HOUSTON COUNTY

304 South Marshall Street
Caledonia, MN 55921
TEL (507) 725-5815

Commissioners:
District 1
Cindy Wright
District 2
Eric Johnson
District 3
Kurt Zehnder
District 4
Bob Schuldt
District 5
Greg Myhre

HOUSTON COUNTY BOARD OF COMMISSIONERS
BOARD MEETING

9:00, December 1st, 2026, County Board Room 222, Historic Courthouse

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE PREVIOUS MINUTES
-Board Meeting November 24th, 2026

PUBLIC COMMENT

APPOINTMENTS

CONSENT AGENDA
(Routine business items enacted by one unanimous motion. Commissioners may request moving items on the consent agenda to the Action Item list (prior to the full agenda being approved) if they desire discussion before taking action.)

Appointment Request:

Consent Agenda Request:

1) Review and approve payments. (Page 9, Lapham)

Action Item Request:

1) Consider approving or denying a Conditional Use Permit (CUP) for Adam and Tessa Peterson for a single-family non-farm dwelling on less than 40 acres in an Agricultural Protection District in Mound Prairie Township (Page 10, Meiners)
2) Approve the 2027 Non-Represented Pay Grid (Page 36, Parker)
3) Approve the 2027 Board of Commissioners meeting Schedule (Page 37, Parker)

4) Approve Resolution 26-35 RESOLUTION AUTHORIZING WITHDRAWAL FROM THE MINNESOTA MERIT SYSTEM AND CERTIFYING COMPLIANCE WITH FEDERAL MERIT SYSTEM STANDARDS (Page 39, Parker)
5) Approve Resolution 26-36 RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF HOUSTON ON BEHALF OF ITS PROSECUTING ATTORNEY (Page 43, Parker)

DISCUSSION ITEMS

1) Coordinator Updates
2) Board Updates (Board Chairman)
3) Commissioner Reports and Comments

CLOSING PUBLIC COMMENT

ADJOURN

REMINDERS

The County's Truth and Taxation meeting will take place on December 1, 2026 at 6:00 p.m. in the Houston County Board Room 222 in the Historic Courthouse.

What Is Truth in Taxation?

Understanding Your Property Taxes

Truth in Taxation is a process required by Minnesota law that gives residents an opportunity to learn about proposed property taxes before local governments make their final decisions.

Why is it important?

Truth in Taxation allows residents to:

- Learn how their property tax dollars are used.
- Understand why property taxes may increase or decrease.
- Hear about the County's proposed budget and spending.
- Ask questions and share concerns with County Commissioners.

Does a County tax levy increase mean my property taxes will increase by the same percentage?

No. For example, a 7.7% County levy increase means the County plans to collect 7.7% more in property taxes overall, not that every property owner pays 7.7% more. Your bill could rise by more or less than 7.7% or even decrease. It depends on your property's value compared with other properties and taxes from your city, school district, and other taxing authorities.

Can the County change the proposed tax levy?

Yes. The County Board can lower the proposed levy before adopting the final budget and levy in December. Generally, it cannot increase the levy above the amount proposed in September.

What Truth in Taxation Is NOT

It is not a vote on the proposed budget or tax levy. The County Board makes the final decision.

It is not a hearing to appeal your property's assessed value. Property value appeals follow a separate process.

It does not mean everyone's property tax bill changes by the same percentage as the County levy. The levy is the total collected; your tax bill is your share.

Why should I attend?

The Truth in Taxation meeting is your opportunity to learn about the County's financial decisions, understand how public services are funded, and provide feedback before the final property tax levy is adopted.

Houston County is seeking individuals interested in serving on the Planning Commission and Board of Adjustment, with two positions available on each board. The application deadline is December 11, 2026. Interested individuals can apply online at www.hocomn.gov.

The Board of Adjustment and Planning Commission typically meet on the 4th Thursday each month at 5:00 pm in the County Board Room 222. (Meetings only occur if an applicant requests a hearing and may be moved to another week if the regular meeting date falls on a holiday.) Agendas are posted on the County website one week prior to meetings.

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: November 24th, 2026, 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: Others Present: County Coordinator Brent Parker, Finance Director Carol Lapham, Auditor Treasurer Polly Heberlien, County Engineer Brian Pogodzinski, and Sheriff Brian Swedberg and reporter from Filmore County Journal.

Presiding: Chairperson Myhre

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Johnson, seconded by Commissioner Wright, to approve the agenda with the removal of Consent Agenda Item No. 1 regarding the hiring of a Child Support Officer. Motion carried.

Motion was made by Commissioner Wright, seconded by Commissioner Schuldt, to approve the November 17, 2026, Board meeting minutes. Motion carried.

PUBLIC COMMENT

None.

APPOINTMENTS

None

CONSENT AGENDA

Motion was made by Commissioner Zehnder, seconded by Commissioner Johnson, to approve the consent agenda as amended. Motion carried. Approved items included:

1. Review and approve payments.

REVIEW LICENSE CENTER PAYMENTS

2026/11/16 WARRANTS:

VENDOR NAME	AMOUNT
GUNDERSEN LUTHERAN ADM SERVICES	5,000.00
KLINSKI/JASON	2,600.00
MORRIS ELECTRONICS INC	39,759.57
MOTOROLA SOLUTIONS INC	12,490.28
ONSGARD/SEAN	2,000.00
PETERSON COMPANY LTD	5,950.00
WABASHA COUNTY SWCD	6,714.04
WEX BANK	3,391.56
WINONA CONTROLS INC	24,024.00
	101,929.45
15 VENDORS PAID LESS THAN $2000.00	11,542.95
	113,472.40

REQUEST APPROVAL FOR PAYMENT

2026/11/24 COMMISSSIONER WARRANTS:

VENDOR NAME	AMOUNT
BRUENING ROCK PRODUCTS INC	9,002.58
COMMISSIONER OF TRANSPORTATION	4,314.76
CONSOLIDATED ENERGY COMPANY	8,502.55
LIBERTY TIRE RECYCLING LLC	7,917.10
MATHY CONSTRUCTION	8,801.24
MATTISON CONTRACTORS INC	7,225.39
MILESTONE MATERIALS	7,993.64
MNCCC	12,291.50
	66,048.76
19 VENDORS PAID LESS THAN $2000.00	7,432.01
	73,480.77
PUBLIC HEALTH & HUMAN SERVICES	35,890.35
	109,371.12

ACTION ITEMS

File No. 1 – Coordinator Parker presented a $9,300 grant award from the Arlin Falck Foundation for the Roaring Grounds project. Parker explained that the Houston County Economic Development Authority is a partner in the project and that the County would serve as the fiscal agent for the grant. The project provides students with an opportunity to gain business and entrepreneurial experience through the operation of a coffee shop within the school. Grant funds will be used to purchase equipment necessary to begin operations. Motion was made by Commissioner Wright, seconded by Commissioner Johnson, to accept the grant award. Motion carried.

File No. 2 – County Engineer Brian Pogodzinski requested approval to terminate Matt Buley's lease agreement for T-Hangar Unit 3N at the Houston County Airport and reimburse him for the remaining balance of his lease. Pogodzinski explained that Buley had secured a hangar at the La Crosse Airport and no longer needed the Houston County hangar. Another interested party had been identified to lease the unit. Motion was made by Commissioner Zehnder, seconded by Commissioner Johnson, to approve the termination of the lease agreement and reimbursement of the remaining balance. Motion carried.

File No. 3 – County Engineer Pogodzinski presented airport lease agreements with B2W Corporation, George Bolon, for T-Hangar Units 3N and 5N. Pogodzinski explained that both agreements would be for a full year and that approval would result in all T-Hangar units being leased. Motion was made by Commissioner Zehnder, seconded by Commissioner Wright, to approve the lease agreements. Motion carried.

DISCUSSION ITEMS

Highway Department Update – County Engineer Pogodzinski provided an update regarding the condition of the bridge on County Highway 26 in Money Creek, west of Trunk Highway 76. Corrosion was identified on portions of the bridge piling, prompting an evaluation by County staff, engineering consultants, and the Minnesota Department of Transportation.

Following the evaluation, it was determined that the bridge could remain open with temporary lane and weight restrictions. County Highway staff were installing signage and implementing single-lane traffic controls. Pogodzinski reported that permanent repairs would be designed over the next several weeks, with the goal of completing repairs during the winter and restoring the bridge to full capacity before the spring agricultural and camping seasons. The cost of repairs had not yet been determined. No formal action was taken.

Sheriff Swedberg's 2027 Salary – Sheriff Brian Swedberg addressed the Board regarding his 2027 salary. Swedberg discussed his statutory responsibilities, professional experience, previous leadership positions within the Sheriff's Office, departmental accomplishments, and efforts to reduce operational expenditures.

Swedberg highlighted fuel purchasing savings, potential cost reductions associated with restructuring jail medical services, and efforts to implement a more cost-effective records management system. Discussion also included the previous CentralSquare records management system project and the County Attorney's Office's decision not to pursue litigation.

Swedberg presented regional salary comparisons, reporting a 2026 average sheriff salary of $168,573 and a projected 2027 regional average of $173,630. Swedberg requested a 2027 annual salary of $165,000, an increase of $18,000 from his current salary of $147,000.

Commissioners discussed the factors used in determining elected official salaries, including professional experience, years of service as sheriff, departmental responsibilities, measurable goals and accomplishments, operational efficiencies, and comparable salaries throughout the region. Discussion also addressed the anticipated salary changes associated with newly elected sheriffs in southeastern Minnesota.

Swedberg expressed willingness to continue the discussion once additional regional salary information became available. The Board discussed obtaining updated salary comparisons before further consideration. No formal action was taken.

Coordinator Updates – Coordinator Parker provided an update on preparations for the December 1, 2026, Truth in Taxation meeting, scheduled for 6:00 p.m. in the County Board Room.

Parker also reminded the Board that applications were being accepted for two positions on the Planning Commission and two positions on the Board of Adjustment. The application deadline is December 11, 2026, and interested individuals may apply through the County website.

Board Updates and Commissioner Reports – Commissioners reported on recent and upcoming meetings, including the County Administrative Team, Personnel Committee, Finance Committee, Planning Commission, SMART Trails, SELCO, Joint Board of Health, and Emergency Communications Board. The upcoming joint board meeting in Mabel and the Association of Minnesota Counties annual conference were also noted.

Discussion included preparations for an election recount, upcoming financial settlements, and a conditional use permit considered by the Planning Commission.

Commissioners also discussed questions received from residents regarding proposed property tax statements, agricultural homestead classifications, property valuations, and state assessment requirements. Discussion included efforts by the County Assessor to challenge certain state valuation adjustments in coordination with neighboring counties.

The Board clarified that the upcoming Truth in Taxation meeting would focus on the County's proposed budget and property tax levy rather than individual property valuations. Residents with

questions regarding individual property assessments were encouraged to contact the County Assessor's Office.

No formal action was taken.

CLOSING PUBLIC COMMENT

None.

There being no further business, a motion was made by Commissioner Zehnder, seconded by Commissioner Myhre, to adjourn the meeting at approximately 9:51 a.m. Motion carried.

BOARD OF COUNTY COMMISSIONERS
HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Brent Parker, Coordinator

REQUEST APPROVAL FOR PAYMENT

2026/12/01 COMMISSIONER WARRANTS:

VENDOR NAME	AMOUNT
COMPUTER FORENSIC SERVICES LLC	48,301.41
DELTA DENTAL	7,925.34
HARTLAND LUBRICANTS & CHEMICALS	2,497.25
HOKAH CO-OP OIL ASSN	8,884.47
HOUSTON COUNTY TREASURER	34,260.85
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	28,475.00
MEDICA	253,187.82
MN LIFE INSURANCE COMPANY	2,444.18
PETE'S ELECTRICAL SERVICES LLC	2,896.88
SCHUMACHER ELEVATOR COMPANY	5,913.00
VERIZON WIRELESS	5,893.58
	400,679.78
47 VENDORS PAID LESS THAN $2000.00	11,024.89
	411,704.67
PUBLIC HEALTH & HUMAN SERVICES	8,078.68
	419,783.35

HOUSTON COUNTY

BOARD OF COMMISSIONER MEETING
AGENDA REQUEST FORM

Historic Courthouse
304 S Marshall Street
Caledonia, MN 55921

Board Meeting Date: 12/1/2026
Date Request Submitted: 11/23/2026
Submitted By (Name and Title): Amelia Meiners, Environmental Services Director

Please fill in item(s) requested for agenda in correct category below. Add numbers as needed.

Appointment Request:

Consent Agenda Request:

Action Item Request:

1) Consider approving or denying a Conditional Use Permit (CUP) for Adam and Tessa Peterson for a single-family non-farm dwelling on less than 40 acres in an Agricultural Protection District in Mound Prairie Township.

Discussion Item:

Background/additional information can be typed below and/or included with request:

The agenda, hearing notices, findings, and board packets are included with this request.

The Planning Commission meeting was on 11/17/2026. The Planning Commission recommended the BOC approve the CUP request.

Note: Please submit all agenda request forms and supporting documentation to the BOC email at **BOC@HoCoMN.gov** by noon the Thursday before each BOC meeting to be included on the agenda. If your department needs a resolution number, please ask for the number ahead of time via the BOC email. Resolutions should be emailed in word format so they can be easily copied and pasted into the meeting minutes. Departments are responsible for scheduling their own public hearings, but please email the BOC to verify a date and time is available prior to advertising the hearing to ensure we do not double book times. Questions regarding agenda requests and board meetings can be sent to the BOC email. Thank you!

HOUSTON COUNTY
PLANNING COMMISSION
AGENDA
Thursday, November 19, 2026

Hearings are in the Houston County Commissioner's Room.
Please enter through the west entrance. Doors will open at 4:45 pm.

PLANNING COMMISSION

Approve Minutes for September 24, 2026

CONDITONAL USE HEARINGS:

5:00 pm ***Adam and Tessa Peterson – Mound Prairie Township***
Conditional Use Permit to build a dwelling on less than 40 acres in an Agricultural Protection District (Section 14-14.3, Subd. 1, Subs. 10).

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Adam and Tessa Peterson, 237 Red Apple Drive, La Crescent, MN 55947, for a Conditional Use Permit to build a dwelling on under 40 acres in the Agricultural Protection District (Section 14 – 14.3 Conditional Uses, Subdivision 1, Subsection 10) in Mound Prairie Township on the following premises, to-wit:

PT NE1/4 NW1/4, Section 30, Township 104, Range 5, Houston County, Minnesota. (Parcel #11.0340.000)

Said applicant standing and making application is as holder and owner of an enforceable option to purchase full interest in said described lands.

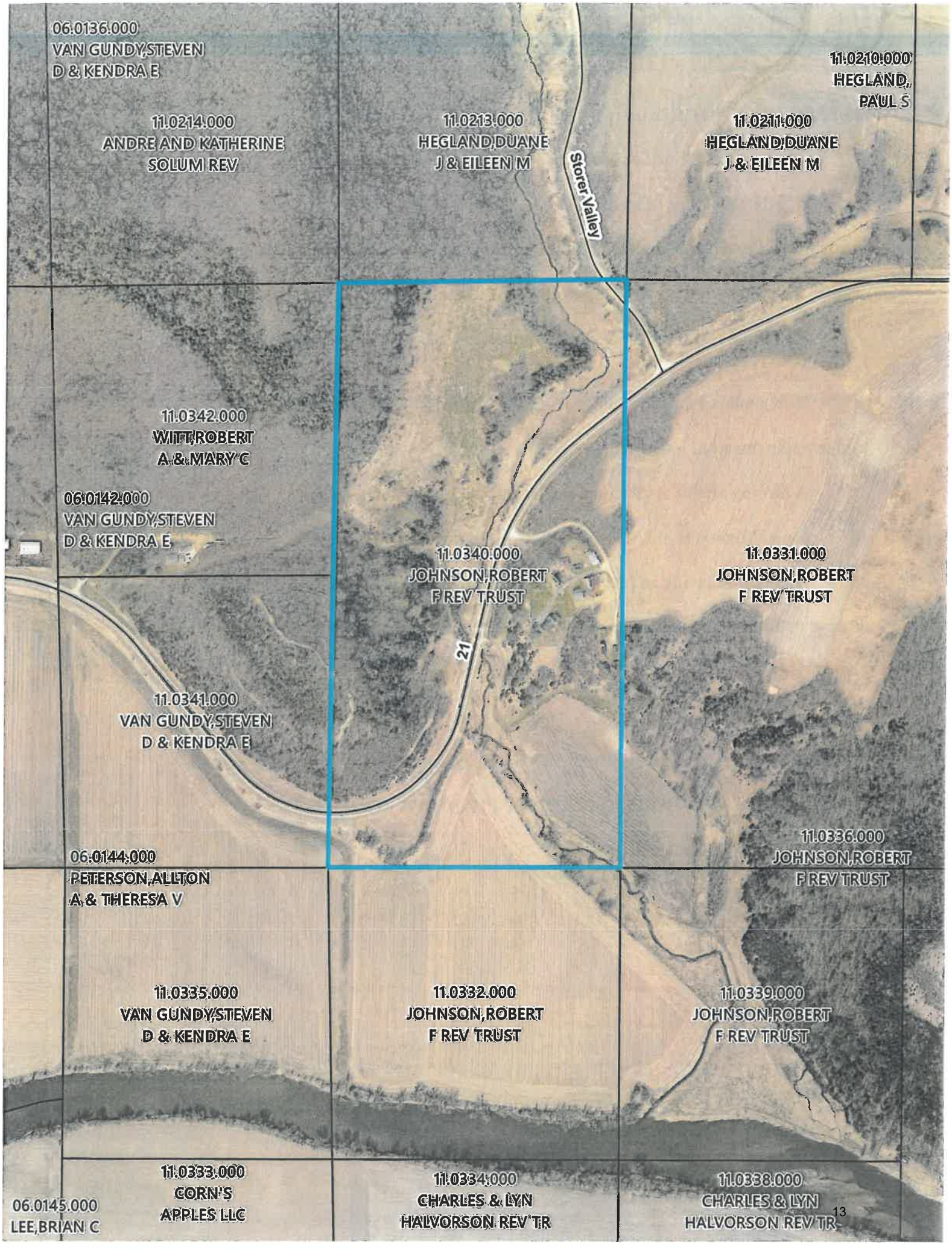
A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 5:00 p.m. on Thursday, November 19, 2026.

All persons having an interest in the matter may attend the hearing or submit comments relative to the granting or denying of said application. Comments should be mailed to the Environmental Services Dept., 304 South Marshall Street – Room 209, Caledonia, MN 55921, or emailed to Zoning@HoCoMN.gov, and must be received by Tuesday, November 10, 2026 to be included for review prior to the hearing. All comments are considered public record.

HOUSTON COUNTY PLANNING COMMISSION

By Amelia Meiners
Zoning Administration

ADV: November 5, 2026


06.0136.000
VAN GUNDY,STEVEN
D & KENDRA E
11.0214.000
ANDRE AND KATHERINE
SOLUM REV
11.0213.000
HEGLAND,DUANE
J & EILEEN M
Storer Valley
11.0210.000
HEGLAND,
PAUL S
11.0211.000
HEGLAND,DUANE
J & EILEEN M
11.0342.000
WITT,ROBERT
A & MARY C
06.0142.000
VAN GUNDY,STEVEN
D & KENDRA E
11.0340.000
JOHNSON,ROBERT
F REV TRUST
21
11.0331.000
JOHNSON,ROBERT
F REV TRUST
11.0341.000
VAN GUNDY,STEVEN
D & KENDRA E
11.0336.000
JOHNSON,ROBERT
F REV TRUST
06.0144.000
PETERSON,ALLTON
A & THERESA V
11.0335.000
VAN GUNDY,STEVEN
D & KENDRA E
11.0332.000
JOHNSON,ROBERT
F REV TRUST
11.0339.000
JOHNSON,ROBERT
F REV TRUST
11.0333.000
CORN'S
APPLES LLC
11.0334.000
CHARLES & LYN
HALVORSON REV TR
11.0338.000
CHARLES & LYN
HALVORSON REV TR
06.0145.000
LEE,BRIAN C

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: ***Adam and Tessa Peterson*** DATE: ***November 19, 2026***
C.U.P. REQUESTED: ***To build a single-family non-farm dwelling on less than 40 acres in the Agricultural Protection District.***

FINDINGS OF FACT

Section 11.05 of the Houston County Zoning Ordinance requires the following:

Subdivision 1. Findings. The Planning Commission shall not recommend a conditional use permit unless they find the following:

1. That the proposed use conforms to the County Land Use Plan.

   Staff Analysis: The Land Use Plan promotes the protection of prime agricultural land and the fact that non-farm dwellings are restricted from being located on prime soils supports this goal.

   Board agreed to the finding by a unanimous vote.

2. That the applicant demonstrates a need for the proposed use.

   Staff Analysis: A family member of the applicant owns the property to the north which is used recreationally. This building site will allow them access to that property that is otherwise restricted by Storer Creek.

   Board agreed to the finding by a unanimous vote.

3. That the proposed use will not degrade the water quality of the County.

   Staff Analysis: The applicant will be required to have an approved erosion control plan and septic design prior to building permit issuance. Those regulations are intended to mitigate concerns of potential negative impacts on water quality.

   Board agreed to the finding by a unanimous vote.

4. That the proposed use will not adversely increase the quantity of water runoff.

   Staff Analysis: This will be a small dwelling with minimal impervious surface so should not adversely increase quantity of water runoff and an erosion control plan will be approved by the SWCD. The applicants will need to meet all requirements of their erosion control plan to ensure adequate treatment of stormwater runoff with best management practices before, during, and after construction.

   Board agreed to the finding by a unanimous vote.

5. That soil conditions are adequate to accommodate the proposed use.

   Staff Analysis: The Soil Survey – Houston County identifies the main concern for building sites on 455B soils is structural damage caused by the shrinking and swelling of the soil. Buildings can

be constructed provided they use backfill with suitable coarse material around foundations and footings to provide added assurance against structural damage.

Board agreed to the finding by a unanimous vote.

6. That potential pollution hazards have been addressed and that standards have been met.

   Staff Analysis: A septic design completed by a licensed septic professional that meets minimum state requirements and an approved erosion control plan are required to mitigate potential pollution hazards. Careful adherence to the erosion control plan during and after construction will mitigate any potential runoff concerns.

   Board agreed to the finding by a unanimous vote.

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

   Staff Analysis: This is a new building site, so new utility installations may be necessary and all costs are the responsibility of the applicant. There is an existing field road access off County 21 that the applicants intend to improve and utilize.

   Board agreed to the finding by a unanimous vote.

8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

   Staff Analysis: N/A

9. That facilities are provided to eliminate any traffic congestion or traffic hazard which may result from the proposed use.

   Staff Analysis: N/A

10. That the Conditional Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

    Staff Analysis: The primary uses of the surrounding acreage is agricultural and recreational in nature. There are both farm and non-farm dwellings located to the south, east, and west of the proposed building site. The addition of a single-family dwelling for recreational use will not impact these uses.

    Board agreed to the finding by a unanimous vote.

11. That the establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.

    Staff Analysis: The surrounding properties are primarily used for agricultural, residential, and recreational purposes. The addition of a single-family dwelling for recreational use will not impede these uses and orderly development meeting ordinance standards can still take place on surrounding vacant property.

Board agreed to the finding by a unanimous vote.

12. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

    Staff Analysis: N/A

13. That the density of any proposed residential development is not greater than the density of the surrounding neighborhood or not greater than the density indicated by the applicable Zoning District.

    Staff Analysis: This request meets the required Agricultural Protection District density limitations.

    Board agreed to the finding by a unanimous vote.

14. That the intensity of any proposed commercial or industrial development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable Zoning District.

    Staff Analysis: N/A

15. That site specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare.

    Staff Analysis: The addition of a single-family dwelling adhering to local requirements should not negatively affect the public's health, safety, morals, and general welfare.

    Board agreed to the finding by a unanimous vote.

Chairman Hahn asked for a motion on the findings if there were no additional comments or questions.

Chase Munson made a motion to accept the findings as presented. Josh Gran seconded. All were in favor. Motion carried.

Chairman Hahn asked for a motion on the conditional use request if there were no additional comments or questions.

Josh Gran made a motion to recommend the Houston County Board approve a Conditional Use Permit for a single-family non-farm dwelling on less than 40 acres in the Agricultural Protection District with three conditions in Mound Prairie Township:

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permitholder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. The new parcel boundary must be substantially similar and no less than the proposed property boundary provided in the application.

Johnathon Glasspoole seconded. A roll call vote was taken. All were in favor. Motion carried.

The application, with the conditions, will be presented to the Houston County Board of Commissioners for final action.

HOUSTON COUNTY
ENVIRONMENTAL SERVICES
Solid Waste ● Recycling ● Zoning
304 South Marshall Street – Room 209, Caledonia, MN 55921
Phone: (507) 725-5800 ● Fax: (507) 725-5590

Houston County National Leader in Recycling

STAFF REPORT
11/3/2026

Application Date: 9/15/2026
Hearing Date: 11/19/2026
Petitioner: Adam and Tessa Peterson
Reviewer: Amelia Meiners & Michelle Wagner
Zoning: Ag Protection
Address: TBD County 21
Township: Mound Prairie
Parcel Number: 11.0340.000
Submitted Materials: CUP Application

OVERVIEW

REQUEST

The applicant is seeking a conditional use permit to build a dwelling on less than 40 acres in the Agricultural Protection District of Mound Prairie Township.

SUMMARY OF NOTEWORTHY TOPICS

This is an 80-acre parcel located off County 21 in Mound Prairie Township about four miles northeast of Houston and six miles northwest of Hokah. The applicants have a purchase agreement for 5.75 acres along the north boundary of this parcel plus an easement for access from the current property owner to construct a recreational dwelling. The dwelling will be used intermittently but since it will be over 400 square feet and contain modern utilities (septic, electricity, etc.), the applicant needs to permit this as a dwelling rather than a cabin as these items are prohibited for cabins under Section 14.3, Subdivision 1 (5) of the Zoning Ordinance.

The Houston County Zoning Ordinance (HCZO) 14.3 subd.1 (10) requires the following:

(10) Dwellings. Single-family non-farm dwellings subject to the following:
(a) No more than one (1) dwelling per quarter-quarter section.
(b) Non-farm dwellings built after the adoption of this Ordinance shall be setback at least one-fourth, (1/4), mile from all feedlots, except as otherwise provided in this Ordinance.
(c) Non-farm dwelling units shall not be permitted on land which is of soil classifications of Class I-III soils rated in the Soil Survey - Houston County by the U. S. D. A. Natural Resource Conservation Service, except in cases where the land has not been used for the production of field crops or enrolled in a government program whereby compensation is received in exchange for the removal of an area from production, for a period of ten years or more.
(d) Non-farm dwelling units shall only be permitted on sites considered Buildable Lots as defined by this Ordinance, and shall not be permitted in areas classified wetlands, flood plain, peat and muck areas and other areas of poor drainage. Non-farm dwelling units shall not be permitted on land

which has a slope of twenty-four (24) percent or greater. All non-farm dwellings must have an erosion control plan as required by Section 24.
(e) Non-farm dwelling units shall be required to be located on lots having ownership of at least thirty-three (33) feet of road frontage on a public roadway or a legally recorded perpetual access at least thirty –three (33) feet wide from an existing public roadway and a minimum lot area of one (1) acre.



Figure 1. Proposed property split with driveway access via easement. Pink area is approximate location of dwelling. Note, this has been updated since the application was submitted in September of 2026, so, the site plan is different than what is included for the documents submitted by the applicant.

Further, the applicants should understand the purpose of the agricultural protection district is to retain land for agricultural production and these regulations are intended to minimize incompatibility between these residential and agricultural uses.

SECTION 14 - AGRICULTURAL PROTECTION DISTRICT
14.1 PURPOSE AND PUBLIC NOTICE
Subdivision 1. Purpose. *The purpose of the Agricultural Protection District is to provide a district that will:*

(1) Retain, conserve, and enhance agricultural land in the County for agricultural uses.
(2) Protect and preserve natural resources and environmentally sensitive areas.
(3) Restrict scattered non-farm residential development in order to minimize incompatibility between agricultural uses and residential use, and to conserve the expenditure of public funds for new roads, road maintenance, schools, police and fire protection necessary to service scattered residential development.

Subdivision 2. Public Notice. *Persons choosing to reside in the Agricultural Protection District are hereby notified that the agricultural district is a zoning district in which land is used principally and foremost for agricultural production.*

Subdivision 3. Discomfort Resulting From Agricultural Uses. *Owners, residents, and other uses of property in the Agricultural Protection District or neighboring properties may be subjected to inconvenience or discomfort arising from normal and accepted agricultural practices and operation, including but not limited to the following:*

(1) Noise, odors, dust, and hours of operation.
(2) The operation of machinery, including aircraft.
(3) The production, storage and land application of animal manure.
(4) The application of fertilizers, soil amendments, herbicides, and pesticides.

Owners, residents, and users of property in the Agricultural Protection District, or neighboring property should be prepared to accept such inconveniences or discomfort as they occur from agricultural uses and are hereby notified that this declaration may prevent them from obtaining a legal judgment against such agricultural uses.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Mound Prairie Township and the ten nearest property owners were notified. An inquiry was received from Mound Prairie Township but no written comments were received regarding this proposal.

SITE CHARACTERISTICS

The following is an evaluation based on the ordinance language provided above, Section 14.3 subd.1 (10).

(a) No more than one (1) dwelling per quarter-quarter section.

The NE ¼ NW ¼ of Section 30 is an open quarter-quarter.



Figure 2. The dwelling is proposed in the NE1/4 NW1/4 on parcel 11.0340.000 which is an open quarter-quarter. There are existing dwellings located to the south and southeast and are depicted by the address points 11615 and 11617.

(b) *Non-farm dwellings built after the adoption of this Ordinance shall be setback at least one-fourth, (1/4), mile from all feedlots, except as otherwise provided in this Ordinance.*

The closest registered feedlot is located at 12226 County 21 which is approximately 2,160 feet southwest of the proposed building site.

(c) *Non-farm dwelling units shall not be permitted on land which is of soil classifications of Class I-III soils rated in the Soil Survey - Houston County by the U. S. D. A. Natural Resource Conservation Service, except in cases where the land has not been used for the production of field crops or enrolled in a government program whereby compensation is received in exchange for the removal of an area from production, for a period of ten years or more.*

The exact building site within the proposed parcel is still unknown, but soil in this area is classified as 388D2, 455B, and 1858F. The Soil Survey – Houston County classifies 455B soils as IIe which would be considered prime land but the other soils classifications in this area are considered marginal. The current landowner has indicated that the site has always been pasture which is supported by aerial imagery and that demonstrates the exemption allowed in *(c)* above is met.



Figure 3. March 2026 aerial imagery.



Figure 4. April 2023 aerial imagery.



Figure 5. May-June 2020 aerial imagery.



Figure 6. April-May 2017 aerial imagery.



Figure 7. April 2014 aerial imagery.

(d) *Non-farm dwelling units shall only be permitted on sites considered Buildable Lots as defined by this Ordinance, and shall not be permitted in areas classified wetlands, flood plain, peat and muck areas and other areas of poor drainage. Non-farm dwelling units shall not be permitted on land which has a slope of twenty-four (24) percent or greater. All non-farm dwellings must have an erosion control plan as required by Section 24.*

This will be a 5.75-acre parcel with a 33-foot easement that will meet Buildable Lot standards set forth in the ordinance. Slopes at the building site are estimated at less than 4% if the applicant decides to build on the flattest part. The applicants intend to utilize an existing field road for driveway access, but it will need to meet the 12% grade requirement. They have met with the Soil and Water Conservation District (SWCD) and understand the steps that need to be taken to achieve this standard.

The property is near a mapped floodplain but about 50 feet above floodplain. There is mapped wetland that runs alongside the proposed driveway but there will be no wetlands disturbed with construction. The building site and driveway access are both located within the shoreland district and the dwelling will need to meet the shoreland bluff setback. Storer Creek is 260 feet to the east of the approximate building site which flows to the Root River. According to Section 22.7 of the Zoning Ordinance, the driveway can be located within the shoreland district if no alternatives exist and, in this situation, no alternatives exist.

There are no mines within 1,000 feet of the proposed building site.

(e) *Non-farm dwelling units shall be required to be located on lots having ownership of at least thirty-three (33) feet of road frontage on a public roadway or a legally recorded perpetual access at least thirty –three (33) feet wide from an existing public roadway and a minimum lot area of one (1) acre.*

The applicants intend to utilize an existing field road access to the property through a legal easement.

EVALUATION

Section 11.05 of the Houston County Zoning Ordinance requires the following:

Subdivision 1. Findings. The Planning Commission shall not recommend a conditional use permit unless they find the following:

1. That the proposed use conforms to the County Land Use Plan.

   Staff Analysis: The Land Use Plan promotes the protection of prime agricultural land and the fact that non-farm dwellings are restricted from being located on prime soils supports this goal.

2. That the applicant demonstrates a need for the proposed use.

   Staff Analysis: A family member of the applicant owns the property to the north which is used recreationally. This building site will allow them access to that property that is otherwise restricted by Storer Creek.

3. That the proposed use will not degrade the water quality of the County.

   Staff Analysis: The applicant will be required to have an approved erosion control plan and septic design prior to building permit issuance. Those regulations are intended to mitigate concerns of potential negative impacts on water quality.

4. That the proposed use will not adversely increase the quantity of water runoff.

   Staff Analysis: This will be a small dwelling with minimal impervious surface so should not adversely increase quantity of water runoff and an erosion control plan will be approved by the SWCD. The applicants will need to meet all requirements of their erosion control plan to ensure adequate treatment of stormwater runoff with best management practices before, during, and after construction.

5. That soil conditions are adequate to accommodate the proposed use.

   Staff Analysis: The Soil Survey – Houston County identifies the main concern for building sites on 455B soils is structural damage caused by the shrinking and swelling of the soil. Buildings can be constructed provided they use backfill with suitable coarse material around foundations and footings to provide added assurance against structural damage.

6. That potential pollution hazards have been addressed and that standards have been met.

   Staff Analysis: A septic design completed by a licensed septic professional that meets minimum state requirements and an approved erosion control plan are required to mitigate potential pollution hazards. Careful adherence to the erosion control plan during and after construction will mitigate any potential runoff concerns.

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

   Staff Analysis: This is a new building site, so new utility installations may be necessary and all costs are the responsibility of the applicant. There is an existing field road access off County 21 that the applicants intend to improve and utilize.

8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

   Staff Analysis: N/A

9. That facilities are provided to eliminate any traffic congestion or traffic hazard which may result from the proposed use.

   Staff Analysis: N/A

10. That the Conditional Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

    Staff Analysis: The primary uses of the surrounding acreage is agricultural and recreational in nature. There are both farm and non-farm dwellings located to the south, east, and west of the proposed building site. The addition of a single-family dwelling for recreational use will not impact these uses.

11. That the establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.

    Staff Analysis: The surrounding properties are primarily used for agricultural, residential, and recreational purposes. The addition of a single-family dwelling for recreational use will not impede

these uses and orderly development meeting ordinance standards can still take place on surrounding vacant property.

12. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

    Staff Analysis: N/A

13. That the density of any proposed residential development is not greater than the density of the surrounding neighborhood or not greater than the density indicated by the applicable Zoning District.

    Staff Analysis: This request meets the required Agricultural Protection District density limitations.

14. That the intensity of any proposed commercial or industrial development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable Zoning District.

    Staff Analysis: N/A

15. That site specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare.

    Staff Analysis: The addition of a single-family dwelling adhering to local requirements should not negatively affect the public's health, safety, morals, and general welfare.

RECOMMENDATION

The Planning Commission must consider the criteria above. Should the permit be granted, staff recommend requiring the following conditions:

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permitholder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. The new parcel boundary must be substantially similar and no less than the proposed property boundary provided in the application.

Proposed motion: Recommend granting a Conditional Use Permit for a non-farm dwelling on under 40 acres with the three conditions.

Conditional Use Request	Amount Paid		Number	Adam Peterson | 110331000 | Mound Prairie Submitted by amp68922 on 9/15/2026
2026-CUP-686160	$0.00		2026-CUP-686160	
Applicant	Created	Status		
Adam Peterson	September 15, 2026	In Progress		

Applicant

Adam Peterson

[redacted]

[redacted]

Search Parcel Data Completed On Tuesday, September 15, 2026 at 12:30 PM CDT by amp68922

ParcelID	Address	City	OwnerName	Acres
110340000	11615 COUNTY 21	HOUSTON	JOHNSON,ROBERT F REV TRUST | C/O ROBERT F JOHNSON	80.000

CONDITIONAL USE INTRO Completed On Tuesday, September 15, 2026 at 12:31 PM CDT by amp68922

Conditional Use Application Fee

$700.00

Recording Fee

$46.00

Application Type:

Conditional Use

APPLICANT INFORMATION Completed On Tuesday, September 15, 2026 at 12:39 PM CDT by amp68922

Applicant Name

Adam Peterson

Parcel Tax ID

110331000

Telephone Number

[redacted]

Address

11617 COUNTY 21

City

HOUSTON

Zip

55947-9679

Legal Description

NE1/4 DOC 206570 TRUSTEES OF JOHNSON FAMILY 9

Section-Township-Range

30-104-005

Do you own additional adjacent parcels

No

Township of:

Mound Prairie

I understand I am required to inform my township of my application.

Yes

CONDITIONAL USE REQUEST Completed On Tuesday, September 15, 2026 at 2:04 PM CDT by amp68922

Describe in detail your request.

I am looking to purchase 5.75 acres from Bob Johnson, to build a cabin dwelling. Please look at drawing of property, with rough cabin location. Also copy of the look of the cabin which would be virtually the same with a bit taller due to loft area.

Citation of Ordinance Section from which the Conditional Use is requested:

Dwelling

Requested Dimension:

24 x 44

Please upload any supporting documents:

Final Cabin Location with Easement.png

Screenshot 2026-09-15 132449.png

CONDITIONAL USE FINDING OF FACTS Completed On Tuesday, September 15, 2026 at 2:19 PM CDT by amp68922

1. That the proposed use conforms to the County Land Use Plan.

Yes

Comments:

Looking to build a dwelling on this property. Recreational use.

2. That the applicant demonstrates a need for the proposed use.

Yes

Comments:

Looking to build a Dwelling, with power and water on this 5.75 acres.

3. That the proposed use will not degrade the water quality of the County.

Yes

Comments:

It will not be affecting any water.

4. That the proposed use will not adversely increase the quantity of water runoff.

Yes

Comments:

It will not increase water runoff.

5. That soil conditions are adequate to accommodate the proposed use.

Yes

Comments:

This location is not in agriculture /planted cropland. This is pasture land.

6. That potential pollution hazards have been addressed and standards have been met.

Yes

Comments:

Nothing of concern

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Yes

Comments:

8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Yes

Comments:

Will be used for recreation.

9. That adequate facilities are provided to eliminate any traffic congestion or traffic hazard which may result from the proposed use.

Yes

Comments:

NA

10. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

Yes

Comments:

NA

11. That the establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.

Yes

Comments:

NA

12. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Yes

Comments:

This is a recreational dwelling

13. That the density of any proposed residential development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable zoning district

Yes

Comments:

This is a recreational dwelling

14. That the density of any proposed commercial or industrial development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable zoning district.

Yes

Comments:

This is a recreational cabin.

15. That site specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare.

Yes

Comments:

This is a recreational cabin

SITE PLAN INFORMATION Completed On Tuesday, September 15, 2026 at 2:23 PM CDT by amp68922

Upload Site Plan

Final Cabin Location with Easement.png

Screenshot 2026-09-15 132449.png

Use the Interactive Map to Create a Site Plan. Map tools: Click the plus and minus buttons in the upper left of the map window, to zoom in/out. Navigation Mode - Scroll up to zoom in, scroll down to zoom out. Click and hold to pan around map. Text Mode - To place text on the map, click on the "Add Text" tool, click the place on the map where you would like the text to be displayed, then enter the text in the box that appears at the top of the screen, click ok to display the text on the map. Draw a point – Click once on the map where you would like the point to be. Draw a Line - Click once on map to start drawing a line, double click to stop drawing line. Draw a Polyline - Click once on map to start drawing a polygon, click map at each vertex and double click to finish polygon drawing. Draw a Rectangle - Click once on the map where you would like the rectangle to be. The rectangle will appear on the map. Click on the Select tool and click on the rectangle to resize (click an outside square and drag to resize), rotate (click, hold and drag the circle on top of the rectangle to rotate) or delete (click the rectangle and hit the delete button). Measure - Click once on map to start draw a line with a measurement, click map at each vertex and double click to finish drawing. If you double click near starting point area measurement will also be calculated. Undo Last Edit - Click tool to undo last drawing edit. Undo All Edits - Click tool to undo all drawing edits.



Use the space below to include site plan comments, if necessary

See in drawing attached

APPLICATION SUBMITTAL Completed On Tuesday, September 15, 2026 at 2:36 PM CDT by amp68922

By checking this box, I grant Houston County access to my property for the purpose of evaluating this application.

Yes

By checking this box, I certified that I have notified my town board of my application.

Yes

By checking this box, I certify that the information provided in this application is true and accurate to the best of my knowledge.

Yes

Signature



Date Signed:

9/15/2026

Check this box if Staff Signature on behalf of Applicant.

No

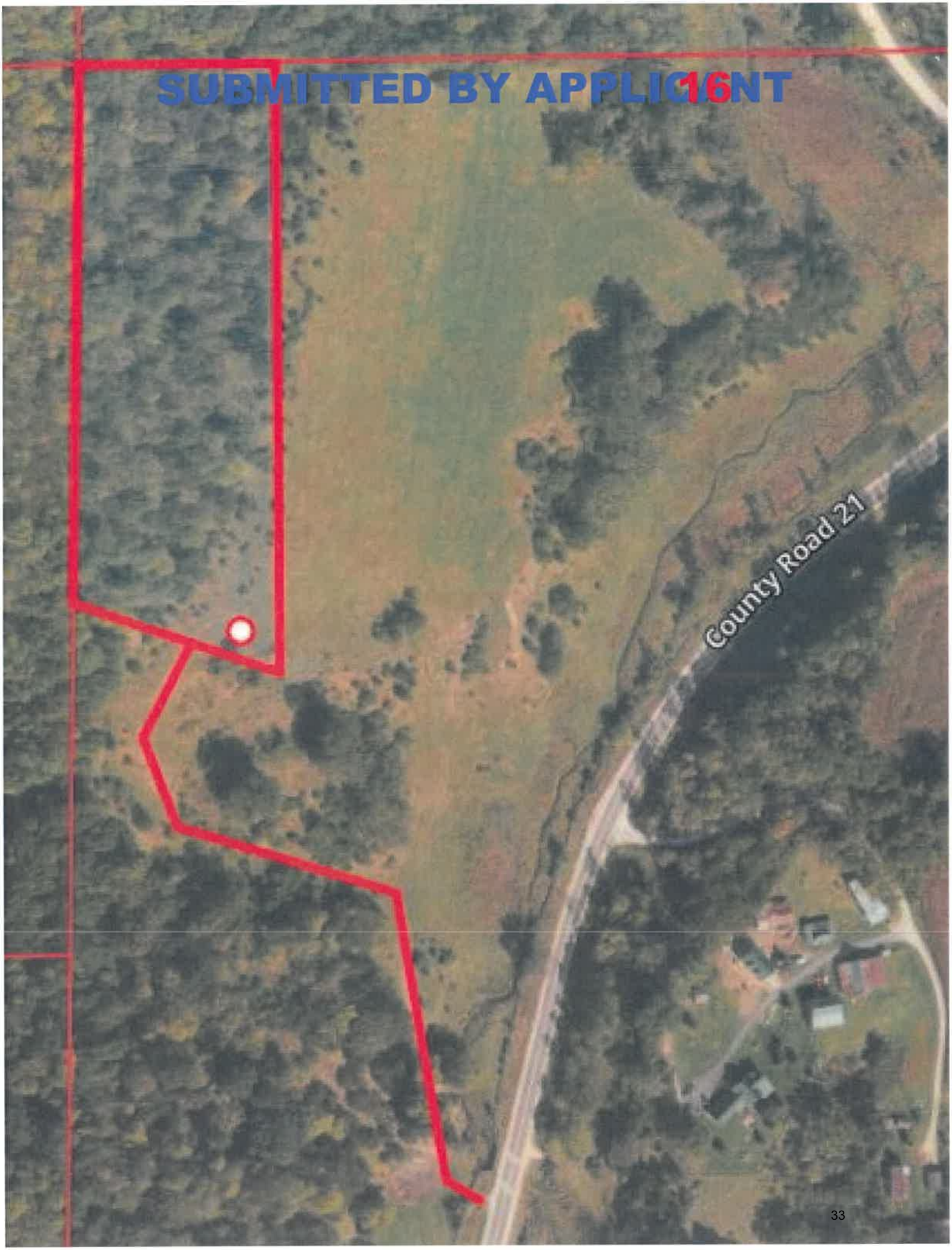
Email APPLICATION SUBMITTAL Completed On Tuesday, September 15, 2026 at 2:36 PM CDT by amp68922

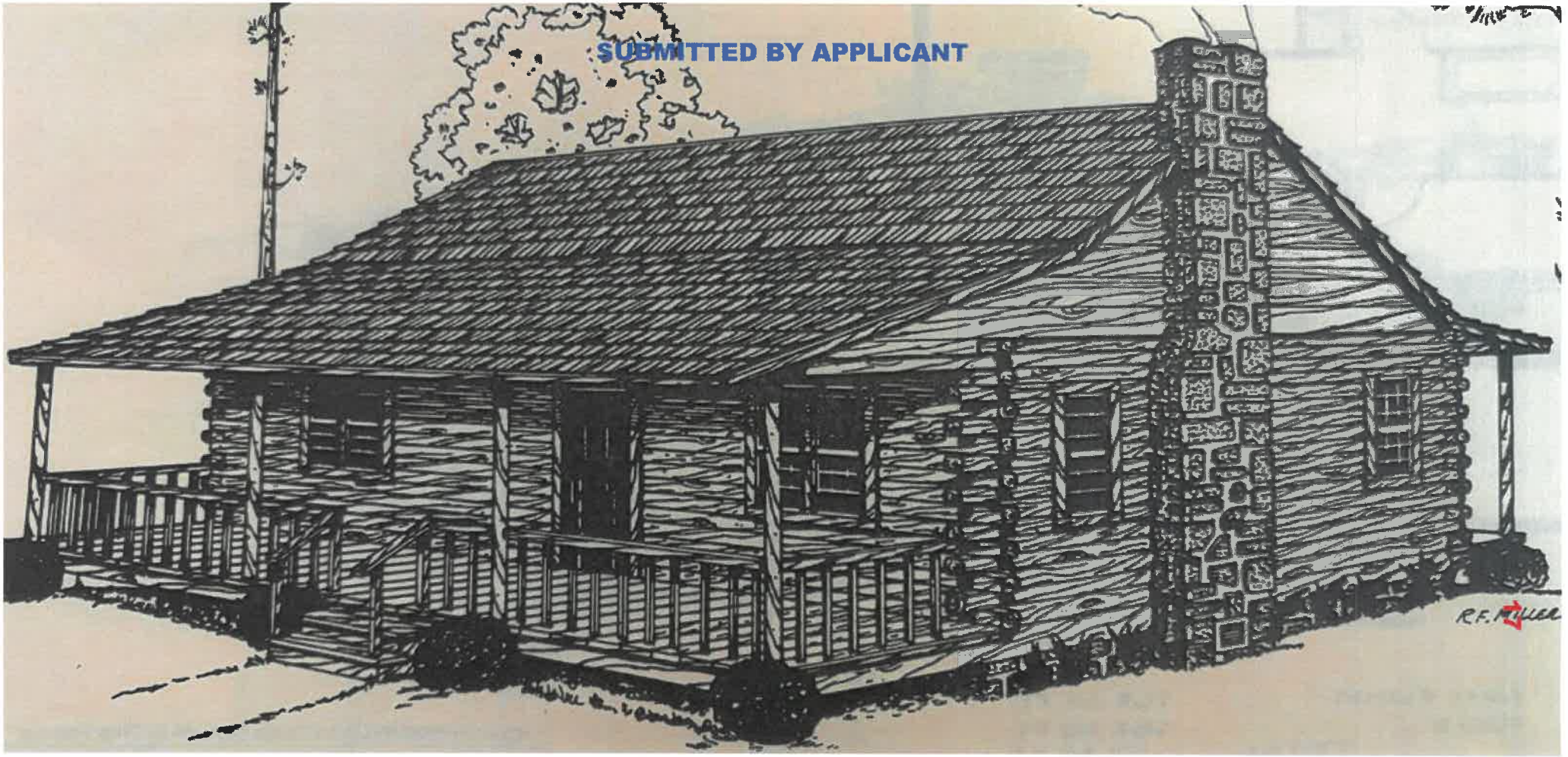
External Notes

Documents

Internal Notes

Documents


SUBMITTED BY APPLICANT
County Road 21


SUBMITTED BY APPLICANT
R.F. Miller

HOUSTON COUNTY

BOARD OF COMMISSIONER MEETING
AGENDA REQUEST FORM

Historic Courthouse
304 S Marshall Street
Caledonia, MN 55921

Board Meeting Date: December 1stth 2026
Date Request Submitted: November 25th, 2026
Submitted By (Name and Title): Brent Parker, County Coordinator

Please fill in item(s) requested for agenda in correct category below. Add numbers as needed.

Appointment Request:

Consent Agenda Request:

Action Item Request:

1) Approve the 2027 Non-Represented Pay Grid
2) Approve the 2027 Board of Commissioners Meeting Schedule
3) Approve Resolution 26-35 RESOLUTION AUTHORIZING WITHDRAWAL FROM THE MINNESOTA MERIT SYSTEM AND CERTIFYING COMPLIANCE WITH FEDERAL MERIT SYSTEM STANDARDS
4) Approve Resolution 26-36 RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF HOUSTON ON BEHALF OF ITS PROSECUTING ATTORNEY

Discussion Item:

Background/additional information can be typed below and/or included with request:

Note: Please submit all agenda request forms and supporting documentation to the BOC email at **BOC@HoCoMN.gov** by noon the Thursday before each BOC meeting to be included on the agenda. If your department needs a resolution number, please ask for the number ahead of time via the BOC email. Resolutions should be emailed in word format so they can be easily copied and pasted into the meeting minutes. Departments are responsible for scheduling their own public hearings, but please email the BOC to verify a date and time is available prior to advertising the hearing to ensure we do not double book times. Questions regarding agenda requests and board meetings can be sent to the BOC email. Thank you!

2027	Steps								
3.25%		*3.50%*	*3.50%*	*3.50%*	*3.50%*	*3.50%*	*3.50%*	*3.50%*	*3.50%*
	0	*1 yr*	*2 yr*	*3 yr*	*4 yr*	*5 yr*	*6 yr*	*7 yr*	*8 yr*
Current Band Grade	**1**	2	3	4	5	6	**7**	**8**	**9**
A11	**$18.46**	**$19.13**	**$19.79**	**$20.47**	**$21.19**	**$21.94**	**$22.69**	**$23.49**	**$24.33**
A12	**$20.32**	**$21.03**	**$21.77**	**$22.55**	**$23.32**	**$24.14**	**$25.00**	**$25.86**	**$26.78**
A13	**$21.55**	**$22.28**	**$23.07**	**$23.87**	**$24.71**	**$25.59**	**$26.48**	**$27.41**	**$28.36**
B21	**$22.83**	**$23.62**	**$24.47**	**$25.33**	**$26.22**	**$27.11**	**$28.07**	**$29.04**	**$30.09**
B22	**$24.19**	**$25.05**	**$25.92**	**$26.85**	**$27.77**	**$28.74**	**$29.75**	**$30.81**	**$31.88**
B23	**$26.39**	**$27.30**	**$28.26**	**$29.26**	**$30.26**	**$31.34**	**$32.43**	**$33.57**	**$34.72**
B24	**$27.97**	**$28.94**	**$29.95**	**$31.00**	**$32.08**	**$33.22**	**$34.36**	**$35.56**	**$36.81**
B25	**$29.64**	**$30.68**	**$31.75**	**$32.86**	**$33.99**	**$35.19**	**$36.43**	**$37.72**	**$39.03**
B31	**$30.53**	**$31.62**	**$32.71**	**$33.86**	**$35.04**	**$36.27**	**$37.53**	**$38.85**	**$40.22**
B32	**$32.37**	**$33.49**	**$34.67**	**$35.89**	**$37.14**	**$38.45**	**$39.79**	**$41.18**	**$42.62**
C41	**$34.31**	**$35.52**	**$36.76**	**$38.05**	**$39.38**	**$40.74**	**$42.19**	**$43.65**	**$45.18**
C42	**$36.03**	**$37.28**	**$38.58**	**$39.94**	**$41.34**	**$42.77**	**$44.28**	**$45.83**	**$47.43**
C43	**$37.47**	**$38.76**	**$40.12**	**$41.52**	**$42.99**	**$44.49**	**$46.04**	**$47.64**	**$49.32**
C44	**$39.35**	**$40.71**	**$42.15**	**$43.62**	**$45.15**	**$46.73**	**$48.36**	**$50.05**	**$51.81**
C52	**$41.71**	**$43.15**	**$44.68**	**$46.24**	**$47.86**	**$49.53**	**$51.26**	**$53.07**	**$54.93**
C53	**$42.96**	**$44.46**	**$46.02**	**$47.62**	**$49.27**	**$51.02**	**$52.80**	**$54.65**	**$56.56**
D61	**$44.25**	**$45.80**	**$47.40**	**$49.07**	**$50.77**	**$52.54**	**$54.38**	**$56.28**	**$58.27**
D62	**$46.03**	**$47.63**	**$49.29**	**$51.03**	**$52.81**	**$54.66**	**$56.57**	**$58.54**	**$60.59**
D63	**$50.63**	**$52.40**	**$54.25**	**$56.14**	**$58.10**	**$60.13**	**$62.24**	**$64.43**	**$66.68**
E81	**$55.68**	**$57.64**	**$59.66**	**$61.74**	**$63.91**	**$66.14**	**$68.45**	**$70.86**	**$73.34**
E82	**$59.03**	**$61.09**	**$63.24**	**$65.46**	**$67.74**	**$70.12**	**$72.58**	**$75.11**	**$77.74**

*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)
$18.70	$19.81	$20.87	$21.96	$23.05

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.

*Temporary/Seasonal Help Wage Schedule:	$18.07

*Veterans Service Drivers:	$18.07

*Sheriffs Office Transport Officers:	$21.72

HOUSTON COUNTY BOARD OF COMMISSIONERS

2027 BOARD MEETING SCHEDULE

Date	Meeting / Holiday	Category
Jan 1, 2027	New Year's Day	Holiday
Jan 5, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Jan 18, 2027	Martin Luther King Jr. Day	Holiday
Jan 19, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Jan 26, 2027	9:00 AM Workgroup Session	Workgroup Session
Feb 2, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Feb 15, 2027	Presidents' Day	Holiday
Feb 16, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Feb 23, 2027	9:00 AM Workgroup Session	Workgroup Session
Mar 2, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Mar 16, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Mar 23, 2027	9:00 AM Workgroup Session	Workgroup Session
Mar 26, 2027	Spring Holiday	Holiday
Apr 20, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Apr 27, 2027	9:00 AM Workgroup Session	Workgroup Session
May 4, 2027	9:00 AM Full Board Meeting	Full Board Meeting
May 18, 2027	9:00 AM Full Board Meeting	Full Board Meeting
May 25, 2027	9:00 AM Workgroup Session	Workgroup Session
May 31, 2027	Memorial Day	Holiday
Jun 1, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Jun 15, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Jun 18, 2027	Juneteenth (Observed)	Holiday
Jun 22, 2027	9:00 AM Workgroup Session	Workgroup Session
Jul 5, 2027	Independence Day (Observed)	Holiday
Jul 6, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Jul 20, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Jul 27, 2027	9:00 AM Workgroup Session	Workgroup Session

Aug 3, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Aug 17, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Aug 24, 2027	9:00 AM Workgroup Session	Workgroup Session
Sep 6, 2027	Labor Day	Holiday
Sep 7, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Sep 21, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Sep 28, 2027	9:00 AM Workgroup Session	Workgroup Session
Oct 5, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Oct 19, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Oct 26, 2027	9:00 AM Workgroup Session	Workgroup Session
Nov 2, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Nov 11, 2027	Veterans Day	Holiday
Nov 16, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Nov 23, 2027	9:00 AM Workgroup Session	Workgroup Session
Nov 25, 2027	Thanksgiving Day	Holiday
Nov 26, 2027	Day After Thanksgiving	Holiday
Dec 7, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Dec 21, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Dec 24, 2027	Christmas Eve	Holiday
Dec 27, 2027	Christmas Day (Observed)	Holiday
Dec 28, 2027	9:00 AM Full Board Meeting	Full Board Meeting
Dec 31, 2027	New Year’s Day 2028 (Observed)	Holiday

Full Board Meetings occur in the County Board Meeting Room, 2nd floor, Historic Courthouse Building, Caledonia, MN. Agenda, board packets, and minutes are stored at the Historic Courthouse Building and shared on the Houston County website, as are video recordings, when available.

The County Board conducts workgroup sessions to receive information from staff or outside agencies regarding current or upcoming issues or projects in advance of requests to take formal action. The County Board does not take formal action during workgroup meetings. The County Board will normally hold workgroup sessions at 9:00 am Rm. 222 of the Historic Courthouse Building, Caledonia, MN, but may move to other locations and times, as appropriate. If changed, the County will announce the changed time and location during the preceding full board meeting and reflect the change in the published agenda for said meeting. These meetings are not video recorded, but agenda and minutes will be available via the county website.

DEPARTMENT OF HUMAN SERVICES

Minnesota Department of Human Services
Elmer L. Andersen Building
Temporary Commissioner John Connolly
Post Office Box 64998
St. Paul, Minnesota 55164-0998

November 18, 2026

Brent Parker
County Coordinator/HR Director
Houston County Historic Courthouse
304 S. Marshall St.
Caledonia, Minnesota 55921

Dear Brent Parker:

I am writing to notify you that your county personnel system is in compliance with the Federal Standards for a Merit System of Personnel Administration (5 CFR Part 900). Minnesota Statutes, section 256.012 (2) (b) provides that a county may withdraw from the Minnesota Merit System only after the Commissioner of Human Services certifies that its personnel system meets federal requirements.

This decision is based upon a review of your human resources policies and practices outlined in the following documents:

- Personnel policies/rules;
- Summary of the assessment/selection processes to be used, including procedures for job analysis, and development of selection/assessment tools;
- Classification plan, including classification specifications, or position descriptions/questionnaires;
- Compensation plans;
- Performance evaluation forms and plan; and
- Employee development/training plan.

The final step in the process consists of a formal written resolution passed by your county board. The resolution should attest to the fact that you have met all of the requirements of the Federal Standards for a Merit System of Personnel Administration, and that your county human resources office will provide human resources services in compliance with these standards. Please send a copy of the resolution to Melisa Bryant in the Minnesota Merit System.

Staff from the Minnesota Merit System office will be contacting you to discuss the disposition of any outstanding employee transactions.

If you have any questions, please contact Melisa Bryant at 651-431-6962 or Melisa.Bryant@state.mn.us.

Thank you for your continued partnership.

Sincerely,

John M. Connolly, Ph.D., M.S.Ed.
Temporary Commissioner
State Medicaid Director

RESOLUTION NO. 26-35

RESOLUTION AUTHORIZING WITHDRAWAL FROM THE MINNESOTA MERIT SYSTEM AND CERTIFYING COMPLIANCE WITH FEDERAL MERIT SYSTEM STANDARDS

December 1st, 2026

WHEREAS, Minnesota Statutes, Section 256.012, subdivision 2(b), provides that a county may withdraw from the Minnesota Merit System upon certification by the Commissioner of Human Services that the county's personnel system meets federal requirements; and

WHEREAS, Houston County has established a comprehensive personnel administration system designed to comply with the Federal Standards for a Merit System of Personnel Administration, as established under 5 CFR Part 900; and

WHEREAS, the Minnesota Department of Human Services has conducted a review of Houston County's human resources policies and practices, including the following:

- Personnel policies and rules;
- Assessment and selection processes, including job analysis and development of selection and assessment tools;
- Classification plans and position descriptions;
- Compensation plans;
- Performance evaluation forms and plans; and
- Employee development and training plans; and

WHEREAS, on November 18, 2026, Minnesota Department of Human Services Temporary Commissioner John M. Connolly formally certified that Houston County's personnel system complies with the Federal Standards for a Merit System of Personnel Administration; and

WHEREAS, the final step in the withdrawal process requires the Houston County Board of Commissioners to adopt a formal written resolution attesting to compliance with federal merit system standards and affirming the County's commitment to continued compliance with those standards.

NOW, THEREFORE, BE IT RESOLVED, that the Houston County Board of Commissioners hereby attests that Houston County has met all requirements of the Federal Standards for a Merit System of Personnel Administration under 5 CFR Part 900 and authorizes Houston County's withdrawal from the Minnesota Merit System pursuant to Minnesota Statutes, Section 256.012, subdivision 2(b).

BE IT FURTHER RESOLVED, that the Houston County Human Resources Department shall assume responsibility for providing personnel administration and human resources services

previously administered through the Minnesota Merit System and shall provide such services in continued compliance with all applicable federal and state requirements.

BE IT FURTHER RESOLVED, that the County Coordinator/Human Resources Director is hereby authorized to coordinate with the Minnesota Merit System to complete the withdrawal process, address any outstanding employee transactions, and take all necessary administrative actions to facilitate the transition.

*****CERTIFICATION*****

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Brent Parker, Houston County Coordinator, within and for said county do hereby certify that he foregoing resolution is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated December 1st, 2026 as shown by the minutes of the meeting in my possession.

Signature: _____
Houston County Coordinator

State of Minnesota
Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Houston on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

1.1 Effective Date. This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2, whichever is later.

1.2 Expiration Date. This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

2.1 General Access. BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of Access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal Systems Access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Governmental Unit Policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system**,** and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at https://bcanextest.x.state.mn.us/launchpad/.

2.5 Governmental Unit Resources. To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data, available on the CJIS Launch Pad using the link above in section 2.4.

2.6 Access Granted.

A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.

2.7 Future Access. On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on Access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes Prior Agreements. This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to Update Information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction Record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. § 299C.46. Under the BCA's CJDN Fee Structure, the BCA will bill the Governmental Unit annually in the amount of Six Hundred and 00/100 Dollars ($600.00). The annual charge may be modified to reflect the appropriate charges required under the BCA's CJDN Fee Structure, including applicable fees for VPN access.

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Katie Meiers, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue
Saint Paul, MN 55106

Telephone: 651-793-2425
Email Address: Katie.Meiers@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his successor:

Name: Suzanne Bublitz, Interim County Attorney
Address: 306 S Marshall Street, Suite 2100
Caledonia, MN 55921
Telephone: 507-725-5802
Email Address: SBublitz@HoCoMN.gov

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Governmental Unit. The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

8.2 Court Records. If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

9.1 Investigation. The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.

9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and

the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will 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. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

ADMIN ID: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the County of Houston on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 299258, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions**. Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. "Authorized Court Data Services" means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to

the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.

b. **"Court Data Services"** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. "**Court Records**" means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. "**Court Case Information**" means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. "**Court Confidential Case Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. "**Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. "**Court Confidential Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. "**DCA**" shall mean the district courts of the state of Minnesota and their respective staff.

e. "**Policies & Notices**" means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. "**Rules of Public Access**" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. "**Court**" shall mean the State of Minnesota, State Court Administrator's Office.

h. **"Subscriber"** shall mean the Agency.

i. "**Subscriber Records**" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation**. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection**. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services**. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber’s receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to

maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO

WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all

previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

RESOLUTION NO. 26-36

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF HOUSTON ON BEHALF OF ITS PROSECUTING ATTORNEY

WHEREAS, the County of Houston on behalf of its County Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the County to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Houston, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Houston on behalf of its County Attorney and Sheriff are hereby approved.

2. That the County Attorney-, Suzanne Bublitz, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

3. That Greg Myhre-, the Chair of the County of Houston, and Brent Parker, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 1st day of December-, 2026.

COUNTY OF HOUSTON

_____

By: Greg Myhre
IBoard Chair

ATTEST:

_____

By: Brent Parker
County Board Clerk