

## PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: December 16, 2025

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Cindy Wright, Eric Johnson, Kurt Zehnder, Robert Schuldt, and Greg Myhre

Others Present: Interim Auditor/Treasurer Polly Heberlein, Fillmore County Journal Reporter Charlene Selbee, The Caledonia Argus writer Kim Nielson, Interim Attorney Suzanne Bublitz, Interim Recorder Michelle Werner, Engineer Brian Pogodzinski, Sheriff Brian Swedberg, Coordinator Brent Parker, Deputy Auditor/Treasurer Amy Sylling, Finance Director Carol Lapham, Public Health and Human Services Director John Pugleasa, Financial Assistance Supervisor Karen Kohlmeyer, Social Services Supervisor Bethany Moen, Fiscal Supervisor Heidi Harms, Public Health Supervisor Jordan Knoke, Public Health R.N., PHN Mary Zaffke, Public Health R.N., PHN Dawn Schutte-meier, Public Health R.N., PHN Hannah Jaster, Public Health Educator Bri Ceaser, Home and Community Services Social Worker Jennifer Daley-Oakes, Public Health Case Aide Kimberly Rommes, Community Health Worker Sue Felten, Public Health R.N., PHN Laurie Bigalk, Environmental Services Director Amelia Meiners, Feedlot Officer/Ag Inspector Jeremy Burt, Carolyn Olson, Bob Burns and John Haines

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Myhre, seconded by Commissioner Zehnder, motion carried unanimously to approve the meeting minutes from December 2, 2025.

Public Comment:

None.

### APPOINTMENTS

At 9:05 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion carried unanimously to close the regular meeting and begin a public hearing

pursuant to Minnesota Statutes § 375A.1205, Subdivision 1. The purpose of the hearing was to consider making the positions of Auditor/Treasurer and Recorder positions appointed.

John Haines stated our democracy is fragile. This action takes power away from the citizens. He advised the Board to avoid making decisions that are not easily reversed.

At 9:09 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Wright, motion carried unanimously to end the public hearing and return to regular session.

Commissioners recognized Public Health Nurse, Mary Zaffke for receiving the MDH Betty Hubbard Maternal & Child Health Leadership Award for 2025. Public Health Supervisor Jordan Knoke stated the award was given to a single individual within the state who has made a significant impact on mothers, children and families. When Mary Zaffke was asked to say a few words, she quoted Paul Wellstone ~ “We all do better when we all do better.”

Commissioners also noted that this was Public Health and Human Services Director John Pugleasa’s last meeting and thanked him for his service to Houston County.

#### CONSENT AGENDA

Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve the consent agenda. Approved items are listed below.

- 1) Change the employment status of Emma Walter, Deputy Recorder, from probationary to regular, effective December 30, 2025.
- 2) Accept the resignation of Nicole Lemke, Child Support Officer, effective December 19th, 2025, with thanks for her 2 years of service to the residents of Houston County.
- 3) Hire Kohl Betcher as a 67-day temporary/casual Drop Site Supervisor, at a pay rate of \$17.50 per hour.
- 4) Accept the resignation of Abigail Bendel, Child Protection Social Worker, effective December 31st, 2025, with thanks for her 2 years of service to the residents of Houston County.
- 5) Consider approving Resolution 25-44 adopting Houston County Policies and Procedures Manual. Resolution is below.

#### **Resolution 25-44 Adopting Houston County Policies and Procedures Manual**

**Date: December 16<sup>th</sup>, 2025**

**Whereas**, the Houston County Board of Commissioners has authority to establish and revise county personnel policies; and

**Whereas**, these policy recommendations have been reviewed in consultation with the management team; and

**Whereas**, the County Human Resources Officer recommends the adoption of new and updated policies to promote positive, productive, safe, and effective workplace culture and

practices, and to support continued compliance with applicable law and regulations, and effective delivery of public services; and

**Therefore, be it resolved,** Houston County shall establish a personnel policy manual including the following sections and policies effective:

**Section A – Purpose, Adoption, and Administration**

- A-1 Purpose
- A-2 Adoption
- A-3 Administration
- A-4 Application
- A-5 Definitions

**Section B – Staffing and Employment Practices Policies**

- B-1 Equal Employment Opportunity
- B-2 Recruitment and Selection
- B-3 Background Investigation
- B-4 Probationary and Trial Periods
- B-5 Separation from Employment
- B-6 Layoff
- B-7 Outside Employment
- B-8 Personnel Records, Forms, and Transactions
- B-9 Performance Management
- B-10 Hours of Work and Time Reporting
- B-11 Photo ID / Building Access Policy
- B-12 Dress Code – next to hours and time
- B-13 Disability and Workplace Accommodation
- B-14 Acceptable Use of Computers and IT Resources
- B-15 Telework / Remote Work
- B-16 Nepotism
- B-17 Vehicle Use
- B-18 Travel Reimbursement
- B-19 Data Privacy / Not Public Data
- B-20 Nursing and Lactation Support
- B-21 Vacation Donation

**Section C – Classification and Compensation Policies**

- C-1 Classification Plan
- C-2 Compensation Plan
- C-3 Administration of Compensation Plan

**Section D – Benefits / Entitlements Policies**

- D-1 Insurance
- D-2 Holidays
- D-3 Vacation
- D-4 Sick Time / ESST
- D-5 Family Medical Leave (FMLA)
- D-6 Minnesota Paid Leave (MPL)
- D-7 Leaves of Absence
- D-8 Employee Training and Development

**Section E – Code of Conduct Policies**

- E-1 Discrimination and Harassment Prevention
- E-2 Respectful Workplace
- E-3 Workplace Violence
- E-4 Code of Conduct
- E-5 Discipline and Discharge
- E-6 Grievance Procedure
- E-7 Political Activity
- E-8 Conflict of Interest
- E-9 Commercial Driver’s License (CDL)

**Section F – Workplace Safety and Health Policies**

- F-1 Emergency Closure of County Government Offices and Adverse Weather Conditions
- F-2 Cell Phone and Wireless Communications
- F-3 Communicable Disease Prevention Management
- F-4 DOT Drug and Alcohol Testing
- F-5 AWAIR Program
- F-6 Drug, Alcohol, Tobacco and Cannabis Free Workplace

**Be it Finally Resolved** that the County reserves the right to make additional changes and updates to County Personnel Policies by amendment or future Board Actions.

**ACTION ITEMS**

File No. 1 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to approve 2026-2027 MPCA Feedlot Program Delegation Agreement Work Plan.

File No. 2 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to approve Social Worker Internship Agreement with Winona State University.

File No. 3 – Commissioner Zehnder moved, Commissioner Schuldt seconded, motion unanimously carried to approve Biennial Healthcare Access Plan 2026-2027.

File No. 4 – Commissioner Wright moved, Commissioner Schuldt seconded, motion unanimously carried to approve Initiating a competitive search for a 1 FTE Child Support Officer (B24).

File No. 5 – Commissioner Wright moved, Commissioner Schuldt seconded, motion unanimously carried to approve Initiating a competitive search for a 1 FTE Child Protection Social Worker (C41).

File No. 6 – Commissioners discussed with Sheriff Swedberg a law enforcement contract for services with the City of Spring Grove. The agreement would provide the City with one deputy for 70 hours of coverage every two weeks at a cost of \$220,000.00 for year 2026. The 3-year contract would increase 5% yearly. The current 2025 contract provides 70 hours of deputy coverage per week between two deputies for a cost of \$337,291.13. Swedberg hopes to retain the two deputies regardless of a contract agreement with the City. To retain those employees, he would delay a squad car purchase and not replace a 1 FTE administrative assistant who intends to retire the end of May. Commissioner Johnson reminded Swedberg that when the original contract was discussed Swedberg had said if the contract was not renewed the extra deputies would be laid off. Commissioners felt the County was obligated to provide law enforcement coverage for Spring Grove regardless of any agreement with the City. They voiced concerns about the contract's uncertainty and that the reduced contract subsidized the City's budget at the expense of other County residents. The matter was tabled and will be brought back to the Board after the City of Spring Grove reviews the terms and agrees.

File No. 7 – Commissioner Zehnder moved, Commissioner Schuldt seconded, motion unanimously carried to review and approve payments. Payments are below.

**REQUEST APPROVAL FOR PAYMENT**

**2025/12/16 COMMISSIONER'S WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
ABILITY BUILDING COMMUNITY	2,062.27
ACEN TEK	4,472.50
AVFUEL CORPORATION	10,978.67
BOLTON & MENK INC	6,000.00
CALEDONIA OIL CO INC	5,577.50
CALEDONIA/CITY OF	13,036.14
COMPUTER FORENSIC SERVICES LLC	48,301.41
ENTERPRISE FM	11,199.61
HOUSTON COUNTY TREASURER	2,315.42
HOUSTON COUNTY TREASURER	20,965.63
HOUSTON COUNTY TREASURER	61,636.99
KRIS ENGINEERING INC	9,282.52
LA FLEUR LAW OFFICE LLC	4,095.00
LIBERTY TIRE RECYCLING LLC	3,565.40
LITTLE FALLS MACHINE INC	2,723.04
MIENERGY COOPERATIVE	2,233.46
MINNESOTA ENERGY RESOURCES	7,062.46
MN STATE TREASURER	3,735.00
NEDLAND INDUSTRIES INC	28,930.00
OLYMPIC BUILDERS GENERAL CONTRAC	57,855.00
REGENTS OF THE UNIVERSITY OF MINNE	37,500.00
RICHARD'S SANITATION LLC	21,789.19
SHI INTERNATIONAL CORP	8,059.20
VISA	9,337.95
WEX BANK	5,640.76
WIEBKE TIRE CO	2,018.50
	<u>390,373.62</u>
50 VENDORS PAID LESS THAN \$2000.00	<u>24,405.74</u>
	<u>414,779.36</u>
PUBLIC HEALTH & HUMAN SERVICES	<u>182,723.64</u>
	<u><u>597,503.00</u></u>

**REVIEW LICENSE CENTER PAYMENTS**

**2025/12/01 AUDITOR WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
HOUSTON COUNTY TREASURER	7,090.29
ISD 300 TREASURER	87,148.55
MN PACE-ST PAUL PORT AUTHORITY	3,749.15
TREASURER CCWSD	27,851.14
TREASURER CITY OF BROWNSVILLE	77,214.59
TREASURER CITY OF CALEDONIA	583,635.82
TREASURER CITY OF EITZEN	50,966.37
TREASURER CITY OF HOKAH	155,577.38
TREASURER CITY OF HOUSTON	275,214.40
TREASURER CITY OF LA CRESCENT	1,726,282.78
TREASURER CITY OF SPRING GROVE	310,468.52
TREASURER SCHOOL DISTRICT 238	4,912.45
TREASURER SCHOOL DISTRICT 239	28,482.74
TREASURER SCHOOL DISTRICT 294	134,473.66
TREASURER SCHOOL DISTRICT 297	160,541.60
TREASURER SCHOOL DISTRICT 299	224,634.57
TREASURER TWP OF BLACKHAMMER	53,003.45
TREASURER TWP OF BROWNSVILLE	79,386.13
TREASURER TWP OF CALEDONIA	87,942.87
TREASURER TWP OF CROOKED CREEK	45,649.58
TREASURER TWP OF HOKAH	58,980.30
TREASURER TWP OF HOUSTON	78,525.25
TREASURER TWP OF JEFFERSON	14,291.90
TREASURER TWP OF LA CRESCENT	146,652.28
TREASURER TWP OF MAYVILLE	65,708.44
TREASURER TWP OF MONEY CREEK	115,513.27
TREASURER TWP OF MOUND PRAIRIE	114,713.31
TREASURER TWP OF SHELDON	42,864.40
TREASURER TWP OF SPRING GROVE	66,195.80
TREASURER TWP OF UNION	50,262.72
TREASURER TWP OF WILMINGTON	90,285.73
TREASURER TWP OF WINNEBAGO	56,980.34
TREASURER TWP OF YUCATAN	57,254.06
	<hr/>
	5,082,453.84
1 VENDOR PAID LESS THAN \$2000.00	326.35
	<hr/>
	5,082,780.19
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**REVIEW LICENSE CENTER PAYMENTS**

**2025/12/10 AUDITOR WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
PITNEY BOWES GLOBAL FINANCIAL SERV LLC	20,000.00
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	20,000.00
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## DISCUSSION ITEMS

Sheriff Swedberg discussed his duties and work history with the Commissioners. He highlighted his emergency management credentials and stated he was the only sheriff in the state with those qualifications. Next year he plans to offer a boater safety class at no cost to the public and hopes to add snowmobile and ATV classes. Commissioners questioned Swedberg on current juvenile holding contracts and his budget considering the uncertainty of the Spring Grove law enforcement services contract. Swedberg stated the County has one juvenile contract for 2026, but counties can choose to bring juveniles to Houston County without a contract. Swedberg requested that the Commissioners consider adjusting his salary with a 3.5% cost of living adjustment and an additional 3% increase. His current salary is \$141,473.00. The increases would result in a total salary of \$150,817.00. No action was taken.

Coordinator Parker stated applications for Board of Adjustment, Planning Commission and the RFP for EDA services all close on Friday, December 19<sup>th</sup>. At the next meeting, Bob Burns will give a Semcac update and there will be discussion concerning per diems. On January 6<sup>th</sup>, a public hearing will be held to consider making the positions of Auditor/Treasurer and Recorder appointed positions with action being sought that day. Commissioner Myhre asked if a question could be added to the ballot regarding high powered rifles. Commissioner Wright asked that a written description of all County committees be created. Commissioner Johnson requested workgroup meetings be recorded and not posted.

The Commissioners discussed recent and upcoming meetings including, Land Use, AMC, Transportation, Emergency Communication, Solid Waste, Extension, and Parks meeting.

Closing Public Comment:

None.

There being no further business, a motion was made by Commissioner Schuldt, seconded by Commissioner Myhre, motion unanimously carried to adjourn the meeting at 11:40 a.m. The next meeting would be a regular meeting on December 23, 2025.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

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

Attest: \_\_\_\_\_  
Brent Parker, Coordinator

# 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:** 16-Dec-25

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

**Issue:**

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

**Justification:**

**Action Requested:**

Public Information Meeting at 9:05am during the Board meeting to allow the public an opportunity to comment on the County's Stormwater Pollution Prevention Program for the La Crescent area. (Public Hearing Notice is attached.)

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

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

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

PLEASE TAKE NOTICE:

Notice is hereby given that the Annual Public Information Meeting on Houston County's Stormwater Pollution Prevention Plan (SWPPP) will be held on Tuesday, December 23, 2025, at 9:05am in the Houston County Commissioner's Room, City of Caledonia, Minnesota. General information on permit activities and coverage will be presented and discussed.

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

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

HOUSTON COUNTY HIGHWAY DEPARTMENT

By Brian Pogodzinski  
County Highway Engineer

ADV: December 10, 2025

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
December 23, 2025**

**Date Submitted: 12/18/2025**

**By: Brent Parker, County Coordinator / HR Director**

**ACTION**

- **Consider approving proposal for EDA/Professional Services contract**
- **Approve the 2026 Non-Represented Pay Grid**

**APPOINTMENT REQUEST**

**HR CONSENT AGENDA REQUEST**

- **Hire Bryce Helke as a 67-day temporary/casual Transport Officer to work as needed, at rate of \$20.33 per hour**
- **Approve Memorandum of Agreement between Houston County and Local Union #2166 American Federation of State Employees, AFL-CIO Council 65, agreeing to a 50/50 split for Minnesota Paid Leave premiums**
- **Approve Memorandum of Agreement between Houston County and The International Union of Operating Engineers Local No. 49, agreeing to a 50/50 split for Minnesota Paid Leave premiums**
- **Approve Memorandum of Agreement between Houston County and Law Enforcement Labor Services, Inc., Local 237, agreeing to a 50/50 split for Minnesota Paid Leave premiums**
- **Approve Memorandum of Agreement between Houston County and Law Enforcement Labor Services, Inc., Local 415, agreeing to a 50/50 split for Minnesota Paid Leave premiums**
- **Approve Memorandum of Agreement between Houston County and Law Enforcement Labor Services, Inc., Local 60, agreeing to a 50/50 split for Minnesota Paid Leave premiums**
- **Approve Memorandum of Agreement between Houston County and Minnesota Association of Minnesota Professional Employees, agreeing to a 50/50 split for Minnesota Paid Leave premiums**

**Reviewed by:**

\_\_\_\_\_ **HR Director**

\_\_\_\_\_ **Sheriff**

\_\_\_\_\_ **Finance Director**

\_\_\_\_\_ **Engineer**

\_\_\_\_\_ **IS Director**

\_\_\_\_\_ **PHHS**

(indicate

\_\_\_\_\_ **County Attorney**

\_\_\_\_\_ **other dept)**

\_\_\_\_\_ **Recorder**

\_\_\_\_\_ **Environmental Svcs**

**Recommendation:**

**Decision:**

2026 3.5%	Steps								
	0	3.50% 1 yr	3.50% 2 yr	3.50% 3 yr	3.50% 4 yr	3.50% 5 yr	3.50% 6 yr	3.50% 7 yr	3.50% 8 yr
	1	2	3	4	5	6	7	8	9
Current Band Grade									
A11	\$17.88	\$18.53	\$19.17	\$19.83	\$20.52	\$21.25	\$21.98	\$22.75	\$23.56
A12	\$19.68	\$20.37	\$21.08	\$21.84	\$22.59	\$23.38	\$24.21	\$25.05	\$25.94
A13	\$20.87	\$21.58	\$22.34	\$23.12	\$23.93	\$24.78	\$25.65	\$26.55	\$27.47
B21	\$22.11	\$22.88	\$23.70	\$24.53	\$25.39	\$26.26	\$27.19	\$28.13	\$29.14
B22	\$23.43	\$24.26	\$25.10	\$26.00	\$26.90	\$27.84	\$28.81	\$29.84	\$30.88
B23	\$25.56	\$26.44	\$27.37	\$28.34	\$29.31	\$30.35	\$31.41	\$32.51	\$33.63
B24	\$27.09	\$28.03	\$29.01	\$30.02	\$31.07	\$32.17	\$33.28	\$34.44	\$35.65
B25	\$28.71	\$29.71	\$30.75	\$31.83	\$32.92	\$34.08	\$35.28	\$36.53	\$37.80
B31	\$29.57	\$30.62	\$31.68	\$32.79	\$33.94	\$35.13	\$36.35	\$37.63	\$38.95
B32	\$31.35	\$32.44	\$33.58	\$34.76	\$35.97	\$37.24	\$38.54	\$39.88	\$41.28
C41	\$33.23	\$34.40	\$35.60	\$36.85	\$38.14	\$39.46	\$40.86	\$42.28	\$43.76
C42	\$34.90	\$36.11	\$37.37	\$38.68	\$40.04	\$41.42	\$42.89	\$44.39	\$45.94
C43	\$36.29	\$37.54	\$38.86	\$40.21	\$41.64	\$43.09	\$44.59	\$46.14	\$47.77
C44	\$38.11	\$39.43	\$40.82	\$42.25	\$43.73	\$45.26	\$46.84	\$48.47	\$50.18
C52	\$40.40	\$41.79	\$43.27	\$44.78	\$46.35	\$47.97	\$49.65	\$51.40	\$53.20
C53	\$41.61	\$43.06	\$44.57	\$46.12	\$47.72	\$49.41	\$51.14	\$52.93	\$54.78
D61	\$42.86	\$44.36	\$45.91	\$47.53	\$49.17	\$50.89	\$52.67	\$54.51	\$56.44
D62	\$44.58	\$46.13	\$47.74	\$49.42	\$51.15	\$52.94	\$54.79	\$56.70	\$58.68
D63	\$49.04	\$50.75	\$52.54	\$54.37	\$56.27	\$58.24	\$60.28	\$62.40	\$64.58
E81	\$53.93	\$55.83	\$57.78	\$59.80	\$61.90	\$64.06	\$66.30	\$68.63	\$71.03
E82	\$57.17	\$59.17	\$61.25	\$63.40	\$65.61	\$67.91	\$70.30	\$72.75	\$75.29

**\*Drop-site Supervisor Wage Schedule:**

Step 1 (520 hrs)	Step 2 (520 hrs)	Step 3 (520 hrs)	Step 4 (520 hrs)	Step 5 (520 hrs)
\$18.11	\$19.19	\$20.21	\$21.27	\$22.32

Newly hired employees shall be placed at the first step of the wage scale.

From this point forward, employees shall progress through the wage steps and advance to the next highest pay rate upon completing 520 hours of work.

<b>*Temporary/Seasonal Help Wage Schedule:</b>	\$17.50
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<b>*Veterans Service Drivers:</b>	\$17.50
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<b>*Sheriffs Office Transport Officers:</b>	\$21.04
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## **Memorandum of Agreement**

The Memorandum of Agreement (MOA) is entered into between the County of Houston (County) and Local Union #2166 American Federation of State, County, and Municipal Employees, AFL-CIO Council 65 (Union).

**WHEREAS**, the County and Union are parties to a 2025-2027 Labor Agreement (Labor Agreement); and

**WHEREAS**, State of Minnesota enacted a new form of paid leave effective January 1, 2026, Minnesota Paid Leave (MNPL); and,

**WHEREAS**, both the County and the Union wish to further address MNPL.

**NOW THEREFORE**, the County and Union agree to the following:

1. Effective January 1, 2026, the Employer and Employee will split the premiums for the Minnesota Paid Family and Medical Leave (MNPL) on a 50/50 basis with the Employee share through payroll deductions pursuant to MS 268B.14.
2. Employees may utilize accrued paid leave to supplement MNPL not to exceed 100% of the regular wage of the employee.
3. If an employee uses accrued paid leave to supplement MNPL benefits, and such supplemental pay qualifies as "salary" under Minn. Stat. § 353.01, subd. 10 for purposes of Public Employees Retirement Association (PERA) contributions, and PERA authorizes a salary credit purchase under applicable law and plan rules, then the following shall apply:
  - a. If the employee elects to make the required employee contributions, the Employer shall pay the corresponding employer contributions.
  - b. All required payments by both the employee and the Employer must be made no later than one (1) year from the end of the period of leave, or within thirty (30) days following the employee's separation, whichever occurs first.
  - c. This provision applies only to salary credit purchases authorized by PERA and shall be administered in accordance with Minnesota law and applicable PERA plan requirements.
4. The Memorandum of Agreement shall remain in effect for the duration of the Labor Agreement, and the above-mentioned amendments shall be incorporated into future Labor Agreements.
5. The remainder of the current Labor Agreement for 2025-2027 is not impacted by this agreement and remains in full force and effect.
6. This MOA represents the complete agreement of the parties regarding this matter.

In witness whereof, the parties have caused this Memorandum of Agreement to be executed this day of December, 2025.

For the County:

For the Union:

\_\_\_\_\_  
Eric Johnson, Chair  
Houston County Board of Commissioners

\_\_\_\_\_  
Kelly Petersen, Local 2166 President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brent Parker  
Houston County Human Resources

\_\_\_\_\_  
Ryan Hansen  
AFSCME Labor Representative

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Memorandum of Agreement  
Between Houston County and The International Union of Operating Engineers**

The Memorandum of Agreement (MOA) is entered into between the County of Houston (County) and The International Union of Operating Engineers Local No. 49 (Union).

**WHEREAS**, the County and Union are parties to a 2025-2027 Labor Agreement (Labor Agreement); and

**WHEREAS**, State of Minnesota enacted a new form of paid leave effective January 1, 2026, Minnesota Paid Leave (MNPL); and,

**WHEREAS**, both the County and the Union wish to further address MNPL.

**NOW THEREFORE**, the County and Union agree to the following:

1. Effective January 1, 2026, the Employer and Employee will split the premiums for the Minnesota Paid Family and Medical Leave (MNPL) on a 50/50 basis with the Employee share though payroll deductions pursuant to MS 268B.14.
2. Employees may utilize accrued paid leave to supplement MNPL not to exceed 100% of the regular wage of the employee.
3. If an employee uses accrued paid leave to supplement MNPL benefits, and such supplemental pay qualifies as “salary” under Minn. Stat. § 353.01, subd. 10 for purposes of Public Employees Retirement Association (PERA) contributions, and PERA authorizes a salary credit purchase under applicable law and plan rules, then the following shall apply:
  - a. If the employee elects to make the required employee contributions, the Employer shall pay the corresponding employer contributions.
  - b. All required payments by both the employee and the Employer must be made no later than one (1) year from the end of the period of leave, or within thirty (30) days following the employee’s separation, whichever occurs first.
  - c. This provision applies only to salary credit purchases authorized by PERA and shall be administered in accordance with Minnesota law and applicable PERA plan requirements.
4. The Memorandum of Agreement shall remain in effect for the duration of the Labor Agreement, and the above-mentioned amendments shall be incorporated into future Labor Agreements.
5. The remainder of the current Labor Agreement for 2025-2027 is not impacted by this agreement and remains in full force and effect.
6. This MOA represents the complete agreement of the parties regarding this matter.

In witness whereof, the parties have caused this Memorandum of Agreement to be executed this \_\_\_\_\_ day of December 2025.

For the County:

For the Union:

\_\_\_\_\_  
Eric Johnson, Chair  
Houston County Board of Commissioners

\_\_\_\_\_  
Jordan Goeden, IUOE Local 49 Steward

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brent Parker  
Houston County Human Resources

\_\_\_\_\_  
Patrick Burns, IUOE Local 49 Steward

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Bryce Bushman, Business Agent

Dated: \_\_\_\_\_

**Memorandum of Agreement  
Between Houston County and Law Enforcement Labor Services**

The Memorandum of Agreement (MOA) is entered into between the County of Houston (County) and Law Enforcement Labor Services, Inc., Local 237 (Union).

**WHEREAS**, the County and Union are parties to a 2025-2027 Labor Agreement (Labor Agreement); and

**WHEREAS**, State of Minnesota enacted a new form of paid leave effective January 1, 2026, Minnesota Paid Leave (MNPL); and,

**WHEREAS**, both the County and the Union wish to further address MNPL.

**NOW THEREFORE**, the County and Union agree to the following:

1. Effective January 1, 2026, the Employer and Employee will split the premiums for the Minnesota Paid Leave (MNPL) on a 50/50 basis with the Employee share through payroll deductions pursuant to MS 268B.14.
2. Employees may utilize accrued paid leave to supplement MNPL not to exceed 100% of the regular wage of the employee.
3. If an employee uses accrued paid leave to supplement MNPL benefits, and such supplemental pay qualifies as “salary” under Minn. Stat. § 353.01, subd. 10 for purposes of Public Employees Retirement Association (PERA) contributions, and PERA authorizes a salary credit purchase under applicable law and plan rules, then the following shall apply:
  - a. If the employee elects to make the required employee contributions, the Employer shall pay the corresponding employer contributions.
  - b. All required payments by both the employee and the Employer must be made no later than one (1) year from the end of the period of leave, or within thirty (30) days following the employee’s separation, whichever occurs first.
  - c. This provision applies only to salary credit purchases authorized by PERA and shall be administered in accordance with Minnesota law and applicable PERA plan requirements.
4. The Memorandum of Agreement shall remain in effect for the duration of the Labor Agreement, and the above-mentioned amendments shall be incorporated into future Labor Agreements.
5. The remainder of the current Labor Agreement for 2025-2027 is not impacted by this agreement and remains in full force and effect.
6. This MOA represents the complete agreement of the parties regarding this matter.

In witness whereof, the parties have caused this Memorandum of Agreement to be executed this \_\_\_\_\_ day of December 2025.

For the County:

For the Union:

\_\_\_\_\_  
Eric Johnson, Chair  
Houston County Board of Commissioners

\_\_\_\_\_  
Chris Frick, LELS 237 Steward

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brent Parker  
Houston County Human Resources

\_\_\_\_\_  
Jon Kulas, LELS 237 Steward

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeffrey Giles, Business Agent

Dated: \_\_\_\_\_

**Memorandum of Agreement  
Between Houston County and Law Enforcement Labor Services**

The Memorandum of Agreement (MOA) is entered into between the County of Houston (County) and Law Enforcement Labor Services, Inc., Local 415 (Union).

**WHEREAS**, the County and Union are parties to a 2025-2027 Labor Agreement (Labor Agreement); and

**WHEREAS**, State of Minnesota enacted a new form of paid leave effective January 1, 2026, Minnesota Paid Leave MNPL); and,

**WHEREAS**, both the County and the Union wish to further address MNPL.

**NOW THEREFORE**, the County and Union agree to the following:

1. Effective January 1, 2026, the Employer and Employee will split the premiums for the Minnesota Paid Family and Medical Leave (MNPL) on a 50/50 basis with the Employee share through payroll deductions pursuant to MS 268B.14.
2. Employees may utilize accrued paid leave to supplement MNPL not to exceed 100% of the regular wage of the employee.
3. If an employee uses accrued paid leave to supplement MNPL benefits, and such supplemental pay qualifies as “salary” under Minn. Stat. § 353.01, subd. 10 for purposes of Public Employees Retirement Association (PERA) contributions, and PERA authorizes a salary credit purchase under applicable law and plan rules, then the following shall apply:
  - a. If the employee elects to make the required employee contributions, the Employer shall pay the corresponding employer contributions and any applicable interest.
  - b. All required payments by both the employee and the Employer must be made no later than one (1) year from the end of the period of leave, or within thirty (30) days following the employee’s separation, whichever occurs first.
  - c. This provision applies only to salary credit purchases authorized by PERA and shall be administered in accordance with Minnesota law and applicable PERA plan requirements.
4. The Memorandum of Agreement shall remain in effect for the duration of the Labor Agreement, and the above referenced amendments shall be incorporated into future Labor Agreements.
5. The remainder of the current Labor Agreement for 2025-2027 is not impacted by this agreement and remains in full force and effect.
6. This MOA represents the complete agreement of the parties regarding this matter.

In witness whereof, the parties have caused this Memorandum of Agreement to be executed this \_\_\_\_\_ day of December 2025.

For the County:

For the Union:

\_\_\_\_\_  
Eric Johnson, Chair  
Houston County Board of Commissioners

\_\_\_\_\_  
Steven Garret, 415 Steward

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brent Parker  
Houston County Human Resources

\_\_\_\_\_  
Chad Worden, Business Agent

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

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

**Memorandum of Agreement  
Between Houston County and Law Enforcement Labor Services**

The Memorandum of Agreement (MOA) is entered into between the County of Houston (County) and Law Enforcement Labor Services, Inc., Local 60 (Union).

**WHEREAS**, the County and Union are parties to a 2025-2027 Labor Agreement (Labor Agreement); and

**WHEREAS**, State of Minnesota enacted a new form of paid leave effective January 1, 2026, Minnesota Paid Leave (MNPL); and,

**WHEREAS**, both the County and the Union wish to further address MNPL.

**NOW THEREFORE**, the County and Union agree to the following:

1. Effective January 1, 2026, the Employer and Employee will split the premiums for the Minnesota Paid Family and Medical Leave (MNPL) on a 50/50 basis with the Employee share though payroll deductions pursuant to MS 268B.14.
2. Employees may utilize accrued paid leave to supplement MNPL not to exceed 100% of the regular wage of the employee.
3. If an employee uses accrued paid leave to supplement MNPL benefits, and such supplemental pay qualifies as “salary” under Minn. Stat. § 353.01, subd. 10 for purposes of Public Employees Retirement Association (PERA) contributions, and PERA authorizes a salary credit purchase under applicable law and plan rules, then the following shall apply:
  - a. If the employee elects to make the required employee contributions, the Employer shall pay the corresponding employer contributions and any applicable interest.
  - b. All required payments by both the employee and the Employer must be made no later than one (1) year from the end of the period of leave, or within thirty (30) days following the employee’s separation, whichever occurs first.
  - c. This provision applies only to salary credit purchases authorized by PERA and shall be administered in accordance with Minnesota law and applicable PERA plan requirements.
4. The Memorandum of Agreement shall remain in effect for the duration of the Labor Agreement, and the above referenced amendments shall be incorporated into future Labor Agreements.
5. The remainder of the current Labor Agreement for 2025-2027 is not impacted by this agreement and remains in full force and effect.
6. This MOA represents the complete agreement of the parties regarding this matter.

In witness whereof, the parties have caused this Memorandum of Agreement to be executed this \_\_\_\_\_ day of December 2025.

For the County:

For the Union:

\_\_\_\_\_  
Eric Johnson, Chair  
Houston County Board of Commissioners

\_\_\_\_\_  
Mark Olson, Union President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brent Parker  
Houston County Human Resources

\_\_\_\_\_  
Rick Mathwig, Business Agent

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

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

**Memorandum of Agreement  
Between Houston County and Minnesota Association of Professional Employees**

The Memorandum of Agreement (MOA) is entered into between the County of Houston (County) and MAPE (Union).

**WHEREAS**, the County and Union are parties to a 2025-2027 Labor Agreement (Labor Agreement); and

**WHEREAS**, State of Minnesota enacted a new form of paid leave effective January 1, 2026, Minnesota Paid Leave (MNPL); and,

**WHEREAS**, both the County and the Union wish to further address MNPL.

**NOW THEREFORE**, the County and Union agree to the following:

1. Effective January 1, 2026, the Employer and Employee will split the premiums for the Minnesota Paid Family and Medical Leave (MNPL) on a 50/50 basis with the Employee share through payroll deductions pursuant to MS 268B.14.
2. Employees may utilize accrued paid leave to supplement MNPL not to exceed 100% of the regular wage of the employee.
3. If an employee uses accrued paid leave to supplement MNPL benefits, and such supplemental pay qualifies as “salary” under Minn. Stat. § 353.01, subd. 10 for purposes of Public Employees Retirement Association (PERA) contributions, and PERA authorizes a salary credit purchase under applicable law and plan rules, then the following shall apply:
  - a. If the employee elects to make the required employee contributions, the Employer shall pay the corresponding employer contributions.
  - b. All required payments by both the employee and the Employer must be made no later than one (1) year from the end of the period of leave, or within thirty (30) days following the employee’s separation, whichever occurs first.
  - c. This provision applies only to salary credit purchases authorized by PERA and shall be administered in accordance with Minnesota law and applicable PERA plan requirements.
4. The Memorandum of Agreement shall remain in effect for the duration of the Labor Agreement, and the above-mentioned amendments shall be incorporated into future Labor Agreements.
5. The remainder of the current Labor Agreement for 2025-2027 is not impacted by this agreement and remains in full force and effect.
6. This MOA represents the complete agreement of the parties regarding this matter.

In witness whereof, the parties have caused this Memorandum of Agreement to be executed this \_\_\_\_\_ day of December 2025.

For the County:

For the Union:

\_\_\_\_\_  
Eric Johnson, Chair  
Houston County Board of Commissioners

\_\_\_\_\_  
Brian Pogodzinski, Local Steward

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brent Parker  
Houston County Human Resources

\_\_\_\_\_  
Robert Thoen, Local Steward

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Karen Kohlmeyer, Local Steward

Dated: \_\_\_\_\_

\_\_\_\_\_  
Adam Kemp, Business Agent

Dated: \_\_\_\_\_

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
December 23, 2025**

**Date Submitted: 12/15/2025**

**By: Mark Olson, Emergency Management Director**

**ACTION REQUEST:**

- **Requesting the board pass a resolution authorizing Mark Olson, Houston County Emergency Management Director to sign and execute the Emergency Management Performance Grant (EMPG) agreement and thereby assume for and on behalf of Houston County all of the contractual obligations contained therein.**

**CONSENT AGENDA REQUEST:**

NONE

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



<b>Minnesota Department of Public Safety (“State”)</b> Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	<b>Grant Program:</b> 2024 Emergency Management Performance Grant  <b>Grant Contract Agreement No.:</b> A-EMPG-2024-HOUSTNCO-059
<b>Grantee:</b> Houston County 304 South Marshall Street Caledonia, MN 55921	<b>Grant Contract Agreement Term:</b>  <b>Effective Date:</b> 01/01/2024 <b>Expiration Date:</b> 06/30/2026
<b>Grantee’s Authorized Representative:</b> Houston County Sheriff’s Office / Emergency Management ATTN: Mark Olson – Emergency Management Director 306 South Marshall Street Caledonia, MN 55921 Phone: 507-725-5834 E-mail: mark.olson@co.houston.mn.us	<b>Grant Contract Agreement Amount:</b> Original Agreement                      \$ 15,116.00 Matching Requirement                    \$ 15,116.00
<b>State’s Authorized Representative:</b> Homeland Security and Emergency Management ATTN: Ms. Kyle Temme 3925 Pheasant Ridge Drive NE Blaine, MN 55449 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	<b>Federal Funding:</b> CFDA/ALN: 97.042  <b>FAIN:</b> EMC-2024-EP-05011  <b>State Funding:</b> None  <b>Special Conditions</b> None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

**Term:** Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State’s Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2024 Emergency Management Performance Grant Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 3925 Pheasant Ridge Drive NE, Blaine, MN 55449. The Grantee shall also comply with all requirements referenced in the 2024 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



**Matching Requirements:** (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.*

Signed: \_\_\_\_\_

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

**3. STATE AGENCY**

Signed: \_\_\_\_\_  
(with delegated authority)

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

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

Grant Contract Agreement No. A-EMPG-2024-HOUSTNCO-059 / P.O. No. 3000104765

Project No: N/A

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

Signed: \_\_\_\_\_

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

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

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

Signed: \_\_\_\_\_

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

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

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

Signed: \_\_\_\_\_

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

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

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

Distribution: DPS/FAS  
Grantee  
State’s Authorized Representative

2024 (EMPG) Emergency Management Performance Grant

Budget Summary (Review Report)

Organization:  
Houston County

EXHIBIT A  
A-EMPG-2024-HOUSTNCO-059

<b>Budget</b>		
<b>Budget Category</b>	<b>Award</b>	<b>Match</b>
Organization		
EM Department Salary and Fringe Benefits	\$15,116.00	\$15,116.00
<b>Total</b>	<b>\$15,116.00</b>	<b>\$15,116.00</b>
<b>Total</b>	<b>\$15,116.00</b>	<b>\$15,116.00</b>
<b>Allocation</b>	<b>\$15,116.00</b>	<b>\$15,116.00</b>
<b>Balance</b>	<b>\$0.00</b>	<b>\$0.00</b>

## **Resolution # 25-45**

**WHEREAS, the Emergency Management Performance Grant (EMPG) Program is provided by the Federal Emergency Management Agency (FEMA) and administered by the State of Minnesota through the Department of Public Safety, Homeland Security and Emergency Management; and**

**WHEREAS, Houston County fully agrees to the terms of the Emergency Management Performance Grant contract and with the passage of this resolution, officially requests Homeland Security and Emergency Management to enforce the contract in accordance with the applicable rules and regulations.**

**THEREFORE, BE IT RESOLVED, that Houston County enter into a Grant Agreement with Homeland Security and Emergency Management in the Minnesota Department of Public Safety for the program entitled Emergency Management Performance Grant Program.**

**BE IT FURTHER RESOLVED, that Mark Olson, Emergency Management Director of Houston County, is hereby authorized to sign and execute the agreement and thereby assume for and on behalf of Houston County all of the contractual obligations contained therein.**

# Houston County Agenda Request Form

Date Submitted: 12/15/2025

Person requesting appointment with County Board: Jordan Knoke, Public Health Supervisor

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

**Issue:**

Form an agreement with MN Community Health Worker Alliance (MNCHWA) as a Signatory Employer. This allows us to work in partnership with MNCHWA to strengthen the CHW workforce in MN. It opens up supplemental training opportunities for community health workers that closely aligns with the work laid out in Foundational Responsibilities.

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

Draft Agreement- Final version is a Docusign.

**Justification:**

**Action Requested:**

Authorize Public Health Supervisor to sign agreement with MNCHWA.

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

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



## **Registered Apprenticeship Sponsor and Signatory Employer Agreement**

Congratulations on becoming a Registered Apprenticeship Signatory Employer (SE)! The Minnesota Community Health Worker Alliance (MNCHWA) appreciates your partnership in strengthening the CHW workforce in Minnesota.

### **MNCHWA Sponsor Responsibilities**

1. Manage administrative tasks related to the apprenticeship program, including:
  - a. Reporting to MN Department of Labor and Industry
  - b. Tracking completion of trainings
2. Provide supplemental training for CHW apprentices.  
See Attachment A: *MNCHWA RA Training List sent via email.*
3. Provide technical support to SE and apprentices.
4. Provide CHW mentorship to apprentices to promote professional development.

### **Signatory Employer (SE) Responsibilities**

1. Manage the recruitment and hiring process for CHW apprentices.
2. Assign an apprentice to a mentor/journey worker—a staff person who is familiar with the CHW role and scope of practice.
3. Provide time for CHW to complete all apprenticeship related training during business hours.
4. Manage internal administration of your organization with the exception of the tasks listed as Sponsor responsibilities.
5. Provide requested information to MNCHWA and/or MN Department of Labor and Industry for the purpose of data collection and management related to the apprenticeship program.

6. Maintain regular communication (meetings and/or email) with MNCHWA to discuss apprenticeship program concerns, updates, apprentice progress, and other details related to the program.
7. Provide a list of all organizational onboarding trainings required for all employees, including the time duration for each training.
8. Provide a list of specialty trainings the organization provides specific to the CHW apprentice role, including the date, time, and duration for each training.
9. Notify MNCHWA in a timely manner if there are concerns and/or if the apprenticeship program is no longer sustainable at your organization.

**Dispute Resolution and Communication**

If the Signatory Employer (SE) has a concern or complaint related to the apprenticeship program, SE agrees to first reach out to the Minnesota Community Health Worker Alliance (MNCHWA), the Registered Apprenticeship Sponsor, to try to resolve the matter.

The SE should submit a brief written summary of the concern to MNCHWA’s Executive Director. MNCHWA will make every effort to respond within ten (10) business days. Both parties will work together in good faith to find a reasonable solution.

If, after this process, the issue remains unresolved, MNCHWA may escalate the matter to the appropriate authority for further review and resolution.

**By signing, you agree to the requirements and responsibilities outlined in this agreement.**

Signatory Employer (Organization name): \_\_\_\_\_

Name of Signatory Employer Representative: \_\_\_\_\_

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

Name of MNCHWA Representative: \_\_\_\_\_

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

# 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:** 18-Dec-25

**Person requesting appointment with County Board:** Amelia Meiners

**Issue:**

- 1) Houston County Hauler License Renewals for 2026.
- 2) Richard's Sanitation Rate Increase for 2026.

**Justification:**

**Action Requested:**

**Final Approval by the County Board.**

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

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

**HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE**

**LICENSE NUMBER: HOU ~ 32 ~ 26**

**Expiration date: DECEMBER 31, 2026**

**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 Xcel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. 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 ~ 35 ~ 26**      Expiration date: **DECEMBER 31, 2026**

ISSUED TO: **GREEN TERRACE SERVICES 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 Xcel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. 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 ~ 26**      Expiration date: **DECEMBER 31, 2026**

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 Xcel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. 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 ~ 26**      Expiration date: **DECEMBER 31, 2026**

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 Xcel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. 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 ~ 26**

**Expiration date: DECEMBER 31, 2026**

**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 Xcel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. 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 ~ 26**      Expiration date: **DECEMBER 31, 2026**

**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 Xcel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

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*Chairperson*  
*Houston County Board of Commissioners*

**HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE**

LICENSE NUMBER: **HOU ~ 34 ~ 26**      Expiration date: **DECEMBER 31, 2026**

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 Xcel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

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*Chairperson*  
*Houston County Board of Commissioners*

**HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE**

LICENSE NUMBER: **HOU ~ 23 ~ 26**      Expiration date: **DECEMBER 31, 2026**

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 Xcel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

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*Chairperson*  
*Houston County Board of Commissioners*

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

RECEIPT NUMBER: \_\_\_\_\_

LICENSE NUMBER: INT~HOU~023~26

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, 2026 to December 31, 2026** 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 ~ 26**

Expiration date: **DECEMBER 31, 2026**

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 Xcel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

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*Chairperson*  
*Houston County Board of Commissioners*

**HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE**

LICENSE NUMBER: **HOU ~ 26 ~ 26**      Expiration date: **DECEMBER 31, 2026**

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 Xcel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

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*Chairperson*  
*Houston County Board of Commissioners*

**HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE**

LICENSE NUMBER: **HOU ~ 22 ~ 26**      Expiration date: **DECEMBER 31, 2026**

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 Xcel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

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*Chairperson*  
*Houston County Board of Commissioners*



**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 3<sup>rd</sup> 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 1<sup>st</sup> 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 15<sup>th</sup> 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](mailto: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: 05/13/2024

APPROVED:

CONTRACTOR,

By: (authorized signatory)



Gregory Skauge  
Owner/Manager  
05/13/2024

HOUSTON COUNTY

By: (authorized signatory)



Eric Johnson  
Board Chair  
05/11/2024

APPROVED AS TO FORM AND EXECUTION



Samuel Jandt  
Houston County Attorney  
05/13/2024

Site Location	Container	Price for 2025	1% Increase	PRICE FOR 2026
Caledonia	20 & 30 YD Rental	\$ 93.63	\$ 0.94	\$ 94.57
	20 & 30 YD Pulls	\$ 192.90	\$ 1.93	\$ 194.83
	Compactor Maintenance	\$ 24.82	\$ 0.25	\$ 25.07
	Compactor Box Rental Fee	\$ 88.37	\$ 0.88	\$ 89.25
	Compactor User Fee	\$ 155.91	\$ 1.56	\$ 157.47
	Compactor Pull	\$ 192.90	\$ 1.93	\$ 194.83
	Fuel	\$ 40.00	\$ 0.40	\$ 40.40
Hokah	30 YD Rental	\$ 93.63	\$ 0.94	\$ 94.57
	30 YD Pulls	\$ 192.90	\$ 1.93	\$ 194.83
	Compactor Maintenance	\$ 24.82	\$ 0.25	\$ 25.07
	Compactor Box Rental Fee	\$ 88.37	\$ 0.88	\$ 89.25
	Compactor User Fee	\$ 155.91	\$ 1.56	\$ 157.47
	Compactor Pull	\$ 192.90	\$ 1.93	\$ 194.83
	Fuel	\$ 40.00	\$ 0.40	\$ 40.40
Houston	30 YD Rental	\$ 93.63	\$ 0.94	\$ 94.57
	30 YD Pulls	\$ 231.51	\$ 2.32	\$ 233.83
	Compactor Maintenance	\$ 24.82	\$ 0.25	\$ 25.07
	Compactor Box Rental Fee	\$ 93.63	\$ 0.94	\$ 94.57
	Compactor User Fee	\$ 155.91	\$ 1.56	\$ 157.47
	Compactor Pull	\$ 231.51	\$ 2.32	\$ 233.83
	Fuel	\$ 40.00	\$ 0.40	\$ 40.40
La Crescent	20 & 30 YD Rental	\$ 93.63	\$ 0.94	\$ 94.57
	20 & 30 YD Pulls	\$ 173.61	\$ 1.74	\$ 175.35
	Fuel	\$ 40.00	\$ 0.40	\$ 40.40
	Cubic Yd Refuse (6yd)	\$ 11.58	\$ 0.12	\$ 11.70
	Fuel (6yd)	\$ 8.00	\$ 0.08	\$ 8.08
Spring Grove	30 YD Rental	\$ 93.63	\$ 0.94	\$ 94.57
	30 YD Pulls	\$ 212.18	\$ 2.12	\$ 214.30
	Compactor Maintenance			
	Compactor Box Rental Fee	\$ 93.63	\$ 0.94	\$ 94.57
	Compactor User Fee			
	Compactor Pull	\$ 212.18	\$ 2.12	\$ 214.30
	Fuel	\$ 40.00	\$ 0.40	\$ 40.40

# Houston County Agenda Request Form

**Date Submitted:** December 17, 2025 **Board Date:** December 23, 2025

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

**Issue:**

To accept and approve the Minnesota Aeronautics State grant agreement, contract #1062031 in the amount of \$21,866.52. This is 70% of the Phillips Outdoor Services approved fencing quote of \$31,237.89. The remaining balance of \$9,371.37 will be local funds.

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

Grant agreement is attached.

**Justification:**

**Action Requested:**

Please pass the attached resolution to accept this State grant and approve the County's authorized officials to execute this grant and sign any amendments.

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

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

**STATE OF MINNESOTA  
STATE AIRPORTS FUND  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and **Houston County, 1124 East Washington Street, Caledonia, MN 55921** ("Grantee").

**RECITALS**

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1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project **A2801-41** ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd. 1, Grantee agrees to minimize administrative costs as a condition of this Agreement.

**AGREEMENT TERMS**

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1. **Term of Agreement, Survival of Terms, Project Plans, and Incorporation of Exhibits**
  - 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. As required by Minn.Stat. §16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until it is fully executed and Grantee has been notified by the State to begin the work.
  - 1.2 **Expiration Date.** This Agreement will expire on **June 30, 2030**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
  - 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Airport Operations, Maintenance and Conveyance; Transfer of Interest; Indemnification; State Audits; Government Data Practices and Intellectual Property; Workers Compensation; Publicity and Endorsement; Governing Law, Jurisdiction and Venue; and Data Disclosure.
  - 1.4 **Project Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
  - 1.5 **Exhibits.** Exhibit(s) **A** through **B** are attached and incorporated into this Agreement
2. **Grantee's Duties**
  - 2.1 **Project Completion and Changes.** Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project. Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project. Any changes to the plans or specifications of the Project after the effective date of this Agreement will be valid only if made by written amendment signed by the same parties who executed the original agreement, or their successors in office.
  - 2.2 **Registered Engineer Designation.** If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, Grantee elects not to have such services performed by a registered engineer, then Grantee will designate another responsible person to oversee such work.
  - 2.3 **Policy Compliance.** Grantee will comply with all the required grants management policies and procedures of Minn.Stat. §16B.97, Subd. 4(a)(1).

- 2.4 Publication of Grantee Contact Information.** Under Minnesota Statute § 16B.98, if a grantee has a website, the names and contact information for the grant administrator(s) and organization's leadership must be clearly published.
- 2.5 Asset Monitoring.** If Grantee uses funds obtained through this Agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this Agreement without prior written consent of the State and an amendment to this Agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 2.6 Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes §360.305, subd. 4(d)(1), Grantee must operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only.
- 2.7 Transfer of Interest.** Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the Airport or in any real or personal property purchased or improved under this Agreement. If the State approves such a transfer or change in use, the State may impose, at its sole discretion, conditions and/or restrictions on such transfer, with which Grantee must comply.
- 3. Time.** Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.
- 4. Cost Participation and Payment**
- 4.1 Cost Participation.** Costs for the Project will be proportionate and allocated accordingly between the federal government, the State, and Grantee as described in Exhibit B.
- 4.1.1 Federal Funding.** No federal funds are authorized for the Project. In the event federal reimbursement becomes available for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that Grantee has complied with all terms of this Agreement and furnished all necessary records.
- 4.2 Sufficiency of Funds.** Pursuant to Minnesota Rule 8800.2500, Grantee certifies that: (1) it presently has sufficient unencumbered funds available to pay for its share of the Project; (2) it has the legal authority to engage in the Project as proposed; and (3) the Project will be completed without undue delay.
- 4.3 Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed **\$21,866.52**.
- 4.4 Payment**
- 4.4.1 Invoices.** Grantee will submit invoices for payment by credit application via email. The form Grantee will use to submit invoices can be found on the Airport development forms website: <https://www.dot.state.mn.us/aero/airportdevelopment/forms.html>. The State's Authorized Representative, as named in this Agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Upon completion of the services.
- 4.4.2 All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.
- 4.4.3 Expiration of Reimbursement.** Grantee must submit all final invoices for reimbursement no later than ninety (90) calendar days after the expiration date of this Agreement. Any invoices received after this 90-day period will not be eligible for payment.
- 4.4.4 State's Payment Requirements.** The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the

State receives the corrected invoice, the State will pay Grantee within thirty (30) days of receipt of such invoice.

**4.4.5 Grantee Payment Requirements.** Grantee must pay all Project contractors promptly. Grantee will make undisputed payments no later than thirty (30) days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten (10) days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within thirty (30) days of receipt of such invoice.

**4.4.6 Grant Monitoring Visit and Financial Reconciliation.** If the State's total obligation is greater than \$50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than \$250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures.

**4.4.6.1** The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which state employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

**4.4.6.2** Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State.

**4.4.6.3** At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

**4.4.7 Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

**4.4.8 Closeout Deliverables.** At the close of the Project, Grantee must provide the following deliverables to the State before the final payment will be released by the State:

**4.4.8.1** Electronic files of construction plans as both PDF and MicroStation compatible formats.

**4.4.8.2** Electronic files of as-builts as both PDF and MicroStation compatible formats.

**4.4.8.3** Electronic files of planning documents, including without limitation, airport layout plans and airport zoning plans, as PDF, MicroStation and GIS compatible formats.

**4.5 Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to the State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to the State all contracts and subcontracts between Grantee and third parties to be funded by this Agreement. The State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. The State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten (10) business days.

**5. Conditions of Payment.** All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. No more than 95% of the amount due to Grantee under this Agreement will be paid by the State until it determines that Grantee has complied with all terms and conditions of this Agreement and has furnished all necessary records. In the event the Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics, Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction.

## 6. Authorized Representatives

6.1 The State's Authorized Representative is:

**Luke Bourassa**, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or **Brian Conklin**, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658, or their successor. The State's Authorized Representative, or their designee, is responsible for monitoring Grantee's performance and is authorized to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

**Brian Pogodzinski, County Engineer**  
(507) 725-3925, bpogodzinski@hocomn.gov  
1124 East Washington Street  
Caledonia, MN 55921

or their successor. If Grantee's Authorized Representative changes at any time during the term of this agreement, Grantee must immediately notify the State.

## 7. Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification

7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8. **Liability and Indemnification.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of others, or the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of, Grantee's contractors, consultants, agents or other third parties under the direct control of Grantee.

9. **State Audits.** Under Minn. Stat. § 16B.98 Subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this Agreement, or transactions resulting from this Agreement, are subject to examination by the State and/or the State Auditor, Legislative Auditor, or Attorney General as appropriate, for a minimum of six (6) years from: (1) the expiration or termination of this Agreement, (2) the receipt and approval of all final reports, or (3) the period of time required to satisfy all state and program retention requirements (available at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=10358099](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=10358099)), whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

## 10. Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it

applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.

## 10.2 Intellectual Property Rights.

10.2.1 **Ownership.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this Agreement. The Documents will be the State's exclusive property, and Grantee must immediately return all such Documents to the State upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to the State. Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

### 10.2.2 Obligations

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this Agreement, Grantee will immediately give the State's Authorized Representative written notice thereof and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Other indemnification obligations of this Agreement notwithstanding, Grantee will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State from any action or claim brought against the State to the extent such action is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorneys' fees. If such a claim or action arises, or in either party's opinion is likely to arise, Grantee, at the State's discretion, must either: (1) procure for the State the right or license to use the intellectual property rights at issue, or (2) replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11. **Workers' Compensation.** Grantee certifies that it is in compliance with Minn. Stat. §176.181 subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.

**12. Publicity and Endorsement**

- 12.1 **Publicity.** Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on Grantee's website when practicable.
- 12.2 **Endorsement.** Grantee must not claim that the State endorses its products or services.

**13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.**14. Termination; Suspension**

- 14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this Agreement at any time, with or without cause, upon written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this Agreement if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature; or
- 14.3.2 If funding cannot be continued at a level sufficient to pay for the services contracted for under this Agreement. Termination must be by written or fax notice to Grantee. The State is not obligated to pay for any services that are performed after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4 **Suspension.** The State may immediately suspend this Agreement:
- 14.4.1 In the event of a total or partial government shutdown due to its failure to pass an approved budget by the legal deadline. Asset Acquisitions completed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment; or
- 14.4.2 If funding is canceled, withdrawn, or terminated, the State may suspend its performance until funding is restored. Suspension of performance under these circumstances will be temporary until funds become available again and does not release the State from its obligations under this Agreement.

**15. Data Disclosure.** Under Minn. Stat. § 270C.65 subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.**16. Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified

or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see [www.mmd.admin.state.mn.us/debarredreport.asp](http://www.mmd.admin.state.mn.us/debarredreport.asp).

17. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Grantee agrees that:
- 17.1 In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Grantee, material supplier or vendor, will, by reason of 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;
  - 17.2 No Grantee, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, 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;
  - 17.3 A violation of this Section is a misdemeanor; and
  - 17.4 This Agreement may be canceled or terminated by the State, or any county, city, town, township, school, school district or any other person authorized to enter into agreements for employment, and all money due, or to become due under said agreements, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
18. **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
19. **Telecommunications Certification.** By signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Grantee will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.
20. **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of Grantee's compliance with this provision. Grantee must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.
21. **Additional Provisions**  
[Intentionally left blank.]

**[The remainder of this page has intentionally been left blank.]**

**MnDOT ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

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

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

SWIFT Contract # \_\_\_\_\_

SWIFT Purchase Order # \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION  
as delegated**

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

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

**GRANTEE**

Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

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

Title: Houston County Board Chair

Date: December 23, 2025

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

Title: Houston County Coordinator

Date: December 23, 2025

**MnDOT CONTRACT MANAGEMENT**

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

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

EXHIBIT "A"



**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

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November 25, 2025

Mr. Luke Bourassa  
Airport Development Engineer  
MnDOT Office of Aeronautics  
395 John Ireland Boulevard  
St. Paul, MN 55155

RE: Grant Application  
Houston County Airport (CHU)  
Terminal Area Security Fence and Gate

Dear Mr. Bourassa:

Please find enclosed the quote for the aforementioned project at the Houston County Airport located in Caledonia, Minnesota:

The Terminal Area Security Fence project will erect chain link fence around the airport entrance.

Houston County requests a State grant agreement in the amount of **\$21,866.52** for the aforementioned project. If you need any further information or documentation, please feel welcome to contact me at [bpogodzinski@hocomn.gov](mailto:bpogodzinski@hocomn.gov) or (507) 386-8406.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Pogodzinski', with a long horizontal flourish extending to the right.

Brian Pogodzinski, P.E.  
County Engineer

cc: Brian Conklin, MnDOT Aeronautics  
Silas Parmar, Bolton & Menk, Inc.

Enclosures:

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HOUSTON COUNTY AIRPORT  
 CP 2025-09 CHAIN LINK FENCE  
 LETTING DATE: 11/18/2025. 1:00 PM

**ABSTRACT**

BASE BID	ITEM	U of M	QUANTITY	ENGINEERS ESTIMATE UNIT PRICE	TOTAL	PHILLIPS OUTDOOR SERVICES UNIT PRICE	TOTAL
1	2557.603 CHAIN LINK FENCE	LF	687	\$30.33	\$20,836.71	\$45.47	\$31,237.89

EXHIBIT "B"

**Airport:** HOUSTON COUNTY AIRPORT  
**Ident:** CHU  
**Sponsor:** HOUSTON COUNTY, MN  
**State Project:** A2801-41  
**State Agreement #:**  
**Description:** TERMINAL AREA SECURITY FENCE AND GATE  
**Version Date:** 8/11/2023 (date modified)

Construction	Description	Total	State Funding Rate	State	Local
	SECURITY FENCE - PHILLIPS OUTDOOR SERVICES	\$ 31,237.89	70%	\$ 21,866.52	\$ 9,371.37
		\$ -	70%	\$ -	\$ -
		\$ -	70%	\$ -	\$ -
	<b>CONSTRUCTION SUBTOTAL</b>	<b>\$ 31,237.89</b>		<b>\$ 21,866.52</b>	<b>\$ 9,371.37</b>

Engineering	Description	Total	State	Local
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
	<b>ENGINEERING SUBTOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Administration	Description	Total	State	Local
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
	<b>ADMINISTRATION SUBTOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Grant Amounts** \$ 31,237.89      \$ 21,866.52      \$ 9,371.37  
**Grant Percentages** 100.00%      70.00%      30.00%

# Houston County Agenda Request Form

**Date Submitted:** December 17, 2025      **Board Date:** December 23, 2025

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

**Issue:**

Approval need to purchase a grader attachment called a Walk n Roll from Ziegler Cat Equipment in the amount of \$49,920.00. This piece of equipment allows us to compact the gravel.

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

See Quote

**Justification:**

**Action Requested:**

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

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

# ZIEGLER CAT

Jeff Pauluk - Ziegler Companies - Rochester, MN Cell: 612-834-2927

## Quote

**Company:** Houston County DOT **Date:** 12/19/2025

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

We are pleased to submit the following proposal for your consideration:

QTY.	EQUIPMENT SPECIFICATIONS	PRICE
1	WR90-36R Walk N' Roll Packer/Roller, Heavy Lift Assembly for JD672GP,	\$ 49,920.00
	Includes Quick Attach, Accumulator, and Articulator	
	<i>*Includes shipping to Ziegler - Rochester*</i>	
	<i>*Does not include install or any extras*</i>	
<b>TOTAL</b>		<b>\$ 49,920.00</b>
<b>Terms:</b> Purchase		Less Trade Allowance
<b>Quotation Valid for</b> → 30 <b>Calendar Days</b>		
<b>TRADE-IN:</b>	<b>Make:</b>	<b>Hours:</b>
	<b>Model:</b>	
<b>Serial Number:</b>		
<b>Quotation By:</b> Jeff Pauluk	<b>Phone Number:</b> 612-834-2927	<b>TOTAL</b> \$ 49,920.00
<b>ACCEPTED BY:</b>		<b>DATE:</b>
<b>TITLE:</b>		



**JOHN DEERE**

# Investment Proposal (Quote)

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

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

**Investment Proposal Date:** 7/17/2025  
**Pricing Valid Until:** 7/31/2025  
**Deal Number:** 1921508  
**Customer Account#:** 3925008  
**Sales Professional:** Nate Jenson  
**Phone:** 1 (507) 252-6637  
**Fax:**  
**Email:** njenson@rdoequipment.com

## Comments

Quote does not include install costs or delivery freight.

## Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2025 LYCOX ENTERPRISES INC. (WALK N ROLL) WR90 Walk & Roll WR90 WR90-Oscillator-36R-Series 3 Walk & Roll Packer/Roll OPTION 1 HEAVY DUTY LIFT ASSEMBLY FOR JD 672 GP (INCLUDES OPTION 2 ARTICULATOR (FOR PACKING SHARP CORNERS)	\$52,100.00
<b>Equipment Subtotal:</b>				<b>\$52,100.00</b>

## Purchase Order Totals

<b>Balance:</b>	\$52,100.00
<b>Total Taxable Amount:</b>	\$0.00
<b>MN STATE TAX:</b>	\$0.00
<b>MN SPECIAL TAX:</b>	\$0.00
<b>Sales Tax Total:</b>	\$0.00
<b>Sub Total:</b>	\$52,100.00
<b>Cash with Order:</b>	\$0.00
<b>Balance Due:</b>	<b>\$52,100.00</b>

**RESOLUTION NO. 25-46**

**AUTHORIZATION TO EXECUTE  
STATE AIRPORT FUND GRANT AGREEMENT  
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION**

BE IT RESOLVED by the Houston County Board of Commissioners for the County of Houston as follows:

1. That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of Transportation, Agreement Number 1062031 (“Agreement”);
2. That it hereby agrees to the terms and conditions of the Agreement; and
3. That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any amendments thereto on behalf of the County of Houston.

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

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Brent Parker, Houston County Coordinator, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at an authorized meeting held December 23, 2025, as shown by the minutes in my possession.

WITNESS my hand and seal of my office on the 23rd of December 2025.

(SEAL)

\_\_\_\_\_  
Brent Parker, Houston County Coordinator

ATTESTATION:

(different authorized signer than above)

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

Print Name \_\_\_\_\_

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

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
December 23, 2025**

**Date Submitted: 12/18/2025**  
**By: Carol Lapham, Finance Director**

**CONSENT AGENDA REQUEST**

**ACTION REQUEST**

Adopt 2026 Tax Levy Resolution XX-XX

Adopt 2026 Operating Budget Resolution XX-XX

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

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
December 23, 2025**

**Date Submitted: 12/18/2025**  
**By: Carol Lapham, Finance Director**

**CONSENT AGENDA REQUEST**

**ACTION REQUEST**

Approval of 2026 SELCO-HOUSTON COUNTY CONTRACT FOR LIBRARY SERVICE. The contract amount of \$203,283 reflects a 3% increase over the 2025 appropriation. This amount is included in the 2026 budget.

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

**Amy Sylling**

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**From:** Lynn Colsch  
**Sent:** Thursday, December 18, 2025 10:32 AM  
**To:** HoCo BOC  
**Subject:** Auditor Warrants 2025/12/12

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

**REVIEW LICENSE CENTER PAYMENTS**

**2025/12/12 AUDITOR WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
EMMONS & OLIVIER RESOURCES INC	3,281.00
GREAT LAKES SALT COMPANY	6,625.08
HOKAH CO-OP OIL ASSN	4,386.10
LA CRESCENT/CITY OF	16,552.40
MEINERS/RICHARD	13,950.00
MESSNER/JANICE	3,300.89
NERSTAD/MARION	4,877.76
OLMSTED SWCD	2,482.65
	<hr/>
	55,455.88
20 VENDORS PAID LESS THAN \$2000.00	4,762.21
	<hr/>
	60,218.09
	<hr/> <hr/>

Lynn Colsch  
Finance Clerk  
Houston County  
304 South Marshall Street  
Caledonia MN 55921  
507-725-5825  
LColsch@HoCoMN.gov

## Amy Sylling

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**From:** Lynn Colsch  
**Sent:** Thursday, December 18, 2025 10:36 AM  
**To:** HoCo BOC  
**Cc:** Carol Lapham; Eliana Babinski; Susan Tostenson  
**Subject:** Commissioner Warrants 2025/12/23

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

### REQUEST APPROVAL FOR PAYMENTS

#### 2025/12/23 COMMISSIONER'S WARRANTS:

<b>VENDOR NAME</b>	<b>AMOUNT</b>
BLUFF COUNTRY HRA	3,000.00
CALEDONIA OIL CO INC	2,744.20
GREAT LAKES SALT COMPANY	23,494.32
LIBERTY TIRE RECYCLING LLC	3,451.40
RONCO ENGINEERING SALES INC	3,771.59
STAPLES ADVANTAGE	2,470.68
WINTER EQUIPMENT COMPANY	4,772.19
	<u>43,704.38</u>
23 VENDORS PAID LESS THAN \$2000.00	<u>11,231.80</u>
	54,936.18
PUBLIC HEALTH & HUMAN SERVICES	<u>153,333.28</u>
	<u><u>208,269.46</u></u>

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