

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: May 7, 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, Recorder Mary Betz, Public Health and Human Services Director John Pugleasa, Public Health Supervisor Jordan Knoke, Deputy Auditor/Treasurer Mark Bennett, Deputy Auditor/Treasurer Amy Sylling, Engineer Brian Pogodzinski, La Crescent Police Chief Luke Ahlschlager, and WHKS/City of La Crescent Engineer Tim Hruska

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to approve the meeting minutes from April 23, 2024.

Public Comment:

None.

APPOINTMENTS

The Commissioners discussed a School Zone Speed Limit request on CSAH 6 / CSAH 29 (Elm St) with the City of La Crescent Police Chief Luke Ahlschlager, WHKS/City of La Crescent Engineer Tim Hruska, and County Engineer Pogodzinski. Pogodzinski said a parent survey had been conducted by La Crescent School and parents had expressed safety concerns regarding the speed limit near the school on CSAH 6 / CSAH 29. The current speed limit was 30 miles per hour, and based on research some vehicles were driving above that. Pogodzinski said a 20 miles per hour speed limit was being considered to help reduce speeds around schools. He said the matter would first need to go before the La Crescent City Council. La Crescent Police Chief Ahlschlager said the matter was all about safety for the students.

CONSENT AGENDA

Motion by Commissioner Severson, seconded by Commissioner Burns, motion unanimously carried to approve the consent agenda. The Commissioners thanked employees for their service to the County. Items approved are listed below.

- 1) Approve renewing a Consumption and Display Permit for Lawrence Lake Marina, LLC. The license is renewed and issued by the State following County approval. This license authorizes the establishment to permit the consumption and display of intoxicating liquor on the premises. The permit does not authorize the sale of intoxicating liquor.
- 2) Accept/confirm the resignation of Dylan Felten, Commercial Property Appraiser, effective 05/10/2024 The Commissioners thanked Mr. Felten for his 3 years of service to the residents of Houston County.
- 3) Approve a competitive search for an appraiser. (Note: Depending upon qualifications/MN DOR certifications the successful candidate may be hired as an Appraiser Trainee B22, Certified MN Appraiser B23, Certified MN Appraiser-Income B24).
- 4) Hire Darlene Johnson as a probationary 0.5 FTE, Deputy Auditor/Treasurer-License Center, B22, Step 1, effective 05/15/2024 conditioned upon successful completion of all background checks.
- 5) Hire Holly Ingvalson as a probationary 1.0 FTE, Assistant Custodian II, Step 3, effective 05/15/2024 conditioned upon successful completion of background checks.
- 6) Accept/confirm the retirement of Sharen Lapham, Adult Mental Health Social Worker, effective 07/30/2024 The Commissioners thanked Ms. Lapham for her 32 years of service to the residents of Houston County.
- 7) Approve a competitive search for an Adult Mental Health Social Worker.
- 8) Accept/confirm the resignation of Elizabeth Knutson, Public Health Nurse, effective 06/05/2024 The Commissioners thanked Ms. Knutson for her 5 years of service to the residents of Houston County.
- 9) Approve a competitive search for a public health nurse C42.

ACTION ITEMS

File No. 1 – Commissioners discussed a School Zone Speed Limit request on CSAH 6 / CSAH 29 (Elm St) in the City of La Crescent near the schools. Commissioner Myhre said he was in favor of the change, and this was the general consensus of the Commissioners. They discussed a possible resolution on the matter. No official action was taken on the matter.

File No. 2 – Commissioner Schuldt moved, Commissioner Burns seconded, motion unanimously carried to approve the Scope of Work from Bolten and Menk to conduct an aeronautical survey for the RNAV approach.

File No. 3 – Commissioners discussed possible future hanger construction and land rental rates for the Houston County Airport with Engineer Pogodzinski. Pogodzinski said other area airports had airport hangers that were full. Commissioner Severson said he saw a benefit to

expanding the airport especially because of its proximity to La Crosse Airport. He said he saw the Houston County Airport being used more and more. Pogodzinski said funds from the FAA could be used to help with the cost of construction. He said some of the money the County airport received would be lost if it was not used. Commissioner Johnson asked why the County didn't let those who wanted to build hangers build their own with land leased from the County. Engineer Pogodzinski said this was also a possibility. He said the County could both rent some land for people to construct their own hangers while having some County built hangers. No official decisions were made on the matter. Engineer Pogodzinski was asked to do additional research.

File No. 4 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to approve the low quote from Fahrner Asphalt Sealers, LLC in the amount of \$50,500 for CP 2024-08 Crack filling - Airport. There was only one bid.

File No. 5 – Commissioner Myhre moved, Commissioner Burns seconded, motion unanimously carried to approve the work order under the MnDot Partnership agreement to have MnDot stripe County roads.

File No. 6 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to accept the quote from Century Traffic for CP 2024-09 for Pavement Marking – road symbols for the amount of \$59,912.00. Two quotes were received. (Note: an error was made on abstract and motion was rescinded at the next regular board meeting. See May 21 meeting minutes for correction.)

File No. 7 – Commissioner Burns moved, Commissioner Myhre seconded, motion unanimously carried to accept low quote from Bruening Rock for CP 2024-10 for Stockpile Aggregate, Class 5 Delivered (Maintenance Rock). Only one bid was received in the amount of \$112,414.61. The final amount was under the original estimate, so Engineer Pogodzinski said he could check with Bruening Rock about overrunning the rock, and the County could consider areas not originally on the list.

File No. 8 – Commissioner Severson moved, Commissioner Schuldt seconded, motion unanimously carried to approve a rezone for Jason and Amber Wieser to rezone an area from the Agricultural Protection District to Residential District in La Crescent Township.

File No. 9 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to review and approve payments. See payments below.

2024/05/07 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
CALEDONIA OIL CO INC	4,470.00
CEDA	7,107.69
CITY OF CALEDONIA	13,063.62
CITY OF LA CRESCENT TREASURER	5,000.00
EHLERS	3,750.00
GOVERNMENTJOBS.COM INC	8,277.31
HOUSTON COUNTY TREASURER	209,241.94
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	25,075.00
KRAUS OIL CO	4,500.00
LIBERTY TIRE RECYCLING LLC	6,861.10
MASTERS TOUCH INC	4,834.47
MINNESOTA ENERGY RESOURCES	108,362.40
MN LIFE INSURANCE COMPANY	2,428.80
MN UI FUND	2,364.77
VERIZON WIRELESS	3,393.68
VISA	9,205.71
WILDCAT CREEK MANAGEMENT	13,000.00
WINONA CONTROLS INC	6,139.35
WS TRUCKING & CONSTRUCTION	2,137.50
	<u>439,213.34</u>
41 VENDORS PAID LESS THAN \$2000.00	<u>24,818.59</u>
	<u>464,031.93</u>
PUBLIC HEALTH & HUMAN SERVICES	<u>10,084.30</u>
	<u>474,116.23</u>

Public Comment:

None.

DISCUSSION ITEMS

Commissioners discussed recent and upcoming meetings including negotiation, EDA, Zoning, Hiawatha Valley Mental Health, and SELCO meetings.

Commissioner Burns said filing for Commissioner started May 21 through June 4th. He said he would not be running for Commissioner in District 3. Districts 1, 3, and 5 would be up for reelection.

There being no further business at 11:10 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 May 14, 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: May 14, 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, Human Resources Director Theresa Arrick-Kruger, Public Health and Human Services Director John Pugleasa, Public Health Supervisor Jordan Knoke, Public Health Educator Bri Ceaser, Attorney Samuel Jandt, Environmental Services Director Martin Herrick, City of Caledonia Clerk/ Administrator Jake Dickson, Brent Welch, Cindy Wright, Sierra Dalloway, and Jason Redman

Board Workgroup Session

The Commissioners discussed the possibility of a proposed ordinance for time, place, and manner restrictions for cannabis businesses in Houston County with Public Health and Human Services Director Pugleasa, Attorney Jandt, Environmental Services Director Herrick, and Caledonia City Clerk/Administrator Jake Dickson.

Attorney Jandt said he had added a section to the proposed draft ordinance that could exempt municipalities from the ordinance if they wanted to opt out and both parties agreed. Caledonia City Clerk/Administrator Dickson said if the ordinance were to be passed the City of Caledonia would want to seek exemption immediately. He said Caledonia already had experience with permitting and wanted to preserve the business community.

The Commissioners discussed banding for the County Attorney's Office and Assessor's Office with Human Resources Director Kruger.

Kruger said staff in the Assessor's office were being draw to other counties and that prompted a review of current job descriptions. Kruger said she had received a response from David Drown Associates DDA (a third party) regarding banding and it came back the Assessor's banding should change from a C53 to D61 and the AMA Assessor's banding should be changed from B25 to C41. She said all other positions would remain unchanged per the recommendation. Fillmore County was currently looking for an assessor and the position paid more than Houston County even with the proposed change.

DDA had also reviewed positions in the County Attorney's office and recommended a change from B23 to B24. Kruger said she had spent a lot of time reviewing the job duties and firmly believed it had been well vetted and appropriately banded.

Kruger said the sign technician position had also been looked at per the Department Head's request as the department head depended on the expertise of the position. Banding was recommended to change from B23 to B24.

The Commissioners discussed remaining ARPA dollars with Finance Director Lapham.

Finance Director Lapham said she had checked with the auditors and it would not be possible to give the Historic Jail to the Houston County Historical Society. A Minnesota Statute did give the County authority to provide space in the courthouse for the historical society and to "construct" suitable housing for the historical society. Therefore, a lease could be a possibility even though the County could not give the historical society the property. Lapham suggested a meeting with the Houston County Historical Society to discuss further options.

The workgroup session ended at 10:59 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Polly Heberlein, Interim Auditor/Treasurer

HOUSTON COUNTY AGENDA REQUEST FORM

Date Submitted: 05.13.24

By: Polly Heberlein – Interim Auditor-Treasurer

Consent Agenda:

Approve Resolutions as follows:

- 1) Approve Resolution No. 24-13 La Crescent Snowmobile Trail.
- 2) Approve Resolution No. 24-14 Gopherland Snowmobile Trail.
- 3) Approve Resolution No. 24-15 Houston Money Creek Snowmobile Trail.
- 4) Approve Resolution No. 24-16 Viking Ridge Riders Snowmobile Trail

Reviewed by:

____ HR Director

____ Finance Director

____ IS Director

____ County Attorney

____ Environmental Svcs

County

Sheriff

County

Engineer

PHHS

Other

(indicate

dept)

Auditor/Treasurer

Recommendation:

Decision:

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: 15-May-24

Person requesting appointment with County Board: Martin Herrick

Issue:

2024-2029 Richard's Sanitation Contract with Houston County.

Justification:

Action Requested:

Final Approval by the County Board.

For County Use Only

Reviewed by:

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

Recommendation:

Decision:

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



COUNTY OF HOUSTON
Professional/Technical Services Contract
RICHARD'S SANITATION

THIS CONTRACT, amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter **HOUSTON**), and Richard's Sanitation, LLC, a Minnesota Limited Liability Company, (hereinafter **CONTRACTOR**).

WHEREAS, **HOUSTON** pursuant to Minnesota Statutes Chapter 375, is empowered to procure professional and technical services, and

WHEREAS, **HOUSTON** is in need of the hauling and disposal of refuse and other items collected at each **HOUSTON**'s five supervised drop-off sites; and

WHEREAS, **HOUSTON** desires to rent compacting equipment;

WHEREAS, **CONTRACTOR** represents it has employees and agents who are duly qualified and willing to perform the services set forth in this **CONTRACT**, and

NOW THEREFORE, it is agreed:

I. TERM OF CONTRACT

This **CONTRACT** shall be effective on January 1, 2024, or upon the date the final required signature is obtained by both parties, whichever occurs later, and shall remain in effect for a five-year term through December 31, 2029. After the initial five-year term, this Agreement will be automatically renewed for successive 5-year terms unless either party notifies the other in writing, of such cancellation pursuant to the provisions set forth in clause V. herein.

II. CONTRACTOR'S DUTIES

CONTRACTOR will:

- Provide one - 6 yard, two - 20 yard, and ten - 30 yard containers to **HOUSTON** drop-off sites, and compactors; and
- Pick-up refuse and problem materials from each of 5 sites located at:
14750 Richard's Road, Caledonia, MN
5650 State Hwy. 16, Hokah, MN

5154 County Road 1, Houston, MN
160 South 3rd Street, La Crescent, MN
631 East Main Street, Spring Grove, MN

on a schedule to be determined by the parties, on a weekly basis and dispose of the refuse and problem materials at the La Crosse County Solid Waste System.

CONTRACTOR's duties exclude charges for HOUSTON requests for repair or maintenance of HOUSTON owned equipment.

III. CONSIDERATION AND TERMS OF PAYMENT

The Parties acknowledge that La Crosse County offers all haulers of refuse a 9% rebate based on the tonnage disposal. The Parties agree that CONTRACTOR shall retain 2% of the rebate and credit HOUSTON with 7%. The Parties agree to renegotiate their respective portion of the La Crosse County rebate should La Crosse County change its current rebate practices. Such amendment shall be reduced to writing and signed by both parties' authorized rep.

A. Compensation. All services performed by CONTRACTOR pursuant to this CONTRACT shall be paid by HOUSTON in accordance with the attached 2024 Fee Schedule (EXHIBIT A). Annual rate schedules should be adopted by the parties no later than December 1st of each year for the subsequent year. The newly updated rate sheet must be approved in writing via email by the Authorized Representatives, or their successors to be effective the subsequent year.

B. Payments. CONTRACTOR will provide HOUSTON monthly invoices and associated "Weigh Slips" by the 15th of the of the month following the month of service. Invoices shall be promptly paid within thirty (30) days of the CONTRACTOR'S invoice.

Any changes in the rates of fees, rents, rebates or taxes set forth in III. A. shall be evidenced in writing pursuant to X. below and attached as an addendum to this CONTRACT.

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: Martin Herrick
Environmental Services Director
Address: 304 South Marshall Street, Suite 209
Caledonia, MN 55921
Telephone: O: (507) 725-5800
E-Mail: martin.herrick@co.houston.mn.us

B. CONTRACTOR'S authorized representative for the purpose of administration of this CONTRACT is:

Name: Gregory Skauge
Owner/Manager
Address: 162 Bissen Street
Caledonia, MN 55921
Telephone: 507-724-2086
E-Mail: info@richardssanitation.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, CONTRACTOR shall be entitled to reimbursement for expenses as set forth above.

VI. **ASSIGNMENT**

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

VII. **LIABILITY**

CONTRACTOR employees and agents at all time remain under the direction and supervision of CONTRACTOR. HOUSTON employees shall at all times remain under the direction and supervision of HOUSTON. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Notwithstanding, 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 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.

VIII. **INSURANCE REQUIREMENTS**

CONTRACTOR shall maintain General Liability, Commercial Auto, Professional liability, and Workers' Compensation coverage at the recommended levels set by the Minnesota Counties Insurance Trust (MCIT) throughout the term of this CONTRACT. HOUSTON and CONTRACTOR agree that at all times during the term of this CONTRACT to maintain:

- Comprehensive General Liability - \$1 million minimum per occurrence
- Excess Liability Coverage - \$2 million over the general and automobile coverage.
- Auto Liability: \$1.5 million combined single limit
- Workers Compensation as required by Minnesota Statutes

CONTRACTOR agrees to maintain the above required insurance and shall provide the COUNTY with thirty (30) days written notice of any proposed changes prior to the cancellation, non-renewal or material changes. An ACORD Certificate of Liability Insurance for the above listed coverage shall be supplied to COUNTY by CONTRACTOR for each calendar year covered by the term of this CONTRACT and attached hereto (EXHIBIT B).

IX. GOVERNMENT DATA PRACTICES

CONTRACTOR agrees 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 CONTRACTOR or HOUSTON. Further, CONTRACTOR will notify the HOUSTON within two business days of any request it receives to release data as a result of this CONTRACT.

X. AMENDMENTS

Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

XI. JURISDICTION/VENUE

This CONTRACT shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota. All proceedings related to the CONTRACT shall be venued in Houston County, Minnesota.

XII. SURVIVAL OF TERMS

The following clauses survive the expiration, cancellation or termination of this CONTRACT: VII., Liability; VIII., Insurance; IX., Government Data Practices; and XI., Jurisdiction/Venue.

THIS SPACE INTENTIONALL LEFT BLANK

SIGNATURE PAGE FOLLOWS

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

APPROVED:

HOUSTON COUNTY

By: (authorized signatory)

Name: Martin Herrick
Title: Environmental Services Dir.
Date: 05/ /2024

APPROVED:

CONTRACTOR,

By: (authorized signatory)



Gregory Skaug
Owner/Manager
05/13/2024

HOUSTON COUNTY

By: (authorized signatory)

Eric Johnson
Board Chair
05/ /2024

APPROVED AS TO FORM AND EXECUTION

Samuel Jandt
Houston County Attorney
05/ /2024

EXHIBIT A

2024 Fee Schedule

CALEDONIA	20 & 30 YD RENTAL	Caledonia	\$	93.63
	20 & 30 YD PULLS		\$	187.28
	COMPACTOR MAINTENANCE		\$	24.10
	COMPACTOR BOX RENTAL FEE		\$	88.37
	COMPACTOR USER FEE		\$	155.91
	COMPACTOR PULL		\$	187.28
	Fuel Surcharge		\$	40.00
HOKAH	30 YD RENTAL	Hokah	\$	93.63
	30 YD PULLS		\$	187.28
	COMPACTOR MAINTENANCE		\$	24.10
	COMPACTOR BOX RENTAL FEE		\$	88.37
	COMPACTOR USER FEE		\$	155.91
	COMPACTOR PULL		\$	187.28
	Fuel Surcharge		\$	40.00
HOUSTON	30 YD RENTAL	Houston	\$	93.63
	30 YD PULLS		\$	224.77
	COMPACTOR MAINTENANCE		\$	24.10
	COMPACTOR BOX RENTAL FEE		\$	93.63
	COMPACTOR USER FEE		\$	155.91
	COMPACTOR PULL		\$	224.77
	Fuel Surcharge		\$	40.00
LA CRESCENT	20 & 30 YD RENTAL	La Crescent	\$	93.63
	20 & 30 YD PULLS		\$	168.55
	CUBIC YD REFUSE (6YD)		\$	11.24
	Fuel Surcharge		\$	40.00
SPRING GROVE	30 YD RENTAL	Spring Grove	\$	93.63
	COMPACTOR & 30 YD PULLS		\$	206.00
	Fuel Surcharge		\$	40.00

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Spectrum Insurance La Crosse
9538 E 16 Frontage Rd
Onalaska WI 54650

CONTACT NAME: Lynn Hendrickson
PHONE: 608-785-1120
FAX: 608-782-1794
E-MAIL: certificates@spectruminsgroup.com
ADDRESS: certificates@spectruminsgroup.com

INSURED
Richard's Sanitation
162 Bissen Street
Caledonia WI 55921

RIC14-10

INSURER(S) AFFORDING COVERAGE
INSURER A: Integrity Insurance
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #
14303

COVERAGES

CERTIFICATE NUMBER: 2079919359

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	CPP2633369	6/2/2023	6/2/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER:				
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	CA 2633370	6/2/2023	6/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> OCCUR	CUP2633372	6/2/2023	6/2/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	WCP2683155	6/2/2023	6/2/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Houston County
Environmental Services
304 S Marshall St
Room 202
Caledonia MN 55921

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel John

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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: 15-May-24

Person requesting appointment with County Board: Martin Herrick

Issue:

New hauler License Application and Solid Waste Delivery Agreement from Miller Scrap Iron and Metal, Winona, MN to haul in Houston County. Approve License #HOU-34-24.

Justification:

Action Requested:

Final Approval by the County Board. Board Chair signs license.

For County Use Only

Reviewed by:

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

Recommendation:

Decision:

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

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: HOU ~ 34 ~ 24

Expiration date: DECEMBER 31, 2024

ISSUED TO: MILLER SCRAP IRON AND METAL CO.

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1st. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

Chairperson
Houston County Board of Commissioners

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

Wm. Miller Scrap Iron & Metal Co. does hereby apply for a license for a term of twelve (12) months, from January 1, 2024 to December, 31, 2024 to conduct the business of solid waste collection and transportation, and to that end represents and states as follows:

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

Dated May 2, 2024 20 24

Jerome S. Miller
(Signature of Applicant)

Willie Miller

Jerome S. Miller
(Applicant's Name)

Address PO Box 812
(P.O. or Street)

Winona
(City)

PRINTED
MN
(State)

55987
(ZIP)

VERIFICATION AND INDEMNIFICATION

STATE OF MINNESOTA
COUNTY OF HOUSTON SS.

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

Jerome S. Miller
(Signature of Applicant)

NOTARY PUBLIC

{SEAL}

Subscribed and Sworn to Before Me this
2 day of May, 2024



Tara Venable

APPLICATION FOR A HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

APPLICANT INFORMATION SHEET

1 Applicant: Wm. Miller Scrap Iron & Metal Co.
Firm Name

Business Address: 1 Recycling Lane
Street

Winona MN 55987
City State ZIP

Business Phone Number: 507-452-2067

Owner(s) of Firm: Jerry Miller
Name(s) of Person(s) or Firm(s)

Owner's Address: 1 Recycling Lane
Street

Winona MN 55987
City State ZIP

Owner's Phone Number: 507-452-2067
Business Home

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

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

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

APPLICANT INFORMATION SHEET – (Continued)

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

Residential X

Commercial Businesses X

Industries X

Farms X

Hospitals, Medical, Dental or
Veterinary Clinics

Schools, Churches, Government
Offices or other Institutions X

4. Attach schedule of rates and charges.

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

Make	Model	Year	License #	Capacity (cu yd)	Type (Compactor, Roll-off, other)
Kenworth	T880	<u>2023</u>	<u>YCD9429</u>	15-40yd	Roll-off
Mack	Granite	<u>2019</u>	<u>YBU0234</u>	<u>15-40yd</u>	Roll-off
Ford	F650	<u>2023</u>	<u>YCD4981</u>	<u>10-15yd</u>	<u>Roll-off</u>

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

APPLICATION FOR A HOUSTON COUNTY COLLECTION
TRANSPORTATION AND DISPOSAL LICENSE

APPLICANT INFORMATION SHEET – (Continued)

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

70513290.2

HOUSTON COUNTY SOLID WASTE DELIVERY AGREEMENT

PARTIES

This Waste Delivery Agreement ("Agreement"), which is effective as of 5/2
20 24, is made by and between Houston County ("County"), a Minnesota county, 302 South
Marshall, Caledonia, Minnesota 55921, and

Wm. Miller Scrap Iron & Metal Co.

(legal name)

d/b/a

(the "Hauler"),

1 Recycling Lane, PO Box 812, Winona, MN 55987

(address)

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

RECITALS

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

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

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

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

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

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

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

ARTICLE I. TERM

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

ARTICLE II. DEFINITIONS

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

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

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

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

ARTICLE III. REPRESENTATIONS

A. HAULER REPRESENTATIONS

1. The Hauler is a corporation
(sole proprietorship, corporation, partnership)
duly organized, validly existing, and properly qualified to do business under the laws of the State of Minnesota.
2. The Hauler has full power and authority to execute the Agreement and such execution constitutes a binding legal obligation of the Hauler that is fully enforceable in accordance with its terms and conditions.
3. The execution of the Agreement does not conflict with any other agreement, indenture, or instrument to which the Hauler is a party.
4. Based upon its collection and delivery records, written contracts or other evidence satisfactory to Houston County, the Hauler collects or transports an average annual tonnage of <1 NT of Acceptable Waste, and an average annual tonnage of 0 NT Non-Processible Waste in the Service Area.
5. The Hauler has or will obtain all equipment and personnel necessary to fulfill its obligations under this Agreement, and will maintain all accounting and billing systems necessary to fulfill its obligations under this Agreement and under applicable ordinances, and will further fully comply with all applicable licenses, permits, laws or ordinances, including any ordinances of the County relating to solid waste service charges.
6. In accordance with the terms of this Agreement, the Hauler is able to deliver to the Facility all Acceptable Waste and Non-Processible Waste collected by it from all of its present and future customers in the Service Area.

B. BOARD REPRESENTATIONS

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

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

ARTICLE IV. COMPLIANCE WITH REGULATORY REQUIREMENTS

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

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

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

ARTICLE V. OPERATIONS

A. DELIVERY OF ACCEPTABLE WASTE AND NON-PROCESSIBLE WASTE

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

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

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

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

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

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

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

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

C. GENERAL DELIVERY REQUIREMENTS

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

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

ARTICLE VI. TIPPING FEES

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

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

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

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

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

ARTICLE VII. NOTICE REQUIREMENTS

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

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

ARTICLE VIII. DEFAULT

A. HAULER DEFAULT

Any of the following shall constitute default by the Hauler:

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

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

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

B. BOARD DEFAULT

The following shall constitute a default by Houston County:

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

C. DEFAULT REMEDIES

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

D. MANNER OF EXERCISE

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

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

E. ATTORNEYS' FEES AND EXPENSES

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

F. COUNTY ENFORCEMENT OF AGREEMENT

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

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

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

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

B. INDEMNIFICATION OF HAULER

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

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

C. INSURANCE

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

ARTICLE X. MISCELLANEOUS**A. AUDIT**

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

B. NOTICE

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

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

Hauler: Wm. Miller Scrap Iron & Metal Co.
PO Box 812
Winona, MN 55987

C. RELATIONSHIP OF THE PARTIES

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

D. ASSIGNMENT

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

E. SURVIVAL INDEMNITIES

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

F. WAIVER

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

G. EQUAL OPPORTUNITY LAWS

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

H. ENTIRE AGREEMENT

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

I. GOVERNING LAW AND VENUE

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

J. ALTERATION CLAUSE

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

K. EARLY TERMINATION

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

L. UNFORESEEN CIRCUMSTANCES

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

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

M. SEVERABILITY

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

HOUSTON COUNTY

WASTE DELIVERY AGREEMENT

N. EXECUTION OF AGREEMENT

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

HOUSTON COUNTY

HAULER

By: _____

By: Jerome S. Miller

Its: _____

Its: Owner/President

Dated: _____

Dated: 5/2/24

12567041.4

**HOUSTON COUNTY
AGENDA REQUEST FORM**

Date Submitted: 05.14.24

By: Polly Heberlein, Interim Auditor/Treasurer

CONSENT AGENDA REQUEST:

Request Approval of the LG220 Exempt Gambling Permit on behalf of Bluff Country Hidden Heroes, for gambling activities to be conducted at Ma Cal Grove Country Club, located at 15939 State Highway 76, Caledonia, MN 55921, in Caledonia Township on 07/19/2024 with no waiting period.

ACTION ITEM:

<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 checked="" type="checkbox"/> Other (indicate dept)	<input type="text"/>
	<input type="checkbox"/> Environmental Svcs		<input type="text"/>
<u>Recommendation:</u>			
<u>Decision:</u>			

RESOLUTION NO. 24-17

**MINNESOTA LAWFUL GAMBLING PERMIT APPROVAL
BLUFF COUNTRY HIDDEN HEROES**

May 21, 2024

BE IT RESOLVED, the Houston County Board of Commissioners DOES HEREBY APPROVE THE Minnesota Lawful Exempt Gambling Permit LG220 on behalf of Bluff Country Hidden Heroes, for gambling activities to be conducted on 07/19/2024 at Ma Cal Grove Country Club, 15939 State Highway 76, Caledonia, MN 55921, in Caledonia Township, 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 May 21, 2024.

WITNESS my hand and the seal of my office this 21st day of May 2024.

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: Bluff Country Hidden Heroes

Previous Gambling Permit Number: X-95517-24-001

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: 93-4459239

Mailin _____

City: _____ State: _____

Name of Chief Executive Officer (CEO): Christopher Frick

CEO Daytime Phone _____

_____ (all address unless otherwise indicated below)

Email permit to (if c _____)

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

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): Ma Cal Grove Country Club

Physical Address (do not use P.O. box): 15939 State Highway 76

Check one:

☐ City: _____ Zip: _____ County: _____

☒ Township: Caledonia Zip: 55921 County: Houston

Date(s) of activity (for raffles, indicate the date of the drawing): 07/19/2024

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 and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

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: Caledonia

Signature of Township Officer: Judith Massman

Title: Clerk Date: 5-13-24

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: 05/13/2024
(Signature must be CEO's signature; designee may not sign)

Print Name: Christopher Frick

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)).

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.

Data 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.

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

An equal opportunity employer



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

BLUFF COUNTRY HIDDEN HEROES



Date:
12/04/2023
Employer ID number:
93-4459239
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Form 990-PF required:
Yes
Effective date of exemption:
October 18, 2023
Addendum applies:
No
DLN:
26053724009053

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Houston County Agenda Request Form

Date Submitted: 5/16/2024

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:

Review and consider contract with Ciel Strategic Innovations to conduct a strategic planning process for our Public Health Division. Last year, the legislature approved historic increases in long term funding for Public Health. This strategic planning process will allow us to integrate these new funds and associated responsibilities to best serve Houston County residents.

Attachments/Documentation for the Board's Review:

Soft copy of contract for review, and hard copy for signature.

Justification:

Action Requested:

Review and approve contract as presented.

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

PURCHASE OF SERVICE AGREEMENT

The Houston County Board of Commissioners, 304 South Marshal Street, Room 104, Caledonia, MN 55921, through its local community services agency, Houston County Public Health and Human Services, hereafter referred to as the "County" and Ciel Strategic Innovations, 930 North Monterey Street #216, Alhambra, CA 91801, hereafter referred to as the "Provider" enter into this Agreement.

WITNESSETH

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

1. **TERM**

The term of this Agreement shall be from May 1, 2024 through December 31, 2025.

2. **DESCRIPTION OF SERVICES**

The Provider will complete an examination of the internal and external workforce's current capabilities; including identifying staffing shortages, evaluating finance and operation capabilities and resource reallocation suggestions to better meet the needs and responsibilities of the County. Deliverables are as follows:

- a. Assessing the current business model of Houston County Public Health.
 - Conduct a SWOT Analysis.
 - Develop Mission, Vision, and Values.
- b. Review cost and capacity results to determine current gaps in services.
 - Review Community Health Needs Assessment (CHNA) and Community Improvement Plan (CHIP).
 - Conduct a gaps analysis and prioritize the identified gaps.
 - Develop an action plan.
 - Review needs prioritization and develop strategy for prioritizing needs.
- c. Create list of staffing gaps.
 - Evaluate existing grant requirements and incorporate new funding requirements.
 - Cross reference staffing gaps with needs.
 - Develop staffing plan.
- d. Create plan of resources that will support new and existing staff positions.
 - Match staff positions with funding sources.
 - Develop resource allocation plan.
 - Five-year recruitment plan.
- e. Develop a strategic plan
 - Assess current workforce and financial status.
 - Develop a tracking and evaluation framework.
 - Define key performance indicators.
- f. Follow up.

3. **PAYMENT FOR SERVICES**

The Provider shall be paid in accordance with rates and service totals listed on Attachment A. If there is a need for follow up meetings or additional hours to assure any requirements are met, prior approval by Houston County will be required. To receive payment for services provided, the Provider shall submit monthly invoices to DHSAccounting@co.houston.mn.us outlining

services provided within ten (10) days follow the end of each month. County will make payment for the approved invoices within thirty-five (35) days of invoice receipt.

4. PROVIDER NOT AN EMPLOYEE

The parties agree that at all times and for all purposes herein, the Provider is an independent provider and not an employee of the County. No statement contained in this Agreement shall be construed so as to find the Provider an employee of the County and the Provider shall be entitled to none of the rights, privileges or benefits of the County employees except as otherwise stated herein. Provider is solely responsible for any and all taxes (state, federal, local, worker's compensation insurance payments, disability payments, social security payments, unemployment insurance, other insurance payments) and any other similar type of payment for Provider or employee thereof.

5. RELATIONSHIP OF THE PARTIES

It is understood that the County does not agree to use the Provider exclusively. Provider is free to contract for professional services to third parties for services not included in this proposal or specifically excluded by agreement of both parties during the term of this Agreement.

6. INDEMNIFICATION

The Provider agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

7. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Provider because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), collectively referred to as "HIPAA") and has executed an addendum to this Agreement for purposes of compliance with HIPAA.

All materials gathered and/or produced by the Provider as part of this Agreement are the property of the County and will remain with the County at the termination of this Agreement. Said materials cannot be used by the Provider without written consent from the Director of Houston County Human Services. The County retains the right to revise and/or add information to said materials at their discretion.

8. DEFAULT AND TERMINATION

If the Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused, the County may, upon written notice, immediately cancel this Agreement in its entirety.

It is understood and agreed that in the event the funding to the County from State, Federal, or other funding sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.

This Agreement may be terminated with or without cause by either party upon thirty (30) days written notice.

9. AMENDMENTS

This Agreement may be supplemented, amended or revised only in writing by agreement of both parties.

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

Provider, having signed this contract, and the Houston County Board of Commissioners having duly approved this contract on _____, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

CIEL STRATEGIC INNOVATIONS

BY: 

Precious Querubin
Owner

DATED: 5/9/24

HOUSTON COUNTY

BY: _____

Chairperson

Houston County Board of Commissioners

DATED: _____

BY: 

Director

Houston County Human Services

DATED: 5/10/24

APPROVED AS TO FORM AND EXECUTION:

BY: 

Houston County Attorney

DATED: 5/13/2024

AGENCY NAME: Ciel Strategic Innovations

CONTRACT TYPE: Public Health Strategic Plan

CONTRACT TERM: 5/1/2024-12/31/2025

SERVICE DESCRIPTION	CODING	# OF UNITS	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Senior Consultant	11-481-465-0000-6264	50	\$125.00	HR	\$6,250.00
Project Assistant	11-481-465-0000-6264	15	\$65.00	HR	\$975.00
Travel Expenses	11-481-465-0000-6264				\$3,800.00
Indirect Cost Rate	11-481-465-0000-6264				\$1,323.00
Senior Consultant	11-485-481-0000-6264	150	\$125.00	HR	\$18,750.00
Project Assistant	11-485-481-0000-6264	55	\$65.00	HR	\$3,575.00
Travel Expenses	11-485-481-0000-6264				\$3,800.00
Office Supplies	11-485-481-0000-6264				\$300.00
Indirect Cost Rate	11-485-481-0000-6264				\$3,171.00

**HOUSTON COUNTY
AGENDA REQUEST FORM**

Date Submitted: 05.16.24

By: Polly Heberlein- Interim Auditor-Treasurer

Consent Agenda:

Consider approving On-Sale and Sunday Liquor License for Money Creek Haven Inc, which will expire on 6/30/24.

**18502 County 26
Houston, MN 55943**

License will be prorated to June 30, 2024 and will be renewed as of July 1, 2024.

Reviewed by:

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

Recommendation:

Decision:

**ALCOHOL AND GAMBLING ENFORCEMENT DIVISION**

445 Minnesota St., Suite 222, St. Paul, MN 55101

Fax (651) 297-5259

(651) 201-7507 TTY (651) 282-6555

WWW.DPS.STATE.MN.US

**APPLICATION FOR COUNTY ON-SALE INTOXICATING LIQUOR LICENSE**

No license will be approved or released until MN Liquor Control receives the \$20 Retailer ID Card fee.

Workers Compensation Insurance Company STATE FUND MUTUAL Policy # [REDACTED]
LICENSEE'S SALES & USE TAX ID # 6428814 To apply for MN sales tax
LICENSEE'S FEDERAL TAX ID # 41-1957084

Applicant's name (Business, partnership, LLC, Corporation) MONSIEUR CAFE HAVEN INC DOB - Social Security # - DBA or trade name MONSIEUR CAFE HAVEN CAMPGROUND

License address 18502 COUNTY 26 Business phone 507-886-3544

City Houston County Houston State MN Zip Code 55943 From 5/22/24 To 7/1/24

Give name, residence, DOB, Social Security #, title and age for all partners, or the officers and directors of a partnership or corporation, and the percent of stock held by each of them if applicable.

Name WALTER FITTING Title President Percent stock or partnership interest 50

Address 5269 OAK FOREST LANE City Houston State MN

Name ARNA M. FITTING Title Secretary Percent stock or partnership interest 50

Address 5269 OAK FOREST LANE City Houston State MN

Name _____ Social Security # _____ Title _____ DOB _____ Percent stock or partnership interest _____

Address _____ City _____ State _____

Date of Incorporation 1999 State of incorporation MINNESOTA Certificate Number _____ Is corporation authorized to do business in Minnesota? ☒ Yes ☐ No

Purpose of corporation RETAIL If a subsidiary of another corporation, give name _____

1. Describe premises to be licensed (location, facilities). POOLSIDE LODGE OFFICE

Floor establishment is located on FIRST Seating capacity (24 INSIDE) Hours food will be available 8 Number of people restaurant employs 14

Number of months per year establishment will be open 6 months Name of manager MIKE BURBACH

2. If this restaurant is in conjunction with any other business (resort, etc.), describe the business. N/A
3. Name the nearest municipality in which On Sale licenses are issued. CHESAPEL, MN
4. Has applicant, partners, officers or employees ever had any Felony Convictions or Liquor Law violations in Minnesota or elsewhere, including State Liquor Control Penalties? Yes ☒ No ☐ If yes, give date, charges and final outcome.
5. Is the applicant or any of the associates in this application a member of the County Board in which the license will be issued? Yes ☒ No ☐ If yes, in what capacity? _____ (If the applicant for this license or any of the associates is the spouse of a member of the governing body or where a family relationship exists, the member shall not vote on this application.) ☐ Yes ☒ No
6. Have the applicants any interest, directly or indirectly, in any other liquor establishment in the county or any city in the county issuing this license. If yes, give the name and address of the establishment. NO

- ☐ Yes ☒ No 7. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802. If yes, attach a copy of the summons.
- ☒ Yes ☐ No 8. Will you serve liquor on Sunday? Amount of Sunday License Fee.
- ☒ Yes ☐ No 9. Is this establishment located in an organized township? If so, attach township approval.
- ☒ Yes ☐ No 10. Has a restaurant license been issued by the state or local health department for this establishment?

I certify that I have read the above questions and that the answers are true and correct to the best of my own knowledge.

WAYNE L. FITTING
Name of applicant (please print or type)

Wayne L. Fitting
Applicant's signature

4/19/24
Date

The Licensee must have one of the following:

Check one

- ☐ A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person; \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support. ATTACH "CERTIFICATE OF INSURANCE" TO THIS FORM.
- or
- ☐ B. A Surety bond from a surety company with minimum coverage as specified above in A.
- or
- ☐ C. A certificate from the State Treasurer that the licensee has deposited with the State, Trust Funds having a market value of \$10,000 or \$100,000 in cash or securities.

REPORT BY COUNTY ATTORNEY

I certify that to the best of my knowledge the applicants named above are eligible to be licensed. ☐ Yes ☐ No If no, state reason

[Signature]
Signature County Attorney

Houston
County

5/15/2024
Date

REPORT BY SHERIFF

I certify that to the best of my knowledge, the applicants named above have not been convicted within the last five years for any violations of State law or municipal ordinance relating to the sale of liquor, except as follows:

[Signature]
Signature Sheriff

Houston
County

5-15-24
Date

IMPORTANT NOTICE

ALL RETAIL LIQUOR LICENSEES MUST HAVE A CURRENT FEDERAL SPECIAL OCCUPATIONAL STAMP. THE BUREAU OF ALCOHOL, TOBACCO AND FIREARMS ISSUES THIS STAMP. FOR INFORMATION CALL (651) 726-0220

NOTICE

A \$30.00 service charge will be added to all dishonored checks. You may also be subjected to a civil penalty of \$100.00 or 100% of the value of the check, whichever is greater, plus interest and attorneys fees. MS 604.113

EXPLANATORY NOTE

No County Board can issue license for sales in any Town without consent of such Town Board and recommendations of Sheriff and County Attorney. The following form of consent by the Town Board may be used.

STATE OF MINNESOTA

COUNTY OF Houston TOWN OF MONEY CREEK

It is hereby certified that the Town Board of the Town of Money Creek
in said County and State, by resolution on the 18th day of April 2024
did consent to the issuance of the liquor on/off sale license applied for on behalf of
Money Creek Haven

Dated 4/18/2024 2024

Attest [Signature]
Town Clerk

THE TOWN BOARD OF THE TOWN OF

[Signature]
By Pat Lelesch Chairman

State of Minnesota
License Applicant Information

Under Minnesota Law (M.S. 270.72), the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.


Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

- This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest;
- The licensing agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service;
- Failing to supply this information may jeopardize or delay the issuance of your license or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. Do not return this form to the Department of Revenue.

ON SALE & OFF SALE Please print or type
Name of license being applied for and license number
LIQUOR LICENSE
Licensing Authority (name of city, county or state agency issuing license)
Houston County
License renewal date

Personal information:

Applicant's last name **FITTING** First name and initial **WAYNE L.** 
Applicant's address **5369 ORCHARD FOREST LN Houston MN 55943**

Business information (if applicable):

Business name **MONEY CREEK HAVEN INC.**
Business address **18502 County Rd Houston MN 55943**
Minnesota tax identification number **6428814** Federal tax identification number **41-1957084**

If a Minnesota tax identification number is not required, please explain on the reverse side of this form.

Signature **Wayne Fitting** Title **PRESIDENT** Date **4/19/24**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Minnesota National Agency, Inc. 708 Lake Street South, PO Box 240 Long Prairie, MN 56347	CONTACT NAME: Mark T. Maloney PHONE (A/C, No. Ext): 320-732-6612 E-MAIL ADDRESS: Mark@mnnationalagency.com FAX (A/C, No): 320-732-6907 INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Money Creek Haven, Inc. Money Creek Haven Campground 18502 County 26 Houston MN 55943	NAIC #

COVERAGES**CERTIFICATE NUMBER:** 20230818102015735**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		[REDACTED]	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	N N	[REDACTED]	5/15/2024	03/01/2025	Each Occurance \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, AUTOMOBILE DAMAGE SCHEDULE, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Money Creek Township
Att: Adam Florin
1937 Money Creek Road
Houston, MN 55943

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**CERTIFICATION OF COMPLIANCE -
MINNESOTA WORKERS' COMPENSATION LAW**

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of MSS Chapter 176. The information required is: the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and retained in their files.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name: STATE FUND Mutual

Policy Number: [REDACTED]

Dates of Coverage: 4/16/24 to 4/16/25

(or)

I am not required to have workers' compensation liability coverage because:

- ☐ I have no employees
- ☐ I am self insured (include permit to self-insure)
- ☐ I have no employees who are covered by the workers' compensation law (these include: Spouse, Parents, Children and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid workers' compensation policy will be kept in effect at all times as required by law.

Name: FITTING (WAYNE LESCH)
(last, first, full middle)

Doing Business as: MONSIEUR CLECK HAVEN INC
(business name if different than your name)

Business Address: 18502 COUNTY 26

City, State, Zip: Houston, TX 77058 Phone: 307-896-3544

Signature: Wayne Fitting Date: 4/19/24



DEPARTMENT OF PUBLIC SAFETY
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
444 Cedar Street Suite 133
St. Paul, MN 55101-5133
Phone (651) 296-6979 TDD (651) 282-6555
Fax (651) 297-5259

CARD NUMBER

(Office Use Only)

APPLICATION FOR RETAILER'S (BUYER'S) CARD FOR LIQUOR AND WINE
PLEASE RETURN THIS APPLICATION WITH FEE \$30.00

ISSUING AUTHORITY	TYPE CODE	BUYER'S CARD EXPIRES	IDENTIFICATION #
PRINT NAME OF LICENSEE (AS SHOWN ON LICENSE) MONEY CREEK HAVEN INC		BUSINESS NAME (DBA) MONEY CREEK HAVEN CAMPBELL ROAD	
BUSINESS ADDRESS 18502 COUNTY 24		COUNTY Houston	BUSINESS PHONE 507-896-3544
CITY, STATE, ZIP CODE Houston, MN. 55943		AUTHORIZED SIGNATURE Wynne J. [Signature]	

PS 9135 (12/98)

Money Creek Township Resolution No. 2024-05-14A

**RESOLUTION CONSENTING TO A LIQUOR LICENSE ISSUED
BY HOUSTON COUNTY, MINNESOTA**

WHEREAS, Minnesota Statutes § 340A.410, subdivision 1, states that “a county may not issue a retail license to sell any alcoholic beverage within an organized town unless the governing body of the town has consented to the issuance of the license”;

WHEREAS, the license for Money Creek Haven is a retail license as defined by Minnesota Statute § 340A.101;

NOW, THEREFORE BE IT RESOLVED, the town board of Money Creek Township, Houston County, Minnesota, consents to a liquor license being issued by Houston County in Money Creek Township.

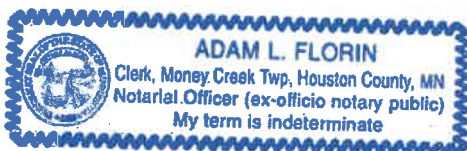
Passed this 14th day of May, 2024

BY THE BOARD



Town Board Chair

Attest: 
Town Clerk



**HOUSTON COUNTY
AGENDA REQUEST FORM
May 21, 2024**

Date Submitted: May 16, 2024

By: Tess Kruger, HRD/Facilities Mgr.

ACTION

Assessor's Office

- **Approve the banding and pay rate change of Lucas Onstad, Assessor to D61, Step 9 effective 05/27/2024.**

APPOINTMENT REQUEST

NONE

HR CONSENT AGENDA REQUEST

County Attorney's Office

- **Approve the banding and pay rate change of Administrative Legal Assistant Cindy Augedahl, from B23 non-exempt to B24 non-exempt, Step 7 effective 05/06/2024**
- **Approve the banding and pay rate change of Administrative Legal Assistant Julie Von Arx-Abnet, B23 non-exempt to B24 non-exempt, Step 7 effective 05/06/2024**

Environmental Services Department

- **Accept the resignation of Deanne Valadez-Vick, Technical Clerk I, effective 05/24/2024**
- **Approve the hire of Gavin Schroeder as a Drop Site Supervisor, 67- day casual employee at a rate of \$16.43 per hour, conditioned upon successful completion of a background check**

Highway Department

- **Approve the hire of Michael Boldt as a 1.0 FTE Maintenance Specialist, B23 Step 4, effective 05/28/2024, conditioned upon successful completion of background check**

CC:

 HR Director

 Sheriff

 X **Finance Director**

 X **Engineer**

<u> </u>	IS Director	<u> </u>	PHHS	<u> </u>
<u> X </u>	County Attorney	<u> X </u>	(indicate other dept)	<u>Assessor</u>
<u> X </u>	Environmental Svcs			

HOUSTON COUNTY
AGENDA REQUEST FORM
May 14, 2024

Date Submitted: May 6, 2024

By: Robert Thoen

The Brownsville VFW has again donated \$200.00 to the Veteran Services Office to use for any veteran's needs. The County Board must accept this by motion.

Reviewed by:

☐ HR Director

☒ Finance Director

☐ IS Director

☐ County Attorney

☐ Environmental Svcs

County

Sheriff

County

Engineer

PHHS

Other

(indicate

dept)

VSO

Recommendation:

Decision:

Houston County Agenda Request Form

Date Submitted: May 7, 2024 Board Date: May 21, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Due to a mix up in preparing the abstract, the quotes were listed under the wrong bidder. The County Board should rescind the award made on May 7, 2024 to Century Traffic, LLC. The award for CP 2024-09 Traffic Marking Pavement Symbols should be awarded to Sir Lines-A-Lot, LLC as the low bid.

Attachments/Documentation for the Board's Review:

Abstract for CP 2024-09

Reminder: Unit prices are not public until after the award.

Justification:

This is a budgeted item and part of our regular maintenance program.

Action Requested:

Board motion needed to rescind the award to Century Traffic, LLC.

Board motion to accept the bid from Sir Lines-A-Lot, LLC in the amount of \$59,912.00.

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>

Recommendation:

Decision:

All agenda request forms must be submitted to Allison Wagner at 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.

Houston County Agenda Request Form

Date Submitted: May 7, 2024 Board Date: May 21, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

A resolution establishing a School Zone Speed Limit on CSAH 6 and CSAH 29 is brought forward for Board Approval based on the discussion that took place at the meeting on May 7, 2024.

Attachments/Documentation for the Board's Review:

Resolution is attached.

Justification:

Action Requested:

Approve the resolution to establish a 20mph school zone speed limit on Elm St (CSAH 6 & CSAH 29) near La Crescent-Hokah Elementary School and Crucifixion School.

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 Allison Wagner at 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.

RESOLUTION 24-12

Establishment of School Zone Speed Limit

May 21, 2024

WHEREAS, there are schools located along Houston County highways within the City of La Crescent; and

WHEREAS, Houston County may establish school zone speed limits in accordance with MN Statutes 169.14, Subd. 5a; and

WHEREAS, a review of the school zone route has been conducted; and

WHEREAS, recommendations for establishing school zone speed limits were made;

NOW THEREFORE, be it resolved that Houston County does hereby agree to the establishment of school zone speed limit postings of “20mph When Children Are Present” at the following locations are hereby approved:

- ☐ On Houston County State Aid Highway 6 from the alley between S 4th St and S 3rd St to the alley between & S 6th St and S 7th St approximately 1,079 feet.
- ☐ On Houston County State Aid Highway 29 from the alley between S 1st St & Main Street to the alley between S 2nd St and S 3rd St, approximately 719 feet.

The County Engineer shall arrange for installation of said signage.

This resolution shall be in full force and effect upon installation of said signage.

*****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 May 21, 2024.

WITNESS my hand and the seal of my office this 21st day of May 2024.

Signed by _____
Interim Houston County Auditor-Treasurer



Date: May 16, 2024

To: Houston County Commissioners & Staff

From: Allison Wagner, Houston County EDA

RE: \$30,000 from Revolving Loan Fund

Background: On May 1, 2024 Bryan Spier and Tracey Knutson requested from the EDA financing to renovate a building located at 138 S. Kinston Street in Caledonia, MN for a meat and deli business called Frank and Julia's. The total project cost for the project is around \$158,000 (not including the already purchased building cost) with the owners injecting \$28,163 in equity in addition to purchasing the building.

The project will create five full time jobs with the prospect of growing and hiring additional part time staff in the future.

Recommendation: After due consideration and discussion, the EDA Board of Directors unanimously passed a motion on May 1, 2024 to recommend that the Houston County Commissioners approve the request for assistance by providing a \$30,000 loan at the 2024 set rate 3.5% and ten year term.

Action Required: A motion made by the Board of Commissioners approving request for assistance by providing a \$30,000 loan.

**HOUSTON COUNTY
AGENDA REQUEST FORM
May 21, 2024**

Date Submitted: 05/16/2024

By: Carol Lapham, Finance Director

CONSENT AGENDA REQUEST

APPOINTMENT REQUEST

DISCUSSION/ACTION REQUEST

Discussion and allocation of ARPA funds

**IT (Milde) – SPLUNK, SERVER, and BOARDROOM
TECHNOLOGY**

Reviewed by:

HR Director

Sheriff

 X

Finance Director

Engineer

 X

IS Director

PHHS

County Attorney

**(indicate
other dept)**

Environmental Svcs

Recommendation:

Decision:

ARPA	TOTAL AVAILABLE			3,612,832	3,612,832	ADJUSTED ALLOCATION		PAID	JE
YEAR	AGENCY	PURPOSE	ALLOCATED	ADJUSTED ALLOCATION	PAID	JE	JE	JE	JE
2021	Houston County PH&HS	Vaccine clinics	28,890	28,890	28,890	JE	28,890	28,890	JE
2021	CCWSCD	Project	40,000	40,000	40,000	JE	40,000	40,000	JE
2022	Houston County Highway	County Projects - Budgeted	566,000	566,000	566,000	JE	566,000	566,000	JE
2022	Houston County Surveyor	Equipment - Budgeted	33,000	32,963	32,963	01-103-000-0000-6610	32,963	32,963	01-103-000-0000-6610
2022	Houston County IT	Servers - Budgeted	62,344	62,344	62,344	01-063-000-0000-6611	62,344	62,344	01-063-000-0000-6611
2022	Brownsville Fire Department	EMS	40,000	40,000	40,000	01-003-003-0000-6812	40,000	40,000	01-003-003-0000-6812
2022	Caledonia Fire Department	EMS	40,000	40,000	40,000	01-003-003-0000-6812	40,000	40,000	01-003-003-0000-6812
2022	Eitzen Fire Department	EMS	40,000	40,000	40,000	01-003-003-0000-6812	40,000	40,000	01-003-003-0000-6812
2022	Hokah Fire Department	EMS	40,000	40,000	40,000	01-003-003-0000-6812	40,000	40,000	01-003-003-0000-6812
2022	Houston Fire Department	EMS	40,000	40,000	40,000	01-003-003-0000-6812	40,000	40,000	01-003-003-0000-6812
2022	La Crescent Fire Department	EMS	40,000	40,000	40,000	01-003-003-0000-6812	40,000	40,000	01-003-003-0000-6812
2022	Spring Grove Fire Department	EMS	40,000	40,000	40,000	01-003-003-0000-6812	40,000	40,000	01-003-003-0000-6812
2022	Caledonia Ambulance	EMS	40,000	40,000	40,000	01-003-003-0000-6812	40,000	40,000	01-003-003-0000-6812
2022	Houston Ambulance	EMS	40,000	40,000	40,000	01-003-003-0000-6812	40,000	40,000	01-003-003-0000-6812
2022	Spring Grove Ambulance	EMS	40,000	40,000	40,000	01-003-003-0000-6812	40,000	40,000	01-003-003-0000-6812
2022	Brownsville First Responders	EMS	5,000	5,000	5,000	01-003-003-0000-6812	5,000	5,000	01-003-003-0000-6812
2022	Eitzen First Responders	EMS	5,000	5,000	5,000	01-003-003-0000-6812	5,000	5,000	01-003-003-0000-6812
2022	Hokah First Responders	EMS	5,000	5,000	5,000	01-003-003-0000-6812	5,000	5,000	01-003-003-0000-6812
2022	La Crescent First Responders	EMS	5,000	5,000	5,000	01-003-003-0000-6812	5,000	5,000	01-003-003-0000-6812
2022	SE MN Emergency Medical Service: EMS	EMS	5,000	5,000	5,000	01-003-003-0000-6812	5,000	5,000	01-003-003-0000-6812
2022	Food Shelf	Caledonia	1,000	1,000	1,000	01-003-003-0000-6812	1,000	1,000	01-003-003-0000-6812
2022	Food Shelf	Hokah	1,000	1,000	1,000	01-003-003-0000-6812	1,000	1,000	01-003-003-0000-6812
2022	Food Shelf	Houston	1,000	1,000	1,000	01-003-003-0000-6812	1,000	1,000	01-003-003-0000-6812
2022	Food Shelf	La Crescent	1,000	1,000	1,000	01-003-003-0000-6812	1,000	1,000	01-003-003-0000-6812
2022	Food Shelf	Spring Grove	1,000	1,000	1,000	01-003-003-0000-6812	1,000	1,000	01-003-003-0000-6812
2022	HC POSSE	Drone	7,500	7,500	7,500	01-003-003-0000-6812	7,500	7,500	01-003-003-0000-6812
2022	RRSWCD	Clean Water	250,000	250,000	250,000	01-003-006-0000-6812	250,000	250,000	01-003-006-0000-6812
2022	Nursing Home	Caledonia	50,000	50,000	50,000	01-003-003-0000-6812	50,000	50,000	01-003-003-0000-6812
2022	Nursing Home	Houston	50,000	50,000	50,000	01-003-003-0000-6812	50,000	50,000	01-003-003-0000-6812
2022	Nursing Home	La Crescent	50,000	50,000	50,000	01-003-003-0000-6812	50,000	50,000	01-003-003-0000-6812
2022	Nursing Home	Spring Grove	50,000	50,000	50,000	01-003-003-0000-6812	50,000	50,000	01-003-003-0000-6812
2022	HC IT	Microsoft Licensing	49,707	47,446	47,446	01-003-003-0000-6288	47,446	47,446	01-003-003-0000-6288
2022	COMMUNITY SERVICES	SEMCAC	50,000	50,000	50,000	01-003-003-0000-6812	50,000	50,000	01-003-003-0000-6812
2022	COMMUNITY SERVICES	ABLE	40,000	40,000	40,000	01-003-003-0000-6812	40,000	40,000	01-003-003-0000-6812
2022	COMMUNITY SERVICES	ICAN	40,000	40,000	40,000	01-003-003-0000-6812	40,000	40,000	01-003-003-0000-6812
2022	COMMUNITY SERVICES	Ability Building Center	40,000	40,000	40,000	01-003-003-0000-6812	40,000	40,000	01-003-003-0000-6812
2022	COMMUNITY SERVICES	Healthy Community Partnerships	20,000	20,000	20,000	01-003-003-0000-6812	20,000	20,000	01-003-003-0000-6812

YEAR	AGENCY	PURPOSE	ALLOCATED	ALLOCATION	PAID	
2022	Houston County PH&HS	EDMS	206,297	206,297	206,297	JE 11-420-600-4800-6615
2022	HOUSTON COUNTY PH&HS	Child Friendly Room	26,711	26,711	26,711	JE 11-430-700-4800-6615
2022	Houston County Env Services	La Crescent Drop Site Gates	10,156	10,156	10,156	01-392-000-0000-6610
2022	HOUSTON COUNTY IT	CJC Wiring	15,450	15,450	15,450	01-063-000-0000-6611
2022	HOUSTON COUNTY SHERIFF	CENTRAL SQUARE	64,294	64,294	32,147	01-201-000-0000-6836
2022	HOUSTON COUNTY SHERIFF	INITIAL COSTS-SPRING GROVE CONTRACT	51,063	51,063	51,063	01-203-000-0000-XXXX
2022	Houston County Sheriff	Posse Shed Electrical-Kish & Sons	5,000	1,527	1,527	01-003-000-0000-6812
2022/2023	Houston County Maintenance	ADA Restrooms	47,089	47,089	47,089	01-112-000-0000-6603
2022/2023	Houston County Personnel	Space Utilization Study	63,130	61,710	61,710	01-003-003-0000-6812
2022	Houston County Sheriff	Radio Replacement - Budgeted	63,500	63,500	28,105	01-201-000-0000-6611
2022	Houston County Maintenance	West Lot Improvements**	230,000	230,000	230,000	01-112-000-0000-6816
2022	HOUSTON COUNTY HIGHWAY	CSAH 6 La Crescent Sidewalk Imp	50,000	50,000		
2022	Houston County IT	Board Room Technology	80,000	80,000		
2023	Houston County Board	SELCO	90,000	90,000	30,000	01-003-003-0000-6812
2023	Houston County Board	Child Care	256,800	256,909	256,908	01-003-003-0000-6812
2023	Houston County Board	Houston County Fair	100,000	100,000	100,000	01-003-003-0000-6812
2023	Food Shelf	Caledonia	1,000	1,000	1,000	01-003-003-0000-6812
2023	Food Shelf	Hokah	1,000	1,000	1,000	01-003-003-0000-6812
2023	Food Shelf	Houston	1,000	1,000	1,000	01-003-003-0000-6812
2023	Food Shelf	La Crescent	1,000	1,000	1,000	01-003-003-0000-6812
2023	Food Shelf	Spring Grove	1,000	1,000	1,000	01-003-003-0000-6812
2023	SEMCAAC	Housing	20,000	20,000	20,000	01-003-003-0000-6812
2023	Houston County Sheriff	Posse Shed Electrical-Highway		1,010	1,010	01-003-003-0000-6812
2023	Sleepy Hollow Chevrolet	PH&HS Car	26,380	26,380	26,345	01-003-003-0000-6812
2023	Sleepy Hollow Chevrolet	PH&HS Car	23,144	23,144	23,144	01-003-003-0000-6812
2023	Tri-State Auto Outlet	PH&HS Car	20,462	20,462	20,462	01-003-003-0000-6812
2024	Houston County Board	SELCO			15,000	01-003-003-0000-6812

TOTAL ALLOCATIONS 3,311,917 3,305,845 3,063,267

AVAILABLE ARPA 300,915 306,987

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SPLUNK@CARAHSOFT.COM

splunk>

TO: Andrew Milde
IT Director
Houston County
304 South Marshall Street
Caledonia, MN 55921 USA

FROM: Noah Adkins
Carahsoft Technology Corp.
Splunk Government Team
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: andrew.milde@co.houston.mn.us

EMAIL: Noah.Adkins@carahsoft.com

PHONE: (507) 725-5838

PHONE: (571) 662-3958

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO: 44911356
QUOTE DATE: 05/03/2024
QUOTE EXPIRES: 06/02/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$57,000.00
TOTAL QUOTE: \$57,000.00

Per Splunk's Partner Program Proof of Sell Through is required
End User PO Number needed at time of purchase < 100K
End User Redacted PO needed at time of purchase > 100K

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
PAYMENT 1					
1	SE-T-LIC-ST	Splunk Enterprise - Term License with Standard Success Plan - 25 GB/day Includes - Support as described at https://www.splunk.com/en_us/support-and-services/support-programs.html and the terms in any other agreement do not apply. Splunk, Inc Start Date: 05/29/2024 End Date: 05/28/2025	\$19,000.00	OM 1	\$19,000.00
PAYMENT 1 SUBTOTAL:					\$19,000.00
PAYMENT 2					
2	SE-T-LIC-ST	Splunk Enterprise - Term License with Standard Success Plan - 25 GB/day Includes - Support as described at https://www.splunk.com/en_us/support-and-services/support-programs.html and the terms in any other agreement do not apply. Splunk, Inc Start Date: 05/29/2025 End Date: 05/28/2026	\$19,000.00	OM 1	\$19,000.00
PAYMENT 2 SUBTOTAL:					\$19,000.00

CONFIDENTIAL

PAGE 1 of 2

QUOTE DATE: 05/03/2024

QUOTE NO: 44911356

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SPLUNK@CARAHSOFT.COM

splunk>

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
PAYMENT 3					
3	SE-T-LIC-ST	Splunk Enterprise - Term License with Standard Success Plan - 25 GB/day Includes - Support as described at https://www.splunk.com/en_us/support-and-services/support-programs.html and the terms in any other agreement do not apply. Splunk, Inc Start Date: 05/29/2026 End Date: 05/28/2027	\$19,000.00	OM 1	\$19,000.00
PAYMENT 3 SUBTOTAL:					\$19,000.00
SUBTOTAL:					\$57,000.00
TOTAL PRICE:					\$57,000.00
TOTAL QUOTE:					\$57,000.00

Splunk Additional Terms to the SLA

By purchasing Splunk's goods or services, Houston County is agreeing to the following Terms:

• Installment Payments: Houston County must pay Carahsoft the Total amount \$57,000; in the following installments:

x Payment 1: \$19,000.00 due NET 30 from the Invoice Date

x Payment 2: \$19,000.00 will be Invoiced 5/29/2025 and due NET 30 from the Invoice Date

x Payment 3: \$19,000.00 will be Invoiced 5/29/2026 and due NET 30 from the Invoice Date

x Failure to pay any installment is a breach of the terms of the Customer Agreement. Any fees paid will be non-refundable

STANDARD TERMS & CONDITIONS

All purchases of Splunk products, services and subscriptions are subject to and governed by the Splunk General Terms at <http://www.splunk.com/GeneralTerms>.

By purchasing any product, service or subscription, you hereby consent to the Splunk General Terms. However, the Splunk General Terms does not apply to the extent there is a separate mutually signed agreement for the relevant Splunk product, service or subscription. Each License in this Order is limited to use within the Capacity purchased. The Capacity limits that are set forth in this Order are further described at https://www.splunk.com/en_us/legal/licensed-capacity.html

Unless stated otherwise above, all prepaid Education and Professional Services must be consumed within 12 months from the date of purchase/invoice. At the end of the 12 month term, any remaining prepaid unused Education and Professional Services will expire. No refunds will be provided for any remaining prepaid unused Education and Professional Services.

On September 26, 2019 support ended for Splunk Enterprise version 7.0. Additionally, with the release of Enterprise version 8.0 support for 6.0.x through 6.6.x will end. Once a software version reaches the End of Support (or, if offered, Limited Support), you will no longer have access to any Splunk technical assistance, product fixes or product maintenance for that version, even if you have an active Support Subscription. Upgrading to the latest Splunk Enterprise version provides uninterrupted Support access. You can find Splunk's Software Support Policy at the following link, https://www.splunk.com/en_us/legal/splunk-software-support-policy.html

Unless otherwise agreed to in an applicable Order, the term license product(s) and/or subscription service(s) purchased herein may be renewed for multiple annual option periods, up to a maximum of 3 option periods.

Each annual option period shall commence immediately upon expiration of the preceding term. The pricing for each annual option period shall increase by 9% compounding annually over the annualized pricing derived from the pricing, exclusive of any one-time discounts, active on the last day of the most recent previous term.

Customer may purchase each option period if, and only if, it purchased the immediately preceding option period. The license products and/or subscription services purchased must be renewed as a bundle and may not be subdivided. Any such option period(s) will be subject to general product availability and must be executed on or before the last day of the expiring term or preceding option period.

All purchases of Splunk Professional Services and Splunk Customer Success Manager Services are subject to and governed by the Splunk Agreement for Professional Services at https://www.splunk.com/en_us/legal/professional-services-agreement.html. Splunk Customer Success Manager Services are also subject to and governed by the Customer Success Manager Data Sheet at https://www.splunk.com/en_us/legal/splunk-customer-success-managers.html. By purchasing any of the foregoing, you hereby consent to the applicable agreement listed above. However, an agreement above does not apply to the extent there is a separate mutually signed agreement for the relevant Splunk product or service.

Disclaimer: Your quote only shows the estimated tax.

CONFIDENTIAL

PAGE 2 of 2

QUOTE DATE: 05/03/2024

QUOTE NO: 44911356



Sales Quote

SOLD BY	SOLD TO
TSG Server & Storage, Inc 855 Village Center Drive #344 St. Paul, MN 55127-3016 Phone: (612) 819-6191	County of Houston 304 S Marshall St Room 108 Caledonia, MN 55921-1389 Attention: Andy Milde Email: andrew.milde@co.houston.mn.us Phone: (507) 725-5838 Fax:

Machine Type	Model	Serial Number	Description	Start Date	End Date	Qty	Price	Extended Price
7D76SYR800	9574118		Lenovo Custom SR650 (2) Xeon Gold 6418Y 24C 256B (2) 240GB M.2 (16) 800GB SSD 10Gb NIC			1.00	\$18,050.00	\$18,050.00
7Q01CTO9WW			Lenovo Premium Essentials HW Warranty 3Yr 24x7x4hr HDR			1.00	\$750.00	\$750.00
564IPX3			Lenovo XClarity Pro w/ 3 Yr SW SnS			1.00	\$0.00	\$0.00

Terms: Net 30

Subtotal: \$18,800.00

Customer P.O.:

Tax Rate: 0.000%

Project #: 2024-0173

Tax Amount: \$0.00

Grand Total: \$18,800.00

This Sales Quote and the purchase of the Item(s)/Service(s) indicated above are subject in all respects to the Terms and Conditions attached. By signing below, Purchaser expressly agrees to the Terms and Conditions

Accepted by TSG Server & Storage, Inc :

Accepted by: County of Houston

Signed By:

Signed By:

Name: Marty Ward

Name: Andy Milde

Title: Account Executive

Title: Houston County IT Director

Date: 04/09/2024

Date:

The following terms and conditions shall apply to such purchase and sale:

1. Applicability

These terms and conditions shall govern the attached sales quote (these terms and conditions together with the sales quote forming the "Agreement") to the exclusion of any other terms and conditions and none of Purchaser's additional or different terms shall apply.

2. Purchase Price; Payment; Taxes

Purchaser agrees to pay the stated price of each item or service, which prices include installation of the item(s) where applicable, but exclude federal, state, or local taxes, customs, duties, charges, consular fees, permit and license fees and any other taxes, fees or expenses which shall be added to the price or billed separately to Purchaser where Seller has the legal obligation to collect or pay such taxes, fees or expenses. Seller shall issue a separate invoice for each delivery of items and/or services under this Agreement. Purchaser shall pay Seller the full amount stated in such invoice within 30 days after the date of Seller's Invoice, in U.S. dollars. Seller reserves the right to charge at any time a monthly service charge of 1 1/2 % or the highest rate allowed by law, whichever is lower, on amounts outstanding more than 30 days from the date of Seller's invoice, effective as of the 31st day from the invoice date.

3. Freight Costs; Delivery; Risk of Loss

Unless the sales quote specifies otherwise: (a) Seller will arrange for packing, insurance, shipment, and delivery of the equipment to Purchaser; (b) all delivery expenses, including transportation, freight, insurance and any other shipping costs, shall be the responsibility of the Purchaser; and (c) selection of carrier and routing of all shipments shall be at Seller's discretion. Seller shall use its best efforts to furnish the items and/or services covered by this Agreement in accordance with the delivery schedule stated in the sales quote; however, Seller shall not be liable for any damages or penalty for delay, for failure to give notice of delay, for failure to perform or deliver, or failure to give notice of non-performance or non-delivery. All risks to the items to be delivered pursuant to this Agreement, including risks of loss or damage in transit, shall be borne by the Seller until the items are delivered to Purchaser notwithstanding Purchaser's obligation to pay shipping and other transportation charges. Purchaser must inspect delivered items and report claims for damages or shortages in writing within five (5) days of delivery or the items shall be deemed irrevocably accepted and such claims shall be deemed waived.

4. Limited Warranty; Remedies

Purchaser acknowledges that Seller is not the manufacturer of the item(s) and expressly waives any claim, including a claim for indemnity, against Seller based upon any infringement or alleged infringement of any intellectual property right of any other person with respect to any item(s). Subject to the terms of this section, Seller warrants to the original purchaser the items sold hereunder to be free from defects in material and workmanship upon delivery and that any services performed hereunder will be done in a workmanlike manner. If such items/services are not as warranted, Seller will, at its option, repair, replace or refund the purchase price of any items/services that prove defective within the warranty period. The warranty period shall be 30 days from the date of shipment of the item or the provision of such services or such shorter period specified on the face of the sale quote applicable to such item or services. This warranty shall only apply if Purchaser (a) notifies Seller of the defect during the applicable warranty period and (b) contacts Seller to obtain instruction for the return or inspection of the item(s).

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING,

WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, INFRINGEMENT AND FITNESS FOR PARTICULAR USE.

In no event shall Seller be liable for any special, consequential, incidental, indirect, punitive, or exemplary damages arising out of this Agreement or the item(s) sold or services provided hereunder, including but not limited to, damages for loss of profits, loss of use, lost data, loss of good will, interruption of business, or any other measure of economic loss, even if Seller has been advised of the possibility of such damages, whether based upon principles of contract, warranty, negligence, tort, breach of statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise. Seller's liability to Purchaser hereunder shall in no event exceed the amount actually received by Seller from Purchaser under this Agreement. Repair or replacement of the item (s)/service(s), or refund of the purchase price, is the Purchaser's exclusive remedy.

5. General

A. The Purchaser is responsible for the accuracy of any equipment configuration provided by the Purchaser and used as a basis to order any item (s) listed. Any additional charges for item(s) or service(s) resulting from inaccuracies in the equipment configuration supplied by Purchaser to Seller will be the sole responsibility of the Purchaser.

B. The Agreement constitutes the entire agreement between Seller and Purchaser and supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter hereof.

C. Each party agrees that when electronic communications are used, they are the equivalent of written and signed documents.

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The parties agree that jurisdiction for the purpose of all issues of law, fact, or equity arising out of this Agreement, or any additions, amendments, or supplements thereto shall be in the state or federal courts located in the State of Minnesota only and venue for the purpose of such proceedings shall be in Hennepin County, Minnesota.

E. Seller shall not be liable for any delays in the delivery of item(s) or service (s), due in whole or in part, directly or indirectly, to fire, act of God, strike, shortage of raw materials, supplies or components, retooling, upgrading of technology, delays of carriers, viruses or electronic sabotage, failure of software or telecommunications infrastructure, embargo, government order or directive, or any other circumstance beyond Seller's reasonable control. Purchaser agrees that Seller shall not be liable for any direct, indirect, consequential, or special damages that may result from any such delays.

F. Title to each item shall pass to Purchaser when Purchaser has made full payment of the purchase price for all items ordered. However, as collateral security for the payments required to be made by Purchaser pursuant to this Agreement, Seller hereby retains a security interest in all of the items to which this Agreement pertains. Purchaser agrees to execute and deliver all financing statements and other instruments and documents as Seller deems necessary to complete, perfect or continue its security interest. This security interest shall terminate at such time as all payments required to be made by Purchaser to Seller under this Agreement pertains to have been made. Seller shall have the right, but not the obligation, to terminate this Agreement and/or repossess the items (without liability to Seller for damages arising from such termination or repossession) for (a) Purchaser's failure to pay any and all amounts due or to perform any of its other obligations under the terms and conditions of this Agreement, (b) the making by Purchaser of any general arrangement for the benefit of creditors or (c) the bankruptcy of Purchaser or filing of any bankruptcy petition by or against Purchaser.



PROJECT PROPOSAL

DATE: May 16, 2024

SUBJECT: Boardroom Technology Update rev2

CONTRACT: UNIVERSITY OF MINNESOTA #U140.7

Houston County

304 South Marshall St

Caledonia, MN 55921

PROJECT ADDRESS:

Houston County

304 South Marshall St

Caledonia, MN 55921

Andrew Milde

507-725-2647

andrew.milde@co.houston.mn.us

PREPARED BY:

EPA Audio Visual, Inc.

7910 Highway 55

Rockford, MN 55373

(763) 477-6931

Account Manager:

Jay Shearer

Systems Engineer:

Matt Peterson

SUBJECT: Boardroom Technology Update rev2*Houston County - Andrew - Boardroom Technology Update - 051624 rev2*

Based on the information given and site visit, we have prepared this proposal to install the audio visual system at Houston County. This proposal includes the scope of work, system costs, standard warranty, scheduling, and implementation.

EPA Audio Visual, Inc. is a premier communication technology integration firm. We specialize in design and design/build A/V solutions as well as A/V technology upgrade solutions for integrated multimedia presentation systems, audio systems, distributed media, video conferencing, and portable systems.

**Project Proposal rev1: 12/08/2022*

***Revision 2, 05/16/2024: Pricing updates, updated Sony display model, changed DMPS backbone to NVS, changed Barco wireless to Crestron, changed gooseneck microphones to Dante version, changed analog DSP to Dante version*

Scope of Work**Boardroom Technology Update:**

During the proposed installation EPA Audio Visual, Inc. will be updating the county boardroom technology presentation system/recording system and web conferencing capabilities.

Video:

- Four (4) Sony 75" displays will be wall-mounted in the room with swing arm mounts; two (2) facing each side of the dais and two (2) for the audience.
- Input sources will include an HDMI laptop location at the dais, HDMI laptop connection at the audience table and an AirMedia wireless presentation system.

Conferencing/Recording:

- Two (2) PTZ cameras will be wall-mounted and will capture the dais/audience locations.
- The cameras will be extended back to the rack and converted to HDMI/USB 3.0 for recording and web conferencing functions.
- Ten (10) Dante networked desktop gooseneck microphones will be installed to provide speech pick-up to the far end during conferencing; seven (7) microphones for the board members and three (3) for the audience table.
- These microphones will also be reinforced into the room during presentation mode only.
- A web conferencing USB bridge system will be installed to combine the rooms camera and audio system into a single USB 3.0 feed for web conferencing.
- The AV bridge system will only connect to the rooms dedicated laptop conferencing device.
- An Extron SMP 351 recorder device will be used to record camera and presentation sources for the purpose of archiving meetings.
- During Zoom or other web conferencing meetings, the laptop that is running Zoom will be the recorded source on the SMP 351.
- A standard PoTs telephone line will be implemented for audio conferencing only.
- Room microphones and speakers will be used to conduct the meeting.

Audio:

- Six (6) ceiling-mounted speakers will distribute speech reinforcement and/or program audio evenly through the space.
- A rack mounted, 4-Channel amplifier will power the speakers within the space.
- Speakers will be set up in three (3) zones and run in a mix/minus scenario to reduce the chance of feedback.

Control:

- A 10" tabletop touch panel will be located at the dais and clerk location.
- Functions will include power on/off, input source selection, camera control, conferencing control and volume control.
- Audio conferencing functions will also be programmed for operation on the touch panel. This will include answering, dialing and volume functions.
- The control system will not be on the customers building network.
- Functionality of the recording system during a web conference meeting will need to be worked out and finalized with the programmer and customer.

Equipment Rack:

- A 20-RU with door, freestanding rack will be located in the room to house the equipment.

Notes:

- *Construction and electrical requirements necessary to complete this project are not included in the proposal. A general and electrical contractor may have to be contracted by the owner.*
- *Due to the size and weight of the displays the owner will need to provide proper support/backing at the wall mount locations to be able to support 300+ lbs.*
- *Customer will need to provide a duplex receptacle at the rack/display locations if not already in place*
- *Customer will need to provide "house" network connections at appropriate locations.*
- *Customer will need to provide conduit/cable pathway for specified locations. Otherwise existing surface mount floor raceway will be re-used.*
- *For proper configuration of web and/or phone conferencing, access to the owner's preferred conferencing software (Teams, Zoom, etc.) and the audio conference call bridge (if used) will be required during EPA's testing and commissioning. If this support cannot be provided at the time of the scheduled installation, return visit(s) and supplementary installation labor will be incurred, at owner's expense, for the amount of time required to finalize the system.*
- *A USB 3.0 capable device (laptop) is required for use of the to-be-installed web conferencing bridge. If this device cannot be provided at the time of the scheduled installation, return visit(s) and supplementary installation labor will be incurred, at owner's expense, for the amount of time required to finalize the system.*
- *EPA is not responsible for the functionality of existing equipment or faulty infrastructure incorporated into the newly installed system.*
- *Electrical requirements and installation will be the responsibility of the owner's general contractor.*

System Implementation

EPA provides a turnkey audio visual system, including equipment, materials, testing, training and warranty. Installation includes engineering, labor, and hardware for display, audio, video, control systems, equipment rack, equipment mounting, plates, panels, connectors and cables. The following items are dependent on project requirements:

Application Engineering:

- Meet with the client's representatives to answer questions during proposal and project reviews.
- Develop and review equipment lists and scope of work to ensure functionality of proposed system.
- Advise conduit and electrical requirements when applicable.
- Review architectural, electrical, and millwork drawings.
- Recommend or review acoustical changes or requirements.
- Provide speaker placement for proper coverage.

Project Management:

- Meetings with client's technical/contract representatives to answer questions and/or resolve issues.
- Coordinate installation process, system implementation, monitoring, and submittal review with client and their contractors.
- Stage equipment and materials at our location.
- Submit owner's manuals and equipment documentation upon request.
- Supervise end user training on systems.

Installation Labor:

- Terminate and label AV system cable that is part of our project.
- Mount/rack AV equipment as specified in the scope of work.
- Adjusting and balancing audio gain settings, equalization, and DSP configuration.
- Assure that the system meets design criteria and functions per the scope of work.
- Site clean-up, disposal of packaging, etc. This does not include existing equipment recycling.
- Pricing is based upon standard business hours of 8:00 a.m. until 4:30 p.m. CST Monday through Friday. Second and third shifts may require additional labor unless a prior agreement has been made.
- Proposed labor assumes all rooms and impacted spaces will be available during the entirety of the project to allow for consecutive scheduling and uninterrupted access.

Exclusions:

- All conduit, high voltage wiring, breakers, relays, boxes, receptacles, etc.
- Building, site construction, or demolition.
- Concrete cutting, core drilling etc.
- Sheet rock replacement or repair necessary for implementation of AV system.
- Ceiling tile or grid work removal or replacement.
- All millwork (moldings, trim, etc.).
- Permits, bid bonds, performance/payment bonds, etc. (unless specified in contract).
- Painting or refinishing necessary for implementation of AV system.

System Costs

The system costs include the provision of equipment, hardware, cable, connectors, etc., as well as all engineering, project management, and field installation labor necessary to provide a complete operational system as described above.

Video Equipment:

Qty	Brand	Model and Description	\$List	%Minus	\$Each	\$Extended
4	Sony	FW-75BZ30L, 75" 4K/UHD HDR Pro Bravia Display 440 nit	2,570.00	17%	2,133.10	8,532.40
4	Chief	TS525TU, Large THINSTALL Dual Swing Arm Wall Mount - 25" Ext.	786.00	32%	534.48	2,137.92
3	Crestron	DM-NVX-E30, NVX 4K60 4:4:4 HDR Network AV Encoder	1,430.00	40%	858.00	2,574.00
5	Crestron	DM-NVX-D30, NVX 4K60 4:4:4 HDR Network AV Decoder	1,430.00	40%	858.00	4,290.00
1	Crestron	AM3-111-KIT, AirMedia Series 3 Kit w/Wireless Adapter	2,450.00	40%	1,470.00	1,470.00
2	Miscellaneous	Laptop w/ Digital Output			OFE	OFE
10	Liberty	HALO-HC02M, 6' High Speed 18G HDMI Cable	28.94	32%	19.68	196.80
2	Liberty	HALO-HC03M, 10' High Speed 18G HDMI Cable	36.98	32%	25.15	50.30

Conferencing Equipment:

Qty	Brand	Model and Description	\$List	%Minus	\$Each	\$Extended
1	Vaddio	999-60320-000, EasyIP Mixer	2,499.00	15%	2,124.15	2,124.15
2	Vaddio	999-30200-000, EasyIP 10 AV-over IP Camera (Black)	3,220.00	18%	2,640.40	5,280.80
1	Vaddio	999-1005-032, USB 3.1 over Cat 6a/7 Extender Kit	1,990.00	15%	1,691.50	1,691.50
1	Extron	60-1324-01, SMP 351 80GB H.264 Streaming Recording Processor	5,540.00	42%	3,213.20	3,213.20
1	Liberty	E-USB3AB-10, 10' 3.0 USB-A to USB-B	10.90	32%	7.41	7.41
2	Liberty	E-USB3AB-06, 6' 3.0 USB-A to USB-B	7.60	32%	5.17	10.34

Audio Equipment:

Qty	Brand	Model and Description	\$List	%Minus	\$Each	\$Extended
10	Audio Technica	ATND8677a, Dante Microphone Desk Stand	549.00	19%	444.69	4,446.90
10	Audio Technica	U859QL, Cardioid Condenser 18' Gooseneck Microphone	149.00	19%	120.69	1,206.90
1	Crestron	AMP-X300, 4-Channel Modular Amp 300W 4/8Ω or 70V	880.00	40%	528.00	528.00
6	Crestron	SAROS IC6T-W-T-EACH, Saros® 6.5" 2-Way Ceiling	254.00	40%	152.40	914.40
1	Biamp	TesiraFORTÉ DAN VT, DSP: 12(AEC) in x 8 out w/ Phone & SIP VoIP	5,170.00	39%	3,153.70	3,153.70

Media Control System:

Qty	Brand	Model and Description	\$List	%Minus	\$Each	\$Extended
1	Crestron	CP4N, 4-Series Control System® Dual LAN	3,080.00	40%	1,848.00	1,848.00
2	Crestron	TS-1070-B-S, 10" Tabletop Touch Screen (Black)	3,268.00	40%	1,960.80	3,921.60
1	Netgear	GSM4230P, 26-Port/24 PoE+ (300W) Gigabit Managed Switch	1,871.91	30%	1,310.34	1,310.34

Equipment Rack:

Qty	Brand	Model and Description	\$List	%Minus	\$Each	\$Extended
1	Middle Atlantic	BRK20-22, 20-Space Laminate Equipment Rack	460.00	36%	294.40	294.40
1	Middle Atlantic	RK-GD20, Glass Front Door	319.00	36%	204.16	204.16
2	JuiceGoose	JB11-15A-EPA1, Rack Mount Power Strip	134.90	22%	105.22	210.44
3	Middle Atlantic	UFA-8-F1, 1RU 8"D RackShelf w/ 1RU Faceplate	84.50	36%	54.08	162.24
1	Miscellaneous	UFA-8-F2, 2RU 8"D Rackshelf w/ 2RU Faceplate	89.00	36%	56.96	56.96
1	Middle Atlantic	TW12, Velcro® Cable Strap (Qty: 12)	25.00	36%	16.00	16.00

Summary	\$Totals
Equipment Total:	49,852.86
Installation Materials:	3,550.00
Installation Labor/Project Management:	17,205.00
Custom Programming:	5,236.00
Design/Engineering:	1,785.00
Shipping:	2,495.00
Project Total:	80,123.86

- Sales Tax not included, if applicable.
- This proposal is valid for 30 days. Thereafter it is subject to change.
- Proposed labor assumes all rooms and impacted spaces will be available during the entirety of the project to allow for consecutive scheduling. Change Orders will be executed if a project PO is already issued and changes to the schedule occur.

Payment Schedule

All payments are due Net-30 days from date of delivery on equipment with an active account. All others will be required to pay fifty percent (50%) upon order and the balance at completion of the project. If there is a delay in scheduling due to room availability, electrical, construction, etc., equipment will be billed at that time. Should delays occur with specific products from our vendors preventing the completion of a project, delivery and partial billing of any received equipment and/or labor shall occur or could be subject to manufacturer price increase. Payment(s) can be made in the form of EFT's, Check or Credit Card. If a Credit Card is used, it must be presented at the time of order and will be subject to a 3% processing fee. Credit Cards may not be used after a project has been invoiced on Net terms.

Remit and Order Address: (All payments must be mailed to address below)

EPA Audio Visual, Inc.
7910 State Hwy 55
Rockford, MN 55373

All Purchase Orders should be submitted to: Orders@epaaudio.com | (763) 477-4395 Fax

Standard Warranty

- EPA warrants the audio visual system furnished to be free from defects in workmanship (i.e. cables, connections, structures) failure for a period of one (1) year from the date of acceptance or first beneficial use, whichever occurs first. Warranty service for such defects will be handled in a reasonable and timely manner from the time of notification to EPA by the owner or their agent.
- Warranty applies only to equipment sold on contract through EPA Audio Visual, Inc. and does not include existing or owner-furnished equipment.
- EPA will provide a 24-hour support phone number. It will be determined at the time of the call if a service technician will be required to make a service call. If a service call is needed, a service technician will be sent to the owner's location within a reasonable amount of time.
- Warranty period on equipment shall start on the day of installation of equipment.
- Manufacturer's equipment warranties are of varying lengths (usually 90 days to 3 years).
- EPA will warrant equipment for the term established by the manufacturer.
- Warranty does not apply to any product that has been subject to misuse, neglect, accident, changes in external or internal settings, reconfiguration of the wiring, or operational error.
- Owner changes to network, computers, peripherals, voice/video servers, or infrastructure requiring the reconfiguration of the audio visual equipment after system deployment is not covered under the standard warranty.

Implementation Team

Jay Shearer, (763) 477-6931 will serve as your **Account Manager** and will provide primary coordination of systems and equipment recommendations and pricing for the project.

Matt Peterson, (763) 477-6931 will serve as **Project Engineer** and will oversee the various disciplines within the EPA team.

Other members of the EPA technical and administrative staff will be utilized as required for the project.

Summary

We are confident that our participation in your project will contribute to its success. We appreciate the opportunity to submit this proposal package and look forward to your authorization to proceed.

Sincerely,



Jay Shearer
Regional Sales Manager
EPA Audio Visual, Inc.

Customer or Authorized Representative:

Your signature below acknowledges you have read and agree to the stated proposed information and authorize EPA Audio Visual, Inc. to proceed with the project.

Signature

Print Name

Title

Date

Project Total: \$80,123.86

- ***Sales Tax not included, if applicable.***
- ***This proposal is valid for 30 days. Thereafter it is subject to change.***

Houston County - Andrew - Boardroom Technology Update - 051624 rev2

Copyright Notice: EPA hereby authorizes duplication of this material to the extent necessary in connection with the implementation and use of the system. However, any other duplication of this material in any form or format including, but not limited to, use for purpose of re-bidding the work with a competitor of EPA cannot be made without the advanced written permission of EPA.

- This proposal including its system design, function, and programming are solely owned by EPA.
- Copyright pertains to equipment list, design, function, drawings, graphics, overlays, programming, layouts etc. related to this proposal.
- Duplication includes photocopies, facsimiles, electronic transfer, etc.
- If extra copies of the document or drawings are necessary, a written request can be made to EPA Audio Visual, Inc.

Auditor Warrants 5/15/2024

Lynn Colsch

Thu 5/16/2024 11:09 AM

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

REVIEW LICENSE CENTER PAYMENTS

2024/05/15 AUDITOR WARRANTS

VENDORNAMEATPAYMENT	AMOUNT
MINNESOTA ENERGY RESOURCES	4,082.71
WINONA COUNTY PLANNING & ZONING	5,824.57
	9,907.28
7 VENDORS PAID LESS THAN \$2000.00	4,431.30
	<u>14,338.58</u>

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

Phone 507-725-5825

Commissioner Warrants 2024/05/21

Lynn Colsch

Thu 5/16/2024 11:11 AM

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

2024/05/21 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
ACENTEK	7,356.24
ACI	2,500.00
CALEDONIA SNO GOPHERS CLUB	11,920.41
CEN TEC CAST METAL PRODUCTS	2,795.16
COMPUTER FORENSIC SERVICES LLC	8,157.84
ENTERPRISE FM	16,645.97
EVERETT LAW LLC	2,215.00
HOUSTON COUNTY TREASURER	29,339.01
HOUSTON-MONEY CREEK SNOWMOBILE CLUB	5,711.42
KARPEL SOLUTIONS	51,711.58
LA CRESCENT TRAIL	4,379.93
MIENERGY COOPERATIVE	2,202.88
MN STATE TREASURER	3,257.50
MURPHY & ROVERUD LLP	2,535.00
NEWMAN SIGNS INC	33,889.88
RICHARD'S SANITATION LLC	23,867.90
SKYLINE SALT SOLUTIONS	47,808.30
SOUTHEAST MN PUBLIC INTEREST	5,655.00
STATE OF MINNESOTA	2,600.50
STONEBROOKE ENGINEERING INC	6,082.59
VIKING RIDGE RIDERS	4,912.53
WEX BANK	9,368.21
	<hr/>
	284,912.85
62 VENDORS PAID LESS THAN \$2000.00	21,443.61
	<hr/>
	306,356.46
PUBLIC HEALTH & HUMAN SERVICES	111,150.27
	<hr/>
	<u>417,506.73</u>

Lynn Colsch
Finance Clerk
Houston County

5/16/24, 3:43 PM

Mail - BOC@co.houston.mn.us

304 South Marshall Street
Caledonia MN 55921

Phone 507-725-5825