

## PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: December 3, 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, Interim Administrator Carol Lapham, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pogleasa, Human Resource Technician Ann Diersen, Recorder Mary Betz, and Jessica Heberlein

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Burns, seconded by Commissioner Severson motion unanimously carried to approve the meeting minutes from November 26, 2024.

Public Comment:

None.

### APPOINTMENTS

Jessica Heberlein from the Houston County Agriculture Society presented the society's balance sheet and reported on the 2024 Houston County Fair. She said the fair had been a success and the turnout had been high. She said attendance was up including at grand stand events, and community sponsorship had also increased. She said they had been able to get a carnival to attend. Heberlein thanked the board for their support, and they thanked her and the fair volunteers for all their work.

At 10:21 a.m. motion was made by Commissioner Myhre, seconded by Commissioner Burns motion unanimously carried to go into closed session pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to

179A.25. The Commissioners, Interim Administrator Lapham, and Interim Auditor/Treasurer Heberlein attended the session.

At 10:45 a.m. motion was made by Commissioner Myhre, seconded by Commissioner Burns motion unanimously carried to go back into regular session. Lapham said they had discussed labor negotiations, including negotiation strategies and developments. She said no official action was taken.

#### CONSENT AGENDA

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

- 1) Approve a request from Amelia Meiners to carry over her entire accrued vacation balance into 2025 with the understanding that the amount exceeding the carry over limit (approx. 40 hours) will be used prior to April 1, 2025.

#### ACTION ITEMS

File No. 1 – The Commissioners discussed with Interim Administrator Lapham the possibility of hiring a temporary employment agency to help fill some open County positions in the interim that were currently being advertised, but had not received any applicants. The positions included those in the auditor/treasurer office and zoning office. It was the general consensus of the Commissioners to have Lapham look into hiring a temp agency. Lapham asked the Commissioners to revisit the HR job description, and said the Human Resources Technician position should be looked at to better reflect the duties and projects that were being worked on. Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to approve the updated HR job description that would be advertised to fill the vacant position in the office. Lapham asked the Commissioners to consider approving a County Administrator job description that encompassed all the duties. It was the general consensus of the Commissioners to table the administrator job description until the next regular meeting after it could be further reviewed.

File No. 2 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to re-allocate some ARPA funds. The funds to be reallocated included a total of \$85,395. The funds were originally going to be used for a CSAH 6 La Crescent Sidewalk Improvement (as a grant match), and radio replacements, but those items had not yet come to fruition. For the time being those funds would be added back into the total available ARPA left available and unallocated.

File No. 3 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to approve 2024 budget adjustments to facilitate 2025 final budget review prior to adoption.

File No. 4 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to approve the 2025 Non-Represented Pay Grid.

File No. 5 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to review and approve payments. Payments are below.

**2024/11/22 AUDITOR WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
DIERSEN/JOHN	4,000.00
HARMS/CHAD	2,200.00
HEIM-WELCH/JOANNE M	2,200.00
HEIN/TODD JAY	3,859.00
IOWA DNR STATE FOREST NURSERY	2,425.00
KING/LUKE	2,200.00
LYNCH/BENJAMIN FRANCIS	5,901.62
MIERAU/ROBERT	8,560.00
NELSON/CECIL	15,400.00
OLMSTED SWCD	12,210.37
OWL BLUFF FARM LLC	3,979.31
PETERSEN/DAVID	2,000.00
PETERSON COMPANY LTD	5,000.00
POHLMAN/ARLYN DALE	2,000.00
SCHAFFER/JOYCE	109,251.50
SCHULLO/TRAVIS	4,550.00
SE SWCD TECHNICAL SUPPORT JPB	2,016.10
SPEVACEK/PHILIP	2,200.00
TOSTENSON/BRAD	28,440.00
TWIN CREEKS GOLF INC	33,849.00
VAN GUNDY/LARRY C & PATRICIA M	7,398.00
WIEBKE FEEDLOT LLC	4,520.00
WINONA COUNTY PLANNING & ZONING	5,284.56
	<u>269,444.46</u>
43 VENDORS PAID LESS THAN \$2000.00	<u>15,717.07</u>
	<u><u>285,161.53</u></u>

**2024/12/03 COMMISSIONER'S WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
DELTA DENTAL	6,622.60
HOSKINS ELECTRIC INC	2,148.76
INTERSTATE BILLING SERVICES	3,674.00
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	26,550.00
LIBERTY TIRE RECYCLING LLC	3,221.20
MEDICA	189,124.96
MN LIFE INSURANCE COMPANY	2,519.72
VERIZON WIRELESS	3,403.37
WITHERSPOON/BRANDACE A	2,940.00
	<u>240,204.61</u>
23 VENDORS PAID LESS THAN \$2000.00	<u>10,149.57</u>
	<u>250,354.18</u>
PUBLIC HEALTH & HUMAN SERVICES	<u>7,915.24</u>
	<u><u>258,269.42</u></u>

Public Comment:

None.

**DISCUSSION ITEMS**

Commissioners discussed recent and upcoming meetings including a Joint Board of Health, Hiawatha Valley Mental Health, Zoning, Wildcat, and AMC meeting.

There being no further business at 10:24 a.m., a motion was made by Commissioner Severson seconded by Commissioner Myhre motion unanimously carried to adjourn the meeting. The next meeting would be a special meeting on December 11<sup>th</sup>, at 3:00 p.m for a cannabis hearing. The next regular board meeting would be on December 17, 2024.

**BOARD OF COUNTY COMMISSIONERS**

HOUSTON COUNTY, MINNESOTA

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

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

REGULAR SESSION—December 3, 2024

Carol Lapham, Interim Administrator

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

Date: December 11, 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, Interim Administrator Carol Lapham, The Caledonia Argus Associate Editor Olivia Schmidt, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, Attorney Samuel Jandt, Environmental Services Director Amelia Meiners, Franklin Hahn, Linda Norlien, Brent Welch, Sara Welch, Caledonia Clerk/Administrator Jake Dickson, Kurt Zehnder, Bob Hanson, and Yvonne Krogstad

Board Special Meeting

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Commissioners discussed possible changes to the proposed ordinance regulating cannabis businesses with Attorney Jandt and Environmental Services Director Meiners.

### **APPOINTMENTS**

A public hearing was held regarding the County's intent to adopt an ordinance regulating cannabis businesses.

Brent Welch made a public comment saying he was concerned with businesses being chosen using a lottery system, as he had invested time and money into his business in Houston County. He also said temporary cannabis events were often used to educate and inform the public. He was in favor of the County allowing temporary cannabis events.

Franklin Hahn said after listening to the discussion he wondered "what happened to free enterprise". He said the County did not limit restaurants or hardware stores. He also asked if four businesses were allowed in the County if one business could buy the others out.

After hearing the public comments the public hearing ended.

A revised ordinance regulating cannabis businesses would be on the agenda for the board to consider approving at a future meeting.

There being no further business at 4:05 p.m. a motion was made by Commissioner Severson seconded by Commissioner Burns motion unanimously carried to adjourn the meeting. The next regular board meeting would be on December 17, 2024.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

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

Attest: \_\_\_\_\_  
Carol Lapham, Interim Administrator

# Houston County Agenda Request Form

**Date Submitted:** December 11, 2024      **Board Date:** December 17, 2024

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

**Issue:**

Houston County is required to have at least one public information meeting annually on the MS4 Permit affecting the La Cresent MPO area.

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

## Public Hearing Notice.

**Justification:**

**Action Requested:**

Public Information Meeting at 9:30 a.m. during the Board meeting to allow the public an opportunity to comment on the County's Stormwater Pollution Prevention Program for the La Crescent area.

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

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



NOTICE OF PUBLIC HEARING  
STORMWATER POLLUTION PREVENTION PROGRAM  
MS4 (MUNICIPAL SEPARATE STORM SEWER SYSTEM)

PLEASE TAKE NOTICE:

Notice is hereby given that the Annual Public Information Meeting on Houston County's Stormwater Pollution Prevention Plan (SWPPP) will be held on Tuesday, December 17, 2024, at 9:05am in the Houston County Commissioner's Room, City of Caledonia, Minnesota. General information on permit activities and coverage will be presented and discussed.

All persons having an interest in the matter are invited to attend the hearing.

Copies of the current MS4 Permit Coverage Letter and MS4 Notice of Coverage are available on the County's website: [www.co.houston.mn.us/departments/highway](http://www.co.houston.mn.us/departments/highway).

HOUSTON COUNTY HIGHWAY DEPARTMENT

By Brian Pogodzinski  
County Highway Engineer

ADV: December 4, 2024

**HOUSTON COUNTY  
AGENDA REQUEST  
December 17, 2024**

**Date Submitted: December 12, 2024**

**By: Ann Diersen, HR Tech**

**ACTION**

- **Consider reappointing Joshua Gran to the Planning Commission for a 3-year term beginning in January 2025 and ending December 31, 2027.**
- **Consider approving the initiation of a competitive internal search for the position of Survey Crew Chief (B31) (Pursuant to IUOE CBA)**
- **Consider approving the initiation of a competitive external search for the position of Survey Crew Chief in the event no internal applications are received during the 5-day internal posting period.**

**APPOINTMENT REQUEST**

- **Present 2024 Employee Recognition Awards**

**HR CONSENT AGENDA REQUEST**

**Public Health & Human Services**

- **Hire Morgan Solie as a 1.0 FTE probationary Social Worker (C41, Step 1), effective December 18, 2024, conditioned upon successful completion of a background check.**

**CC:**

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

## 2024 Employee Recognition Awards

### 45 Year Awards

Cindy R Augedahl 3/12/1979

Carrie L O'Heron 6/25/1979

### 40 Year Award

Carol A Lapham 9/17/1984

### 35 Year Awards

Liza R Jandt 9/19/1989

Tammy A Mauss 3/14/1995 Includes Non-Consecutive

Thomas N Peter 5/8/1989

### 25 Year Awards

Mark A Olson 8/3/1999

### 20 Year Awards

Lori R Feldmeier 4/26/2004

Jonathan A Kulas 4/26/2004

### 10 Year Award

Jennifer K Daley-Oakes 6/5/2014

Melissa L Jordan 7/28/2014

Alexander J Bird 9/8/2024

Jordan S Goeden 10/27/2014

**Agreement**  
**Between the Regents of the University of Minnesota**  
**And**  
**Houston County, Minnesota**  
**For providing Extension programs locally and**  
**employing Extension Staff**

**This Agreement** ("Agreement") between the County of Houston, Minnesota ("County") and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 ("University") is effective January 1, 2025, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2025 and ending on December 31, 2027, unless earlier terminated as provided in paragraphs 9 and 10.

**WITNESSETH:**

**WHEREAS**, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

**WHEREAS**, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University's Director of Extension, or the Director's designee, as identified in Minn. Stat. §38.36, Subd. 3; and

**WHEREAS**, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

**WHEREAS**, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

**NOW THEREFORE**, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment the University's state-wide Extension programs (Programs) as detailed in Exhibit A, Table A. Exhibit A also details the University-hired administrative support specialists, short-term temporary casual program staff, and the

grant/partner-funded positions that the County supports. Program deliverables are listed in Exhibit B.

2. County recognizes that University costs for supporting these Programs and positions increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University agrees to hire, schedule, pay, and evaluate employees. University employees will follow University policies, procedures, contracts and labor agreements. University will provide salary and fringe benefits for the positions and, following University personnel guidelines, University will determine the salary adjustment of each University Extension employee. University will provide employee supervision, staff development, and performance management. University also agrees to provide Program leadership, connections to University research, enhanced programming from state/regional Extension employees, oversight for risk management and contract management, and payroll and accounting services, including reimbursing employees for business travel.

4. County agrees to provide local support in the form of a county-hired administrative support specialist or to contract with the University for administrative support. The County also agrees to provide office space, office furnishings, telephone, computer and printer, software, internet service, storage space, and general office supplies for the positions listed on Exhibit A. The University will recommend administrative support specialist responsibilities and technology needs (Exhibit C). Nevertheless, the County will determine the level of availability and type of local support as established in the annual budget.

5. University will bill the County quarterly and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County for the Program and University hired administrative support specialist positions shall be billed and paid in four (4) equal quarterly payments. University will bill the County for short-term temporary casual positions as outlined in Exhibit A.

6. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the Program with regional educators and/or temporary employees with the involvement and concurrence of the County. The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees. If the Program is reduced during a leave of absence, the University and County will mutually agree to the amount the invoice should be adjusted.

7. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired Program and position, University will hire new personnel with the involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the Program during the hiring process, the County will be billed at the contract price.

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.37. The County Extension Committee will have the option to provide input to University on Programs as part of the University's annual Program evaluation. County and University will work together to address Program concerns. Program or personnel issues that cannot be resolved locally, should be addressed with the supervisor (Exhibit D - Org. Chart).

9. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the Program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of ninety (90) days prior notice if either party desires a change in Programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

10. If University or the County in good faith determines that funding is no longer available to support the Programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days' prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County: Houston County Commissioners  
304 South Marshall Street  
Caledonia MN 55921

If to University: University of Minnesota  
Minnesota Extension  
Attn: Dean Beverly R. Durgan  
240 Coffey Hall  
1420 Eckles Avenue  
St. Paul, MN 55108  
E-mail: mnext@umn.edu

11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

14. With respect to their obligations under this Agreement, the University and the County are committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

*– Signature Page Follows –*

**IN WITNESS WHEREOF**, the parties by their respective authorized agents or officers have executed this Agreement.

**County of Houston**

BY \_\_\_\_\_  
Chair, County Board of Commissioners

DATE \_\_\_\_\_

Approved as to form:

BY \_\_\_\_\_  
County Attorney

DATE \_\_\_\_\_

**Regents of the University of Minnesota**

BY \_\_\_\_\_  
Dean, University of Minnesota Extension

DATE \_\_\_\_\_



**Agreement between the Regents of the University of Minnesota through its Extension  
And Houston County, Minnesota**

**Exhibit A: Extension Programs and Positions Supported by the County  
Decrease Youth Development to 0.75 FTE**

The County has agreed to support the following University of Minnesota Extension Programs and positions. Package prices are based on a three-year commitment unless otherwise noted.

**Table A: Programs**

County agrees to provide the funds identified below to augment the following Extension Programs and positions. Package prices include salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Program/Position	2025		2026		2027	
	FTE	Price	FTE	Price	FTE	Price
Extension Educator, Youth Development	0.75	\$75,000	0.75	\$77,250	0.75	\$79,575
Extension Educator, Agriculture & Natural Resources	0.5	\$50,000	0.5	\$51,500	0.5	\$53,050
<b>Total</b>		\$125,000		\$128,750		\$132,625

**Agreement between the Regents of the University of Minnesota through its Extension  
And Houston County, Minnesota**

**Exhibit A: Extension Programs and Positions Supported by the County  
Maintain Staffing Level**

The County has agreed to support the following University of Minnesota Extension Programs and positions. Package prices are based on a three-year commitment unless otherwise noted.

**Table A: Programs**

County agrees to provide the funds identified below to augment the following Extension Programs and positions. Package prices include salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Program/Position	2025		2026		2027	
	FTE	Price	FTE	Price	FTE	Price
Extension Educator, Youth Development	1	\$100,000	1	\$103,000	1	\$106,100
Extension Educator, Agriculture & Natural Resources	0.5	\$50,000	0.5	\$51,500	0.5	\$53,050
<b>Total</b>		\$150,000		\$154,500		\$159,150

# **Agreement between the Regents of the University of Minnesota through its Extension And Houston County, Minnesota**

## **Exhibit B: Program Deliverables**

The University of Minnesota Extension offers the County four options for augmenting Extension programming locally. Deliverables within a county depend on the Program(s) selected (Exhibit A - Table A) and the level of investment in the Program.

### **4-H Youth Development:**

1. The county 4-H program will be delivered to promote youth learning, leadership and service with research-based curricula and educational methods.
2. All 4-H'ers will have opportunities to showcase their learning, leadership and service at public events.
3. All 4-H'ers will have opportunities to participate in regional, state and national 4-H programs and events.
4. A volunteer system will be in place to recruit, train and engage adults to support the delivery of the county 4-H program.
5. Community needs and opportunities will be discussed and 4-H program plans, program calendar, impact reports and other communications will be shared with the County Extension Committee, 4-H membership and families, and other stakeholders.

### **Agriculture, Food and Natural Resources:**

1. Extension educators will provide customized, research-based resources and education to meet identified County needs.
2. Extension educators will provide agricultural, horticultural, and natural resource adult education that is reliable and practical, using a variety of delivery methods/platforms.
3. Extension educators will provide technical assistance (phone, online, in-person) for homeowners and farmers.
4. Extension Master Gardener Volunteer Program coordinators will guide county volunteers in volunteer recruitment, training, and program delivery, with a focus on sharing research-based horticultural knowledge and practices, cultivating diverse collaborations, supporting project-based volunteer activities and inspiring change.
5. Extension educators and program coordinators will discuss county needs and share program goals, impact reports, calendar of events, newsletters, and other communications with the County Extension Committee and other stakeholders.

**Family, Health and Wellbeing:**

1. Extension Educators and SNAP Ed/EFNEP Health and Wellness Coordinators will promote health through education in family nutrition, family resource management/finances, family mental health, substance use and recovery, and/or parent education.
2. Extension Educators and SNAP ED/EFNEP Health and Wellness Coordinators will work with, adapt, and deliver programs for new, diverse, and historically underserved audiences.
3. Extension educators will develop, train, consult, implement, and evaluate educational programs based in scholarly/scientific research and community needs/assets.
4. Extension Educators will conduct applied research in collaboration with campus faculty and county partners, if applicable to local needs and demographic trends.
5. Extension will communicate with the County Extension Committee and other stakeholders by discussing community needs, sharing program goals to meet community needs, sharing impact reports, and discussing feedback for future programming.

**Community Development:**

1. Extension Educators will work with community leaders, including the County Extension Committee, to engage different segments of the community to understand and assess the issues affecting their community and its development.
2. Extension Educators will facilitate the development of an annual community development action plan that guides educational programming and applied research for the county on an annual basis and contributes to the development of a core \set of community development resources for the county.
3. Extension Educators will facilitate and support access to community development educational programming in the county such as programs in leadership development, tourism, entrepreneurship, workforce development, placemaking, and others tailored to the needs of the county.
4. Extension Educators will coordinate applied research programs that examine issues of community and economic development that help community leaders better understand these issues and inform actionable responses.
5. Extension Educators will evaluate the short and long-term impacts of community development programming in the county and share this information with the County Extension Committee and other stakeholders.

# **Agreement between the Regents of the University of Minnesota through its Extension And Houston County, Minnesota**

## **Exhibit C: University Recommendations**

The County will determine the level of availability and type of local support as established in the annual budget. Per the Memorandum of Agreement, paragraph 4, the University offers the following recommendations for the time and responsibilities of county-hired administrative support specialists; and, technology support for Extension employees located in county Extension offices.

### **1. Technology recommendations for Extension employees located in county Extension offices**

- Hardware: Laptop computer; keyboard and mouse; monitor; docking station; camera with microphone; and, printer or access to a shared printer for each employee.
  - A laptop computer is recommended over a desktop computer for ease of use offsite (e.g. county fair; programs)
- Software: Allow for installation, use, and updates to University-provided software on county hardware and networks: Google Workspace; Microsoft Office; Web Conferencing (e.g. Zoom); 4HOnline
  - Google Workspace is used by the University for email, shared calendars, online document editing and storage, and quick connections by chat or video.
  - Microsoft Office is used to create documents, spreadsheets, and presentations.
  - Web Conferencing tools, like Zoom, are used by the University for regularly scheduled internal and external meetings and training (e.g. updates on 4honline and fair entry software).
  - 4-HOnline is an online member enrollment and event management software used by Minnesota 4-H.
- Website Access:
  - University and Extension web pages are used for internal communication, accessing resources for program participants, and updating county websites.
- Social Media Access
  - Facebook and X (formerly Twitter) are used for promoting programming to the public, including 4-H members and volunteers.
- Access to electronic county forms/documents required for the position.
- Support from County IT.

## **2. Recommendations for time and responsibilities of county-hired administrative support specialists**

- A minimum of 20 hours/week/year round (1040 hours) of support is recommended with additional hours needed as the size and scope of Programs increase.
- University-hired Administrative Support Specialist position description, copied below, is an example of tasks to be completed by a county-hired administrative support specialist.

### **Example Position Description Extension Administrative Support Specialist**

An Extension Administrative Support Specialist provides day-to-day operations including customer service and administrative support for all county Extension programs and activities. This position provides support for 4-H, Master Gardeners, Agriculture and Natural Resources, and SNAP Ed.

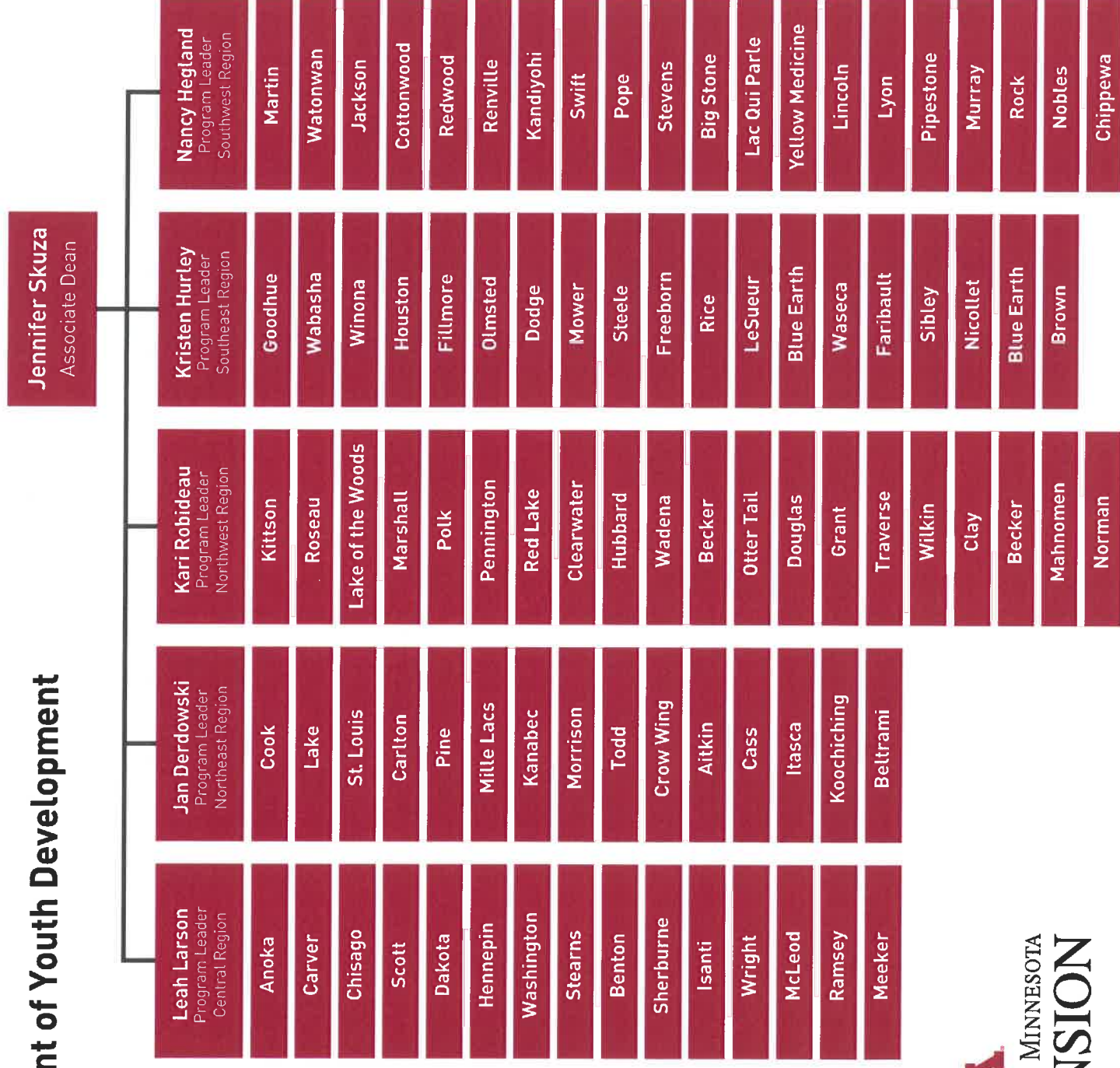
#### **County Program Support**

- Assists Extension staff in planning and developing resources and events.
- Assists in communicating Extension programs through website updates, social media, listservs, newsletters, and print and radio media.
- Helps to ensure Extension is adhering to applicable county and University policies.
- Provides direct and back-up support for the county 4-H program.
- Provides backup and backfill assistance for similar programs.

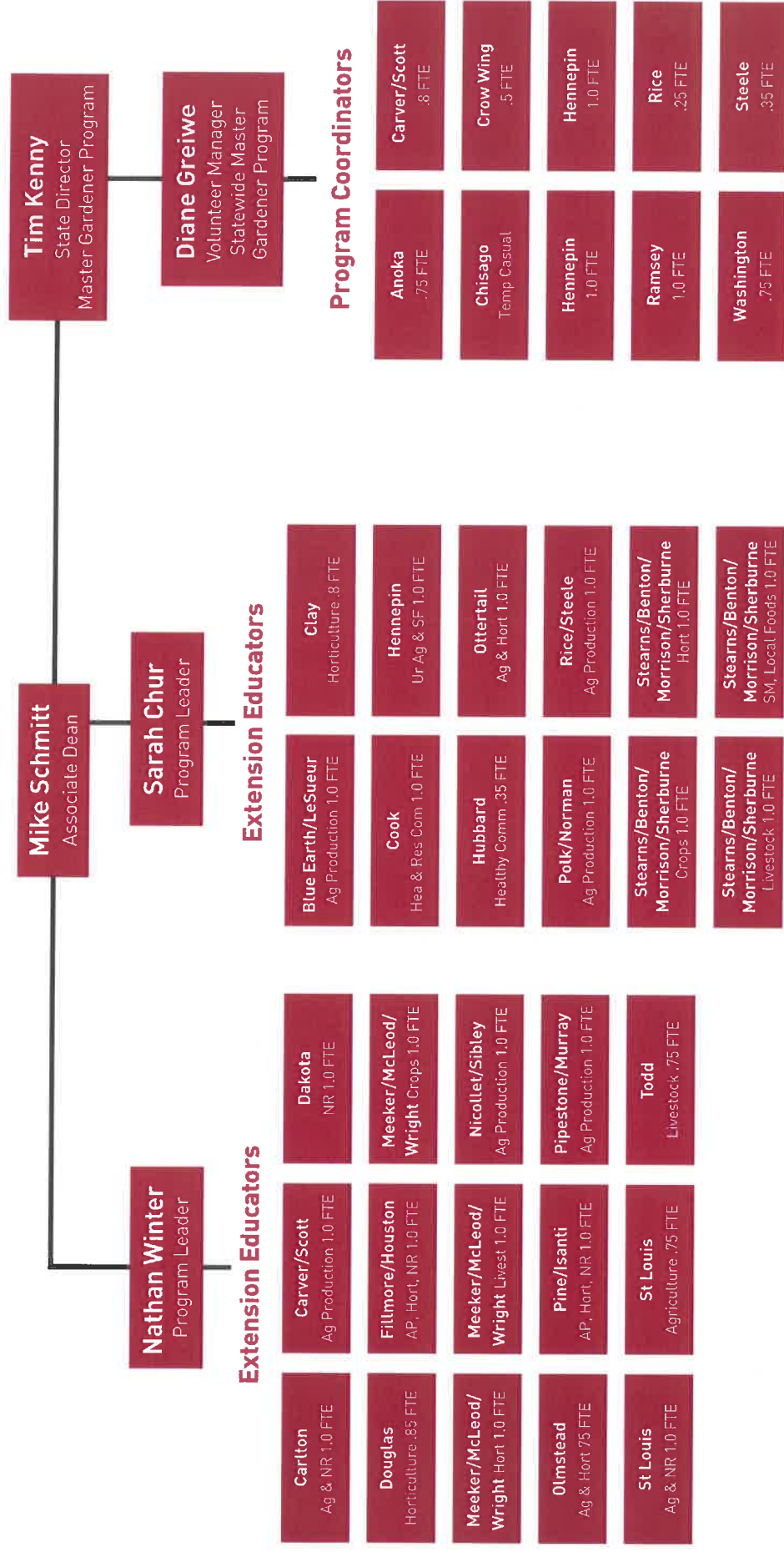
#### **Office and General Administration**

- Operates and maintains general office equipment; consults with IT as appropriate.
- Orders, maintains, and manages office supplies and publications for the department.
- Processes office mail.
- Maintains schedule for office meeting rooms.
- Participates in training, professional staff development, and conferences.
- Point of contact for the county Extension office; receives, greets, and responds to requests; provides resources and referrals to questions and distributes requests/messages to correct parties.
- Provides clerical and technical office support for all Extension programs and staff.
- Assists with creating and modifying electronic documents, brochures, program fliers, posters, reports, and correspondence. Prints, scans, and files materials.
- Provides support to the county Extension committee.
- Administers Extension Office accounting activities including deposits, accounts payable, and processing invoices and vouchers for payment reviews financial statements monthly.

# Department of Youth Development



# Department of Agricultural and Natural Resource Systems

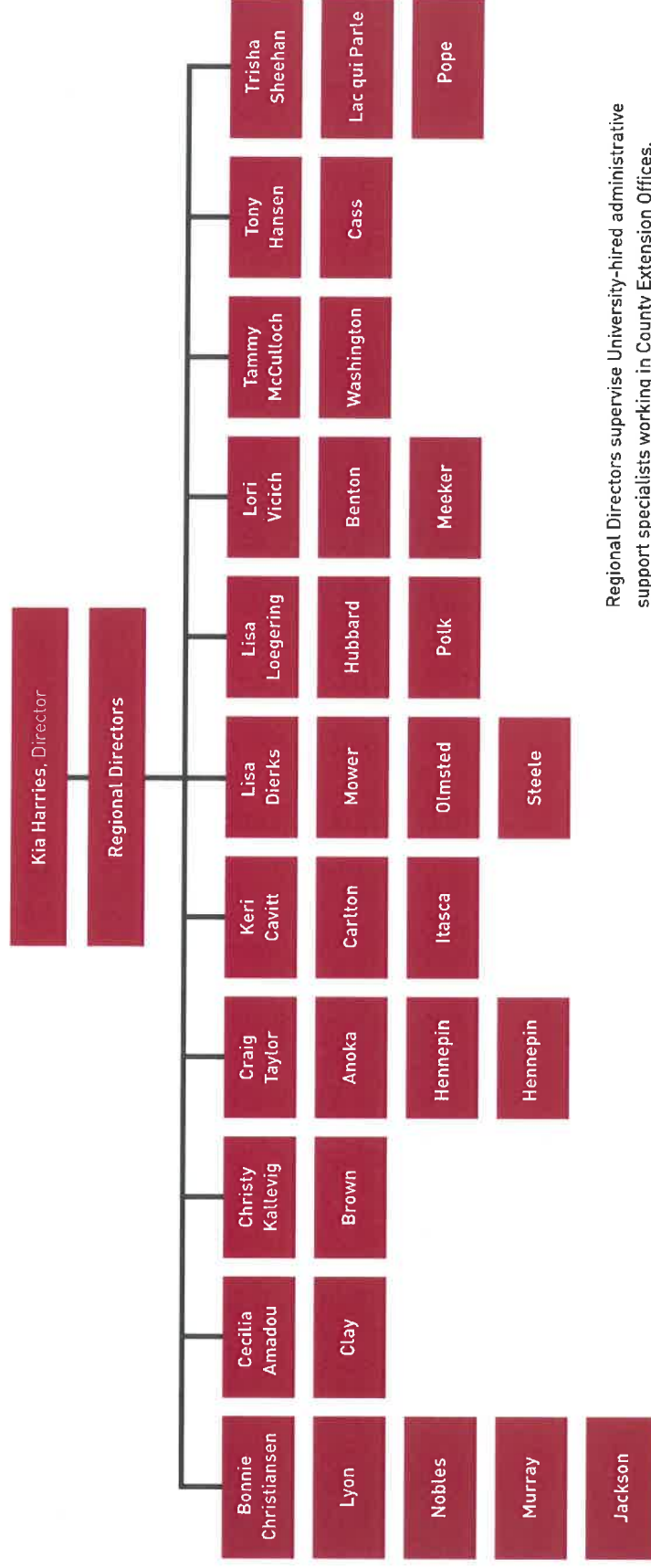




# Family, Health & Wellbeing



# Statewide Operations





Counties may desire to augment state-wide Extension programs. This document outlines the deliverables specific to Houston County when investing in the 4-H youth development program at different levels. Services related to the safety of young people and the stewardship of our public organization (e.g., ensuring adults who work with youth are screened, events and activities implement risk management plans, financial accountability, access to enrollment and opportunities) remain the same at each investment level.

**Full investment in 4-H Program.** Locally staffed by 1.0 FTE 4-H Extension Educator, at least 40 hours per week. A thorough program planning process takes place to ensure deliverables are met and to identify places to grow the program. A full program supports existing clubs, activities, and events. Time is available to support existing and new educational and leadership programs, recruit new volunteers, develop clubs and afterschool programs, and seek new revenue sources. Showcase of project learning is held during the county fair.

**75% investment in 4-H Program.** Locally staffed by .75 FTE 4-H Extension Educator, averaging 30 hours per week. A thorough program planning process takes place to ensure deliverables are met. Priority programming will be the focus with limited time for new opportunities. Response time to requests may be delayed. Showcase of project learning is held at the county fair.

## 4-H Youth Development Program Scope

100% 4-H Extension Educator		75% 4-H Extension Educator
<b>Deliverable: The county 4-H program will be delivered to promote youth learning, leadership and service with research-based curricula and educational methods.</b>		
Leadership of the local governing board (4-H Federation or Council) to unify and strengthen the 4-H program.	Engage youth, volunteers and local governing board (4-H Federation) to develop a vision for the county 4-H program, identify programming needs, provide a variety of opportunities for youth and allocate funds to support the youth opportunities. The Federation meets nine times per year. The Federation officers also help carry out plans and programs including the awards banquet.	Federation meets to identify program needs, promote opportunities, and allocate funds. Limited to four meetings.
Start-up and continued development 4-H clubs	<p>Annually meet with club leaders or attend a meeting or event of each club to build relationships with families and volunteers and provide support and feedback for quality club experience.</p> <p>Travel Exchange Club: ensure risk management processes are in place for hosting and traveling (e.g., home visits as part of screening process); attend welcome event and other events as needed during host week.</p> <p>Support the start of new volunteer/partner-led clubs if approached by interested youth, families, or community volunteers. Attend the first 3-4 months of club meetings to support the development of the new club.</p>	<p>Annually meet with club leaders to build relationships and provide support and feedback for quality club experience.</p> <p>Travel Exchange Club: ensure risk management processes are in place for hosting and traveling (e.g., home visits as part of screening process); attend welcome event during host week as needed.</p> <p>Support the start of new volunteer/partner-led clubs if approached by interested youth, families, community volunteers. Attend the first 1-2 club meetings to support the development of the new club as able.</p>

	<b>100% 4-H Extension Educator</b>	<b>75% 4-H Extension Educator</b>
County-level 4-H youth leadership opportunities	Co-lead county-level 4-H leadership opportunities with adult volunteers. Youth leaders plan and implement county programs (e.g. project learning, day camps, county fair) to develop their leadership skills.	Fewer opportunities for local youth leadership programs. Adult volunteers take more of a leadership role for the program.
Expanded efforts to program in county priority areas (e.g., agriculture, STEM, youth leadership)*	Develop programs and connect to community resources to provide learning and career development opportunities. Examples: project learning, Western Technical College partnership, Agronomy team, Engineering Design Challenge	Limited new local programs.
Development and support for camps, county-level teams and learning experiences, other events and activities*	Support county-level teams (e.g., project bowls, judging teams) by recruiting youth and volunteers, connecting to resources, and assisting with registration. Offer other learning experiences (e.g., non-livestock and livestock project workshops, field trips, day camp, service projects). Examples: Cake decorating workshop, wool workshop, tour meat market	Support existing offerings and communicate regional and state opportunities. Limited additional learning experiences initiated locally.
Development and support of community partnerships that extend reach of the program.*	Build community partnerships with school programs or community organizations to increase access to 4-H and grow the program. Examples: La Crescent School District, Spring Grove School District, promotion of 4-H in all school districts	Maintain existing community partnerships or afterschool programs.
Management of annual 4-H Group charter and charter renewal process	Provide leadership and guidance to volunteers in completing club and county chartering forms. Review charting forms to ensure accuracy.	Provide leadership and guidance to volunteers in completing club and county chartering forms. Review charting forms to ensure accuracy.

	100% 4-H Extension Educator	75% 4-H Extension Educator
Oversight of policies and best practices that ensure stewardship of the program, human, and fiscal resources (i.e. liability and accident insurance, annual review of club financial resources)	Stay update-to-date on policies, communicate to volunteers and families, and ensure compliance.	Stay update-to-date on policies, communicate to volunteers and families, and ensure compliance.
Risk management plans for events and activities	Develop and implement risk management plans for each event. Ensure volunteers are equipped to manage risk when planning and delivering programs.	Develop and implement risk management plans for each event. Ensure volunteers are equipped to manage risk when planning and delivering programs.
Support for established processes: youth enrollment, volunteering, event participation	Electronically communicate processes and provide family help for member enrollment, event registration, animal identification, volunteer screening, etc.	Reduced individual support for understanding and completing processes.
Local staff oversight of volunteer-led fundraising in support of 4-H programs	Approve fundraising plan, support volunteers Examples: County fair food stand, Steak Sandwich fundraiser	Approve fundraising plan; reduced involvement with fundraiser
Supervision and support for interns and seasonal staff.	Recruit, supervise and support fair assistant and food stand managers. Provide daily work direction.	Limited program support for fair assistant and seasonal staff
Investment of staff time in seeking out, securing and managing grants, donations, fundraisers and in-kind contributions to	Seek new external funding to support the program (grants, sponsorships, award donors)	Rely on existing funding sources; no new solicitation for county fair or other awards or fundraisers unless initiated by volunteers

	100% 4-H Extension Educator	75% 4-H Extension Educator
support 4-H program growth		
<b>Deliverable: All 4-H'ers will have opportunities to showcase their learning, leadership and service at public events.</b>		
4-H program presence at County Fair with exhibits, shows, programs and experiences	<p>Partner with fair board to offer a way for youth to share and exhibit what they learned in their project.</p> <p>Engage youth and volunteers in the design and implementation of the county fair experiences.</p> <p>Manage the judging event: registration, judges, judging schedule, check-in/weigh-ins, awards, record results in database and communicate results.</p> <p>Support fundraisers/donor solicitation (food stand, awards) by mailing letters, tracking responses, ordering and gathering supplies, creating signage, etc.</p> <p>Staff on grounds during most events.</p>	<p>Partner with fair board to offer a way for youth to share and exhibit what they learned in their project.</p> <p>County fair experience is focused only on judging where youth interact with judges to show their learning.</p> <p>Fundraiser support is limited to providing financial and policy oversight to committees and supervising food stand managers.</p> <p>Limited 4-H office hours at the fair.</p>
<b>Deliverable: All 4-H'ers will have opportunities to participate in regional, state and national 4-H programs and events.</b>		
Access to regional, state and national level 4-H programs and events	Coordinate youth and volunteer chaperone involvement in regional, state and national 4-H events, including the Minnesota State Fair, State Horse Show, and Regional and State Dog Show	Coordinate youth and volunteer chaperone involvement in regional, state and national 4-H programs and showcase events, including the Minnesota State Fair, State Horse Show, and Regional and State Dog Show
<b>Deliverable: A volunteer system will be in place to recruit, train and engage adults to support the delivery of the county 4-H program.</b>		
Implementation of volunteer screening process	Ensure all adults are screened before serving in a MN 4-H volunteer role.	Ensure all adults are screened before serving in a MN 4-H volunteer role.

	100% 4-H Extension Educator	75% 4-H Extension Educator
Access to regional and state volunteer training	Promote training through direct communication channels with volunteers. Provide volunteer training locally.	Promote training through direct communication channels with volunteers.
Recruitment and support of volunteers to manage a number of county level 4-H programs and events	Support current committees (initiate meeting, work with chairperson to secure needed resources) Recruit and support volunteers (e.g., committees: food stand, awards, livestock and non-livestock, scholarship, project workshop leaders)	Support existing volunteers. Limited time to recruit volunteers.
Guidance, support and training for 4-H clubs and volunteers	Conduct regular check-ins with club leaders and other key volunteers to provide support and resources. Plan for volunteer recognition.	Less frequent check-ins; limited training and recognition opportunities.
<b>Deliverable: Community needs and opportunities will be discussed and 4-H program plans, program calendar, impact reports and other communications will be shared with the County Extension Committee, 4-H membership and families, and other stakeholders</b>		
Support for program development unique to the county resulting in greater access to new and innovative programs and practices	Engage the community in identifying opportunities and needs for new programs to attract and retain new and different youth and volunteers to the program.	Limited new programs.
County-specific information is communicated in monthly newsletter and available on the web	Weekly newsletter emailed to members and volunteers. Events published on the website.	Monthly newsletter emailed to members and volunteers. Events published on the website.



	<b>100% 4-H Extension Educator</b>	<b>75% 4-H Extension Educator</b>
Direct correspondence with 4-H families beyond newsletter (e-mail, direct mailings, leader updates) as county budget allows	Regular weekly e-newsletter with events calendar, registration information for program offerings, and other county 4-H information Program offerings communicated via Facebook	Monthly e-newsletter with events calendar, registration information for program offerings, and other county 4-H information. Program offerings communicated via Facebook
Distribution of marketing materials for regional, state and national 4-H educational programs and events	Out-of-county opportunities are communicated through usual channels.	Out-of-county opportunities are communicated through usual channels.
County level promotion of 4-H program	Year-round promotion and marketing strategy is developed that attracts new youth and volunteers.	Occasional marketing of 4-H program occurs (e.g., National 4-H Week)
Office Hours	Office presence based on program schedule of 4-H Extension educator	Office presence based on program schedule of 4-H Extension educator

November 20, 2024

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
December 17, 2024**

**Date Submitted: December 11, 2024**  
**By: Polly Heberlein- Interim Auditor Treasurer**  
**CONSENT AGENDA REQUEST**

**APPOINTMENT REQUEST**

**ACTION ITEM REQUESTS**

Discuss the potential action for MN Dot Limited Use Permit (LUP) regarding  
Snowmobile Trail – Nighttime, Two Way Use.

<b><u>Reviewed by:</u></b>	<input type="checkbox"/> HR Director	<input type="checkbox"/> Sheriff	
	<input checked="" type="checkbox"/> Finance Director	<input checked="" type="checkbox"/> Engineer	
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	
	<input checked="" type="checkbox"/> County Attorney	<input checked="" type="checkbox"/>	<u>Auditor-Treasurer</u>
	<input type="checkbox"/> Environmental Svcs		
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

**EXHIBIT B**  
**COUNTY OF HOUSTON LUP with MN DOT**  
**RESOLUTION 24-41**

IT IS RESOLVED that the County of Houston enter into Limited Use Permit No. 2802-0057 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the County of Houston upon, along and adjacent to Trunk Highway No. 44, 76, 26 the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED that the Houston County Board of Commissioners does hereby approve said Limited Use Permit and authorizes and directs the County Board Chairperson to execute, on behalf of County of Houston, the aforesaid Limited Use Permit and its amendments.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Houston County Board of Commissioners at an authorized meeting held on the 17th day of December, 2024, as shown by the minutes of the meeting in my possession.

\_\_\_\_\_  
Houston County Interim Administrator

(Seal)

C.S. 2803 (T.H. 44)  
C.S. 2804 (T.H. 44)  
C.S. 2802 (T.H. 26)  
C.S. 2806 (T.H. 76)  
LUP # 2802-0057

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION**

**LIMITED USE PERMIT**

C.S. 2803 (T.H. 44)  
C.S. 2804 (T.H. 44)  
C.S. 2802 (T.H. 26)  
C.S. 2806 (T.H. 76)  
County of Houston  
LUP # 2802-0057  
Permittee: County of Houston  
Expiration Date: 11/01/2034

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to County of Houston, ("Permittee"), to use the area within the right of way of Trunk Highway No. 44, 76, 26 as shown in orange on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

**Snowmobile Trail - Nighttime, Two Way Use**

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a snowmobile trail ("Facility")...Nighttime two-way use is authorized in the opinion of the Minnesota Department of Transportation District Traffic Engineer, DNR Enforcement Office and District State Patrol Office. It has been deemed safer to use only one side of the road for two way snowmobile traffic. This decision averts the need for trail users driving in the opposite direction to cross the road twice to avoid oncoming snowmobile trail traffic. This LUP is unique to other trail permits. The definition and operation of snowmobiles shall be in accordance with Minnesota Statutes §84.81 and §84.87. Approved signs must be in accordance with Minnesota Rules for the Department of Natural Resources §6100.5300 and §6102.0060 and also in accordance with "Minnesota Snowmobile Safety, Laws, Rules and Regulations".

In addition, the following special provisions shall apply:

**SPECIAL PROVISIONS**

1. **TERM.** This LUP terminates at 11:59PM on 11/01/2034 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
  - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
  - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including

attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.

12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. **NOTICES.** All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Auditor  
Houston County Courthouse  
304 S. Marshall  
Caledonia, MN 55921

and to MnDOT at:

State of Minnesota  
Department of Transportation  
District 6 Right of Way  
2900 48th Street NW  
Rochester, MN 55901-5848

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. **INDEMNIFICATION AND RELEASE.** Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring on the Area and Facility or arising out of or associated with Permittee's use and occupancy of the Area and Facility, regardless of whether such injury, death, loss, or damage (i) is caused in part by the negligence (but not the gross negligence or willful misconduct) of MnDOT or (ii) is deemed to be the responsibility of MnDOT because of its failure to supervise, inspect, or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person. Nothing in this LUP shall obligate Permittee to indemnify or save MnDOT harmless from (a) any gross negligence or willful misconduct of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible, or (b) any claims, demands or causes of action not arising out of or associated with Permittee's occupancy or use of the Area and Facility.



Permittee hereby releases the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, suits, losses, costs, expenses, and causes of action for loss of or damages to the Area and Facility or to Permittee's property on or about the Area and Facility, except when such loss or damage is caused solely by the negligence of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible.

MnDOT's liability is subject to the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

MINNESOTA DEPARTMENT

COUNTY OF HOUSTON

OF TRANSPORTATION

By \_\_\_\_\_  
Its Chairman of the County Board

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
District Engineer

And \_\_\_\_\_  
Its Auditor in his capacity as  
Clerk of the County Board

Date \_\_\_\_\_

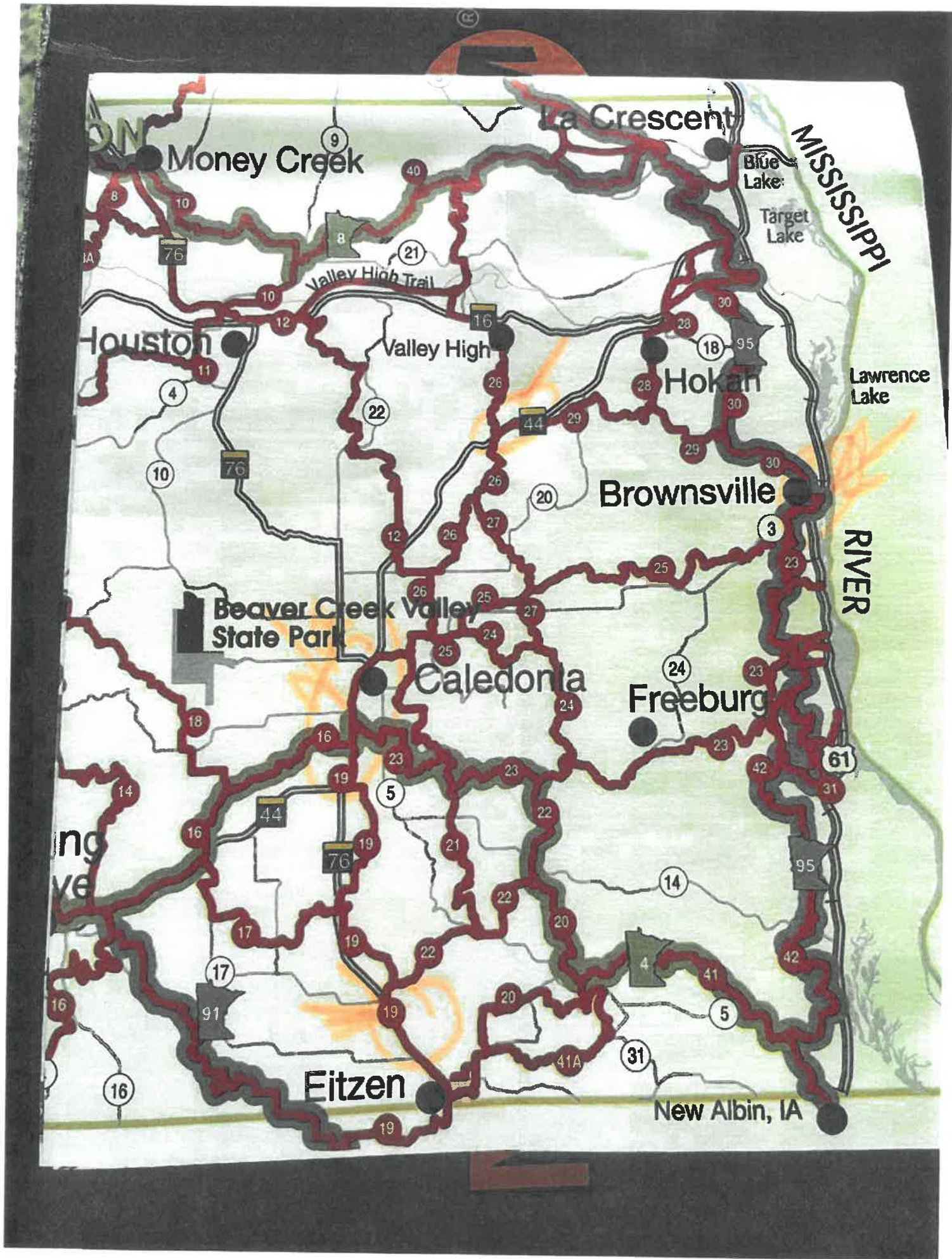
APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: \_\_\_\_\_  
Director, Office of Land Management

Date \_\_\_\_\_

The Commissioner of Transportation  
by the execution of this permit  
certifies that this permit is  
necessary in the public interest  
and that the use intended is for  
public purposes.



**EXHIBIT B**  
**COUNTY OF HOUSTON LUP with MN DOT**  
**RESOLUTION 24-41**

IT IS RESOLVED that the County of Houston enter into Limited Use Permit No. 2802-0057 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the County of Houston upon, along and adjacent to Trunk Highway No. 44, 76, 26 the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED that the Houston County Board of Commissioners does hereby approve said Limited Use Permit and authorizes and directs the County Board Chairperson to execute, on behalf of County of Houston, the aforesaid Limited Use Permit and its amendments.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Houston County Board of Commissioners at an authorized meeting held on the 17th day of December, 2024, as shown by the minutes of the meeting in my possession.

\_\_\_\_\_  
Houston County Interim Administrator

(Seal)

C.S. 2803 (T.H. 44)  
C.S. 2804 (T.H. 44)  
C.S. 2802 (T.H. 26)  
C.S. 2806 (T.H. 76)  
LUP # 2802-0057

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
December 17, 2024**

**Date Submitted: 12.10.2024**

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

**ACTION AGENDA REQUEST: STATE OF MINNESOTA  
GRANT CONTRACT AGREEMENT  
SNOWMOBILE GRANT-IN-AID PROGRAM  
FY 2025 MAINTENANCE AND GROOMING GRANTS**

Authorize Houston County Board Chair and County Interim Auditor-Treasurer to sign on behalf of Houston County, the State of Minnesota Grant Contract Agreement, Snowmobile Grant-in-Aid Program, FY 2025 Maintenance and Grooming Grants for the following:

Gopherland Trail -	\$ 45,434.40
LaCrescent Trail -	\$ 16,500.00
Money Creek and TH 76 Trail -	\$ 21,516.00
Viking Ridge Spring Grove -	<u>\$ 17,952.00</u>
TOTAL:	\$101,402.40

The effective date of the Grant Contract will start on July 1, 2024 or the date the State accounting system shows sufficient allotment or encumbrance balance in the fund, allotment, or appropriation to meet this grant contract agreement per Minn. Stat. 16B.98 Subd. 5 and Subd. 7. and is set to expire on June 30,2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

**Recommendation:**

**Decision:**

## Houston County Agenda Request Form

Date Submitted: December 6, 2024

Board Date: December 17, 2024

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Board to consider awarding the Box Culvert project on CSAH 10 to Minnowa Construction. Their bid was \$461,933.57. 9 bids were received

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

SAP 028-610-021

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

**Justification:**

**Action Requested:**

Board approval needed to accept bid.

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

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

Houston County Abstract  
SAP 028-610-021 (#9122003)  
Letting 12/05/2024 01:00 PM CST

Bid Name	Total
Minnowa Construction Inc.	\$461,933.57
Zenke, Inc	\$503,289.09
Generation X Construction, LLC.	\$517,226.00
Midwest Contracting, LLC	\$548,785.00
A-1 Excavating Inc	\$569,669.00
VanGundy Excavating LLP	\$577,505.50
Schumacher Excavating Inc	\$594,406.50
ICON Constructors, LLC	\$612,040.50



## HOUSTON COUNTY

### AGENDA REQUEST FORM

**Date Submitted: 12/12/2024**

**For 12/17/2024 Meeting**

**By: Assessor**

#### CONSENT AGENDA REQUEST:

**ACTION ITEM: Consider approving 2025 disaster tax credit in the amount of \$23,586 for R&H Properties for fire that destroyed building August 2024.**

**Consider approving Disaster abatement for Traditions of La Crescent in the amount of \$3,162 for the 2 months of tax on building, Fire destroyed building on 10/5/2024.**

**Reviewed by:**

\_\_\_ HR Director

County

Sheriff

County

Engineer

\_\_\_ Finance Director

\_\_\_ IS Director

PHHS

Other

(indicate

dept)

\_\_\_ County Attorney

x

Assessor

\_\_\_ Environmental Svcs

**Recommendation:**

**Decision:**

Credit

RECEIVED

For Office Use Only

Name of applicant \_\_\_\_\_ Assessment year \_\_\_\_\_

☐ Approved

AUG 28 2024

CR-LODA

Assessor's signature \_\_\_\_\_ Date \_\_\_\_\_

☐ Denied**Application for Local Option Disaster Abatements and Credits**

Houston \_\_\_\_\_ County

If your property has been damaged or destroyed by a natural disaster or other type of accident, you may be eligible to receive some property tax relief on this year's and next year's property taxes. The type of tax relief you receive will depend on whether your property is homesteaded, whether it is located within a declared disaster or emergency area, the amount of damage sustained, and a number of other factors. If an assessor has not already reassessed your property, you should contact your county assessor's office and request that an assessor view the damage for the purpose of receiving disaster relief.

Last Name <u>Helke</u> <u>Rud</u>	First Name <u>JOE, CRAIG</u>		
Mailing Address - Street <u>523 Enterprise Dr</u>	City/Town <u>Caledonia, MN</u>	State <u>MN</u>	Zip Code <u>55921</u>
Telephone (Work) <u>507-725-8904</u>	Telephone (Home) <u>507-459-9763</u>		
Property ID or Parcel Number (found on your property tax statement) <u>A21, 1317.000</u>			
Address of Damaged Property (if different than mailing address) _____			
Legal Description of Property (found on your property tax statement) <u>SECT 24 TWP-102 Range-006</u>			
Is the property homesteaded?		How many months was the property unable to be occupied or used?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Date you left property: <u>8-16-24</u>	
Is the property located in a county designated as a disaster or emergency area?		Date you returned to property: _____	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

**Applicant's statement of facts. (Please list type of disaster, type of damage, and any other information you deem relevant.)**

Building burnt All is lost

By signing below, I certify, to the best of my knowledge, the above statements are true and correct.

Signature of Property Owner

Date

[Signature]8-28-24

Note: Minnesota Statutes, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000.00, or both."

**Use of Information**

The information on this form is required by Minnesota Statutes, section 273.1233 to properly identify you and determine if you qualify for a disaster abatement and/or credit. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your County Assessor may also ask for additional verification of qualifications. Your Social Security number is considered private data.

Applicant and Property Information

Statement of Facts

Sign Here

Kud / Helke



## For Office Use Only

## Report of investigation

Investigator

I hereby report that I have investigated the statements made in this application and find the facts to be as follows: *Most of the building has been burned to the ground. The portion that remains has excessive structural damage from heat & smoke and it would likely need to be razed, since the cost to repair would likely exceed the value of the building.*

Signature

*Joseph Olson*

Date

*8/29/24*

The following accurately reflects both existing and proposed amounts.

Amounts

	Market Value							
	Land	Improvements	Total	Class	Tax Capacity	Tax Before Credits	Other Credits	Tax Payable
Pre-damage	158,000	761,200	919,200	3a Comm.	17,634	26,724	0	26,724
Post-damage	158,000	0	158,000	3a Comm.	2,410	3,138	0	3,138
Reduction	0	761,200	761,200	3a Comm.	15,224	23,586	0	23,586

☐ Tax is Paid☒ Tax is Not PaidDate *8/29/24*Local Tax Rate ~~118~~ *118,3260*

**Certifications of approval.** For this abatement to be approved, the assessor, county auditor and the county board of commissioners must all favorably recommend its adoption.

## Assessor's recommendation

☒ Approved☐ Denied

Signature

*Lucas Onstad*

Date

*8/29/24*

## County auditor's recommendation

☒ Approved☐ Denied

Signature

*Polly Hibelstein*

Date

*8-29-24*

## County board of commissioner's action (to be completed by the county auditor)

☐ Approved☐ Denied

Signature

Date

I certify that at a meeting held on \_\_\_\_\_, \_\_\_\_\_, the County Board, took the above official action on this abatement. This action was duly adopted and entered upon the minutes of its proceedings as a public record, showing the name(s) of taxpayer(s), other concerned persons and the amounts involved.

**Certifications of final approval (complete only for approved abatements).** This section to be completed by the county auditor. I further certify that the approval of this abatement has resulted in the following changes:

Final Certification

Reduction of Tax	\$ _____
Reduction of Penalty	\$ _____
Reduction of Interest	\$ _____
Total Reduction/Refund	\$ _____
<b>Total Payable</b>	<b>\$ _____</b>

Signature

Date

For Office Use Only

Name of applicant TraditionsAssessment year 2024☒ Approved

CR-LODA

Assessor's signature Luke OnstadDate 11/13/24☐ Denied**Application for Local Option Disaster Abatements and Credits**Houston County

If your property has been damaged or destroyed by a natural disaster or other type of accident, you may be eligible to receive some property tax relief on this year's and next year's property taxes. The type of tax relief you receive will depend on whether your property is homesteaded, whether it is located within a declared disaster or emergency area, the amount of damage sustained, and a number of other factors. If an assessor has not already reassessed your property, you should contact your county assessor's office and request that an assessor view the damage for the purpose of receiving disaster relief.

Applicant and Property Information

Last Name <u>Traditions of LaCrescent</u>	First Name	M.I.	Social Security Number
Mailing Address - Street <u>333 2nd St. S.</u>	City/Town <u>LaCrescent</u>	State <u>MN</u>	Zip Code <u>55947</u>
Telephone (Work)	Telephone (Home)		

Property ID or Parcel Number (found on your property tax statement)

25.0457.000

Address of Damaged Property (if different than mailing address)

333 2nd St. S.

Legal Description of Property (found on your property tax statement)

Lot 1-2-3 + West 10th Lot 4 BLK 87 LaCrescent Plat

Is the property homesteaded?

☐ Yes ☒ No

How many months was the property unable to be occupied or used?

Date you left property: 9/30/2024

Is the property located in a county

designated as a disaster or emergency area?

☐ Yes ☒ NoDate you returned to property: 1/1/2025

**Applicant's statement of facts. (Please list type of disaster, type of damage, and any other information you deem relevant.)**

Building burned down 10/5/2024

Statement of Facts

By signing below, I certify, to the best of my knowledge, the above statements are true and correct.

Signature of Applicant

Roger Carlson

Date

11/4/24

Sign Here

Note: Minnesota Statutes, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000.00, or both."

**Use of Information**

The information on this form is required by Minnesota Statutes, section 273.1233 to properly identify you and determine if you qualify for a disaster abatement and/or credit. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your County Assessor may also ask for additional verification of qualifications. Your Social Security number is considered private data.

**For Office Use Only**

**Report of investigation**

Investigator

I hereby report that I have investigated the statements made in this application and find the facts to be as follows:

Signature Lucas Onstad

Date 11/13/24

The following accurately reflects both existing and proposed amounts.

Amounts

		Market Value			<u>3 Month Credit</u>			
	Land	Improvements	Total	Class	Tax Capacity	Tax Before Credits	Other Credits	Tax Payable
Pre-damage	72,000	975,500	1,047,500	205	\$13,024	\$19,338	—	\$19,338
Post-damage	72,000	812,900	884,900	205	\$11,061	\$16,176	—	\$16,176
Reduction	—	162,600	—	205	\$2,033	\$3,162	—	\$3,162

☒ Tax is Paid

☐ Tax is Not Paid

Date

Local Tax Rate

129.9820%

**Certifications of approval.** For this abatement to be approved, the assessor, county auditor and the county board of commissioners must all favorably recommend its adoption.

**Assessor's recommendation**

☒ Approved

☐ Denied

Signature

Lucas Onstad

Date

**County auditor's recommendation**

☐ Approved

☐ Denied

Signature

Date

**County board of commissioner's action (to be completed by the county auditor)**

☐ Approved

☐ Denied

Signature

Date

I certify that at a meeting held on \_\_\_\_\_, \_\_\_\_\_, the County Board, took the above official action on this abatement. This action was duly adopted and entered upon the minutes of its proceedings as a public record, showing the name(s) of taxpayer(s), other concerned persons and the amounts involved.

**Certifications of final approval (complete only for approved abatements).** This section to be completed by the county auditor. I further certify that the approval of this abatement has resulted in the following changes:

Final Certification

Reduction of Tax \$ \_\_\_\_\_  
 Reduction of Penalty \$ \_\_\_\_\_  
 Reduction of Interest \$ \_\_\_\_\_  
 Total Reduction/Refund \$ \_\_\_\_\_  
 Total Payable \$ \_\_\_\_\_

Signature

Date

**HOUSTON COUNTY  
AGENDA REQUEST  
December 17, 2024**

**Date Submitted: December 12, 2024**

**By: Carol Lapham Administrator-Interim**

**ACTION**

- **Discussion and possible action regarding County Administrator job description/position.**
- **Discussion and possible allocation of ARPA funds.**
- **Approval of 2024 budget adjustments to accurately reflect annual activity - documentation to be forwarded.**
- **Labor Negotiations – Closed session pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections [179A.01](#) to [179A.25](#).**
- **Consider possible action related to labor negotiations.**

**JOB DESCRIPTION  
HOUSTON COUNTY  
COUNTY ADMINISTRATOR**

**Position Purpose**

Accountable to the County Board of Commissioners, the County Administrator is the Chief Administrative Officer for the County. The Administrator assists the County Board in providing a strategic vision for the County. The Administrator manages the affairs of the County and coordinates the activities and operations of the various County departments and agencies.

**Distinguishing Characteristics**

The Administrator has wide latitude to use individual judgement and discretion. The duties and responsibilities of this position are performed independent of supervision; however, the Board of Commissioners holds both supervisory and appointive authority over the position. The Administrator has frequent contact with State and local officials concerning pending legislation, mutual problems or projects, similar matters and for the regular exchange of information. This position may also have frequent contact with local attorneys, business leaders, and organizational representatives, as well as the public in general.

<b>Essential Duties (Illustrative Only)</b>	<b>Estimated % Time</b>
<b>1. Management</b>	<b>30%</b>
<ul style="list-style-type: none"><li>• Provide direction for the overall operation of county government</li><li>• Provide supervision and direction to non-elected Department Heads in developing policy recommendations and programs and in clarifying and delegating County Board directives and policies; consult with and advise elected Department Heads; Is the Chair of the Department Head Management Team meetings</li><li>• Compile strategic and operational plans for the County; analyze operations and processes for continuous quality improvement opportunities; recommend changes, which enhance the effectiveness and efficiency of a services</li><li>• Develop and submit recommendations on policy or procedural matters to the County Board</li><li>• Develop and maintain effective assignment of responsibility and analyze work distribution, and lines of authority</li><li>• Responsible for the County's risk management activities and oversees the County's health and safety program</li></ul>	
<b>2. County Board</b>	<b>20%</b>
<ul style="list-style-type: none"><li>• Provide regular reporting of relevant issues or information and communications with County Board members to keep them fully advised of County activities including concerns and needs of citizens and assures timely response to citizen inquiries</li><li>• Serves as Clerk to the County Board</li><li>• Oversee the preparation of agendas and materials for the County Board</li><li>• Attend County Board meetings, present research/analysis and make recommendations regarding programming and other measures for Board consideration</li></ul>	

- Provide for the implementation of Board directives/actions
  - Provide for the execution of all County Board ordinances, resolutions and orders in addition to the application and enforcement of State laws and mandates
- 3. Personnel** **20%**
- Establish goals, evaluate performance and authorize salaries for appointed department heads
  - Authorize the hire, suspend, and dismiss all non-elected department heads, subject to the approval of the County Board
  - Authorize hire, transfer, suspension, promotion, and discharge of non-direct reports subject to the approval of the County Board
  - Develop and implement training programs for the purpose of enhancing employee knowledge and skills, complying with State and Federal mandated training requirements, and improving employee's ability to do their jobs. Selects consultants and training topics; determine training needs. Provides leadership to develop a climate where staff are motivated to develop their full potential
  - Oversee and monitor County Employee Evaluation process. Oversee the review of all evaluations and determines eligibility for step increases as recommended by Department Heads
  - Provide direction of the work and adjustment of labor grievances
- 4. General Government** **15%**
- Represent the County Board to other governmental agencies working with other Minnesota counties, sharing County concerns and collaborate on items of mutual county benefit; discuss larger State issues with other Minnesota counties' representatives
  - Collaborate with cities and townships in the County to discuss and resolve joint projects and/or issues
  - Meet and work with private businesses to resolve problems and plan for future needs
  - Attend professional meetings with other counties and appropriate state agencies
  - Monitor and review pending State, Federal and regional legislation which may impact the County
  - Work with elected state officials for the benefit of the County
  - Perform other related duties as directed by the County Board
- 5. Budget** **10%**
- In collaboration with the Finance Director the Administrator shall prepare and submit to the county board a proposed annual budget and long-range capital expenditure program for such period as the county board may direct, each of which shall include detailed estimates of revenue and expenditures and enforce the provisions of the budget when adopted by the county board
  - In collaboration with Department Heads, identify service levels and alternatives; working closely with the Finance Office develop a long-term budget forecast and recommend annual operating budgets for County Board consideration and potential adoption
  - Solicit input from Department Heads for the development of Capital Improvement and Capital Equipment budgets for inclusion with the annual budget



- Monitor and analyze expenditures and revenues against the adopted budget, assuring timely corrective action as necessary
- Monitor the accounting and financial reporting practices for adequate controls
- Ensure accurate and timely information to the Board of the County's financial condition; including the County's current and future financial positions of its divisions, departments, and agencies

#### **6. Communications**

**5%**

- Responsible for the direction and management of public relations
- Prepare media releases regarding Board actions, discusses actions with media representatives, participates in media programs and other public relations duties
- Respond to public/citizen inquiry
- Advise and assist in the formulation of legislative communications

### **Employment Standards**

#### **Minimum Qualifications Education and Experience**

- Master's degree from an accredited college or university in public administration, business administration, or related field
- Six (6) years of progressively responsible experience in the public sector with four (4) of those years in a supervisory/administrative capacity

**-OR-**

- Bachelor's degree from an accredited college or university in public administration, business administration or related field
- Eight (8) years of progressively responsible experience in the public sector or related applicable field with five (5) of those years in a supervisory/administrative capacity

Regular and reliable attendance is a necessary component of job/position. Individuals required to use County vehicles and equipment must have a valid driver's license and be free of any major traffic violations for the last three (3) years.

#### **Desirable Skills, Knowledge and Abilities**

- Demonstrated evidence of creative and innovative approaches to service delivery; ability to make decisions that produce high quality results; anticipate future trends; assess impact of issues and display a county-wide perspective; establish rationale for and project consequences of decisions and/or recommendations
- Ability to establish an organizational vision and to drive strategic change to meet organizational goals through creativity, innovation, flexibility and resilience
- Experience developing and managing complex budgets that includes federal and state service reimbursements
- Ability to direct, supervise, mentor and delegate work effectively including
- Ability to establish and maintain effective working relationships with others, especially in sensitive relationships with other government representatives, community groups, elected officials and outside agencies
- Record of teamwork & professional collaboration with public and private sector agencies

- Familiarity working with public boards
- Skilled in applying the principles of management analysis and organizational design necessary to analyze, recommend and evaluate programs, administrative policies and organizational structures to reduce time and resource requirements
- Working knowledge of the broad spectrum of County programs and services
- Policy development and alignment
- Skilled communicator both orally and in writing inclusive of the ability to:
  - Organize statistical, financial, and other information derived from a variety of original and secondary sources
  - Relate complex information to varied audiences
  - Excellent interpersonal skills/diplomacy
  - Record of presentations to public audiences
  - Record of composure, professionalism, and discretion
- Considerable knowledge of personnel management, to include writing/revising personnel plans, familiarity with working with personnel with union contracts, the PELRA, affirmative action, Fair Labor Standards Act
- Skill in planning, directing and supervising the activities of high level directors, supervisors, and other staff
- Skill in the use of computers and technology

#### **Persons with Disabilities**

The above is a general listing of job duties. Essential and non-essential functions may vary by individual position. Reasonable accommodations may be available for both essential and non-essential job duties.

#### **In compliance w/ the Americans with Disabilities Act the following represents the Physical/Environmental Demands and Work Environment**

FUNCTION	<25%	25% - 49%	50% - 74%	>74%
Office Environment				X
Sitting			X	
Standing, Walking		X		
Simultaneous/Repetitive Hand Movements		X		
Typing/Data Entry		X		
Close Vision (Near Acuity)		X		
Distance Vision (Far Acuity)				
Color Vision (ability to identify and distinguish colors)				
Accommodation (ability to adjust the eye to bring an object into sharp focus)		X		
Hearing/Speech				X
Sedentary (Exert up to 10 pounds of force)				X
Light (Exert up to 20 pounds of force)	X			
Lifting, carrying or pushing of objects up to twenty-five (25) pounds	X			
Lifting, carrying or pushing of objects up to fifty (50) pounds	X			



Lifting or pushing of objects over fifty (50) pounds				
Adverse movements such as overhead, bending, reaching	X			

**This description describes the general list of responsibilities is not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of this position and classification and are intended only as an illustration of the various types of work performed. The position description is subject to change as the needs of the employer and requirements of the position change.**

### **NOTICE**

A County employee in this position may encounter not public data as defined by Minnesota and federal law in the course of his/her work. Any access to not public data should be strictly limited to accessing the data that is necessary to fulfill the defined job duties. While data is being accessed, the employee shall take reasonable measures to ensure the not public data is not accessed by unauthorized individuals. Once the work purpose to access the data is reasonably finished, the employee must properly store and secure the not public data in accordance with applicable County policies as well as Minnesota and federal law. All employees are expected to become familiar with and comply with the requirements of the County's Data Practices and Data Security Policies.

**Status:** Exempt  
**Job Category:** Professional  
**Banding:** E82  
**Labor Group:** CONFIDENTIAL

ARPA	TOTAL AVAILABLE		3,612,832	3,612,832	
YEAR	AGENCY	PURPOSE	ALLOCATED	ADJUSTED ALLOCATION	PAID
2021	Houston County PH&HS	Vaccine clinics	28,890	x 28,890	28,890
2021	CCWSCD	Project	40,000	x 40,000	40,000
2022	Houston County Highway	County Projects - Budgeted	566,000	x 566,000	566,000
2022	Houston County Surveyor	Equipment - Budgeted	33,000	x 32,963	32,963
2022	Houston County IT	Servers - Budgeted	62,344	x 62,344	62,344
2022	Brownsville Fire Department	EMS	40,000	x 40,000	40,000
2022	Caledonia Fire Department	EMS	40,000	x 40,000	40,000
2022	Eitzen Fire Department	EMS	40,000	x 40,000	40,000
2022	Hokah Fire Department	EMS	40,000	x 40,000	40,000
2022	Houston Fire Department	EMS	40,000	x 40,000	40,000
2022	La Crescent Fire Department	EMS	40,000	x 40,000	40,000
2022	Spring Grove Fire Department	EMS	40,000	x 40,000	40,000
2022	Caledonia Ambulance	EMS	40,000	x 40,000	40,000
2022	Houston Ambulance	EMS	40,000	x 40,000	40,000
2022	Spring Grove Ambulance	EMS	40,000	x 40,000	40,000
2022	Brownsville First Responders	EMS	5,000	x 5,000	5,000
2022	Eitzen First Responders	EMS	5,000	x 5,000	5,000
2022	Hokah First Responders	EMS	5,000	x 5,000	5,000
2022	La Crescent First Responders	EMS	5,000	x 5,000	5,000
2022	SE MN Emergency Medical Service	EMS	5,000	x 5,000	5,000
2022	Food Shelf	Caledonia	1,000	x 1,000	1,000
2022	Food Shelf	Hokah	1,000	x 1,000	1,000
2022	Food Shelf	Houston	1,000	x 1,000	1,000
2022	Food Shelf	La Crescent	1,000	x 1,000	1,000
2022	Food Shelf	Spring Grove	1,000	x 1,000	1,000
2022	HC POSSE	Drone	7,500	x 7,500	7,500
2022	RRSWCD	Clean Water	250,000	x 250,000	250,000
2022	Nursing Home	Caledonia	50,000	x 50,000	50,000
2022	Nursing Home	Houston	50,000	x 50,000	50,000
2022	Nursing Home	La Crescent	50,000	x 50,000	50,000
2022	Nursing Home	Spring Grove	50,000	x 50,000	50,000
2022	HC IT	Microsoft Licensing	49,707	x 47,446	47,446
2022	COMMUNITY SERVICES	SEMCAC	50,000	x 50,000	50,000
2022	COMMUNITY SERVICES	ABLE	40,000	x 40,000	40,000
2022	COMMUNITY SERVICES	ICAN	40,000	x 40,000	40,000
2022	COMMUNITY SERVICES	Ability Building Center	40,000	x 40,000	40,000
2022	COMMUNITY SERVICES	Healthy Community Partnerships	20,000	x 20,000	20,000
2022	Houston County PH&HS	EDMS	206,297	x 206,297	206,297
2022	HOUSTON COUNTY PH&HS	Child Friendly Room	26,711	x 26,711	26,711
2022	Houston County Env Services	La Crescent Drop Site Gates	10,156	x 10,156	10,156
2022	HOUSTON COUNTY IT	CJC Wiring	15,450	x 15,450	15,450
2022	HOUSTON COUNTY SHERIFF	CENTRAL SQUARE	64,294	x 64,294	32,147
2022	HOUSTON COUNTY SHERIFF	INITIAL COSTS-SPRING GROVE CONTRACT	51,063	x 51,063	51,063
2022	Houston County Sheriff	Posse Shed Electrical-Kish & Sons	5,000	x 1,527	1,527
2022/2023	Houston County Maintenance	ADA Restrooms	47,089	x 47,089	47,089
2022/2023	Houston County Personnel	Space Utilization Study	63,130	x 61,710	61,710
2022	Houston County Sheriff	Radio Replacement - Budgeted	28,105	x 28,105	28,105
2022	Houston County Maintenance	West Lot Improvements**	230,000	x 230,000	230,000
2022	HOUSTON COUNTY HIGHWAY	CSAH 6 La Crescent Sidewalk Imp			
2022	Houston County IT	Board Room & Room 219 Technology	84,838	x 84,745	84,745
2023	Houston County Board	SELCO	90,000	x 90,000	30,000
2023	Houston County Board	Child Care	256,800	x 256,909	256,908
2023	Houston County Board	Houston County Fair	100,000	x 100,000	100,000
2023	Food Shelf	Caledonia	1,000	x 1,000	1,000

YEAR	AGENCY	PURPOSE	ALLOCATED		ALLOCATION	PAID
2023	Food Shelf	Hokah	1,000	x	1,000	1,000
2023	Food Shelf	Houston	1,000	x	1,000	1,000
2023	Food Shelf	La Crescent	1,000	x	1,000	1,000
2023	Food Shelf	Spring Grove	1,000	x	1,000	1,000
2023	SEMCAC	Housing	20,000	x	20,000	20,000
2023	Houston County Sheriff	Posse Shed Electrical-Highway			1,010	1,010
2023	Sleepy Hollow Chevrolet	PH&HS Car	26,380		26,380	26,345
2023	Sleepy Hollow Chevrolet	PH&HS Car	23,144		23,144	23,144
2023	Tri-State Auto Outlet	PH&HS Car	20,462		20,462	20,462
2024	Houston County Board	SELCO				22,500
2024	Houston County IT	SPLUNK	57,124		57,000	57,000
2024	Houston County IT	Server 18,800 less budgeted	8,800		8,800	8,800
2024	Houston County IT	RSA	35,327		35,327	
2024	Houston County Recycling	2 Covertops	30,000		23,965	23,965
2024	Houston County PH&HS	CaseWorks system	80,000		80,000	
2024	Houston County PH&HS	Traverse to CaseWorks Conversion	15,000		15,000	
TOTAL ALLOCATIONS			3,457,611		3,445,287	3,245,277
AVAILABLE ARPA			155,221		167,545	
ADD BACKS:						
2024	Houston County Recycling	2 Covertops	30,000		6,035	23,965
AVAILABLE ARPA					173,580	
LACTF AVAILABLE - \$100,000 LESS \$65,192					34,808	
POSSIBLE TOTAL AVAILABLE					208,388	

# Auditor Warrants 2024/12/02

Lynn Colsch

Thu 12/12/2024 10:59 AM

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

## REVIEW LICENSE CENTER PAYMENTS

### 2024/12/02 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
HOUSTON COUNTY TREASURER	3,322.64
ISD 300 TREASURER	101,581.70
MN PACE-ST PAUL PORT AUTHORITY	3,800.96
TREASURER CCWSD	30,105.82
TREASURER CITY OF BROWNSVILLE	69,781.60
TREASURER CITY OF CALEDONIA	538,229.58
TREASURER CITY OF EITZEN	48,646.45
TREASURER CITY OF HOKAH	156,706.55
TREASURER CITY OF HOUSTON	260,971.30
TREASURER CITY OF LA CRESCENT	1,613,090.50
TREASURER CITY OF SPRING GROVE	306,403.29
TREASURER SCHOOL DISTRICT 238	6,073.03
TREASURER SCHOOL DISTRICT 239	23,200.04
TREASURER SCHOOL DISTRICT 294	140,181.10
TREASURER SCHOOL DISTRICT 297	165,858.83
TREASURER SCHOOL DISTRICT 299	225,504.88
TREASURER TWP OF BLACKHAMMER	56,050.23
TREASURER TWP OF BROWNSVILLE	82,927.06
TREASURER TWP OF CALEDONIA	86,698.38
TREASURER TWP OF CROOKED CREEK	35,128.09
TREASURER TWP OF HOKAH	54,707.01
TREASURER TWP OF HOUSTON	71,803.16
TREASURER TWP OF JEFFERSON	13,387.56
TREASURER TWP OF LA CRESCENT	163,590.97
TREASURER TWP OF MAYVILLE	63,697.63
TREASURER TWP OF MONEY CREEK	102,073.91
TREASURER TWP OF MOUND PRAIRIE	111,521.39
TREASURER TWP OF SHELDON	47,982.64
TREASURER TWP OF SPRING GROVE	76,967.50
TREASURER TWP OF UNION	50,810.87
TREASURER TWP OF WILMINGTON	88,722.57
TREASURER TWP OF WINNEBAGO	51,040.02
TREASURER TWP OF YUCATAN	59,104.39
	<hr/>
	4,909,671.65

2 VENDORS PAID LESS THAN \$2000.00	<u>328.31</u>
	<u><u>4,909,999.96</u></u>

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

Phone 507-725-5825

# Commissioner Warrants 2024/12/17

Lynn Colsch

Thu 12/12/2024 11:00 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

### 2024/12/17 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
ACENTEK	4,406.55
BENJEGERDES MACHINE INC	17,807.38
CALEDONIA OIL CO INC	5,397.50
CALEDONIA/CITY OF	16,080.64
CEDA	7,107.69
FILLMORE COUNTY EXTENSION OFFICE	2,542.83
HOUSTON COUNTY TREASURER	53,598.14
KARPEL SOLUTIONS, INC.	6,862.19
LIBERTY TIRE RECYCLING LLC	3,589.50
LOFFLER COMPANIES	7,458.37
MN STATE TREASURER	3,174.00
NEDLAND INDUSTRIES INC	23,965.00
PITNEY BOWES GLOBAL FINANCIAL SER	20,000.00
REGENTS OF THE UNIVERSITY OF MINNE	31,297.63
RICHARD'S SANITATION LLC	22,230.88
SCHNEIDER CORPORATION/THE	2,931.00
SE MN AREA AGENCY ON AGING INC	2,000.00
SEMCAC	5,000.00
VISA	8,571.68
WEX BANK	7,367.98
WIEBKE TIRE CO	3,741.55
	<u>255,130.51</u>
55 VENDORS PAID LESS THAN \$2000.00	<u>21,155.71</u>
	<u>276,286.22</u>
PUBLIC HEALTH & HUMAN SERVICES	<u>240,153.95</u>
	<u><u>516,440.17</u></u>

Lynn Colsch  
Finance Clerk  
Houston County  
304 South Marshall Street

12/12/24, 3:17 PM

Mail - BOC@co.houston.mn.us

Caledonia MN 55921

Phone 507-725-5825

**RESOLUTION NO. 24-44**

BE IT RESOLVED, that the certified levy after the deduction of County Program Aid (CPA), in the amount of \$14,737,549 be made on all taxable property in the County of Houston for taxes payable in 2025 in the following amounts by County Fund:

County Revenue	\$ 8,991,368
Road & Bridge	2,831,164
Public Health & Human Services	2,975,823
Bond Fund – 2020A Jail Bonds	1,386,263
	-----
Total	\$ 16,184,618
Less CPA	(1,447,069)
	-----
Total Levy	\$ 14,737,549
	=====

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

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Carol A Lapham, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a special session dated December 17, 2024.

WITNESS my hand this 17th day of December, 2024.

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Carol A Lapham, County Administrator-Interim