in Exhibit ~~E~~ **E1**. The State will pay the Local Government/Agency upon receipt and approval of an invoice for eligible costs. The Local Government/Agency will submit signed invoices, and the signature will attest that the services have actually been performed, and that the claimed amounts have not been previously claimed or paid. Upon request of the State, the Local Government/Agency must provide documentation showing the actual costs incurred.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

LOCAL GOVERNMENT/AGENCY

Local Government/Agency certifies that the appropriate person(s) have executed the agreement on behalf of Local Government/Agency as required by applicable articles, bylaws or resolutions.

Signed:

Title:

Date:

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed:

Title:

Date:

COMMISSIONER OF ADMINISTRATION

Signed:

Date:

MINNESOTA DEPARTMENT OF TRANSPORTATION
2021-2023 Commissioner's Plan Reimbursement Rates for Travel Expenses*

Subject	Conditions/Mileage	Rate
Personal Car	(1)	Federal IRS reimbursement rate
Commercial Aircraft	(2)	Actual cost
Personal Aircraft	(1)	Federal IRS reimbursement rate
Rental Car	(2)	Actual cost
Taxi	(3)	Actual cost
Subject	Meals	Rate
Breakfast	(1) (5) (7)	\$10.00
Lunch	(1) (5) (7)	\$13.00
Dinner	(1) (5) (7)	\$19.00
Subject	Lodging	Rate
Motel, Hotel, etc.	(2) (4) (6)	Actual cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00 each week
Telephone, Personal	(1)	As of July 1, 2022, no reimbursement of costs

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day or away from home overnight.
- In travel status after 7 p.m. for supper expense that day or is away from home overnight.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, Standard card size, and standard room.)
 - a. Lodging costs should be reasonable and consistent with facilities available.
3. Include receipt or copy of receipt when more than \$10.00.
4. Reasonable for area of stay.
5. The gratuity is included in the maximum cost.
6. To be in Travel Status and at a commercial lodging.
7. Meal reimbursements for high-cost localities as identified by the IRS, the maximum reimbursement will be Breakfast \$12.00, Lunch \$15.00, and Dinner \$23.00.

*The above expense rates are based on the 2021-2023 Commissioner's Plan contract and are subject to change with subsequent contract updates.

INVOICE NO. _____

Estimated Completion: ____% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, in the following order:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size
5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1050106W01

Billing Period*: From _____ to _____

Contract Expiration Date: December 31, 2025

Invoice Date: _____

SP Number: 2802-71 TH Number: 26

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$24,765.79			
2. Overhead Costs: Rate = 152.62% (Direct Labor*Overhead Rate)	\$37,797.55			
3. Fixed Fee (Profit) Costs: Rate = 14% (Fixed Fee = \$ * Percent Complete)	\$8,758.87			
4. Direct Expense Costs: (Attach Supporting Documentation)	\$1,628.00			
5. Subcontractor Costs:	None			
6. Net Earning Totals:	\$72,950.21			
7. State's Total Cost Not to Exceed	\$59,000.00			
8. Total Amount due this invoice:				\$
9. State's Share (80.88% of Line #8)				\$

**If your billing period includes costs to and after June 30, provide a "Billed This Invoice" split of cost through June 30, and costs after.*

Governmental Unit: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1010			
0054			
1140			
1195			
1220			
Total			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Governmental Unit: Houston County

Signature: _____

Print Name: _____

Title: _____



Date: April 11, 2024

To: Houston County Commissioners & Staff

From: Allison Wagner, Houston County EDA

RE: \$52,000 from Revolving Loan Fund

Background: On April 3, 2024 Ryan Ruberg owner of Green Terrace Properties LLC requested from the EDA financing to purchase the Sawmill Inn at 801 E. Cedar Street, Houston, MN. The total project cost for the project is around \$520,000 with the owners injecting \$52,000 in equity.

The project will maintain two full time jobs, with the prospect of growing and hiring additional full and part time staff in the future.

Recommendation: After due consideration and discussion, the EDA Board of Directors unanimously passed a motion on April 3, 2024 to recommend that the Houston County Commissioners approve the request for assistance by providing a \$52,000 loan at the 2024 set rate 3.5% and ten year term. The loan is contingent upon the property appraisal.

Action Required: A motion made by the Board of Commissioners approving request for assistance by providing a \$52,000 loan to Ryan Ruberg owner of Green Terrace Properties LLC from the EDA revolving loan fund to purchase the Sawmill Inn in Houston, MN.

Auditor Warrants 2024/04/09

Lynn Colsch

Thu 4/11/2024 1:32 PM

To:Houston County BOC <BOC@co.houston.mn.us>;

REVIEW LICENSE CENTER PAYMENTS

2024/04/09 AUDITOR WARRANTS:

VENDORNAMEATPAYMENT	AMOUNT
CALEDONIA/CITY OF	12575.58
HOUSTON COUNTY TREASURER	20883.99
MN STATE TREASURER	3580.50
RICHARD'S SANITATION LLC	19164.97
WILDCAT CREEK MANAGEMENT LLC	26000.00
WINONA CONTROLS INC	123825.00
	206030.04
18 VENDORS PAID LESS THAN \$2000.00	7607.17
	213637.21

Lynn Colsch
Finance Clerk
Houston County
304 South Marshall Street
Caledonia MN 55921

Phone 507-725-5825

Commissioner Warrants 2024/04/16

Lynn Colsch

Thu 4/11/2024 2:32 PM

To:Houston County BOC <BOC@co.houston.mn.us>;
Cc:Carol Lapham <Carol.Lapham@co.houston.mn.us>; Susan Tostenson <Susan.Tostenson@co.houston.mn.us>;

REQUEST APPROVAL FOR PAYMENT

2024/04/16 COMMISSIONERS WARRANTS

VENDOR NAME	AMOUNT
ACENTEK	5,181.20
ADVANCED CORRECTIONAL HEALTHCARE	7,220.58
CEDA	7,107.69
ENTERPRISE FM	12,552.74
H & L MESABI	3,040.00
HAMMELL EQUIPMENT INC	4,019.66
HOKAH CO-OP OIL	4,846.46
HOUSTON COUNTY TREASURER	42,846.31
INSIGHTSOFTWARE LLC	12,047.80
LIBERTY TIRE RECYCLING LLC	3,260.95
MIENERGY COOPERATIVE	2,225.59
MINNESOTA ENERGY RESOURCES	5,692.90
REGENTS OF THE UNIVERSITY OF MINNESOTA	31,297.63
SCHNEIDER CORPORATION	2,931.00
SELCO	55,872.75
TSG	43,910.00
VISA	9,390.34
WEX BANK	9,368.67
	<hr/> 262,812.27
39 VENDORS PAID LESS THAN \$2000.00	<hr/> 17127.33
	<hr/> 279,939.60
PUBLIC HEALTH & HUMAN SERVICES	<hr/> 220,645.04
	<hr/> <hr/> 500,584.64

Lynn Colsch
Finance Clerk
Houston County
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