

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: December 17, 2024

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

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

Others Present: Interim Auditor/Treasurer Polly Heberlein, Fillmore County Journal Reporter Charlene Selbee, The Caledonia Argus Associate Editor Olivia Schmidt, Interim Administrator Carol Lapham, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, Social Services Supervisor Bethany Moen, Human Resource Technician Ann Diersen, Assessor Luke Onstad, Appraiser Joe Olson, Surveyor Eric Schmitt, Sheriff Brian Swedberg, UMN Extension Regional Manager Lisa Dierks, MN DNR Office Manager Sue Danielson, MN DNR State Trail and Snowmobile Program Consultant Wade Miller, Tom Gerard, Rick Voshart, Employee Recognition Awardees: Carrie O’Heron, Tammy Mauss, Mark Olson, Jonathan Kulas, Jennifer Daley-Oakes, and Alexander Bird

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

The Annual Public Information Meeting for Houston County’s Stormwater Pollution Prevention Plan (SWPPP) was held.

2024 Employee Recognition Awards were presented to awardees listed below.

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
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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
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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

At 10:20 a.m. motion was made by Commissioner Severson, seconded by Commissioner Myhre 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 12:06 p.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 they had discussed a couple of items requested by MAPE that had been updated. They had also discussed the LELS agreement. See Action Item No. 15 regarding action that was taken.

CONSENT AGENDA

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

- 1) 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.

ACTION ITEMS

File No. 1 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to approve the UMN MOA.

File No. 2 – Commissioner Myhre moved, Commissioner Burns seconded, motion unanimously carried to reappoint Joshua Gran to the Planning Commission for a 3-year term beginning in January 2025 and ending December 31, 2027. It was the general consensus of the Commissioners that the deadline to take applications for the Planning Commission may need to be extended if more applications were not received.

File No. 3 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to approve the initiation of a competitive internal search for the position of Survey Crew Chief (B31) (Pursuant to IUOE CBA).

File No. 4 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to approve the initiation of a competitive external search for the position of Survey Crew Chief in the event no internal applications were received during the 5-day internal posting period.

File No. 5 – The Commissioners discussed a MnDOT Limited Use Permit (LUP) regarding Snowmobile Trail – Nighttime, Two Way Use and resolution with Engineer Pogodzinski, Interim Auditor/Treasurer Heberlein, MN DNR Office Manager Sue Danielson, MN DNR State Trail and Snowmobile Program Consultant Wade Miller, and representatives from a couple of the Houston County Snowmobile clubs. Pogodzinski said Attorney Jandt was recommending that the County not adopt the resolution having to do with the LUP due to liability issues. He said other counties were also not adopting it due to liability concerns. Pogodzinski said he had hoped someone from MnDOT would have been able to attend the meeting. After much discussion on the matter it was decided to table the matter until someone from MnDOT could attend a board meeting to discuss the matter further.

File No. 6 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve State of Minnesota Grant Contract Agreement Snowmobile Grant-In-Aid Program FY 2025 Maintenance and Grooming Grants.

File No. 7 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to award the Box Culvert project on CSAH 10 to Minnowa Construction. Their bid was \$461,933.57. Bids are below.

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

File No. 8 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to approve a 2025 disaster tax credit in the amount of \$23,586 for R&H Properties for fire that occurred in August of 2024.

File No. 9 – Commissioner Severson moved, Commissioner Schuldt seconded, motion unanimously carried to approve a disaster abatement for Traditions of La Crescent in the amount of \$3,162 for two months of tax on building. A fire had destroyed the building on 10/5/2024.

File No. 10 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to approve the administrator job description. Commissioner Burns moved, Commissioner Myhre seconded, motion unanimously carried to appoint Carol Lapham as Interim Houston County Administrator starting January 1, 2025 for a period of up to one year, or until such a time when an administrator was hired. (Lapham was currently serving as the Interim Administrator until the end of 2024.)

File No. 11 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to approve allocating ARPA funds in the amount of \$214,102.00. The funds would be used for capital improvements. Lapham said all the ARPA funds had now been allocated.

File No. 12 – Commissioner Myre moved, Commissioner Severson seconded, motion unanimously carried to approve 2024 budget adjustments to accurately reflect annual activity.

The budget adjustments were for the highway department. Lapham said additional budget adjustments would be coming.

File No. 13 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to review and approve payments. Payments are below.

Review license center payments	
<u>VENDOR NAME</u>	<u>AMOUNT</u>
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
	<u>4,909,671.65</u>
2 VENDORS PAID LESS THAN \$2000.00	328.31
	<u>4,909,999.96</u>

2024/12/17 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
ACEN TEK	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	21,155.71
	<u>276,286.22</u>
PUBLIC HEALTH & HUMAN SERVICES	240,153.95
	<u>516,440.17</u>

File No. 14 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to adopt Resolution 24-44, 2025 Certified Levy. This would be a 7.5% increase. Resolution is below.

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

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File No. 15 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to adopt and ratify the tentative agreement with MAPE. Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to adopt and ratify the tentative agreement with LELS.

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 regular board meeting would be on December 31, 2024.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

**HOUSTON COUNTY
AGENDA REQUEST FORM
December 31, 2024**

Date Submitted: December 12, 2024

By: Brian Swedberg, Sheriff

ACTION REQUEST:

- **Sheriff Swedberg presents Life Saving Award**

CONSENT AGENDA REQUEST:

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

Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 12/26/24 for December 31, 2024

Person requesting appointment with County Board: Amelia Meiners

Issue:

Request for a public hearing and vote to adopt an interim ordinance on the permitting and construction of commercial solar projects.

Attachments/Documentation for the Board's Review:

Board packet including the notice, draft ordinance and two public comments.

Justification:

See findings within draft ordinance.

Action Requested:

Schedule a 9:05AM public hearing and an action item for a decision on the adoption of the interim ordinance on the permitting and construction of commercial solar projects.

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

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

reequests and determine if the request will be heard at a County Board meeting.

COUNTY OF HOUSTON

**NOTICE OF PUBLIC HEARING TO ENACT AN INTERIM
ORDINANCE ON THE PERMITTING AND CONSTRUCTION OF
COMMERCIAL SOLAR PROJECTS**

PLEASE TAKE NOTICE:

That a public hearing, pursuant to Minnesota Statutes 375.51, will be held in the Houston County Commissioner's Room, City of Caledonia, Minnesota at 9:05am on Tuesday, December 31, 2024.

Clean energy initiatives have created development interest in commercial solar energy systems within the County. The intent of the interim ordinance is to allow the County time to study and amend Section 29.8 of the Houston County Zoning Ordinance regulating Solar Energy Systems and Solar Structures.

All persons having an interest in the matter are invited to attend the hearing or submit written comments. Comments should be mailed to the Environmental Services Dept., 304 South Marshall Street – Room 209, Caledonia, MN 55921, or emailed to amelia.meiners@co.houston.mn.us, and must be received by Monday, December 23, 2024 to be included for review prior to the hearing. All comments are considered part of the public record.

Copies of the proposed Ordinance are available for viewing online at: <https://www.co.houston.mn.us/departments/zoning-planning/?mdocs-file=8661>. Hard copies can be requested from the Zoning Office, located at 304 South Marshall Street - Room 209, Caledonia, Minnesota.

HOUSTON COUNTY ENVIRONMENTAL SERVICES

By Amelia Meiners
Zoning Administrator

ADV: December 18, 2024

**HOUSTON COUNTY MORATORIUM ON THE PERMITTING AND
CONSTRUCTION OF COMMERCIAL SOLAR PROJECTS & INTERIM
COMMERCIAL SOLAR SYSTEM ORDINANCE**

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**MORATORIUM ON THE PERMITTING AND CONSTRUCTION OF
COMMERCIAL SOLAR PROJECTS & INTERIM COMMERCIAL SOLAR
SYSTEM ORDINANCE**

The County Board of Houston County, Minnesota, hereby ordains:

Article 1. Title

- 1.01 The title of this Ordinance shall be “Moratorium on the Permitting and Construction of Commercial Solar Projects & Interim Commercial Solar System Ordinance.” It shall be referred to herein as “this Ordinance.”

Article 2. Purpose & Findings

2.01 Purpose:

The purpose of this Ordinance is to protect and promote the public health, safety, and general welfare pursuant to the powers vested in the county by the State of Minnesota in Minnesota Statutes Chapter 394.21. The moratorium is intended to provide the opportunity for Houston County to conduct studies and schedule public hearings for the purpose of updating and amending the Houston County Solar Ordinance (Section 29.8 Houston County Zoning Ordinance).

2.02 Findings:

1. The County recognizes interest in commercial solar energy system development into the County raises concerns over whether our ordinance is sufficient to regulate such proposals.
2. Incentives to expand alternative energy into Houston County due to the decommissioning of the Genoa, WI Power Generation Station mean there may be more pressures from alternative energy companies than the County has previously experienced.
3. Federal and State regulations promoting clean alternative energy may increase pressure from commercial operations to expand into the County.
4. The County recognizes the Zoning Ordinance has conflicting language between the uses identified within each zoning district and the information in Section 29.
5. The 1982 Zoning Ordinance was the first to address solar and solar energy systems and the language has not changed significantly since that time while solar energy technology has advanced since that time.
6. The County would like to ensure regulations are consistent with neighboring local government units.

7. The County Comprehensive Plan has identified the importance of agriculture in guiding the plan and there are concerns that alternative energy systems may occupy prime agricultural ground.
8. The County intends to evaluate if there are public health, safety and welfare concerns for residents living in proximity to alternative energy sources.
9. The County would like to evaluate if locational restrictions should be placed on siting alternative energy systems away from popular traffic corridors to minimize impact on tourism.
10. The County recognizes that life span of systems is limited and would like to understand the end-of-life options for alternative energy to ensure sufficient bond requirements and regulations are in place in the event that systems are abandoned.
11. There are currently no commercial solar systems permitted within the County and setting regulations prior to any development would mean an equitable review of all applications.

Article 3. Authority

- 3.01 Statutory Authority. Chapter 394.21 of Minnesota Statutes authorizes counties to adopt official controls for planning and zoning for the purpose of protecting the public health, safety, and general welfare. Furthermore, Chapter 394.34 of Minnesota Statutes authorizes counties to enact interim zoning ordinances in order to conduct studies and hold hearings regarding the amendment of official controls that regulate land uses and related matters.
- 3.02 Comprehensive Plan. This ordinance is in conformity with the Houston County Comprehensive Plan standards regarding supporting agriculture as the backbone of the county economy, managing land for optimal long term economic benefit and efficient use of energy, maximizing the potential use of solar energy, and balancing the needs of the community and renewable energy policy.

Article 4. Definitions

- 4.01 Commercial Solar Project – A commercial solar project is a solar array that is the primary use of the site, and which primarily produces power that is used off-site.
- 4.02 Private Solar Array – A private solar array is a solar array that is an accessory use in which the energy produced is used entirely on-site or is first used on-site before any excess energy produced is sold back to the operator’s regular electrical service provider.
- 4.03 Solar Array – A solar array is a solar collector or group of solar collectors, either mounted on a building or on poles, racking, or other structure.

- 4.04 Solar Collector – A solar collector is a device, structure or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical, or electrical energy.

Article 5. Moratorium

- 5.01 A moratorium on the permitting and construction of commercial solar projects & Interim Commercial Solar System Ordinance shall be in effect for a period of 365 days from the enactment of this Ordinance. During the 365-day moratorium, permits shall not be issued for the construction of commercial solar projects in the areas of Houston County lying within the zoning authority of the County. The Moratorium shall apply in all Zoning Districts within Houston County, as listed and described in Houston County Zoning Ordinance.
- 5.02 This Moratorium does not apply to the permitting and construction of private solar arrays.

Article 6. Effect on existing ordinance and laws

- 7.01 If the provisions of this Ordinance conflict with other sections of the Houston County Ordinance, this Ordinance shall control. If the language of this Ordinance conflicts with any Minnesota State law or rule, the State law or rule shall control.
- 7.02 Houston County Zoning Ordinance Section 29.8 will remain in effect during the duration of the 365-day moratorium referred to in Article 5 of this Ordinance. However, this Ordinance shall be the controlling authority and official control in respect to all commercial solar gardens for the duration of said moratorium.

[section intentionally left blank]

Article 7. Date of effect

8.01 This ordinance shall be effective as of the date it is enacted by the Houston County Board of Commissioners. It will remain effective for 365 days after the effective date.

Article 8. Adoption & Effective Date

9.01 The Houston County Moratorium on the Permitting and Construction of Commercial Solar Projects & Interim Commercial Solar System Ordinance is hereby adopted by Houston County Board of Commissioners and therefore effective on the:

_____ day of _____, 2024.

HOUSTON COUNTY

By _____
Eric Johnson, Chair
Houston County Board of Commissioners

Date: _____

Attested to by:

Polly Heberlein
Houston County Auditor/Treasurer

Date: _____

Dear Board of Commissioners of Houston County,

We appreciate the opportunity to provide input on the proposed moratorium on permitting and construction of commercial solar projects.

OneEnergy Renewables has been working in partnership with Dairyland Power Cooperative and its members including MiEnergy in Minnesota, Iowa, and Wisconsin since 2019. The partnership began as Dairyland and their members were seeking to have small solar projects that tie into their substations and electrical lines which serve their local communities. These solar projects serve several purposes for MiEnergy and the other Cooperatives that have pursued them, including:

- Meet local electrical demands on high-load substations
- Lock in long term pricing that is not subject to fluctuating fuel costs for the Cooperative and its members
- Make the electrical supply of the area more resilient by generating closer to end use

In addition, the Cooperatives practice their important value of ‘cooperation among cooperatives’ through pursuing these projects in a portfolio among several participating Cooperatives. This results in economies of scale for these small projects that could not be achieved individually by the Cooperatives and again serves their members by securing better pricing. OneEnergy is honored to help the Cooperatives achieve this by developing, engineering, constructing and operating these projects.

We’ve successfully built two previous portfolios of projects for the Cooperatives that are part of Dairyland Power Cooperative. Our 2021 Mastodon portfolio consisted of eight projects, four of which serve MiEnergy members in Fillmore and Winona Counties. Our 2022-2023 Smilodon portfolio consisted of 11 projects in Wisconsin and Iowa. This next proposed portfolio, our Stag Moose portfolio, builds on the previous partnerships and involves 15 participating Cooperatives in Minnesota, Iowa, and Wisconsin, including one proposed project in Houston County for MiEnergy called Wild Turkey Solar, which will be located on a 109 acre parcel and include ~27.5 acres within the project fence. Our vegetation management for all three portfolios increases pollinator habitat and at some sites, including some of MiEnergy’s projects, sheep graze within the project area. This practice of ‘dual use’ or ‘agrivoltaics’ is incorporated into our projects to continue agriculture use of the land while simultaneously allowing the land to also produce clean local energy.

It is our understanding that Houston County has been targeted by solar development companies that are seeking to capitalize on incentives offered by tax credits in what is called ‘energy communities’ because of the nearby coal plant closure. Following MiEnergy’s lead, the parcel identified in our proposed project has been the only landowner we’ve contacted in Houston County. Our proposal does not involve ownership but rather a land lease. The proposed Wild Turkey project, which would be hosted by the Allen Family, is expected to produce cost-effective electricity for the cooperative and its members. The lease payments represent a fair price to landowners who host these projects for the length of the project, which often help landowners diversify their income in important ways. Because we are working in partnership with the Cooperative, the lease payments on these projects need to strike the balance of an amount that is fair to the landowner, while also resulting in a purchase price of the power that is fair to the Cooperative and their members.

Submitted as Public Comment

Finally, OneEnergy is committed to being a partner throughout the life of the project. We routinely meet with local schools and other community groups to provide tours or presentations on solar energy. We also have established a panel donation program where we donate panels and a cash grant to a local school that the utility recommends would be interested in having a small solar system to meet some of the school's energy needs. The main contractor we are planning to use for these projects is Hunt Electric, based out of Minnesota, who as a union electrical contractor, both pays fair, family-supporting wages to their workers, and offers apprenticeships to train the next generation of tradespeople.

We applaud Houston County for recognizing the need for a solar ordinance at this time of heightened interest to develop solar in your community. It's smart planning on your part, especially for larger scale projects. We are happy to work through permitting in collaboration with the County. To help meet our timeline commitment to MiEnergy and the Allen family for this project to complete permitting in 2025 so that we can order long-lead equipment in time to start construction in early 2026, we respectfully request the following:

- Provide an exemption from the moratorium on either the proposed Wild Turkey project or all projects that occupy less than 40 acres of land.
- Shorten the moratorium duration to 3 months while you develop a clear permitting process for solar projects.

The Wild Turkey Solar Project is part of a portfolio of projects being constructed by OneEnergy Renewables for a group of 15 Dairyland Power members including MiEnergy in 2025 and 2026. Building this project at the same time as the other projects allows the project to benefit from the 'group buy' aspect of the Cooperatives pursuing these projects at the same time so they reap the benefits of bulk equipment procurement, financing, and contractor involvement. MiEnergy and their members will lose out on this benefit if a 365 day moratorium is enacted.

Thank you for your time and consideration of our comments. The long term partnerships these projects represent between OneEnergy, the Rural Electric Cooperatives, and the communities the projects serve are something we value and take great pride in.

Sincerely,



BETH ESSER
ASSOCIATE DIRECTOR DEVELOPMENT
MADISON, WISCONSIN
608.239.1353
beth@oneenergyrenewables.com



Submitted as Public Comment

Iowa Office

Street Address: 24049 Highway 9, Cresco, IA 52136

Mailing Address: PO Box 90, Cresco, IA 52136

Local: 563.547.3801 | Fax: 563.547.4033

Minnesota Office

Street Address: 31110 Cooperative Way, Rushford, MN 55971

Mailing Address: PO Box 626, Rushford, MN 55971

Local: 507.864.7783 | Fax: 507.864.2871

Your Touchstone Energy® Cooperative 

This institution is an equal opportunity provider and employer.

Toll-Free: 800.432.2285 | Website: www.MiEnergy.coop

Meeting 12/31/24

Honorable Houston County Commissioners

RE: Proposed Solar Moratorium

Thank you for the opportunity to provide comments from MiEnergy Cooperative in relation to the moratorium being considered by the Houston County Commissioners for commercial solar installations.

Introduction

MiEnergy Cooperative is a non-profit 501(c)12 electric cooperative serving over 24,000 meters and 19,000 members in Minnesota (Houston, Fillmore, and Winona Counties) and Iowa (Howard, Winneshiek, and Chickasaw Counties). MiEnergy also serves 10 wholesale communities including Caledonia, Eitzen and Spring Grove in Houston County. MiEnergy has headquarters in Rushford, MN, and Cresco, IA, with additional facilities in Caledonia and Preston, MN. The cooperative is governed by a nine-member board of directors elected by its membership. Directors Don Petersen and Skip Wieser represent Houston County.

Service Area and Infrastructure

MiEnergy's service territory includes 43 electric distribution substations across southeastern Minnesota and northeastern Iowa. Dairyland Power Cooperative supplies the electricity delivered to these substations. MiEnergy, along with its predecessor organizations, Tri-County and Hawkeye REC, has been in operation since 1935. Over the years, the cooperative has built a reputation as a trusted energy provider known for reliable service, affordable rates, and strong financial performance, consistently meeting and exceeding lending requirements set by the USDA's Rural Development Services (RUS).

Commitment to Renewable Energy

As a member-owned cooperative, MiEnergy has a long-standing history of supporting renewable energy. In 2012, MiEnergy (then Tri-County) launched one of the first community solar projects in the U.S. Located at its Rushford office, the project allowed members to purchase solar panels and receive monthly bill credits. This voluntary initiative marked a significant milestone in the cooperative's journey toward sustainable energy solutions.

From 2015 to 2024, MiEnergy has been a leader in interconnecting distributed generation systems, primarily solar, for its members. Over 1,000 members have installed solar systems at their homes,

Submitted as Public Comment

farms, or businesses during this period. To ensure fairness, MiEnergy implemented a retail rate structure that separates energy delivery (basic service charge) from energy consumption (kilowatt-hour costs), eliminating cross-subsidization across its rate classes.

Recent Solar Projects

In 2019, Dairyland Power Cooperative authorized MiEnergy to integrate renewable energy generation for up to 10% of its total system peak on its distribution system. This initiative aims to reduce wholesale power costs and support peak summer loading. Following engineering studies, four substations—Stockton, Peterson, Fountain, and Rushford—were identified as suitable for small solar arrays without causing backfeed to transmission lines. MiEnergy partnered with OneEnergy Renewables to design, install, and maintain these projects under a 25-year power purchase agreement. The projected savings from these solar projects are \$3 million over the first ten years, directly benefiting MiEnergy members and wholesale communities.

Additionally, the Caledonia substation was identified as a viable site for a larger 5,000-kilowatt (5 MW) solar array. In 2023, MiEnergy and OneEnergy applied for a federal Powering Affordable Clean Energy (PACE) loan for the project. Due to the closure of Dairyland Power Cooperative's Genoa coal plant in 2014, the Caledonia site qualified as a "brownfield," enhancing its loan eligibility. Following a \$60,000 MISO study, the site was deemed capable of supporting the proposed solar array. MiEnergy worked closely with adjacent landowners Andrew and Sheri Allen to integrate the project into their farming operations, including relocating a distribution line crossing their property.

Community Engagement and Member Protection

MiEnergy remains committed to transparent communication with its members. In August 2024, the cooperative issued a newsletter cautioning members about potential fraudulent practices by independent contractors soliciting solar leases. Members were advised to consult legal counsel before signing agreements, particularly those involving high-voltage transmission lines.

To clarify distinctions between MiEnergy's distribution commercial solar projects and transmission commercial solar farms, the cooperative emphasizes:

1. MiEnergy's projects are 5 MW or less and integrate directly into existing low-voltage distribution substations.
2. Electricity generated is used locally, primarily benefiting the City of Caledonia's residents and businesses.
3. These projects support Minnesota's renewable energy mandates of 80% by 2030 and 100% by 2040.
4. The projects will reduce wholesale power costs for members.
5. Solar production taxes from the Caledonia project will generate roughly \$13,000 annually, totaling \$455,000 over the system's lifetime.
6. MiEnergy's solar projects can incorporate sheep grazing for land management.
7. The cooperative's established local presence ensures accountability.

Submitted as Public Comment

8. MiEnergy would support any fencing and/or landscaping screening requirements that Houston County may require.
9. MiEnergy collaborates with Iowa State University on research initiatives, including solar projects. This could present cooperation between MiEnergy and Houston County during the first commercial solar project.
10. Local generation enhances grid resiliency, allowing for potential future disconnection from transmission lines to operate locally.

Solar Moratorium and Recommendations

MiEnergy understands Houston County's desire to evaluate permitting processes for commercial solar projects. The cooperative proposes the following definitions:

- **Distribution Commercial Solar:** Solar array that is the primary use of the site, and which primarily produces power that is used off-site. Systems primarily serving local loads through existing distribution low-voltage (12.47 kV) substations, capped at 5 MW AC.
- **Transmission Commercial Solar:** Solar array that is the primary use of the site, and which primarily produces power that is used off-site. Systems primarily sending solar production onto high-voltage (greater than 12.47 kV) transmission lines, greater than 5 MW AC. Requires the construction of new transmission substations.

MiEnergy's Caledonia project aligns with the definition of Distribution Commercial Solar and would not have nearly the impact as large-scale transmission solar developments. MiEnergy also collaborates with local schools on the Minnesota Solar for Schools program, which can fund nearly 95% of solar installations. These school districts include Caledonia, Houston, Rushford-Peterson, Lanesboro, Lewiston and Mabel-Canton. These systems began as private sized solar arrays but are now being pursued as commercial solar projects.

Conclusion

MiEnergy supports Houston County's interim ordinance on the permitting and construction of commercial solar projects. However, we recommend refining the ordinance by distinguishing between **Distribution Commercial Solar Projects** and **Transmission Commercial Solar Projects** based on their scale and impact.

MiEnergy suggests that the moratorium apply only to the proposed **Transmission Commercial Solar Projects**, given their larger scale and greater potential impact. Alternatively, the moratorium period for **Distribution Commercial Solar Projects** could be reduced to three months.

This revised approach would allow MiEnergy's Caledonia project—an example of a low-impact **Distribution Commercial Solar Project**—to proceed while maintaining a framework for responsible planning and input for larger-scale solar developments. MiEnergy remains committed to its mission of delivering reliable, affordable, and sustainable energy to its members and fostering partnerships that benefit the community.

Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 12/23/24 for December 31, 2024

Person requesting appointment with County Board: Pugleasa, Jandt, & Meiners

Issue:

Adopt the Cannabis Business Ordinance with changes as proposed during the 12/11/2024 public hearing.

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

Action item requested for approval of the Cannabis Business Ordinance.

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

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

reequests and determine if the request will be heard at a County Board meeting.

**HOUSTON COUNTY
AGENDA REQUEST
December 31, 2024**

Date Submitted: December 26, 2024

By: Ann Diersen, HR Tech

ACTION

None

APPOINTMENT REQUEST

None

HR CONSENT AGENDA REQUEST

Auditor/Treasurer

- Hire Tami Klinski as a 1.0 FTE probationary Deputy Auditor/Treasurer (B22, Step 2), effective January 2, 2025, conditioned upon successful completion of a background check.

Public Health & Human Services

- Hire Cynthia Kincaid, as a 67-day Public Health Nurse (C42, Step 4) to assist with WIC clinics until further notice. Recruitment for the vacant RN/PHN positions is ongoing.

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

Houston County Agenda Request Form

Date Submitted: 12/27/2024

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

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

Issue:

Woods Psychological Service provides reflective supervision for our Child protection Social workers.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review. Hard copy for signature.

Justification:

Action Requested:

Review and approve contract as presented.

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

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

PURCHASE OF SERVICE AGREEMENT

Houston County through its Public Health and Human Services Department, hereafter referred to as the "County" and Woods Psychological Services, LLC, 111 Riverfront, Suite 410, Winona, MN 55987, hereafter referred to as the "Provider" enter into this Agreement.

WITNESSETH

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

1. **TERM**
The term of this Agreement shall be from January 1, 2025 through December 31, 2025.
2. **DESCRIPTION OF SERVICES**
Provide will provide up to two (2) hours per month of Reflective Supervision to Houston County Public Health and Human Services staff.
3. **PAYMENT FOR SERVICES**
The Provider shall be paid at a rate of \$150.00 per hour (this rate includes travel time and mileage). To receive payment for services provided, the Provider shall submit an invoice to Bethany Moen outlining services provided within thirty (30) days of completion of services. County will make payment for the approved invoice within thirty-five (35) days of invoice receipt.
4. **PROVIDER NOT AN EMPLOYEE**
The parties agree that at all times and for all purposes herein, the Provider is an independent provider and not an employee of the County. No statement contained in this Agreement shall be construed so as to find the Provider an employee of the County and the Provider shall be entitled to none of the rights, privileges or benefits of the County employees except as otherwise stated herein. Provider is solely responsible for any and all taxes (state, federal, local, worker's compensation insurance payments, disability payments, social security payments, unemployment insurance, other insurance payments) and any other similar type of payment for Provider or employee thereof.
5. **RELATIONSHIP OF THE PARTIES**
It is understood that the County does not agree to use the Provider exclusively. Provider is free to contract for professional services to third parties for services not included in this proposal or specifically excluded by agreement of both parties during the term of this Agreement.
6. **INDEMNIFICATION**
The Provider agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

7. INSURANCE AND BONDING

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

- A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
- Worker's compensation insurance per Minnesota Statute, section 176.181.
- Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
- Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.

b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.

8. DATA PRACTICES

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

9. CONTRACTOR DEBARMENT AND SUSPENSION

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

10. DEFAULT AND TERMINATION

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

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

This Agreement may be terminated with or without cause by either party upon ten (10) days written notice.

11. AMENDMENTS

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

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

WOODS PSYCHOLOGICAL SERVICES, LLC

Signed by:
BY: Judith Woods PhD LP LCC DATED: 12/15/2024 | 6:38 AM PST
Judith Woods

HOUSTON COUNTY

BY: _____ DATED: _____
Chairperson
Houston County Board of Commissioners

BY: [Signature] DATED: 12/11/2024
Director
Houston County Human Services

APPROVED AS TO FORM AND EXECUTION:

BY: [Signature] DATED: 12-23-2024
Houston County Attorney

Houston County Agenda Request Form

Date Submitted: 12/26/2024

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

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

Issue:

Review and approve 2025 MFIP/DWP contract with WDI (Workforce Development Inc.) for required employment and training services.

Attachments/Documentation for the Board's Review:

Soft copy of contract for review and hard copy for signature

Justification:

Action Requested:

Review and approve agreement as presented.

For County Use Only

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

Recommendation:

Decision:

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

PURCHASE OF SERVICE AGREEMENT

Houston County through its Public Health and Human Services Department, "County", and Workforce Development, Inc., 2070 College View Road East, Rochester, MN 55904, "Provider", enter into this Agreement for the term of January 1, 2025 to December 31, 2025 and shall remain in effect until a new Agreement is signed by both parties or terminated under provisions of the Termination section of this Agreement.

WITNESSETH

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

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

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

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

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

1. Purchase of Service:

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

SERVICE DESCRIPTION

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

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

2. Cost and Delivery of Purchased Services:

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

b. Provider certifies:

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

- 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
 - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.
 - c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.
3. **Eligibility for Services:**
 - a. Service eligibility for MFIP/DWP will be determined according to eligibility guidelines established by program policy and per applicable DHS Bulletins.
 - b. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
 - c. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
 - d. Provider must establish written procedures for discharging a participant or terminating services to a participant.
4. **Delivery of Services:**

Except as noted the Provider retains control over:

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

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

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

6. Standards and Licenses:

Provider agrees to:

- a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
- b. Supply copies of required licenses, certifications or registrations to County upon request.
- c. Inform County, in writing, of the following related to it or its employees immediately upon:
 - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status;
 - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing;
 - 3) Any federal exclusion of an individual or entity providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
- d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.
- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
- g. The Provider agrees to comply with the Code of Federal Regulations, 45 CFR 74, 45 CFR 92, 7 CFR 277, 7 CFR 273.7 and OMB Circulars Numbers A-87, A-102, A-122, and A-128.
- h. Maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by County.

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

7. Audit and Record Disclosures:

- a. Provider agrees to maintain, and upon request, furnish County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services.
- b. Provider shall keep such business and participant records pursuant to the Agreement as would be kept by a reasonable prudent practitioner of Provider's profession. Provider shall maintain such records for at least 10 years from the date services or payment were last provided. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents, records, and participant files at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County, State and/or Federal Departments of Human Services, applicable managed care plans, and legislative/state auditors.
- c. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services (DHS/DCT) and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- d. Provider shall provide County with reports as County may from time to time reasonably require, including, but not limited to the following:
 - Revenue and Expense Statement and Balance Sheet on an annual basis
 - Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s)

which covers all or a portion of the Agreement term.

- Provider shall comply with the audit standards as set forth in the Single Audit Act 45 CFR Part 75, Subpart F.
- As Specified by DHS/DCT, Mental Health Information System (MHIS) required data on each participant. Required data as defined by DHS/DCT.
- (Other) _____

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

8. Notices

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

- a. County: John Pugleasa
 Houston County Public Health and Human Services Director

304 South Marshall Street
Caledonia, MN 55921
John.pugleasa@co.houston.mn.us

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

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

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

10. Safeguard of Participant Information

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

- c. The individual employed by Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (4) shall be Wanda Jensen.
 - d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of County, including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, Provider/Contractor is a business associate of County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.
11. Equal Employment Opportunity and Civil Rights and Nondiscrimination:
- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree to comply with the Civil Rights Act of 1964 and 1991 as amended, Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran's status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
 - b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
 - c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local human rights commission, disability, sexual orientation or age, be excluded from participation in services offered by Provider, be denied the benefits of those

services, or be otherwise subject to discrimination by Provider or its employees.

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

12. Conflict of Interest:

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

13. Contract Disputes:

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

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

14. Fair Hearing and Grievance Procedures:

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

15. Indemnification:

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

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

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

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

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

16. Insurance and Bonding:

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

- A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. County must be named additional insured and shall be sent a certificate of insurance on an annual basis.
- Worker's compensation insurance per Minnesota Statute, section 176.181.
- Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
- Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Provider in connection with its performance under this Agreement. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy.
- Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a participant's funds and/or belongings with a minimum amount of \$15,000; when Provider and/or Provider employees handle participants' funds or have direct access to participants' belongings.

- b. By signing this Agreement, Provider certifies that they are in compliance with this Section.
 - c. Provider is solely responsible to maintain the insurance requirements listed in this Section and provide documentation upon County request. If requested documentation is not provided, County reserves the right to request said documentation directly from Provider's insurance agent(s).
 - d. Failure by Provider to maintain insurance coverage as listed in this Section is a default of this Agreement.
17. Contractor Debarment, Suspension, and Responsibility Certification
- a. Federal Acquisition Regulation 48 CFR 9.100-9.108-5 prohibits County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, section 16C.03, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, Provider certifies that they are in compliance with these regulations.
 - b. By signing this Agreement, the Provider certifies that it and its principals and employees:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
 - 2) Have not within a three (3) year period preceding this Agreement:
 - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b) Violated any federal or state antitrust statutes; or
 - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b) Violating any federal or state antitrust statutes; or
 - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction

of records, making false statements or receiving stolen property; and

- 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
 - 5) Shall immediately give written notice as per Section 9 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).
 - d. Directions for on-line access to excluded providers:
 - 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
 - 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Public Health and Human Services Director, at (507) 725-5811.

18. Conditions of the Parties' Obligations:

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

19. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement and that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, a joint venture, or an association with County and Provider, nor shall Provider, its employees, agents, and representatives be considered employees, agents, and representatives of County.
- b. Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with County and shall not be considered employees of County, and any and all claims that may or might arise under the Unemployment Compensation Act or the

Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County. Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

- c. Provider shall defend, indemnify, and hold County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court.

20. Subcontracting and Assignment:

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

21. Modification of Agreement:

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

22. Default:

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

- 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
 - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including County;
 - 5) Failing to perform any other material provision of this Agreement.
- d. **Default by County** Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of County:
- 1) Making material misrepresentations either in the Agreement, Exhibit or other attachments or in any other material provision or condition relied upon by Provider in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- e. **Written Notice of Default**: No event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail or via e-mail where a "delivery" and/or "read" receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. **Cure Period**: If the party in default fails to cure the specified circumstances as described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.
23. **Termination**:
- a. **Termination without Cause**: Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party.
 - b. **Termination with Cause**: County may suspend and/or terminate this Agreement for good cause immediately upon written notice to Provider. "Good cause" includes, but is not limited to, failure of Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to the Cure Period of this Agreement.
 - c. **Reduction and/or Termination of Government/Grant Funding**: Notwithstanding any other provision of this Agreement, if the funding entity terminates or reduces its funding to County for services that are to be provided under this Agreement, then County may, by amendment, reduce funding, modify service provision or terminate the Agreement as appropriate. County will notify Provider as soon as it receives confirmation of reduction/termination from the funding entity. Furthermore, County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

- d. **Written Notice of Termination:** The notice shall state the effective date of the termination. All Notices of Termination shall be made by certified mail or via e-mail where a “delivery” and/or “read” receipt option is available or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in the Notices section of this Agreement.
- e. **Duties of Provider upon Termination:** Upon delivery of the Notice of Termination, Provider shall:
- 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Notify all participants of the Notice of Termination who are receiving services pursuant to this Agreement;
 - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
 - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
 - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. **Duties of County upon Termination:** Upon delivery of the Notice of Termination, County:
- 1) Shall make final payment within thirty-five (35) days of receipt of final invoice for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.
- g. **Survival of Obligations after Termination:** Upon Termination of this Agreement, County will no longer refer participants to Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
- 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
 - 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
 - 3) County and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
 - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant’s files to County or the participant’s new provider of services.

24. Contract Rights, Remedies, and Waiver:

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

25. Damages:

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

26. Merger:

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

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

WORKFORCE DEVELOPMENT, INC.

BY: *JR Jinny Rietmann*

DATED: Dec 23, 2024

Jinny Rietmann
Executive Director

HOUSTON COUNTY

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: *[Signature]*
Director
Houston County Public Health and Human Services

DATED: 12/23/2024

APPROVED AS TO FORM AND EXECUTION:

BY: *[Signature]*
Houston County Attorney

DATED: 12/23/2024

AGENCY NAME: Workforce Development, Inc.
CONTRACT TYPE: POS – MFIP/DWP
INVOICES: Houston County Public Health and Human Services
 304 South Marshall Street, Room #104
 Caledonia, MN 55921

SERVICE DESCRIPTION	CODE	UNITS	RATE	TYPE	TOTAL
MFIP/DWP Employment Services	23700	1	1	1	\$118,341

Budget Details:

MFIP/DWP Core Services	\$ 101,466
Non-Custodial Parent Pilot and Retention Services	\$ 8,000
Administration	\$ 8,875
Total Budget	\$ 118,341

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

**HOUSTON COUNTY
AGENDA REQUEST FORM
December 31, 2024**

Date Submitted: 12.18.24

By: Polly Heberlein - Interim Auditor-Treasurer

CONSENT AGENDA REQUEST: Consider approving the 2025 Tobacco Licenses for the following:

- 1) River Valley Convenience Store, Inc./ Cennex, Houston, MN.**
- 2) Houston Food Mart/BP, Houston, MN**
- 3) DG Retail, LLC dba Dollar General #20006**

(Pending all required paperwork has been returned)

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

License Application to Make Retail Sales of Cigarette and Other Tobacco Products

To be completed by applicant when applying for a license with a city or county.

Applicant's Minnesota Tax ID Number

The Minnesota Tax ID must be issued in the same legal name of the licensee below.

FOR MUNICIPAL USE ONLY

License Authority

License Number

Period Covered

Date of Issuance

Federal Employer ID Number (FEIN)

Daytime Phone

Other Phone Number

Fax Number

Email Address

Cigarettes/tobacco products will be sold (a separate license is required for each location or vending machine):

Over Counter Through Vending Machine Both

Licensee's Legal Name

Business Trade Name (doing business as)

Complete Address of Business Location (permit location)

County

City

State

ZIP Code

Mailing Address (if different than business address)

City

State

ZIP Code

Print or Type

Business Information

Type of legal organization (check one):

Sole proprietor

Partnership

Other (describe)

Minnesota corporation: Enter date of Incorporation 03/2012

Out-of-state corporation: State of incorporation

Are you registered to do business in Minnesota? Yes No

Corporate officers or partners (attach a list if necessary)

Name

Title

Address

ZIP Code

Name

Title

Address

ZIP Code

As a licensed tobacco products or cigarette retailer, I understand that:

1. I can purchase cigarettes and tobacco from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue. The Cigarette and Tobacco Distributor List is on our website. Go to www.revenue.state.mn.us and type Distributor List in the Search box.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

Statement of Understanding

Sign Here

Licensee's Signature

Title

Print Name

Date

Daytime Phone

Licensing Agent's Signature

Title

Print Name

Date

Daytime Phone

License applicant: Submit this form to the licensing authority along with the license application.

Licensing authority: Mail, email or fax to:

Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.

Fax: 651-556-5236. Email: cigarette.tobacco@state.mn.us

Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 20-Dec-24

Person requesting appointment with County Board: Amelia Meiners

Issue:

1) Houston County Hauler License Renewals for 2025. 2) ABC Contract for 2025. 3) Richard's Sanitation Increase for 2025.

Justification:

Action Requested:

Approval by the County Board.

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

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

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: HOU ~ 32 ~ 25

Expiration date: DECEMBER 31, 2025

ISSUED TO: CALEDONIA HAULERS

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

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

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

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

Chairperson
Houston County Board of Commissioners

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: **HOU ~ 27 ~ 25** Expiration date: **DECEMBER 31, 2025**

ISSUED TO: **HARTER'S TRASH & RECYCLING, LLC**

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

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

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

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

Chairperson
Houston County Board of Commissioners

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: **HOU ~ 21 ~ 25** Expiration date: **DECEMBER 31, 2025**

ISSUED TO: **HILLTOPPER REFUSE & RECYCLING, INC.**

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

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

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

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

Chairperson
Houston County Board of Commissioners

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: **HOU ~ 33 ~ 25** Expiration date: **DECEMBER 31, 2025**

ISSUED TO: **LRS MINNESOTA**

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

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

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

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

Chairperson
Houston County Board of Commissioners

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: **HOU ~ 25 ~ 25** Expiration date: **DECEMBER 31, 2025**

ISSUED TO: **MIDWEST ROLL-OFF LLC**

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

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

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

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

Chairperson
Houston County Board of Commissioners

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: **HOU ~ 34 ~ 25** Expiration date: **DECEMBER 31, 2025**

ISSUED TO: **MILLER SCRAP IRON AND METAL CO.**

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

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

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

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

Chairperson
Houston County Board of Commissioners

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: **HOU ~ 23 ~ 25** Expiration date: **DECEMBER 31, 2025**

ISSUED TO: **RICHARD'S SANITATION, LLC**

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

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

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

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

Chairperson
Houston County Board of Commissioners

**COUNTY OF HOUSTON
INTERMEDIATE SOLID WASTE DISPOSAL FACILITY LICENSE**

RECEIPT NUMBER: _____

LICENSE NUMBER: INT~HOU~023~25

License is Hereby granted to

**RICHARD'S SANITATION, LLC
P.O. BOX 226,
CALEDONIA, MN 55921**

to permit the holder thereof to operate an Intermediate Solid Waste Disposal Facility in HOUSTON COUNTY, as provided by ordinance for the period of **January 1, 2025 to December 31, 2025** as properly described on the application information sheet.

BY ORDER OF THE
BOARD OF COMMISSIONERS
OF THE COUNTY OF HOUSTON

Chairman
Houston County Board of Commissioners

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: HOU ~ 29 ~ 25

Expiration date: DECEMBER 31, 2025

ISSUED TO: SCHOH TRUCKING

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

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

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

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

Chairperson
Houston County Board of Commissioners

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: HOU ~ 26 ~ 25 Expiration date: **DECEMBER 31, 2025**

ISSUED TO: TWO GUYS & A DUMPSTER LLC

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

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

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

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

Chairperson
Houston County Board of Commissioners

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: **HOU ~ 22 ~ 25** Expiration date: **DECEMBER 31, 2025**

ISSUED TO: **WASTE MANAGEMENT OF WI, INC.**

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

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

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

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

Chairperson
Houston County Board of Commissioners



HOUSTON COUNTY

Professional/Technical Service Agreement

THIS CONTRACT, and amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter COUNTY), and Ability Building Community, 1911 NW 14 Street, Rochester, MN, a Minnesota Corporation an independent contractor (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 375, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, COUNTY is in need of services for the collection and processing of recyclable materials,

WHEREAS, the CONTRACTOR is desirous of opportunities to provide work programs for their adult individuals with disabilities, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract, through its satellite organization, Woodland Industries located at 521 Old Highway Drive, Caledonia, MN.

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**

This CONTRACT shall be effective on January 1, 2025 or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect through December 31, 2025. The CONTRACTOR understands that no work should begin under this CONTRACT until all required signatures have been obtained and the CONTRACTOR is notified to begin work by COUNTY'S authorized representative.

II. **CONTRACTOR'S DUTIES**

A. **Individual Workers**

CONTRACTOR will provide 1 individual to work 29.5 hours per week at the Houston County Recycling Center, located in Houston, Minnesota.

If any individual provided by CONTRACTOR is deemed by the COUNTY unfit for the essential duties, the COUNTY may make an oral request to the CONTRACTOR'S authorized representative for immediate resolution which may include the individual's removal from the work-site. Should the matter remain

unresolved for two (2) days or more, the COUNTY may provide written notification to the CONTRACTOR that the individual will not be permitted to perform services at the COUNTY's work-site.

CONTRACTOR shall provide appropriate individual supervision and safety training.

B. Redemption Center Services

CONTRACTOR agrees to serve as a redemption center for aluminum beverage containers in Caledonia, Minnesota.

III. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by COUNTY as follows:

1. Individual services shall be compensated at a rate of \$17.76 per individual hour.
2. Aluminum redemption costs plus \$0.47 per pound for administration, handling and bailing.

B. Terms of Payment

1. COUNTY shall make prompt payments upon CONTRACTOR'S presentation of monthly invoices. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by COUNTY to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.
3. Reimbursement for travel and subsistence expenses - The parties agree that no payment will be made for travel or subsistence expenses to the CONTRACTOR.

IV. AUTHORIZED REPRESENTATIVES

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

A. County's authorized representative for the purpose of administration of this CONTRACT is:

Name: Amelia Meiners
Address: 304 South Marshall Street, Caledonia, MN 55921
Telephone: (507) 725 - 5800
E-Mail: Amelia.Meiners@co.houston.mn.us
Fax: (507) 725 - 5590

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

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

Name: Samantha Sherry
Address: 521 Old Highway Drive, Caledonia, MN 55921
Telephone: (507) 725 - 2092
E-Mail: samantha@abcinc.org
Fax: (507) 725-5691

V. **CANCELLATION AND TERMINATION**

- A. This CONTRACT may be canceled by COUNTY at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. *Termination for Insufficient Funding.* COUNTY may immediately terminate this CONTRACT if funding cannot be continued at a level sufficient to allow for the payment of the services covered herein. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of COUNTY receiving notice that sufficient funding is not available. COUNTY is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available.

VI. **ASSIGNMENT**

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of COUNTY.

VII. **LIABILITY**

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this CONTRACT. Nothing contained in this paragraph, however, shall be construed to release the CONTRACTOR from liability for failure to properly perform duties and responsibilities assumed by CONTRACTOR under this CONTRACT.

VIII. **INSURANCE REQUIREMENTS**

CONTRACTOR agrees that at all times during the term of this CONTRACT to maintain:

- Comprehensive General Liability - \$1.5 million minimum per occurrence
- Excess Liability Coverage - \$3 million over the general and automobile coverage.
- Auto Liability: \$1.5 million combined single limit
- Workers Compensation as required by Minnesota Statutes

The COUNTY of Houston shall be listed as an additionally named insured on the above policies by the CONTRACTOR prior to the execution of this CONTRACT. Additionally, CONTRACTOR agrees to maintain the above required insurance and shall provide the COUNTY with thirty (30) days written notice of any proposed changes prior to the cancellation, non-renewal or material changes. An ACORD Certificate of Liability Insurance for the above listed coverage shall be supplied to COUNTY by CONTRACTOR for each calendar year covered by the term of this CONTRACT.
See Exhibit A.

IX. **WORKERS' COMPENSATION**

The CONTRACTOR certifies it is in compliance with Minnesota Statute §176.181, Subd. 2, regarding workers' compensation. The CONTRACTOR'S employees and agents will not be considered COUNTY employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way COUNTY'S obligation or responsibility.

X. **PUBLICITY.**

Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify COUNTY and shall not be released prior to receiving the approval of COUNTY'S authorized representative.

XI. **NON-DISCRIMINATION.**

The CONTRACTOR will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the COUNTY, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this

contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the CONTRACT, may be forfeited for a second or any subsequent violation of the terms or conditions of this CONTRACT.

XII. DATA DISCLOSURE.

The CONTRACTOR is required by Minnesota Statute §270C.65, to provide either a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. *This contract will not be approved unless these numbers are provided.* These numbers will be available to federal and state tax authorities and state personnel involved in approving the CONTRACT and the payment of state obligations.

XIII. GOVERNMENT DATA PRACTICES ACT.

The CONTRACTOR and COUNTY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by COUNTY in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this CONTRACT. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or COUNTY.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify COUNTY. COUNTY will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XIV. INTELLECTUAL PROPERTY RIGHTS.

The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted law, COUNTY at the CONTRACTOR'S expense from any action or claim brought against COUNTY to the extent that it is based on a claim that all, or part of the materials, infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for COUNTY the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XV. **ANTITRUST.**

The CONTRACTOR hereby assigns to the COUNTY any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

XVI. **JURISDICTION AND VENUE.**

This CONTRACT, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach thereof, shall be in the state or federal court with competent jurisdiction in Houston County.

XVII. **AMENDMENTS.**

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

XVIII. **AUDITS.**

Under Minn. Stat. § 16C.05, subd. 5, the CONTRACTOR'S books The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this CONTRACT shall be subject to examination by COUNTY and the Office of the State Auditor, as appropriate for a minimum of six (6) years from the end date of the CONTRACT.

XIX. **SURVIVAL OF TERMS.**

The following clauses survive the expiration, cancellation or termination of this CONTRACT: VII., Liability; IX., Publicity; XI., Data Disclosure; XII., Government Data Practices Act; XIII., Intellectual Property Rights; XV., Jurisdiction and Venue; and XVII., State Audits.

[SIGNATURE PAGE FOLLOWS]

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

APPROVED:

CONTRACTOR:

By: (authorized signature)
Sarah Timmerman
Title: Executive Director
Date:

HOUSTON COUNTY:

By: (authorized signature)
Amelia Meiners
Title: Environmental Services Director
Date:

APPROVED AS TO FORM AND EXECUTION:

By: (authorized signature)
Samuel Jandt
Title: Houston County Attorney
Date:

EXHIBIT A
ACORD LIABILITY INSURANCE CERTIFICATE



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

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

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

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

WHEREAS, HOUSTON desires to rent compacting equipment;

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

NOW THEREFORE, it is agreed:

I. TERM OF CONTRACT

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

II. CONTRACTOR'S DUTIES

CONTRACTOR will:

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

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

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

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

III. CONSIDERATION AND TERMS OF PAYMENT

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

- A. Compensation. All services performed by CONTRACTOR pursuant to this CONTRACT shall be paid by HOUSTON in accordance with the attached 2024 Fee Schedule (EXHIBIT A). Annual rate schedules should be adopted by the parties no later than December 1st of each year for the subsequent year. The newly updated rate sheet must be approved in writing via email by the Authorized Representatives, or their successors to be effective the subsequent year.
- B. Payments. CONTRACTOR will provide HOUSTON monthly invoices and associated "Weigh Slips" by the 15th of the of the month following the month of service. Invoices shall be promptly paid within thirty (30) days of the CONTRACTOR'S invoice.

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

IV. AUTHORIZED REPRESENTATIVES

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

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

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

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

Name: Gregory Skauge
Owner/Manager
Address: 162 Bissen Street
Caledonia, MN 55921
Telephone: 507-724-2086
E-Mail: info@richardssanitation.com

V. **CANCELLATION AND TERMINATION**

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

VI. **ASSIGNMENT**

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

VII. **LIABILITY**

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

Notwithstanding, each party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this CONTRACT.

VIII. **INSURANCE REQUIREMENTS**

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

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

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

IX. GOVERNMENT DATA PRACTICES

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

X. AMENDMENTS

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

XI. JURISDICTION/VENUE

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

XII. SURVIVAL OF TERMS

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

THIS SPACE INTENTIONALL LEFT BLANK

SIGNATURE PAGE FOLLOWS

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

APPROVED:

HOUSTON COUNTY
By: (authorized signatory)



Name: Martin Herrick
Title: Environmental Services Dir.
Date: 05/21/2024

APPROVED:

CONTRACTOR,
By: (authorized signatory)



Gregory Skauge
Owner/Manager
05/19/2024

HOUSTON COUNTY
By: (authorized signatory)



Eric Johnson
Board Chair
05/11/2024

APPROVED AS TO FORM AND EXECUTION



Samuel Jandt
Houston County Attorney
05/17/2024

EXHIBIT A
2024 Fee Schedule

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

Site Location	Container	Current price	3%Increase	NEW PRICE for 2025
Caledonia	20 & 30 YD Rental	\$ 93.63	\$ 96.44	\$ 93.63
	20 & 30 YD Pulls	\$ 187.28	\$ 192.90	\$ 192.90
	Compactor Maintenance	\$ 24.10	\$ 24.82	\$ 24.82
	Compactor Box Rental Fee	\$ 88.37	\$ 91.02	\$ 88.37
	Compactor User Fee	\$ 155.91	\$ 160.59	\$ 155.91
	Compactor Pull	\$ 187.28	\$ 192.90	\$ 192.90
	Fuel	\$ 40.00	\$ 41.20	\$ 40.00
Hokah	30 YD Rental	\$ 93.63	\$ 96.44	\$ 93.63
	30 YD Pulls	\$ 187.28	\$ 192.90	\$ 192.90
	Compactor Maintenance	\$ 24.10	\$ 24.82	\$ 24.82
	Compactor Box Rental Fee	\$ 88.37	\$ 91.02	\$ 88.37
	Compactor User Fee	\$ 155.91	\$ 160.59	\$ 155.91
	Compactor Pull	\$ 187.28	\$ 192.90	\$ 192.90
	Fuel	\$ 40.00	\$ 41.20	\$ 40.00
Houston	30 YD Rental	\$ 93.63	\$ 96.44	\$ 93.63
	30 YD Pulls	\$ 224.77	\$ 231.51	\$ 231.51
	Compactor Maintenance	\$ 24.10	\$ 24.82	\$ 24.82
	Compactor Box Rental Fee	\$ 93.63	\$ 96.44	\$ 93.63
	Compactor User Fee	\$ 155.91	\$ 160.59	\$ 155.91
	Compactor Pull	\$ 224.77	\$ 231.51	\$ 231.51
	Fuel	\$ 40.00	\$ 41.20	\$ 40.00
La Crescent	20 & 30 YD Rental	\$ 93.63	\$ 96.44	\$ 93.63
	20 & 30 YD Pulls	\$ 168.55	\$ 173.61	\$ 173.61
	Fuel	\$ 40.00	\$ 41.20	\$ 40.00
	Cubic Yd Refuse (6yd)	\$ 11.24	\$ 11.58	\$ 11.58
	Fuel (6yd)	\$ 8.00	\$ 8.24	\$ 8.00
Spring Grove	30 YD Rental	\$ 93.63	\$ 96.44	\$ 93.63
	30 YD Pulls	\$ 206.00	\$ 212.18	\$ 212.18
	Compactor Maintenance	\$ -	\$ -	\$ -
	Compactor Box Rental Fee	\$ 93.63	\$ 96.44	\$ 93.63
	Compactor User Fee	\$ -	\$ -	\$ -
	Compactor Pull	\$ 206.00	\$ 212.18	\$ 212.18
	Fuel	\$ 40.00	\$ 41.20	\$ 40.00

Houston County: Board agenda item - Request to appoint Committee member

Lisa Dierks <dierksl@umn.edu>

Thu 12/19/2024 1:35 PM

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

Cc: Eric Johnson <Eric.Johnson@co.houston.mn.us>; Greg Myhre <Greg.Myhre@co.houston.mn.us>; peteprivet@gmail.com <peteprivet@gmail.com>;

📎 1 attachments (573 KB)

CEC application P. Privet.pdf;

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

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

On behalf of the Houston County Extension Committee, I am asking the Houston County Board of Commissioners to appoint Peter Privet to the committee for a 3 year term - 1/1/25 to 12/31/27.

His application is attached. Please let me know if you have any questions or need anything further to add this to a future agenda. Thank you

--

Lisa Dierks

dierksl@umn.edu | c. 507-254-7178

Regional Director | UMN Extension | extension.umn.edu

Mailing Address: 140 Elton Hills Lane NW, #201 Rochester, MN 55901

Providing leadership to Dodge, Fillmore, Houston, Mower, Olmsted, Rice, Steele, Wabasha, Winona Counties, and the Andover & Rochester Regional Offices

County Extension Committee Application

Name	Peter Privet
County of Residence	Houston

Have you held any other appointed offices in the county? If yes, please list.

NO

Why do you wish to serve on the county Extension committee?

I am currently involved in 4H on Beef PDC as well as consistently attending Federation Meetings. This will be a good challenge for me.

What perspectives/insights can you bring to the county Extension committee?

I have many many years of experience with 4H.

This allows me to provide insight from a parent perspective as well as a volunteer perspective.

Please list volunteer or community involvement and indicate any leadership positions you have held.

Co-Chairman 4H Beef PDC
4 year volunteer for 4H State Fair chaperone
Leader of Caledonia Rockets

What do you see as key educational needs or issues in the county?

I would like more education given to kids/adults (parents) about 4H. It's a common misconception that it's only for rural kids.

Any additional background you would like to share with the county committee:

I feel my experience with Federation and 4H will be an asset to this position.

Return form to Lisa Dierks at dierksl@umn.edu

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

Date Submitted: December 31, 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.

Reviewed by:	<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		
Recommendation:			
Decision:			

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. 2808 (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

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

COUNTY OF HOUSTON

By _____
Its Chairman of the County Board

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

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

Date Submitted: December 17, 2024 Board Date: December 31, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

La Crescent is seeking an Active Transportation Grant for pedestrian improvements along S 4th and Maple Streets. Part of the application is to replace the ADA ramp at the intersection of S 4th St and Elm St (County Hwy 6). In order to apply for the grant, the City needs county approval to perform work within County Hwy 6 right of way.

Attachments/Documentation for the Board's Review:

La Crescent project documentation

Justification:

The City cannot apply for the funding without the county agreeing to allow work within county right of way.

Action Requested:

Approval of the attached Active Transportation Letter of Support Resolution.

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

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. 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.

RESOLUTION NO. 24-45

RESOLUTION OF SUPPORT FOR THE CITY OF LA CRESCENT PURSUIT OF 2024 ACTIVE TRANSPORTATION FUNDING FROM MnDOT FOR THE MAPLE STREET AND SOUTH 4TH STREET SIDEWALK PROJECTS

WHEREAS, up to \$12.502 million in Active Transportation funding is available, with a minimum of \$50,000 and cap of \$1,000,000 for each project to improve safety hazards to walking and biking, and

WHEREAS, the Maple Street and South 4th Street sidewalk projects are significant in that they complete missing segments of sidewalk and improve handicap accessibility within the City near two elementary schools, and

WHEREAS, the South 4th Street sidewalk project includes the ADA ramp at the intersection of South 4th Street and Elm Steet (County State Aid Highway 6), and

WHEREAS, the proposed year for project construction is 2025 or 2026.

NOW, THEREFORE BE IT RESOLVED BY THE HOUSTON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS; that

1. The County supports the construction of the project, including the portion within County right of way.
2. The County supports the City of La Crescent's pursuit of Active Transportation (AT) funds.

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

STATE OF MINNESOTA

COUNTY OF HOUSTON

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

WITNESS my hand and the seal of my office this ____ day of _____, 2024.

(SEAL)

Polly Heberlein, Houston County Interim Auditor/Treasurer

Brian Pogodzinski

From: Larry Kirch <lkirch@cityoflacrescent-mn.gov>
Sent: Thursday, December 12, 2024 12:20 PM
To: Brian Pogodzinski
Cc: Bill Waller; Tyler Benish; Tim Hruska; Jason Ludwigson
Subject: La Crescent MnDOT AT Application

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

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

Brian,

I spoke with Bill Waller and I also spoke with Steven Prusak at MnDOT who oversees this program. Steven indicated that an application for \$977,000 would be quite a big ask and that MnDOT doesn't reduce the allocation when they review the applications and make awards. In other words, if we ask for \$977,000 it would be approved or denied and they wouldn't remove some of the individual components of the application to reduce the grant. So we thought the city should just apply for the sidewalks within the city's ROW and not do CR 25 and CR 6 sidewalks from Skunk Hollow to connect with S. 7th Street. We would do the Maple Street projects and the South 4th Street project. At S. 4th and Elm on the NW corner we would redo the curb ramp to make it ADA compliant. This is still over \$500,000 but hopefully not too much of an ask.

We are likely to break this sidewalk infill program into four application cycles (hoping that the legislature continues to fund the AT Infrastructure Grants) since we have around \$2 million dollars of projects.

I think we still need something from the County to work in your ROW at 4th and Elm Street to improve the curb ramps to make them ADA compliant.

Thank you and let me know if you have any questions.

Larry

Larry Kirch

Community Development Director

315 Main Street
La Crescent, MN 55947
www.cityoflacrescent-mn.gov
(507) 895-4096



Houston County Agenda Request Form

Date Submitted: December 17, 2024 Board Date: December 31, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

La Crescent is seeking a Safe Routes to School Grant for pedestrian improvements along Elm St. In order to apply for the grant, the City needs county approval to perform work within County Hwy 6 right of way.

Attachments/Documentation for the Board's Review:

La Crescent project documentation

Justification:

The City cannot apply for the funding without the county agreeing to allow work within county right of way.

Action Requested:

Approval of the attached Safe Routes to School Letter of Support Resolution.

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

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. 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.

RESOLUTION NO. 24-46

RESOLUTION OF SUPPORT FOR THE CITY OF LA CRESCENT PURSUIT OF 2024 SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROGRAM GRANT FUNDING FROM MnDOT FOR THE PEDESTRIAN IMPROVEMENT PROJECTS

WHEREAS, up to \$8.5 million in Safe Routes to School is available, with a minimum of \$50,000 and cap of \$1,000,000 for each project, and

WHEREAS, SRTS funds can be used to reimburse construction costs on SRTS eligible items, and that construction costs above the SRTS amount will need to have alternative funding sources, and

WHEREAS, the City of La Crescent, Houston County, and area school districts partnered in the development of the La Crescent 2020 SRTS plan, and

WHEREAS, the City of La Crescent is seeking SRTS funding for the construction of projects identified within the Plan, including segments located within County right of way, and

WHEREAS, the proposed year for project construction is 2025 or 2026.

NOW, THEREFORE BE IT RESOLVED BY THE HOUSTON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS; that

1. The County supports the construction of the projects, including the portion within County right of way.
2. The County supports the City of La Crescent's pursuit of Safe Routes to School (SRTS) grant funds.

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

STATE OF MINNESOTA

COUNTY OF HOUSTON

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

WITNESS my hand and the seal of my office this ____ day of _____, 2024.

(SEAL)

Polly Heberlein, Houston County Interim Auditor/Treasurer

Brian Pogodzinski

From: Jason Ludwigson <jludwigson@cityoflacrescent-mn.gov>
Sent: Thursday, December 12, 2024 2:47 PM
To: Brian Pogodzinski
Subject: 2024 SRTS Infrastructure Program Grant

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

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

Good afternoon Brian - we have received approval from MnDOT to submit a full application for the 2024 SRTS Infrastructure Program Grant. The application is for funding to complete a number of SRTS infrastructure projects outlined in the La Crescent 2020 SRTS plan. These include installation of curb extensions, ADA compliant curb ramps, and a Rectangular Rapid Flashing Beacon at the intersection of 4th Street and Elm Street, sidewalk installation on the west side of Lancer Blvd, sidewalk and curb installation on South 2nd Street, installation of a raised crosswalk and ADA compliant curb ramps at the Elementary School drop off, installation of curb extensions at the intersection of South 2nd Street and Oak Street, narrow driveway apron to accommodate only one vehicle at the South 14th St and east parking lot access, installing sidewalk on the south side of S 14th St to improve safety at the S 14th St and parking lot exit. As outlined a couple of these projects have county road (highway) impacts.

I am reaching out to ask for a letter of support to include in our application. The application is due January 17th, 2025. Thank you for your consideration.

Jason Ludwigson
Sustainability Coordinator and SRTS Coordinator
City of La Crescent
507-313-9633
jludwigson@cityoflacrescent-mn.gov
[Adopt a storm drain today!](#)

Houston County Agenda Request Form

Date Submitted: December 17, 2024 **Board Date:** December 31, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

La Crescent is seeking an Transportation Alternatives funding for a multi-use path along the west side of TH 16 between County Hwy 6 (S 3rd St) and S 14th Street. The City is seeking County support for the project.

Attachments/Documentation for the Board's Review:

La Crescent project documentation

Justification:

The City has requested a Letter of Support for this project.

Action Requested:

Approval of the attached Letter of Support.

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

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. 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
DEPARTMENT OF TRANSPORTATION**

1124 East Washington Street
Caledonia, MN 55921
TEL (507) 725-3925 FAX (507) 725-5417

Brian K. Pogodzinski, Houston County Engineer

December 31, 2024

Bill Waller, City Administrator
City of La Crescent
315 Main Street
La Crescent, MN 55947

RE: City of La Crescent – Multi-Use Path
Transportation Alternatives (TA) Application

Dear Mr. Waller:

On behalf of Houston County, I am in support of the City of La Crescent's proposed multi-use path project, which extends from Houston County State Aid Highway 6 through S 14th Street along the west side of State Truck Highway 16. The proposed project extends along a corridor recently studied in working towards an end goal of connecting the Root River Trail in Houston, to the greater La Crescent-La Crosse MPO area's existing trail system.

The County recognizes the importance of this project in supporting the local transportation and recreational needs. As the County Engineer, I am supportive of the City's application for Transportation Alternatives funding for the proposed multi-use trail.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian K. Pogodzinski".

Brian K. Pogodzinski, P.E.
Houston County Engineer

From: [Larry Kirch](#)
To: [Brian Pogodzinski](#)
Cc: [Bill Waller](#); [Tyler Benish](#); [Tim Hruska](#); [Jason Ludwigson](#)
Subject: Transportation Alternatives Houston County Letter of Support
Date: Tuesday, December 17, 2024 12:58:26 PM

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

Brian,

Tyler, Tim and I met with MnDOT District 6 this morning (Kurt Wayne and Greg Paulson) on our federal Transportation Alternatives (TA) application. We have modified the project from our unsuccessful submittal last year. Tim and MnDOT (independently but almost simultaneously) came up with a multi-use path on the West side of STH 16 from South 3rd to S 14th Street. We would be entirely in MnDOT and City ROW and/or city property for this project. We also talked with them about installing a multi-use path on the west side of S. Chestnut from the Wagon Wheel Bridge south to where MnDOT is improving the "corkscrew" up to STH 16 near the traffic lights. These are federal funds and would be available in 2029.

Although we would not be in County ROW for this project(s), we were wondering if you would be willing to offer a letter of support for the project? District 6 has agreed to give us until January 24th instead of January 10th to complete our Full Application.

Let me know if you need additional information.

Thank you,

Larry

Houston County Agenda Request Form

Date Submitted: December 17, 2024 Board Date: December 31, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

FHWA issued a memorandum addressing bridges along state borders. The new standards require that agreements are put into place spelling out agency responsibilities on jointly owned state border bridges.

Attachments/Documentation for the Board's Review:

Memorandum of Understanding
Original County Line Agreeemnt

Justification:

The attached MOU details maintenance responsibilities that have been in place since the structure was constructed in 2008.

Action Requested:

Approval of the attached Memorandum of Understanding.

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

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. 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.

MEMORANDUM OF UNDERSTANDING

Between

Winneshiek County, Iowa

And

Houston County, Minnesota

And

Spring Grove Township, Minnesota

To coordinate and improve border bridge ownership, maintenance, and inspection between the two states
regarding FHWA memorandum HIBS-30 dated February 9, 2018

I. Parties

The Parties to the Memorandum of Understanding (MOU) are the neighboring public agencies (counties and townships) sharing a common border bridge between the two states.

II. Purpose

Bridges on the Iowa/Minnesota state line enable vehicular passage and connection of roadways within both counties and states thereby benefiting the citizens of both counties and states.

The purpose of the MOU is to determine ownership, maintenance responsibilities and inspection requirements between the bordering states pertaining to bridges that cross the state line.

III. Responsibilities

Bridge ID: 349315 (IA), 28J19 (MN)

Ownership: 50% Winneshiek County, IA, 50% Spring Grove Township, MN
Maintenance: 50% Winneshiek County, IA, 50% Spring Grove Township, MN
Inspection: 100% Houston County, MN

Additional Comments:

Maintenance responsibilities for the bridge listed above are for major repairs and/or replacement of the bridge structure. Minor repairs and routine maintenance of the roadway are per the attached County Line Agreement.

IV. Signatory Authority

This MOU is approved and authorized on behalf of each party by:

Winneshick County Authority  Date: 12/16/2024

Houston County Authority _____ Date: _____

Spring Grove Township Authority  Date: 12/16/24

COUNTY ENGINEER'S OFFICE

WINNESHIEK COUNTY

201 WEST MAIN STREET
DECORAH, IOWA 52101

PHONE (563) 382-2951
FAX (563) 387-3906



LEE BJERKE, P.E.
County Engineer

February 28, 2007

Marcus Evans, P.E.
Houston County Engineer
1124 East Washington St.
Caledonia, MN 55921



RE: County Line Agreement – Spring Grove Twp.

Marcus:

Enclosed is a copy of the county line agreement we have with Spring Grove Twp., MN.

As is outlined in this agreement, both parties are to share in all costs associated with any construction along the township line.

If you have any questions please do not hesitate to contact me.

Sincerely,

Lee Bjerke, P.E.
Winneshiek County Engineer



Visit Exciting Winneshiek County

COUNTY LINE AGREEMENT

WINNESHIEK COUNTY, IA & SPRING GROVE TWP., MN

This agreement is entered into by and between Winneshiek County and Spring Grove Twp. of Houston County for the purpose of defining and clarifying the division of responsibility, action and cost in construction and/or maintenance of highway facilities along the mutual line of said entities as recommended by the Winneshiek County Engineer.

The following provisions apply:

New Construction

- 1) The cost of all new construction, regardless of type, shall be borne equally by the two entities.
- 2) The planning, design and inspection of this construction shall be the responsibility of the entity which has the maintenance for the major part of the project.
- 3) Each entity will acquire and pay for any necessary Right-of-Way that lies in their respective jurisdiction.

Maintenance

- 1) The cost of normal rock surfacing shall be responsibility of the entity with the maintenance of that section.
- 2) Routine maintenance including, but not limited to, blading, ditch cleaning, brush cutting, weed eradication, patching holes, bridge repair, culvert and driveway repair, sign erection or any other routine maintenance work shall be the responsibility of the entity in charge of that section of road.
- 3) Construction of new entrances shall be done in accordance to the entrance policy of the entity with responsibility to that section of road.
- 4) Major maintenance project costs shall be shared equally by both entities and shall be mutually agreed upon before the start of any work.
- 5) Tile crossings shall be granted by the entity with responsibility for that section of road. When the tile is out letting water into the entity without responsibility for that section of road, notice shall be sent to said entity of the tile crossing before work is performed.
- 6) Both entities, in the process of winter maintenance, shall plow or treat with chemicals or abrasives any of the sections of road not designated their responsibility when it is a matter of convenience or in the best interest of the traveling public.

This agreement shall remain in effect until such time as either entity chooses to terminate by written document. This agreement supersedes any prior agreements to date.

The agreement for jurisdictional responsibility shall be as follows:

Winneshiek County will be responsible for the following roads lying on the state line between Winneshiek County and Spring Grove Twp. of Houston County:

- 1) State Line Rd. -- From the intersection of 128th Ave. west approximately two (2) miles (Section 10 T100N, R10W).

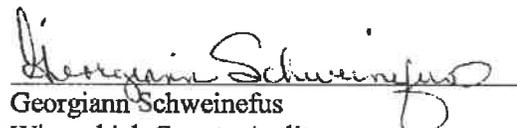
Spring Grove Twp. of Houston County will be responsible for the following roads lying on the state line between Winneshiek County and Spring Grove Twp. of Houston County:

- 1) State Line Rd. -- From the intersection of Co. Rd. W38 (Winneshiek Co.)/Houston Co. 8 (Houston Co.) west approximately one (1) mile (Sections 7 & 8, T100N, R07W).
- 2) State Line Rd. -- From the intersection of Co. Rd. W38 (Winneshiek Co.)/Houston Co. 8 (Houston Co.) east approximately 0.5 mile (Section 8, T100N, R07W).
- 3) State Line Rd. -- From the intersection of Co. Rd. A16 (Winneshiek Co.)/Houston Co. 16 (Houston Co.) west approximately one 0.5 mile (Section 12, T100N, R07W).

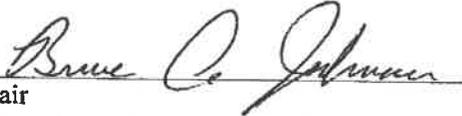
Adopted by the Winneshiek County Board of Supervisors, Winneshiek County, Iowa, this 6th day of FEBRUARY, 2006


Dean H. Darling, Chair
Winneshiek County Board of Supervisors

Attest:


Georgiann Schweinefus
Winneshiek County Auditor

Adopted by the Spring Grove Township Board of Supervisors, Houston County,
Minnesota, this 5th day of October, ~~2004~~ 2005


Chair
Spring Grove Township Board of Supervisors

Attest:


Clerk
Spring Grove Township

Houston County Agenda Request Form

Date Submitted: December 17, 2024 **Board Date:** December 31, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The Airport Commission is recommending to proceed with the T-Hangar project. The next step is to bid the project out. This project will help the airport maintain its status as a NPIAS airport, which is required in order to be eligible for the annual \$150,000 entitlement fund allotment.

Attachments/Documentation for the Board's Review:

Preliminary t-hangar plans

Justification:

Hangar space is limited at the Caledonia/Houston County airport and the new, county owned t-hangar will allow for expanded use at the airport.

Action Requested:

Approval to proceed with seeking bids for the T-Hangar project.

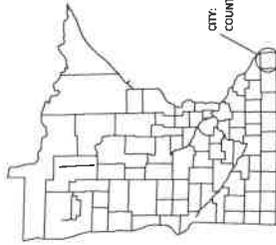
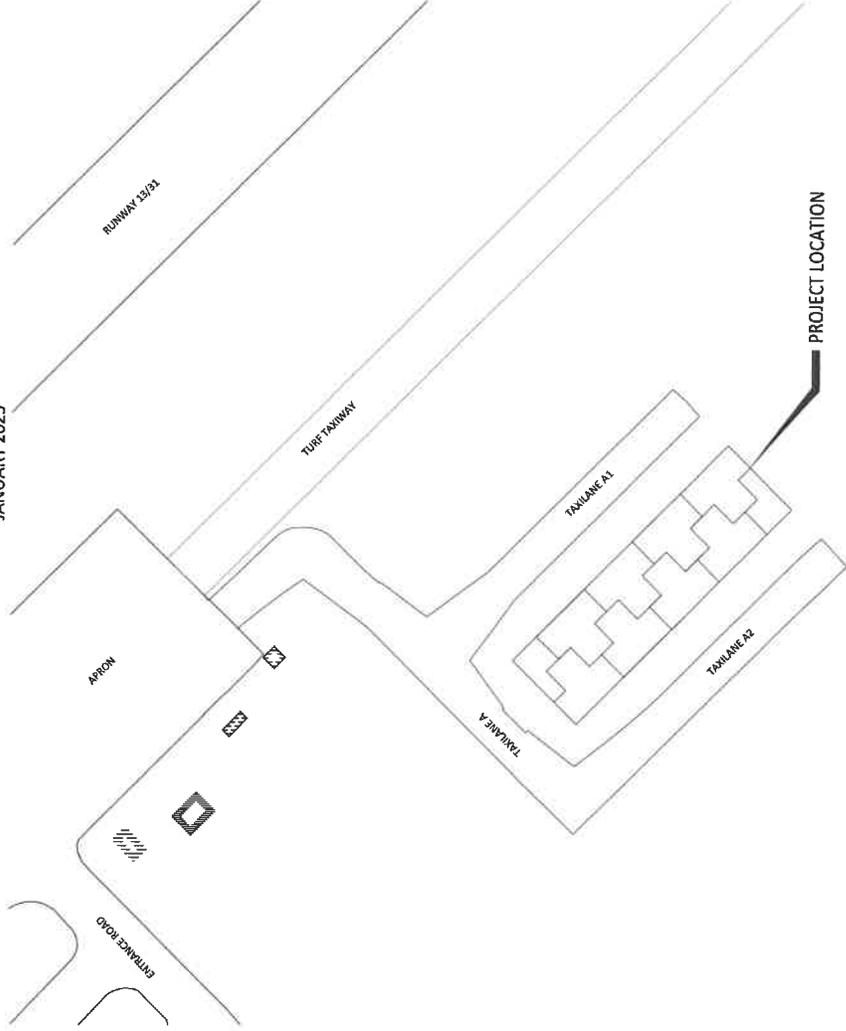
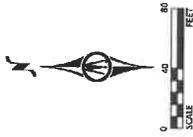
For County Use Only						
<u>Reviewed by:</u>	_____	County Auditor	_____	County Attorney	_____	Zoning Administrator
	_____	Finance Director	_____	County Engineer	_____	Environmental Services
	_____	IS Director	_____	Other (indicate dept)	_____	
<u>Recommendation:</u>						
<u>Decision:</u>						

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

HOUSTON COUNTY AIRPORT (CHU) CONSTRUCTION PLANS FOR 8 UNIT T-HANGAR

AIG NO. 3-27-0016-014-2025/ AIP 015-2026
SP NO. A2801-38 & 39

JANUARY 2025



CITY: CALEDONIA
COUNTY: HOUSTON

PROJECT LOCATION

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN IS BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. CONTRACTOR SHALL VERIFY EXACT LOCATION PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1186 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE 2013 INTERNATIONAL STANDARD CODE OF PRACTICE FOR GUIDELINES FOR THE COLLECTION AND DETECTION OF EXISTING SUBSURFACE UTILITY DATA.

SHEET NUMBER	SHEET TITLE
GENERAL	
GA.01	TITLE SHEET
GS.01	CONSTRUCTION SAFETY & PHASING PLAN
CIVIL	
CI.01	DETAILS, TYPICAL SECTIONS, SOIL BORINGS
CS.01	GRADINGS PLAN
CE.01	HANGAR ELEVATIONS & SLAB DETAIL
EI.01	ELECTRICAL PLAN
THIS PLAN SET CONTAINS 5 SHEETS.	

SPCC NO.	ITEM	UNIT	EST. QUANTITY
BASE BID - 8 UNIT T-HANGAR			
	8 UNIT T-HANGAR, COMPLETE DESIGN BUILD	LUMP SUM	1
BID ALTERNATE - DESIGN TWO BAYS FOR 8 UNIT T-HANGAR			
	DESIGN TWO BAYS FOR 8 UNIT T-HANGAR INCLUDING TWO BAYS TO CONSTRUCT 8 UNIT T-HANGAR COMPLETE DESIGN BUILD	LUMP SUM	1

I HEREBY CERTIFY THAT THIS IS AN ACCURATE AND COMPLETE REPRESENTATION OF THE PROJECT AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS.

SI, A.S.P. PARNAR
DATE: 01/15/2025

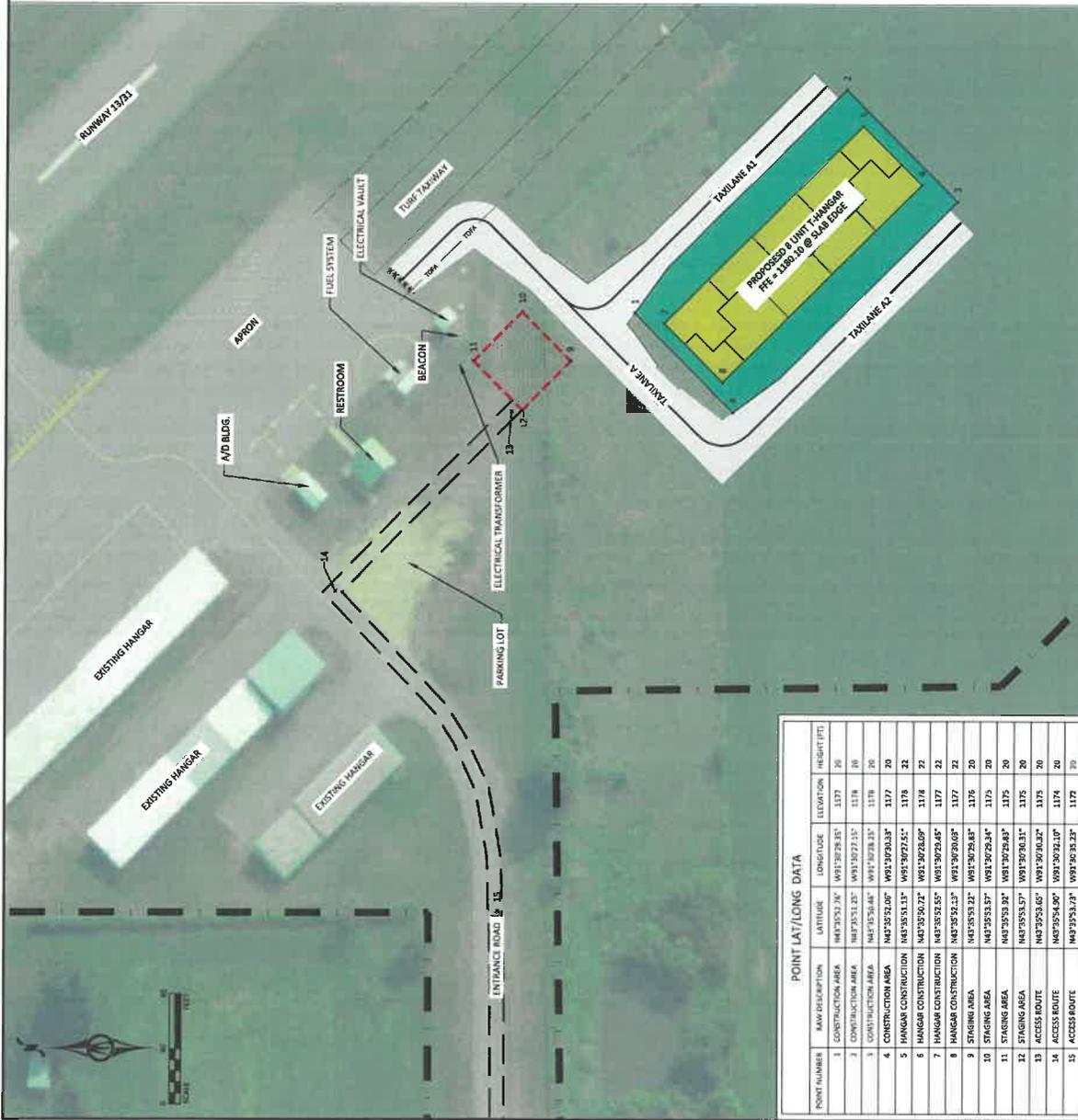
2500 43RD STREET NW, SUITE 100
PHOENIX, AZ 85028
PHONE: (602) 970-4332
EMAIL: ROB@BOLTON-MENK.COM
WWW.BOLTON-MENK.COM



HOUSTON COUNTY AIRPORT (CHU)
8 UNIT T-HANGAR CONSTRUCTION

SHEET
GO.01

TITLE SHEET



POINT NUMBER	MARK DESCRIPTION	LATITUDE	LONGITUDE	ELEVATION	HEIGHT (FT)
1	CONSTRUCTION AREA	N48°35'52.76"	W81°30'28.35"	1177	20
2	CONSTRUCTION AREA	N48°35'51.82"	W81°30'27.15"	1178	20
3	CONSTRUCTION AREA	N48°35'50.46"	W81°30'28.35"	1178	20
4	CONSTRUCTION AREA	N48°35'52.06"	W81°30'28.33"	1177	20
5	HANGAR CONSTRUCTION	N48°35'51.13"	W81°30'27.51"	1176	22
6	HANGAR CONSTRUCTION	N48°35'50.72"	W81°30'28.09"	1176	22
7	HANGAR CONSTRUCTION	N48°35'52.55"	W81°30'29.65"	1177	22
8	HANGAR CONSTRUCTION	N48°35'52.23"	W81°30'29.05"	1177	22
9	STAGING AREA	N48°35'53.22"	W81°30'29.45"	1175	20
10	STAGING AREA	N48°35'53.57"	W81°30'29.34"	1175	20
11	STAGING AREA	N48°35'53.34"	W81°30'29.43"	1175	20
12	STAGING AREA	N48°35'53.57"	W81°30'30.31"	1175	20
13	ACCESS ROUTE	N48°35'53.65"	W81°30'30.32"	1175	20
14	ACCESS ROUTE	N48°35'54.96"	W81°30'31.19"	1174	20
15	ACCESS ROUTE	N48°35'54.79"	W81°30'33.23"	1173	20

SAFETY AND CONSTRUCTION NOTES

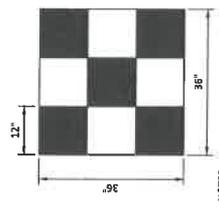
- SEE CONSTRUCTION SAFETY AND PHASING PLAN IN SPECIFICATIONS FOR ADDITIONAL DETAIL
- AIRPORT OPERATIONS AREA
 - RUNWAY 13/31 SHALL REMAIN OPEN AND OPERATIONAL FOR THE DURATION OF THE PROJECT.
 - AIRPORT SHALL ISSUE ALL NOTAMS
- CONSTRUCTION EQUIPMENT
 - ALL CONSTRUCTION EQUIPMENT MUST BE MARKED WITH A 3-FEET X 3-FEET ORANGE AND WHITE CHECKERED FLAG.
 - A FLASHING AMBER BEACON IS OPTIONAL BUT IS REQUIRED DURING TIMES OF LOW VISIBILITY.
 - CONTRACTOR MUST OBTAIN APPROVAL FROM THE ENGINEER FOR ANY EQUIPMENT WHICH EXCEEDS A HEIGHT OF 20-FEET.
- SWEEPING AND CLEANING:
 - CONTRACTOR SHALL HAVE A SWEEPER ON-SITE AT ALL TIMES TO PICKUP DEBRIS FROM ACTIVE PAVEMENT AREA AS IT OCCURS.
- HAUL ROUTES:
 - HAUL ROUTES AND ACCESS TO THE CONSTRUCTION SITE ARE DERIVED ON THIS SHEET.
 - GROUND OPERATIONS ARE UNCONTROLLED AT THE AIRPORT. WHEN A RUNWAY OR TAXIWAY IS OPEN TO AIR TRAFFIC, THE CONTRACTOR MUST OBTAIN RADIO CLEARANCE PRIOR TO PROCEEDING.
 - THE AIRPORT FREQUENCY IS 122.50 MHZ.
- STAGING AREA:
 - STAGING AREA SHALL BE RESTORED TO ORIGINAL CONDITION AT CONTRACTOR'S EXPENSE AFTER PROJECT IS COMPLETED.
 - EXACT LOCATION TO BE DETERMINED BY ENGINEER.

CONSTRUCTION NOTES:

- WORK ELEMENTS:
 - HANGAR CONSTRUCTION
 - HANGAR APRON CONSTRUCTION
- ACTIVE AREAS AFFECTED:
 - EXISTING TAXIWAYS ADJACENT TO NEW CONSTRUCTION
- DURATION:
 - CONSTRUCTION SHALL BE COMPLETED BY DECEMBER 1, 2025.



- LOW PROFILE BARRICADE NOTES:**
- BARRICADES SHALL BE LOW PROFILE AND LOW MASS AS APPROVED BY THE ENGINEER.
 - FLASHING RED LIGHTS ARE REQUIRED. LIGHTS SHALL BE OMNIDIRECTIONAL OR ROTATE ONE LIGHT 90° SECURELY FASTEN LIGHTS TO BARRICADE.
 - REFLECTIVE MEDIA SHALL BE ALTERNATING 6" WIDE BANDS OF RED AND WHITE.
 - BARRICADES SHALL BE SECURELY WEIGHTED TO PREVENT MOVEMENT BY WIND, PROPELLER WASH, OR JET BLAST UP TO 75 MPH.
 - SPACE BARRICADES 4' APART OR LESS AND EXTEND ACROSS PAVEMENT EDGE.
 - CONTRACTOR SHALL INSPECT BARRICADES TWICE DAILY - BEFORE CONSTRUCTION STARTS AND PRIOR TO LEAVING THE SITE AT THE END OF DAY.
 - DISTANCE BETWEEN LIGHTS SHALL NOT EXCEED 10'.



- NOTES:**
- FLAG SHALL HAVE A CHECKERED PATTERN OF INTERNATIONAL ORANGE AND WHITE SQUARES
 - VEHICLE WARNING FLAG

1 LOW PROFILE BARRICADE DETAIL

NOT TO SCALE

LEGEND

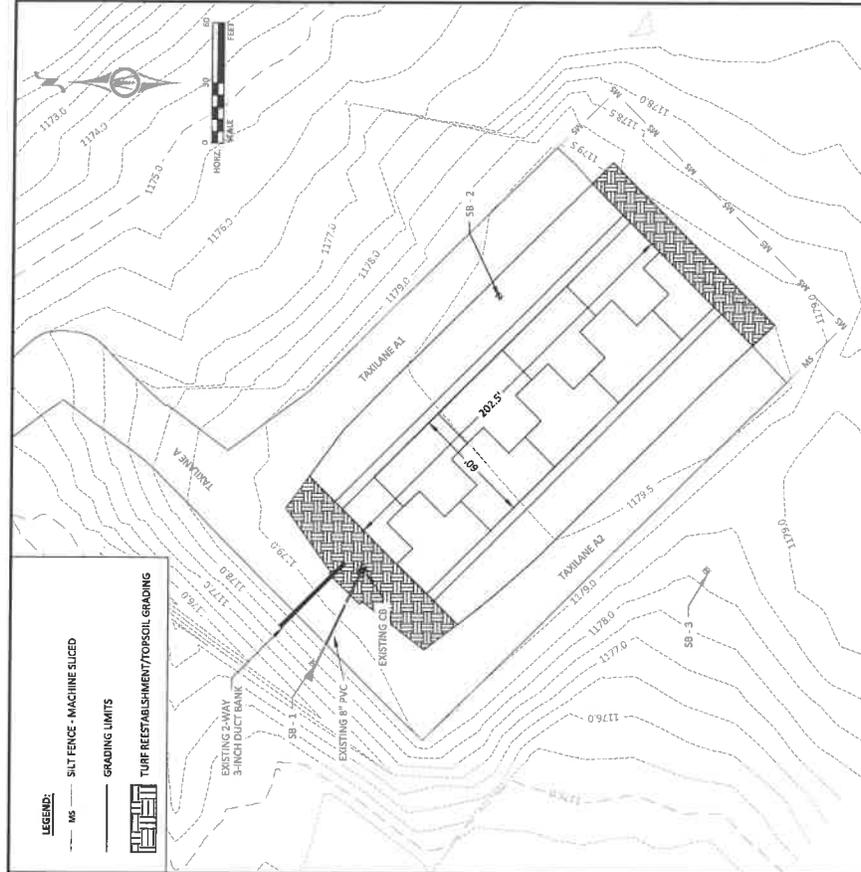
- PROPOSED 8 UNIT HANGAR
- WORK LIMITS
- CONSTRUCTION STAGING/STORAGE (50' X 50')
- LOW PROFILE BARRICADES
- CONTRACTOR ACCESS ROUTE
- EXISTING TAXIWAY
- AIRPORT PROPERTY LINE

BOLTON & MENK

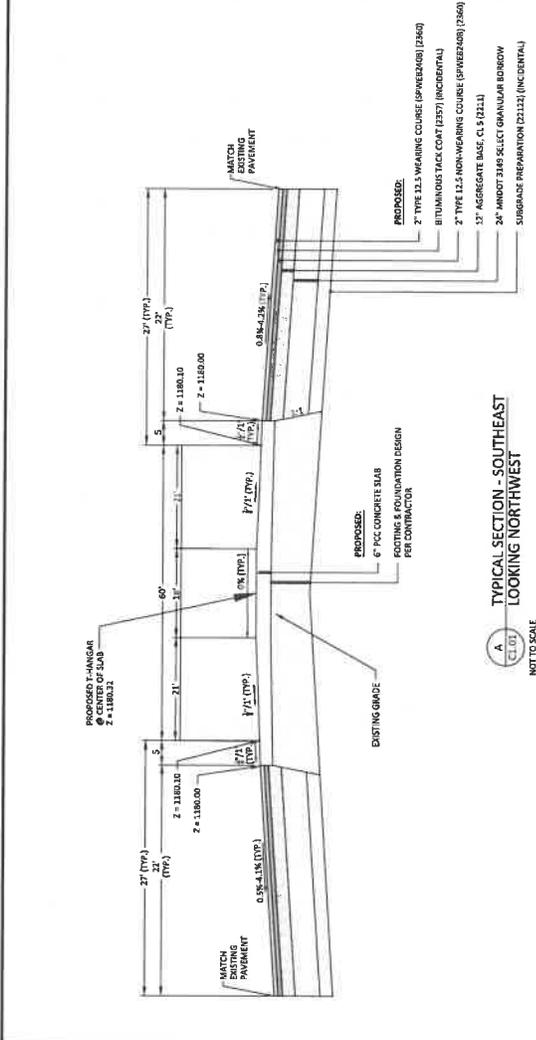
2500 48RD STREET NW, SUITE 100
 PHONE: (807) 288-4332
 EMAIL: INFO@BOLTON-MENK.COM
 WWW.BOLTON-MENK.COM

PROJECT: HOUSTON COUNTY AIRPORT (CHU)
 SHEET: G2.01
 CONSTRUCTION SAFETY & PHASING PLAN

DATE: 11/15/24
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPR'D BY: [Name]



DEPTH (FEET)	SB - 1	SB - 2	SB - 3
0	TOPSOIL, LEAN CLAY, TRACES OF ROOTS, DARK BROWN	TOPSOIL, LEAN CLAY, TRACES OF ROOTS, DARK BROWN	TOPSOIL, LEAN CLAY, TRACES OF ROOTS, DARK BROWN
5	LEAN CLAY, BROWN (CL)	LEAN CLAY, BROWN (CL)	LEAN CLAY, BROWN (CL)
10	SILT, GRAY AND BROWN, VERY MOIST (ML)	SILT, GRAY AND BROWN, VERY MOIST (ML)	SILT, GRAY AND BROWN, VERY MOIST (ML)



NOTES:
 ALL QUANTITIES ARE ESTIMATES FOR BIDDING PURPOSES ONLY AND SHALL NOT BE ADJUSTED. ALL PAYMENT FOR MATERIALS AND LABOR FOR ALL PROJECT COMPONENTS SHALL BE BY THE LUMP SUM BID OF THE ENTIRE PROJECT.

ITEM	UNIT	EST. QUANTITY
BASE BID - 8 UNIT T-HANGER		
COMMON EXCAVATION (EV), P	CU YD	970
SELECT GRANULAR BORROW (CV)	CU YD	664
AGGREGATE BASE (CV) CLASS 5	CU YD	326
TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	270

ITEM	UNIT	EST. QUANTITY
ALTERNATE BID - 6 UNIT T-HANGER		
COMMON EXCAVATION (EV), P	CU YD	790
SELECT GRANULAR BORROW (CV)	CU YD	518
AGGREGATE BASE (CV) CLASS 5	CU YD	252
TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	210

BOLTON & MENK

2500 ARBO STREET NW, SUITE 100
 ROCKLEDGE TOWNSHIP, MISSOURI
 WWW.BOLTONANDMENK.COM
 EMAIL: ROCKLEDGE@BOLTON-MENK.COM
 WWW.BOLTONMENK.COM

HOUSTON COUNTY AIRPORT (CHU)
 8 UNIT T-HANGER CONSTRUCTION

TYPICAL SECTIONS, DETAILS, & SOIL BORINGS

SHEET
CL.01



12/31 Board agenda items

Brian Pogodzinski

Thu 12/19/2024 3:28 PM

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

Cc:Sheila Schroeder <Sheila.Schroeder@co.houston.mn.us>; Polly Heberlein <Polly.Heberlein@co.houston.mn.us>;

 7 attachments (3 MB)

BA 12-31-24 Bridge MOU.pdf; BA 12-31-24 LaCrescent AT.pdf; BA 12-31-24 LaCrescent SRTS.pdf; BA 12-31-24 LaCrescent TA.pdf; BA 12-31-24 T-Hangar.pdf; RN 24-46 LaCrescent SRTS - resolution.docx; RN 24-45 LaCrescent AT - resolution.docx;

Allison,

Attached are the following agenda items for the 12/31 Board meeting.

- La Crescent Active Transportation Grant - Resolution of Support RN24-45
- La Crescent SRTS Infrastructure Grant- Resolution of Support RN24-46
- La Crescent Transportation Alternatives Grant – Letter of Support
- State line bridge agreement Memorandum of Understanding approval
- Airport T-Hangar – Approval to proceed with bidding project

One additional item may be the MnDOT LUP for Snowmobiles (If MnDOT and the County Attorney are available). I am still waiting for confirmation from MnDOT on their availability.

Brian K. Pogodzinski, P.E.

County Engineer

Houston County Dept of Transportation | 1124 E. Washington St. | Caledonia, MN 55921

O: 507-725-3925

**HOUSTON COUNTY
AGENDA REQUEST
December 31, 2024**

Date Submitted: December 26, 2024

By: Carol Lapham Administrator-Interim

ACTION REQUESTS

- **Discussion and final allocation of ARPA funds.**

- **Approval of 2024 budget adjustments to accurately reflect various revenues and expenditures and fund balance usage of the Recorder's Technology fund and the Compliance fund - documentation to be forwarded.**

- **Adopt Operating Budget Resolution 24-47.**

- **Set County Recorder Betz's 2025 annual salary.**

- **Set Sheriff Swedberg's 2025 annual salary.**

- **Set the County Commissioners' 2025 annual salary.**

- **Set County Attorney Jandt's 2025 annual salary to be prorated for January 1 through January 4th.**

- **Appoint Suzanne Bublitz as the Interim Houston County Attorney (E82-step 5) effective January 4, 2025 to fulfill the statutory duties of this office for the balance of the elected term of office upon completion of the oath of office.**

- **Designation of County Revenue, Road & Bridge, and Public Health and Human Services as major funds and Debt Service and Capital Projects as minor funds.**

- **Establish Fund 3 - Economic Development for financial reporting as required based on the amount of funds designated as such within Fund 01 – County Revenue and designate the fund as a minor fund.**

- **Adopt the 2025 Fee Schedule.**

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 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
2023	Food Shelf	Hokah	1,000	x 1,000	1,000

YEAR	AGENCY	PURPOSE	ALLOCATED	ALLOCATION	PAID
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	26,345	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			30,000
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	29,613	29,613
2024	Houston County Recycling	2 Covertops	30,000	23,965	23,965
2024	Houston County PH&HS	CaseWorks system	80,000	80,613	80,613
2024	Houston County PH&HS	Traverse to CaseWorks Conversion	15,000	14,000	14,000
2024/2025	Houston County A/T	ExpressVote Election Equipment	19,783	19,783	
TOTAL ALLOCATIONS			3,477,394	3,458,933	3,377,003
AVAILABLE ARPA			135,438	153,899	
LACTF AVAILABLE - \$100,000 LESS \$65,192				34,808	
TOTAL AVAILABLE				188,707	
2 Water Heaters CJC				89,500	
Microsoft Productivity Software				46,119	
Grader Roller Package				53,088	
				188,707	
				(0)	

RESOLUTION NO. 24-47

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	<u><u>\$ 14,737,549</u></u>

*******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 31, 2024.

WITNESS my hand this 31st day of December, 2024.

Carol A Lapham, County Administrator-Interim

BUDGET/LEVY			
	2025	2024	%
	Requests	Levy	+/-
General Fund	9,483,929	8,269,576	14.685%
Road & Bridge	2,827,517	2,943,379	-3.936%
PH&HS	3,004,203	2,472,149	21.522%
Debt Service	1,386,263	1,370,355	1.161%
Total	16,701,912	15,055,459	10.936%
CPA	-1,447,069	-1,462,825	15,756
Net Levy	15,254,843	13,592,634	1,662,209
Budget Deficit if levy is increased by:			
2.000% Levy Increase			
Total Levy	16,701,912	15,356,568	1,345,344
CPA	-1,447,069	-1,447,069	0
Net Levy	15,254,843	13,909,499	1,345,344
4.000% Levy Increase			
Total Levy	16,701,912	15,657,677	1,044,235
CPA	-1,447,069	-1,447,069	0
Net Levy	15,254,843	14,210,608	1,044,235
6.000% Levy Increase			
Total Levy	16,701,912	15,958,787	743,125
CPA	-1,447,069	-1,447,069	0
Net Levy	15,254,843	14,511,718	743,125
7.000% Levy Increase			
Total Levy	16,701,912	16,109,341	592,571
CPA	-1,447,069	-1,447,069	0
Net Levy	15,254,843	14,662,272	592,571
9.263% Levy Increase			
Total Levy	16,701,912	16,450,067	251,845
CPA	-1,447,069	-1,447,069	0
Net Levy	15,254,843	15,002,998	251,845

BUDGET/LEVY (PRELIMINARY)			
	2025	2024	%
	Requests	Levy	+/-
General Fund	9,053,928	8,269,576	9.485%
Road & Bridge	2,827,517	2,943,379	-3.936%
PH&HS	3,004,203	2,472,149	21.522%
Debt Service	1,386,263	1,370,355	1.161%
Total	16,271,911	15,055,459	8.080%
CPA	-1,447,069	-1,462,825	15,756
Net Levy	14,824,842	13,592,634	1,232,208
Budget Deficit/Surplus if levy is increased by:			
2.000% Levy Increase			
Total Levy	16,271,911	15,356,568	915,343
CPA	-1,447,069	-1,447,069	0
Net Levy	14,824,842	13,909,499	915,343
4.000% Levy Increase			
Total Levy	16,271,911	15,657,677	614,234
CPA	-1,447,069	-1,447,069	0
Net Levy	14,824,842	14,210,608	614,234
6.000% Levy Increase			
Total Levy	16,271,911	15,958,787	313,124
CPA	-1,447,069	-1,447,069	0
Net Levy	14,824,842	14,511,718	313,124
7.500% Levy Increase			
Total Levy	16,271,911	16,184,618	87,293
CPA	-1,447,069	-1,447,069	0
Net Levy	14,824,842	14,737,549	87,293
8.059% Levy Increase			
Total Levy	16,271,911	16,268,772	3,139
CPA	-1,447,069	-1,447,069	0
Net Levy	14,824,842	14,821,703	3,139

BUDGET/LEVY WITH ADJUSTMENTS (FINAL)			
	2025	2024	%
	Requests	Levy	+/-
General Fund	8,966,635	8,269,576	8.429%
Road & Bridge	2,827,517	2,943,379	-3.936%
PH&HS	3,004,203	2,472,149	21.522%
Debt Service	1,386,263	1,370,355	1.161%
Total	16,184,618	15,055,459	7.500%
CPA	-1,447,069	-1,462,825	15,756
Net Levy	14,737,549	13,592,634	1,144,915
Budget Deficit/Surplus if levy is increased by:			
2.000% Levy Increase			
Total Levy	16,184,618	15,356,568	828,050
CPA	-1,447,069	-1,447,069	0
Net Levy	14,737,549	13,909,499	828,050
4.000% Levy Increase			
Total Levy	16,184,618	15,657,677	526,941
CPA	-1,447,069	-1,447,069	0
Net Levy	14,737,549	14,210,608	526,941
6.000% Levy Increase			
Total Levy	16,184,618	15,958,787	225,831
CPA	-1,447,069	-1,447,069	0
Net Levy	14,737,549	14,511,718	225,831
7.500% Levy Increase			
Total Levy	16,184,618	16,184,618	0
CPA	-1,447,069	-1,447,069	0
Net Levy	14,737,549	14,737,549	0
8.059% Levy Increase			
Total Levy	16,184,618	16,268,772	-84,154
CPA	-1,447,069	-1,447,069	0
Net Levy	14,737,549	14,821,703	-84,154

Houston County Fee Schedule

The following fee schedule was adopted by the Houston County Board of Commissioners on December 31, 2024 and is effective January 1, 2025 unless otherwise noted. This fee schedule is not exhaustive since the Board of Commissioners may adopt or change fees in various formats that may not be reflected here. Note: Unless you contact the County, all overpayments of five dollars or less will not be refunded and will be receipted as "miscellaneous" to improve efficiency and cost effectiveness. Additionally, the County will waive charges if the cost to provide the data is less than the cost to process the payment.

Note: General fees for data collection and copies are governed by MN Statute 13, Data Practices, and the type of data and subject of data requested will determine the fees chargeable by the County to recover costs for responding to data requests. There are no fees for inspecting data.

Department	Service	Fee
General Fees	Copies (letter or legal size) - B/W, under 100	\$.25 per printed page
General Fees	Copies (letter or legal size) - B/W, over 100	\$.25 per printed page and actual employee time
General Fees	Copies (letter or legal size) - Color	\$1.00 per printed page
General Fees	Employee time: Search & retrieve data. (See note above and MN Statute 13.03)	\$36.20 per hour (billed for actual time, in 15-min increments. Requestor will be provided a cost estimate, 50% must be remitted prior to commencing the research project.
General Fees	Scanning, Copying, and e-mailing: tabloid & larger size paper	11x17 \$2.00 18x24 \$9.00 22x34 \$10.00 24x36 \$11.00 Larger than 24X36 \$4.00 per foot
General Fees	E-mailing plats (22x34)	\$10.00
General Fees	Minimum mailing charge	\$1.00
General Fees	Non-Sufficient Funds (NSF)	\$30.00 per check
Attorney	Copies of discovery documents	See general fees....plus \$5.00 per CD
Auditor/Treasurer	Certificate as to taxes & taxable property	\$200 per certificate - \$100 extra for top 25 taxpayers
Auditor/Treasurer	Confession of Judgement	\$80 per judgment
Auditor/Treasurer	Copy of Financial Statement	\$10 per year
Auditor/Treasurer	Copy of Township and Cities Officer List	\$5 per year
Auditor/Treasurer	Delinquent Tax Publication Fee	\$30 per publication
Auditor/Treasurer	Tax Increment Financing set Up	\$225 per district
Auditor/Treasurer	Tax Increment Financing annual maintenance	\$125 per district
Auditor/Treasurer	Special Assessment Amortization setup	\$50 per assessment roll
Auditor/Treasurer	Special Assessment Annual setup	\$25 per taxing district
Auditor/Treasurer	Administration & collection of special assessments	\$3.00 per assessment per year
Auditor/Treasurer	Tax Certificates	\$5 per parcel plus: \$5 for special assessments \$5 for delinquent taxes no maximum charge
Auditor/Treasurer	Escrow Account Maintenance	\$5 per parcel
Auditor/Treasurer	Revenue Recapture Processing Fee	\$30
Auditor/Treasurer	NSF Check fee	\$30
A/T Licenses and Permits	Fireworks Permit	\$25 per event
A/T Licenses and Permits	Beer License/On Sale	\$50 per year
A/T Licenses and Permits	Beer License/Off Sale	\$50 per year
A/T Licenses and Permits	Liquor License/On Sale	\$1250 per year
A/T Licenses and Permits	Liquor License/Off Sale	\$115 per year
A/T Licenses and Permits	Liquor License/Sunday	\$50 per year

A/T Licenses and Permits	Wine License	\$250 per year
A/T Licenses and Permits	1 to 3 Day 3.2 Beer License	\$10 per event
A/T Licenses and Permits	1 to 4 Day Liquor License	\$25 per event
A/T Licenses and Permits	Tobacco License	\$100 per year
A/T Licenses and Permits	Auctioneer	\$20 per year
A/T Licenses and Permits	Transient Merchant/Peddler's License	\$25 Application Fee (Non Refundable) \$25 per individual 7 Day Transient Merchant License \$75 per individual 30 Day Peddler License \$75 per individual 30 Day Canvasser/Solicitor
Highway Department	County Maps	\$3 \$5.25 mailed \$8.50 for two mailed \$3 per map, plus actual postage for additional
Highway Department	Address Sign - New Address	\$230
Highway Department	Address Sign - reuse sign/post	\$160
Highway Department	Permit for Over dimension Load	\$25 per trip; \$100 annual permit
Highway Department	Permit for Work within ROW	\$20
Highway Department	Permit for Special Event Road Closure	\$20
Highway Department	Permit - Access or Entrance Policy of 2 loads of rock being furnished for new driveway and 1 load of rock for a revised or extended driveway by County is continued.	\$550 residential/field \$650 street/comercial/farm yard \$50 temporary access \$275 revised/extension or improvement to an entrance/driveway
Highway Department	Mailbox installation	\$100 plus cost of materials
Highway Department	Message Board Signs	\$300 Set up plus \$20 per day per sign
Highway Department	Inventory Items/Materials	cost + 15%
Highway Department	Equipment Rental Hourly Rates	\$125 Backhoe \$50 Brush Chipper \$100 Dozer \$101 Drum Roller \$135 Grader \$125 Loader - Wheel Case 721 \$150 Loader - Wheel JD 644K \$150 Loader Wheel JD 821F \$115 Loader - Wheel Case 321F \$65 Loader - Compact JD 333G \$60 Loader - Compact JD 325G \$55 Mowing Tractor (large) \$45 Mowing Tractor (small) \$65 Sign Truck \$100 Tandem Truck - Hauling \$125 Tandem Truck - Plowing \$38 Sprayer \$40 Trailer
Highway Department	Labor Charge	Labor agreement in place plus 60% markup for fringe benefits
Human Services	Child Care Licensing (background study required)	\$50 initial \$100 2-yr renewal
Human Services	Community Residential Services (CRS)	\$500 per site per year

Public Health	Vaccines (fee fluctuates to match cost)	\$TBD Influenza regular \$TBD Influenza high dose \$100 Adult Hepatitis B \$80 Adult Tdap Contact PH office for other immunization fees - uninsured and underinsured individuals can receive MNVAC vaccine (free from the State) for an administrative fee of \$20 to \$30, waivable if individual is unable to pay
Recorder	Real Estate Documents	\$46
Recorder	Plats	\$56
Recorder	Referencing more than 4 documents	\$10 per reference after 4
Recorder	Conforming Copy	\$2
Recorder	Deed Tax & Mortgage Registration Tax	See Treasurer's fees
Recorder	Abstract - Typed Entry	\$10
Recorder	Abstract - Exhibit	\$1
Recorder	Abstract - STL/FTL Certificate	\$5 per name
Recorder	Abstract - Judgement Certificate	\$5 per name
Recorder	Abstract - Tax Certificate per PIN each for Auditor and Treasurer	\$5
Recorder	Landshark Access	\$5
Recorder	Real Estate Research Fee	\$36.20 per hour/one hour minimum
Recorder	Tract Search - limited, uncertified, 1 PIN	\$75 plus copies
Recorder	Copies by staff	\$2 per page
Recorder	E-mailed copies	\$2 per page
Recorder	Digital copies	\$2 per page
Recorder	Fax	<u>\$5 first page, \$2 per page after</u>
Recorder	Certified Copy	\$10 per document
Recorder	Expedite Fee	\$50 per request
Recorder	Passport Photos (2)	\$25 (includes tax)
Recorder	Vitals - Birth Certificate	\$26 for certified copy \$19 for additional certified copy requested at same time/same person \$13 non-certified copy
Recorder	Vitals - Certificate of No Birth Record on File	\$16
Recorder	Vitals - Death Certificate/Fetal Death Report	\$13 for certified copy \$6 for additional certified copy requested at same time/same person \$13 non-certified copy
Recorder	Vitals - Certificate of No Death Record on File	\$13
Recorder	Genealogy Research	\$36.20 per hour/one hour minimum
Recorder	Marriage License	\$115 per license \$40 per reduced fee license \$30 reprint of marriage license \$40 correction of historical marriage record \$9 for certified Marriage Certificate
Recorder	Ordination Papers recording fee	\$50
Recorder	Notary Commission	\$20 recording fee \$20 name/address change \$5 for Notary Certification
Recorder	Extended Hours Staff Fee	\$50 per hour (if staff is available)
Recorder	Abstractor's Continuation Certificate	\$100
Recorder	Abstractor's Original Certificate	\$100
Recorder	40 year search	\$200 plus copies
Sheriff's Office	Advance Fee: Writ of Execution	\$95
Sheriff's Office	Advance Fee: Writ of Recovery	\$150
Sheriff's Office	Advance Fee: Lien Sales	\$100
Sheriff's Office	Advance Fee: Vehicle Seizures	\$300 from Attorney \$500 Pro Se
Sheriff's Office	Civil Process Service - Personal Service/Non-Service - Posting	\$85 (5 attempts max) per person
Sheriff's Office	Writ of Execution Levy Fee (employer/bank)	15

Sheriff's Office	Writ of Execution Sale	\$100
Sheriff's Office	Commission of Execution	5% of total collected
Sheriff's Office	Mechanic Lien Sale	\$100
Sheriff's Office	Sheriff's Sale (Mortgage Foreclosure)	\$100
Sheriff's Office	Cancellation of Sheriff's Sale	\$50
Sheriff's Office	Postponement of Sheriff's Sale	\$10
Sheriff's Office	Redemption Fee	\$250
Sheriff's Office	Writ of Replevin	\$50 plus deputy time
Sheriff's Office	Writ of Restitution	\$50 plus deputy time
Sheriff's Office	Deputy time/Escort	\$85 per hour, per deputy (2hr min)
Sheriff's Office	Permit to Carry	\$65 County Resident \$100 Out of State \$35 Military/Law Enforcement
Sheriff's Office	Permit to Carry Renewal	\$45 County Resident \$75 Out of State \$30 Military/Law Enforcement \$10 Late renewal *Renewal expired 30 days plus is considered a new application*
Sheriff's Office	Criminal History Check (local records only)	\$10
Sheriff's Office	Copy of Police Report	\$.25 per page
Sheriff's Office	Copy of Video	\$25 per DVD
Sheriff's Office	Copy of Photos	\$10 per CD \$2 per page (4 photos per page)
Sheriff's Office	Fax Fee	\$5 for 1-10 pages \$.25 per additional page
Sheriff's Office	Transcription	\$50 per hr (2hr min)
Sheriff's Office	Fingerprint Card	\$10 per card
Sheriff's Office	Jail Fee - Pay for Stay Prisoners	\$30 per day
Sheriff's Office	Jail Fee - Weekender Prisoners	\$90
Sheriff's Office	Jail Fee - Out of County Prisoners	\$80 per day (single) \$75 per day (single, contract rate) \$140 per day (Special Supervision Detainee)
Sheriff's Office	Jail - Booking Fee	\$15
Sheriff's Office	UA Tests	\$15
Sheriff's Office	Dangerous Dog	\$200 Initial \$50 Annual Renewal \$15 Warning Symbol \$15 Dangerous Dog Tag \$50 per hour - Hearing Officer
Surveyor	Survey work for private sector, cities and townships	\$75 per hour for County Surveyor \$60 per hour for Assistant County Surveyor \$50 per hour for truck/field equipment
Surveyor	County-wide aerial imagery (digital)	\$525, includes county-provided storage device
Surveyor	Registered land surveys	\$80 plus \$5 per tract
Surveyor	Plat Review	\$200 per plat and/or condo plat plus \$15 per lot and/or condo unit - Incomplete applications may be charged hourly rate for review at County Surveyor's discretion
Environmental Services	Zoning Permit - Accessory Building or Accessory Addition	\$.15/sf, max charge \$300
Environmental Services	Zoning Permit - Dwelling or Addition	\$400 (included deck, porch, attached garage) \$150 for additions
Environmental Services	Zoning Permit - Change of use	\$50
Environmental Services	Zoning Permit - Extension	\$50
Environmental Services	Zoning Permit - After the fact	Triple the original charge

Environmental Services	Septic Permits	\$200 for holding tank \$375 for Type I <2,500 gpd \$400 for Type II non-holding tank \$400 for Type III \$1000 for Type IV \$1,000 for homeowner install holding tank \$1,000 for homeowner install non-holding tank \$500 for >2,500 gpd
Zoning	Public Hearing - Variance	\$500
Zoning	Public Hearing - Zoning Appeal	\$500
Zoning	Public Hearing - Conditional Use Permit	\$700
Zoning	Public Hearing - Interim Use Permit	\$700
Zoning	Public Hearing - Rezone	\$700
Zoning	Public Hearing - Ordinance Amendment	\$700
Zoning	Plat Review	\$700
Zoning	Soil Erosion Control Plan	\$80 for Type I \$160 for Type II \$240 for Type III
Zoning	E911 Address Assignment	\$50
Zoning	Wetland Permits	\$150 for no loss or exemption \$300 for replacement or banking
Zoning	Noxious Weed Control	\$20 per Pesticide Applicator Test
Solid Waste and Recycling	Refuse (household garbage)	\$2 per 30 gal bag or under \$2.50 per 45 gal bag \$2 min
Solid Waste and Recycling	Demo/non-household	\$.20 per lbs. or \$20 per c.y.
Solid Waste and Recycling	Large Household Items	\$.20 per lbs. or \$20 per c.y.
Solid Waste and Recycling	Tire Disposal	\$3 per auto tire off rim \$8 per auto tire on rim \$10 per semi/large truck/implement tire off rim* \$20 per tractor tire off rim* \$65 per oversized tire off rim* *Not accepted on rim
Solid Waste and Recycling	Appliance	\$0 per item/residential \$20 per item/business \$20 per item/camper (gas or ammonia) plus \$50 per item if uncleaned \$50.00 Items left in unit Plastic Appliances are NOT Recyclable Fee to be determined by Site Supervisors
Solid Waste and Recycling	E-waste	\$0 residential \$.35 per lb/business
Solid Waste and Recycling	Mattresses & Box spring	\$10 per mattress if clean/recyclable \$15 per mattress if wet/soiled/unrecyclable
Solid Waste and Recycling	Hauler's License	\$50 per year
Wildcat Park	Seasonal Rates	\$350 per month/\$1750 per season plus tax and actual cost of electricity with \$275 electricity deposit required
Wildcat Park	Monthly Rate	\$550 per month plus tax
Wildcat Park	Weekly Rate	\$350 per week plus tax
Wildcat Park	Electric Sites	\$60 per night plus tax
Wildcat Park	Primitive Sites	\$25 per night, per tent plus tax
Wildcat Park	Holding Tank Dump	\$10
Wildcat Park	Shelter Rental	\$50 per day plus tax, plus \$50 deposit
Wildcat Park	Boat Launch Fee	\$5 per day \$25 per season \$100 non-compliance fine

Auditor Warrants 2024/12/16

Lynn Colsch

Thu 12/26/2024 11:14 AM

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

REVIEW LICENSE CENTER PAYMENTS

2024/12/16 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
HARTLEY/CHRIS	5,080.00
KING/LUKE	9,434.07
LA CRESCENT/CITY OF	26,198.40
MADER 3G PROPERTIES LLC	2,461.95
MCNAMER/JAY MICHAEL	9,900.00
MEYER/KERMIT	17,520.00
OLMSTED SWCD	3,719.80
WEICHERT/THOMAS	2,280.00
WELKE/ANDREW	3,250.00
WINONA COUNTY SWCD	13,760.00
	<u>93,604.22</u>
19 VENDORS PAID LESS THAN \$2000.00	12,849.90
	<u><u>106,454.12</u></u>

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

Phone 507-725-5825

Commissioner Warrants 2024/12/30

Lynn Colsch

Thu 12/26/2024 11:16 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

2024/12/30 COMMISSIONER'S WARRANTS

VENDOR NAME	AMOUNT
BOLTON & MENK INC	18,760.00
ENTERPRISE FM	15,380.92
GOVERNMENT MANAGEMENT GROUP	3,800.00
LONE STAR TRUCK PARTS LLC	4,672.00
MINNESOTA ENERGY RESOURCES	4,890.65
MN STATE AUDITOR	11,195.00
VERIZON WIRELESS	3,403.37
	<u>62,101.94</u>
38 VENDORS PAID LESS THAN \$2000.00	<u>16,118.30</u>
	<u>78,220.24</u>
PUBLIC HEALTH & HUMAN SERVICES	<u>56,498.95</u>
	<u><u>134,719.19</u></u>

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

Phone 507-725-5825

THE ORDINANCE OF HOUSTON COUNTY TO REGULATE CANNABIS RELATED BUSINESSES

ORDINANCE NO. 16

The Houston County Board of Commissioners hereby ordains:

Section 1. Administration

1.1 Findings and Purpose

The Houston County Board of Commissioners makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter §342, which authorizes Houston County to protect the public health, safety, welfare of Houston County residents by regulating cannabis businesses within the legal boundaries of Houston County.

Houston County finds and concludes that the proposed provisions are appropriate and lawful land use regulations for Houston County, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

1.2 Authority & Jurisdiction

Houston County has the authority to adopt this ordinance pursuant to:

- (A) Minn. Stat. §342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- (B) Minn. Stat. §342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- (C) Minn. Stat. §152.0263, Subd. 5, regarding the use of cannabis in public places.
- (D) Minn. Stat. §462.357, regarding the authority of a local authority to adopt zoning ordinances.
- (E) Minn. Stat. §145A.05, subd.1, regarding local ordinances and the ability of a county board to enact regulations to regulate actual or potential public health threats.

This Ordinance shall be applicable to all areas of Houston County, including incorporated areas, unless the incorporated area has adopted an ordinance regulating Cannabis businesses.

1.3 Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

1.4 Enforcement

The Houston County Sheriff is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether a permit is required for a regulated activity listed in this ordinance.

1.5 Definitions

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. §342.01 and the rules promulgated pursuant to any of these acts shall have the same meanings in this ordinance.

2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.

3. Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, excluding lower-potency hemp edible retailers.

4. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.

5. Daycare: A center/business whose purpose in whole or in part involves providing for the care of a child outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.

6. Lower-potency Hemp Edible: As defined under Minn. Stat. §342.01 subd. 50.

7. Moveable Place of Business: Any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and that is not a fixed address or other permanent type of structure licensed for over-the-counter sales transactions.

8. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.

9. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.

10. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. §342.17.

11. Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.

12. Residential Treatment Facility: As defined under Minn. Stat. §245.462 subd. 23.

13. Retail Registration: An approved registration issued by the Office of Houston County Auditor/Treasurer to a state-licensed cannabis retail business.

14. School: A public school as defined under Minn. Stat. §120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. §120A.24.

15. State License: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Section 2. Registration of Cannabis Businesses

2.1 Consent to registering of Cannabis Businesses

No individual or entity may operate a state-licensed cannabis retail business within Houston County without first registering with Houston County. Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of (up to \$2,000) for each violation. Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

2.2 Compliance Checks Prior to Retail Registration

Prior to issuance of a cannabis retail business registration, Houston County shall conduct a preliminary compliance check to ensure compliance with local ordinances. Pursuant to Minn. Stat. §342, within 30 days of receiving a copy of a state license application from OCM, Houston County shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

2.3 Registration & Application Procedure

2.3.1 Fees.

Houston County shall not charge an application fee. A registration fee, as established in Houston County's fee schedule, shall be charged to applicants depending on the type of retail business license applied for. An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. §342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee. Any renewal retail registration fee imposed by Houston County shall be charged at the time of the second renewal and each subsequent renewal thereafter. A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. §342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

2.3.2 Application Submittal.

The Office of Houston County Auditor/Treasurer shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. §342.22.

- (A) An applicant for a retail registration shall fill out an application form, as provided by The Office of Houston County Auditor/Treasurer. Said form shall include, but is not limited to:
- i. Full name of the property owner and applicant;
 - ii. Address, email address, and telephone number of the applicant;
 - iii. The address and parcel ID for the property which the retail registration is sought;
 - iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. §342.13.
- (B) The applicant shall include with the form:
- i. the application fee as required in [Section 2.3.1];
 - ii. a copy of a valid state license or written notice of OCM license preapproval;
- (C) Once an application is considered complete, the Office of Houston County Auditor/Treasurer shall inform the applicant as such, process the application fees, and forward the application to the Houston County Board of Commissioners for approval or denial.
- (D) The application fee shall be non-refundable once processed.

2.3.3 Application Approval

- (A) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.

(B) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

2.3.4 Annual Compliance Checks.

The Houston County Sheriff shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under Minn. Stat. §342.22 Subd. 4(b), Minn. Stat. §342.24, and as otherwise required by Minnesota law.

The Houston County Sheriff shall conduct at minimum one unannounced age verification compliance check at least once per calendar year. Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government. Any failures under this section must be reported to the Office of Cannabis Management.

2.3.5 Location Change

A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 2.3.2 if it seeks to move to a new location still within the legal boundaries of Houston County; or if a state-licensed cannabis retail business seeks to move to a new location still within the legal boundaries of Houston County, it shall notify Office of Houston County Auditor/Treasurer of the proposed location change, and submit necessary information to meet all the criteria of this Ordinance.

2.4 Renewal of Registration

The Office of Houston County Auditor/Treasurer shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license. A state-licensed cannabis retail business shall apply to renew registration on a form established by Houston County. A cannabis retail registration issued under this ordinance shall not be transferred.

2.4.1 Renewal Fees.

The Office of Houston County Auditor/Treasurer may charge a renewal fee for the registration starting at the second renewal, as established in Houston County's fee schedule.

2.4.2 Renewal Application.

The application for renewal of a retail registration shall include, but is not limited to:

- Items required under Section 2.3.2 of this Ordinance.

2.5 Suspension of Registration

2.5.1 When Suspension is Warranted.

The Office of Houston County Auditor/Treasurer may suspend a cannabis retail business's registration if it violates the ordinance of Houston County or poses an immediate threat to the

health or safety of the public. The Office of Houston County Auditor/Treasurer shall immediately notify the cannabis retail business in writing the grounds for the suspension.

2.5.2 Notification to OCM.

The Office of Houston County Auditor/Treasurer shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide the Office of Houston County Auditor/Treasurer and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

2.5.3 Length of Suspension.

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended. Houston County may extend the suspension of the cannabis retail business’s registration if the OCM has not made a determination regarding a registration suspension. The Office of Houston County Auditor/Treasurer may reinstate a registration if it determines that the violations have been resolved. The Office of Houston County Auditor/Treasurer shall reinstate a registration if OCM determines that the violation(s) have been resolved.

2.5.4 Civil Penalties.

Subject to Minn. Stat. §342.22, subd. 5(e) the Office of Houston County Auditor/Treasurer may impose a civil penalty, as specified in Houston County’s Fee Schedule, for registration violations, not to exceed \$2,000.

2.6 Limiting of Registrations

The Office of Houston County Auditor/Treasurer shall limit the number of cannabis retail businesses to no more than four (4).

If Houston County has four (4) active cannabis retail businesses registration the Office of Houston County Auditor/Treasurer shall not be required to register additional state-licensed cannabis retail businesses.

Section 3. Requirements for Cannabis Businesses

3.1 Minimum Buffer Requirements

1. The Office of Houston County Auditor/Treasurer shall prohibit the operation of a cannabis business within 1,000 feet of a school.
2. The Office of Houston County Auditor/Treasurer shall prohibit the operation of a cannabis business within 500 feet of a day care.
3. The Office of Houston County Auditor/Treasurer shall prohibit the operation of a cannabis business within 500 feet of a residential treatment facility.
4. The Office of Houston County Auditor/Treasurer shall prohibit the operation of a cannabis business within 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.

5. The Office of Houston County Auditor/Treasurer shall prohibit the operation of a cannabis retail business within 500 feet from the main point of entry of the cannabis business to the main point of entry to another cannabis business.

Distances shall be computed by direct measurement from the nearest property line of the land use listed above to the nearest portion of the building being used for the cannabis business. Distances shall be verified by the applicant and confirmed by the person(s) responsible for enforcing this ordinance, via a method deemed acceptable by Houston County.

Pursuant to Minn. Stat. §462.367 subd. 14, nothing in Section 3.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a (school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors) moves within the minimum buffer zone.

3.1.1 Odor Mitigation

All cannabis cultivation operations, production and processing facilities, including but not limited to any: drying, aging, trimming and packing facilities shall be equipped with the following odor mitigation measures:

- (A) Installation and maintenance of activated carbon filters on all exhaust outlets to the building exteriors.
- (B) Location of exhaust outlets a minimum of 10 feet from the property line and 10 feet above finished grade.
- (C) Maintenance of negative air pressure within the facility, or an alternative odor control system approved by the person(s) responsible for enforcing this ordinance, based upon a mechanical engineer licensed in the State of Minnesota, demonstrating the alternative system will control odor equally or better than the required activated carbon filtration system.
- (D) All cultivation sites shall utilize dust control measures on access roads and all ground disturbing activities.

3.1.2 Security/Theft Mitigation

A cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, to deter and prevent theft of cannabis or cannabis products at the cannabis business, and to ensure emergency access in accordance with applicable Fire Code standards. Security measures shall include, but are not limited to the following:

- (A) A plan to prevent individuals from loitering on the premises of the business if they are not engaging in activity expressly related to the cannabis business.

- (B) Twenty-four-hour emergency contact information for the owner or an on-site employee which shall be provided to the Houston County Sheriff's Office.
- (C) A professionally installed, maintained, and monitored alarm system.
- (D) Except for live cannabis plants being cultivated at a cannabis cultivation facility, and limited amounts of cannabis for display purposes, all cannabis and cannabis products shall be stored in a secured and locked structure, and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft or loss.
- (E) Twenty-four-hour security cameras to monitor all entrances and exits to the cannabis business, all interior spaces open and accessible to the public, and all interior spaces where cannabis, cash, or currency is being stored for any period on a regular basis. The holder of the cannabis license shall be responsible for ensuring that the security cameras footage is accessible. The footage shall be retained for a minimum of ninety-days and shall be made available to the person(s) responsible for enforcing this ordinance, as well as the Houston County Sheriff's Office upon demand.
- (F) Panic buttons shall be installed in all cannabis businesses licensed under this ordinance.
- (G) Sensors shall be installed to detect entry/exit from all secure areas.
- (H) Any bars installed on the windows/doors of a cannabis business shall be installed only on the interior of the building.

3.1.3 Light Pollution Mitigation

All cannabis cultivation operations, production and processing facilities, including but not limited to any: drying, aging, trimming and packing facilities shall be equipped with the following light pollution mitigation measures:

- (A) Any security lighting for a cannabis business shall be shielded and angled in such a way as to prevent light from spilling outside the boundaries of the parcel(s) or premises or directly focusing on any surrounding areas.
- (B) Houston County shall provide notice to the cannabis business licensee upon receiving any light pollution complaint. Upon receiving notice, the licensee shall correct the violation as soon as possible and submit written documentation within 10 calendar days, demonstrating that all shielding has been repaired, inspected and corrected as necessary. Failure to correct a violation shall be grounds for penalties as outlined in the Houston County Zoning Ordinance.

3.2 Zoning and Land Use

The following types of Cannabis businesses are allowed to operate in the zoning district applicable to that business.

3.2.1. Cultivation.

Cannabis businesses licensed or endorsed for cultivation are permitted in the following zoning districts:

- Prohibited: Residential, Commercial, and Industrial
- Permitted - with an IUP: Agricultural

3.2.2. Cannabis Manufacturer.

Cannabis businesses licensed or endorsed for cannabis manufacturing are permitted in the following zoning districts:

- Prohibited: Residential
- Permitted - with an IUP: Agricultural, Commercial, and Industrial

3.2.3. Hemp Manufacturer.

Businesses licensed or endorsed for low-potency hemp edible manufacturers permitted in the following zoning districts:

- Prohibited: Residential
- Permitted - with an IUP: Agricultural, Commercial, and Industrial

3.2.4. Wholesale.

Cannabis businesses licensed or endorsed for wholesale are permitted as a (type of use) in the following zoning districts:

- Prohibited: Residential and Agricultural
- Permitted - with an IUP: Commercial and Industrial

3.2.5. Cannabis Retail.

Cannabis businesses licensed or endorsed for cannabis retail are permitted as a (type of use) in the following zoning districts:

- Prohibited: Agricultural and Residential
- Permitted: Commercial and Industrial

3.2.6. Cannabis Transportation.

Cannabis businesses licensed or endorsed for transportation are permitted as a (type of use) in the following zoning districts:

- Prohibited: Residential
- Permitted: Commercial and Industrial
- Permitted – with IUP - a limit of 5 vehicles: Agricultural

3.2.7. Cannabis Delivery.

Cannabis businesses licensed or endorsed for delivery are permitted as a (type of use) in the following zoning districts:

- Prohibited: Residential

- Permitted: Commercial and Industrial
- Permitted – with IUP - a limit of 5 vehicles: Agricultural

3.2.8. Cannabis Testing Facility.

Cannabis businesses licensed or endorsed as a Cannabis Testing Facility are permitted in the following zoning districts:

- Prohibited: Agricultural and Residential
- Permitted: Commercial and Industrial

3.2.9. Microbusiness.

Cannabis businesses licensed or endorsed as a Microbusiness are permitted in the following zoning districts:

- Prohibited: Residential
- Permitted - with an IUP: Agricultural, Commercial, and Industrial

3.2.10. Mezzobusiness.

Cannabis businesses licensed or endorsed as a Mezzobusiness are permitted in the following zoning districts:

- Prohibited: Residential
- Permitted - with an IUP: Agricultural, Commercial, and Industrial

3.2.11. Medical Cannabis.

Cannabis businesses licensed or endorsed as a Medical Business are permitted in the following zoning districts:

- Prohibited: Residential
- Permitted - with an IUP: Agricultural, Commercial, and Industrial

3.2.12. Low Potency Hemp Manufacture.

Cannabis businesses licensed or endorsed as a Low Potency Hemp Manufacturer are permitted in the following zoning districts:

- Prohibited: Residential
- Permitted - with an IUP: Agricultural, Commercial, and Industrial

3.3 Hours of Operation

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 10 a.m. and 9 p.m., six days a week. The sale of Cannabis is allowed on Sundays between 12 p.m. and 9 p.m. on Sundays.

3.4 Advertising

Cannabis businesses are permitted to erect up to two fixed signs on the exterior of the building or property of the business, unless otherwise limited by Houston County’s sign ordinances.

3.5 Prohibited Sales and Other Restrictions

3.5.1 Prohibited Sales

In addition to the prohibitions set forth under Minn. Stat. § 342.46, subd. 7, and Minn. Stat. § 342.27, subd. 12 no Registered Retail Establishment shall sell or offer to sell any Approved Products or Medical Cannabinoid Product:

(A) By Means of a Vending Machine.

(B) By Means of Self-Service Display.

All approved products and medical cannabinoid products, excluding multipacks of lower-potency hemp beverages in unopened containers sold in retail establishments which are also licensed for off-sale intoxicating liquor Sales according to Minn. Stat. § 340A, must be stored in a locked case behind the sales counter, in a storage unit, or in another area not freely accessible by the public. This does not prohibit registered retail cannabis businesses from displaying single product Samples pursuant to Minn. Stat. § 342.27, subd. 5.

(C) At a Moveable Place of Business.

Only fixed location businesses may sell approved products and medical cannabinoid products, excluding licensed delivery sales.

3.5.2 Multiple Licenses – Restrictions

No person, cooperative, or business holding a cannabis retailer license may own or operate any other cannabis business or hemp business.

No person, cooperative, or business may hold a license to own or operate more than one cannabis retail business in one city and three retail businesses in one county.

A restriction on the number or type of license a business may hold applies to every cooperative member or every director, manager, and general partner of a cannabis business.

Section 4. Lower-Potency Hemp Edibles

4.1 Sale of Low-Potency Hemp Edibles

The sale of Low-Potency Edibles is permitted, subject to the conditions within this Section and this Ordinance as a whole.

4.2 Zoning Districts - Low Potency Hemp Edible Retail.

Cannabis businesses licensed or endorsed as a Low Potency Hemp Edible Retail facility are permitted in the following zoning districts:

- Prohibited: Agricultural and Residential
- Permitted - with an IUP: Commercial and Industrial

4.3 Additional Standards

4.3.1 Sales within Municipal Liquor Store.

The sale of Low-Potency Edibles is permitted in a Municipal Liquor Store.

4.3.2 Age Requirements.

The sale of Low-Potency Edibles is permitted only in places that admit persons 21 years of age or older.

4.3.3 Beverages.

The sale of Low-Potency Hemp Beverages is permitted in places that meet the requirements of this Section.

4.3.4 Storage of Product.

Low-Potency Edibles shall be sold behind a counter and stored in a locked case.

Section 5. Local Government as a Cannabis Retailer

Houston County may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this chapter. The municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis retail businesses under Section 2.6. Houston County shall be subject to all same rental license requirements and procedures applicable to all other applicants.

Section 6 Use in Public Places

No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment, or an event licensed to permit on-site consumption of adult-use.

[SECTION INTENTIONALLY LEFT BLANK]

DURATION AND EFFECTIVE DATE

1. This ordinance shall become effective on the first day of publication after adoption.
2. In the absence of other state statutory authority, by resolution of a Houston County municipality and agreement by the Houston County Board of Commissioners, a municipality may be exempt from all or part of this ordinance.

NOW THEREFORE, by and through Minn. Statute §145A, Minn. Statute §349, and Minn. Statute §342, and in the light of the need for overall enforcement, public health and safety, as well as the need to address regulatory issues created by the establishment of cannabis businesses in Houston County, this ordinance is hereby adopted by the Houston County Board of Commissioners and effective this 31st day of December, 2024.

HOUSTON COUNTY

By _____
Eric Johnson, Chair
Houston County Board of Commissioners

Date: _____

Attested to by:

Polly Heberlein
Houston County Auditor/Treasurer

Date: _____