



Jeffrey Babinski
County Administrator

HOUSTON COUNTY

304 South Marshall Street
Caledonia, MN 55921
TEL (507) 725-5827

Commissioners:
District 1
Jack Miller
District 2
Eric Johnson (Chair)
District 3
Robert Burns (Vice-Chair)
District 4
Teresa Walter
District 5
Greg Myhre

HOUSTON COUNTY BOARD OF COMMISSIONERS BOARD MEETING AGENDA

9:30, November 10, 2020, County Board Room, Historic Courthouse

*******The meeting will be accessible to public participants via our conference call line at 312-626-6799 and entering meeting ID: 92686601131 and password 715945. Public attendees are requested to mute their line until addressed.*******

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE PREVIOUS MINUTES

- October 27 - Board Meeting
- November 4 - Board Meeting

PUBLIC COMMENT

COVID-19 Update from Public Health

CONSENT AGENDA

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

- 1) Approve Claims, Human Service & License Center disbursements.
- 2) Approve 2021 Fingerprint Background Check Agreement with MDH. (Pugleasa)

APPOINTMENTS

9:40 Presentation by Steve Salle, SSC Executive Director and Bill Colopoulos, Health Benefits Consultant with Holms and Murphy – present SSC’s role in health benefits administration Q &A

ACTION ITEMS

- 1) Consider approving agreement with the City of Caledonia for installation of water main loop to support the Highway Building project. (Pogodzinski)

- 2) Consider approving Bid Package 13A Pre-Engineered Metal Building – supply only, package 31A Sitework, and Unit Prices 1-3. (Pogodzinski)
- 3) Consider approving Airport Farmland Lease agreement. (Pogodzinski)
- 4) Consider approving Resolution 20-54 Vacate Easement along CSAH 17. (Pogodzinski)
- 5) Consider approving Resolution 20-55 Final Acceptance of Contract CP-2020-06 Farner Asphalt Sealers, LLC. (Pogodzinski)
- 6) Consider approving Resolution 20-55 Final Acceptance of Contract CP-2020-09 Farner Asphalt Sealers, LLC. (Pogodzinski)
- 7) Consider accepting the Arlyn Falck 2020 grant for work at the County Airport. (Pogodzinski)
- 8) Consider approval of ‘Local Option Disaster Abatement and Credits’ request from Donald Kjos, Yucatan Township. (Cresswell)
- 9) Consider approval of property tax abatements for Michael Fort, Matt Kubly, Daniel Cuhel, and Robert Hafner. (Cresswell)
- 10) Consider approving the 2021 County Fee Schedule (updates and addition of chloride treatment fees). (Babinski)
- 11) Consider approving a change to the solid waste program fee charged to cities and townships. (Lacher)
- 12) Consider approving contract with Wieser Brothers for construction management of the Highway Building project. (Pogodzinski)

DISCUSSION ITEMS

- 1) Administrator Updates
 - a. Historic Courthouse Stairs Project Options
 - b. Public Hearing in conjunction with October 27 Board Meeting to review 2021 Fee Schedule, to include increase in Solid Waste Fees charged to Cities and Townships and addition of fee for Chloride treatment along County Highway gravel roads.
- 2) Commissioner Reports & Comments

CLOSING PUBLIC COMMENT

ADJOURN

Houston County Agenda Request Form

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

Date Submitted: 11/5/2020

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

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

Issue:

Agreement with DHS for Livescan child care background checks. This system is used to support our child care licensing operation. DHS compensates the County at a rate of \$3.25 for every completed fingerprint scan.

Attachments/Documentation for the Board's Review:

Copy of agreement

Justification:

Action Requested:

Review and approve agreement as presented

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

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

**INTERAGENCY AGREEMENT BETWEEN HOUSTON COUNTY AND
THE MINNESOTA DEPARTMENT OF HUMAN SERVICES
REGARDING THE OPERATION OF LIVESCAN SYSTEMS FOR CHILD CARE BACKGROUND CHECKS**

The Agreement sets forth the terms and conditions under which Houston County (COUNTY) will perform services to assist the Minnesota Department of Human Services (DHS) to fulfill its obligations under the federal Child Care and Development Block Grant Act of 2014 (Act).

Recitals

WHEREAS, the Act requires states to conduct criminal background checks for all child care staff members, including staff members who don't care directly for children but have unsupervised access to children. *See* Pub.L. 97-35, Title VI, § 658H, as added Pub.L. 113-186, § 7, 11/19/2014, 128 Stat. 1990; codified at 42 U.S.C.A. § 9858f and 45 C.F.R. § 98.43;

WHEREAS, COUNTY and DHS concur with the U.S. Department of Health and Human Services' Administration for Children and Families' policy that "[c]omprehensive background checks are a basic safeguard essential to protect the safety of children in child care and minimize children's risk of abuse and neglect";¹

WHEREAS, DHS has a contract (SWIFT number 82926) with a private vendor, Thales, Inc. (CONTRACTOR), to provide statewide public fingerprinting and photo processing services for human services background studies required by law;

WHEREAS, it is the intent of the parties that DHS will ensure that COUNTY receives payment from CONTRACTOR for each completed Livescan system transaction that COUNTY completes pursuant to the terms of this Agreement;

WHEREAS, under the terms of the contract between DHS and CONTRACTOR, DHS will lease from CONTRACTOR Livescan systems for placement in Social Service Agencies (SSA) Livescan Locations and use by county staff who will be trained to operate the systems; and

WHEREAS, the Livescan system lease agreement between DHS and CONTRACTOR requires CONTRACTOR to maintain each SSA Livescan system in proper operating order, and to train and provide support to county agency Livescan system operators; and

WHEREAS, COUNTY and DHS have authority to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivisions 1 (to jointly exercise common powers) and 10 (to provide services to each other).

NOW, THEREFORE, it is agreed:

1. Definitions

"COUNTY Livescan system operator" means any COUNTY employees trained and assigned to perform or assist in the processing of Livescan transactions work under this Agreement.

"Livescan system" means the laptop computer, scanner, and software configured to support fingerprint and photo submission transactions to the Repository.

"Repository" is the authority, either law enforcement or other, legally entitled to receive electronic fingerprint submissions from COUNTY by way of CONTRACTOR and DHS.

¹ See Information Memorandum CCDF-A CF-IM-2011-05 issued on September 20, 2011.

2. Duties.

2.1 DHS shall:

1.1.1 Lease from CONTRACTOR for placement in COUNTY, Livescan system(s);

1.1.2 Work with CONTRACTOR to:

- a. Coordinate with the COUNTY Livescan system delivery, installation, testing, and operator training;
- b. Provide timely and necessary maintenance and customer support to COUNTY;
- c. Require CONTRACTOR to compensate the COUNTY for each transaction pursuant to section 4 of this Agreement; and
- d. Provide the COUNTY with the following number of Livescan systems: 1

2.2 COUNTY shall:

2.2.1 Engage COUNTY Information Technology staff/services and senior county agency management to ensure that CONTRACTOR has access to infrastructure necessary to install and maintain the Livescan system(s) at a level sufficient to meet COUNTY demand for background checks, including but not limited to:

- a. High-speed internet access, and
- b. Sufficient internet ports required for incoming and outgoing communications with CONTRACTOR's controlling electronic system.

2.2.2 Ensure that a sufficient number of staff have been trained to serve as Livescan system operators (a minimum of two trained operators for each Livescan system placed in the county).

2.2.3 Ensure that COUNTY Livescan system operators comply with:

- a. Livescan system operating procedures and requirements in the *Minnesota DHS Applicant Processing Services™ Fingerprint Site User Guide*, ("User Guide"), the requirements of which are hereby incorporated by reference;
- b. NetStudy 2.0 ("NS2.0") system operating procedures and requirements;
- c. "Fingerprint and Photo Capture and Transmission Requirements" listed in clause 2.3; and
- d. All applicable state, local, and federal laws and regulations related to COUNTY performance under this Agreement, including privacy and security requirements imposed pursuant to clause 12.

- 2.2.4 If requested by DHS, provide the names of all employees assigned to perform work under this Agreement.
- 2.2.5 Upon request from the CONTRACTOR, complete and return to the CONTRACTOR the following documents and any other information required for remittance to COUNTY pursuant to clause 4.1.1:
 - a. New Vendor Set Up & Change Form, and
 - b. IRS Form W-9 form: Request for Taxpayer Identification Number and Certification.
- 2.2.6 Upon receiving notice from CONTRACTOR that DHS has requested that a Livescan system be removed from COUNTY, cooperate and coordinate with CONTRACTOR when contacted to arrange for the return of the Livescan system to the CONTRACTOR.
- 2.3 Ensure that COUNTY Livescan system operators adhere to the following fingerprint and photo capture and transmission requirements:
 - 2.3.1 Comply with the procedures and requirements in the User Guide and NS2.0 to verify the identity of each person who is the subject of the background check by requiring the background check subject to provide a DHS-approved form of identification for examination by the attending Livescan system operator;
 - 2.3.2 Refrain from completing a transaction if a background check subject's identity cannot be verified using one of the DHS-approved forms of identification. Positive ID for the applicant must be determined before moving forward. If positive ID cannot be established, the applicant transaction must not be completed;
 - 2.3.3 Require the background check subject to review his/her demographic information for correctness before proceeding with the collection of the applicant's fingerprints; and
 - 2.3.4 Obtain the background check subject's fingerprints only as directed in the User Guide. County Livescan system operators shall not allow study subjects to fingerprint themselves.
- 2.4 Maintain a fingerprint rejection rate of less than 2%. Rejection rates are available to COUNTY on CONTRACTOR's online site administration web page. DHS reserves the right to terminate this Agreement if COUNTY cannot maintain a fingerprint rejection rate of less than 2%, or if law enforcement deems COUNTY to be noncompliant.
- 2.5 Provide Livescan system services for individuals required by state or federal licensing or certification requirements to obtain a background study for Family Child Care.

- 2.6 Maintain the following hours of Livescan system operation:
Monday through Friday: COUNTY's regular business hours
Extended hours: Insert hours if applicable.

3. Limitations.

- 3.1. Use of Livescan system. Livescan equipment and Livescan software shall only be used in conjunction with the collection and submission of data to CONTRACTOR and shall not be used for any other purpose without DHS' express prior written permission.
- 3.2 Livescan system operators. The parties acknowledge and agree that the COUNTY and its employees, including employees who serve as Livescan system operators, shall not, for purposes of this Agreement, be deemed to be employees or agents of DHS or the CONTRACTOR and shall remain subject to applicable County personnel policies and administration.
- 3.3 DHS reserves the right to suspend or terminate this Agreement pursuant to clause 7.

4. Consideration and Terms of Payment.

- 4.1 Terms of Payment.
- 4.1.1 CONTRACTOR will remit to each COUNTY Livescan location three dollars and twenty-five cents (\$3.25) per each study subject that has a Livescan system transaction completed at the location.
- 4.1.2 Remittance required pursuant to clause 4.1.1 shall occur on a schedule and per a method determined by DHS and the CONTRACTOR. Once the schedule is determined, it will be made available to COUNTY upon request.
- 4.2 Conditions of Payment. All services provided by the COUNTY shall be performed to the satisfaction of DHS, as determined at the sole discretion of its authorized representative.

5. Use of Works and Documents.

- 5.1 Pursuant to the terms of a separate contract between DHS and CONTRACTOR, CONTRACTOR shall own any Works or Documents developed by CONTRACTOR. DHS shall own (a) the reports created pursuant to that contract, and (b) any data or information, including personally identifiable and other information, gathered by CONTRACTOR in the course of providing its services under this contract.
- 5.2 CONTRACTOR has granted to DHS the right to grant to COUNTY a non-exclusive, non-transferable license (without the right to sublicense) to use Livescan software as provided in Attachment A - Livescan System Software License.

6. Term of Agreement.

6.1 Effective date. This Agreement shall be effective on October 21, 2020, or upon the date that the final required signature is obtained, pursuant to Minn. Stat. § 16C.05, subd. 2, whichever occurs later.

6.2 Expiration date. Subject to clause 7, this Agreement shall expire March 31, 2021.

7. **Cancellation.** This agreement may be canceled by either party at any time with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, COUNTY shall be entitled to compensation, determined on a pro rata basis, for work or services satisfactorily performed.

8. **Authorized Representatives.** The parties' respective Authorized Representatives for the purposes of administration of this Contract are the persons listed below, or his or her successor or appointee:

Houston County:
Add County Contact information below.

Minnesota Department of Human Services:
Dawn Davis
Deputy Inspector General/Division Director
Background Studies Division
Office of the Inspector General
Minnesota Department of Human Services
P.O. Box 64172, St. Paul, Minnesota 55164-0172
Dawn.Davis@state.mn.us Ph: 651-431-2113

Each representative shall have final authority for acceptance of services of the other party and shall have the responsibility to ensure that all payments due to the other party are made pursuant to the terms of this agreement.

9. **Assignment.** Neither party shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

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

11. **Liability.** The parties agree that 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 the other and the results thereof. The parties' liability shall be governed applicable law which, in the case of DHS, includes the provisions of the Minnesota Tort Claims Act, Minn. Stat. § 3.736.

12. Information Privacy and Security. The parties acknowledge and agree that, in addition to the privacy and security procedures and requirements in the User Guide and associated with NS2.0, the parties shall be bound by the requirements of the Information Privacy and Security Agreement that the parties previously entered or any successor agreement thereto.

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

APPROVED:

1. Houston County

2. Minnesota Department of Human Services

By: _____
With delegated authority

By: _____
With delegated authority

Title: _____

Title: _____

Date: _____

Date: _____

Distribution of Executed Agreement:
Houston County
DHS Office of Inspector General, Background Studies Division
DHS (Contracting, Procurement & Legal Compliance, Contracts Unit - #0238)

Attachment A - Livescan System Software License

(a) Subject to COUNTY's compliance with the terms and conditions of this Agreement, DHS hereby grants to COUNTY a non-exclusive, non-transferable license (without the right to sublicense): to use the Livescan Software solely at the installation site and on the equipment on which the Livescan Software is first installed (or, on a temporary basis, on a backup system at the installation location if such equipment is inoperative), consistent with the limitations specified or referenced in this Agreement and in the User Guide; to use the User Guide in support of COUNTY's authorized use of the Livescan Software; and to make one copy of the Livescan Software solely for archival or backup purposes, provided that all titles and trademark, copyright and restricted rights notices are reproduced on all such copies.

(b) COUNTY will not copy or use the Livescan Software or the User Guide except as expressly permitted by this Agreement. COUNTY will not modify the Livescan Software, except to the extent expressly approved in advance by DHS in writing. COUNTY may not sublicense, sell, lend, give, transfer, assign, rent or lease the Livescan Software or use the Livescan Software for third-party training, commercial time-sharing or service bureau use. COUNTY will not, and will not permit any third party to, reverse engineer, disassemble or decompile any Livescan Software, except to the extent expressly permitted by applicable law, and then only after (i) COUNTY has notified DHS in writing of its intended activities and the information sought and (ii) DHS fails to provide COUNTY with such information within a reasonable period of time following such notice. COUNTY will not remove, obscure, or alter any notice of patent, copyright, restricted rights, trade secret, trademark, or other proprietary or third-party right related to the Livescan Software.

(c) COUNTY hereby acknowledges and agrees that all Livescan Software is licensed and not sold to COUNTY.

**HOUSTON COUNTY
AGENDA REQUEST FORM
November 10, 2020**

Date Submitted: 11.05.2020

By: Tess Kruger, HRD/Facilities Mgr.

APPOINTMENT REQUEST

- **Steve Sallee, SSC Executive Director and Bill Colopoulos, Health Benefits Consultant with Holmes and Murphy (present SSC's role in health benefits administration Q & A)**
- **Facilities update – grant status and steps, see attached**

HR CONSENT AGENDA REQUEST

NONE

<u>Reviewed by:</u>	<input checked="" type="checkbox"/> County Administrator	<input type="checkbox"/> County Attorney	<input type="checkbox"/> County Engineer	<input type="checkbox"/> Zoning Administrator
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> Other (indicate dept)	<input type="checkbox"/> County Environment Services	
<u>Recommendation:</u>				
<u>Decision:</u>				

COOPERATIVE AGREEMENT

It is hereby agreed to on this 9th day of November, 2020 by and between the County of Houston, Minnesota (County) and the City of Caledonia, Minnesota, (City) that the respective parties to this agreement shall have the responsibilities as herein described with respect to the Houston County Highway Facility reconstruction project, located at 1124 E. Washington St., in the limits of Caledonia, Minnesota, also referred to as Houston County Highway Facility Project.

Section 1. The project is to be considered a County project, under County contract and control. The County shall have the following specific responsibilities with respect to the project:

1. Unless otherwise noted, draft all plans and specifications relating to the water main.
2. Unless otherwise noted, obtain all permits and approvals required from other government agencies.
3. Unless otherwise noted, perform all contract administration, including change order negotiations, enforcing contractor compliance, and handling public concerns.
4. Advertise for bids, hold letting and contract for completion.
5. Grant a 20' utility easement to the City for water main
6. Pay for the following:
 - A. unless otherwise noted, 66.7-percent of all costs associated with 6" SDR900 water main connecting E. South Street to E. Washington Street.
 - B. 100-percent of costs associated with right-of-way and easements.

Section 2. The City shall have the following responsibilities with respect to the project within the corporate City limits:

1. Review and approval of all plans and specifications.
2. Pay for the following:
 - A. 33.3-percent of all costs associated with 6" SDR900 water main connecting E. South Street to E. Washington Street. (NOTE: after project completion, the City shall assume ownership and maintenance of all water main.)
 - B. 100-percent of future damages within the easement area incurred during subsurface excavations of utility maintenance.

Section 3. Houston County will pay the Contractor directly for all work completed on the project and the City shall pay their portion to the County as invoiced and based on the Contract costs.

Section 4. The preliminary layout and cost estimate herein become part of this agreement.

Authorized Signatures:

City of Caledonia, Minnesota

County of Houston, Minnesota

Mayor, City of Caledonia

Houston County Board Chairperson

Caledonia City Administrator

Houston County Administrator

Date

Date

Approved:

Approved:

City of Caledonia Attorney

Houston County Attorney



PRELIMINARY ENGINEER'S ESTIMATE
PROPOSED WATERMAIN LOOPING
 ALTERNATIVE NO. 2B
 CITY OF CALEDONIA, MN

Updated: 11/5/2020
















ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
STREET AND SITE					
1	MOBILIZATION	1	LUMP SUM	\$ 4,900.00	\$ 4,900.00
2	TRAFFIC CONTROL	1	LUMP SUM	\$ 1,500.00	\$ 1,500.00
3	SAWING BITUMINOUS PAVMENT (FULL DEPTH)	85	LIN FT	\$ 5.00	\$ 425.00
4	REMOVE BITUMINOUS PAVEMENT	90	SQ YD	\$ 10.00	\$ 900.00
5	REMOVE CURB & GUTTER	40	LIN FT	\$ 5.00	\$ 200.00
6	GEOTEXTILE FABRIC, TYPE V	90	SQ YD	\$ 2.00	\$ 180.00
7	AGGREGATE SURFACING, CLASS 2 (4")	100	CU YD	\$ 34.00	\$ 3,400.00
8	SELECT GRANULAR BORROW (12")	30	CU YD	\$ 19.00	\$ 570.00
9	AGGREGATE BASE, CLASS 5 (8")	20	CU YD	\$ 28.00	\$ 560.00
10	BITUMINOUS NON WEAR COURSE (2")	90	SQ YD	\$ 20.00	\$ 1,800.00
11	BITUMINOUS WEAR COURSE (2")	90	SQ YD	\$ 20.00	\$ 1,800.00
12	CONCRETE CURB & GUTTER DES B618	40	LIN FT	\$ 40.00	\$ 1,600.00
13	TURF ESTABLISHMENT	700	SQ YD	\$ 3.00	\$ 2,100.00
14	EROSION & SEDIMENT CONTROL	1	LUMP SUM	\$ 2,500.00	\$ 2,500.00
				SUBTOTAL:	\$ 22,435.00
WATERMAIN					
15	CONNECT TO EXISTING WATERMAIN	4	EACH	\$ 1,300.00	\$ 5,200.00
16	6" GATE VALVE & BOX	3	EACH	\$ 1,500.00	\$ 4,500.00
17	HYDRANT	1	EACH	\$ 4,250.00	\$ 4,250.00
18	6" WATERMAIN	1,125	LIN FT	\$ 52.00	\$ 58,500.00
19	WATERMAIN FITTINGS	335	POUND	\$ 10.00	\$ 3,350.00
20	WATERMAIN TRACER WIRE SYSTEM	1	LUMP SUM	\$ 2,000.00	\$ 2,000.00
				SUBTOTAL:	\$ 77,800.00
STORM SEWER					
21	REMOVE STORM PIPE, 18" RC PIPE	16	LIN FT	\$ 12.00	\$ 192.00
22	CONNECT TO EXISTING STORM	2	EACH	\$ 1,000.00	\$ 2,000.00
23	18" RC PIPE SEWER	16	LIN FT	\$ 75.00	\$ 1,200.00
				SUBTOTAL:	\$ 3,392.00

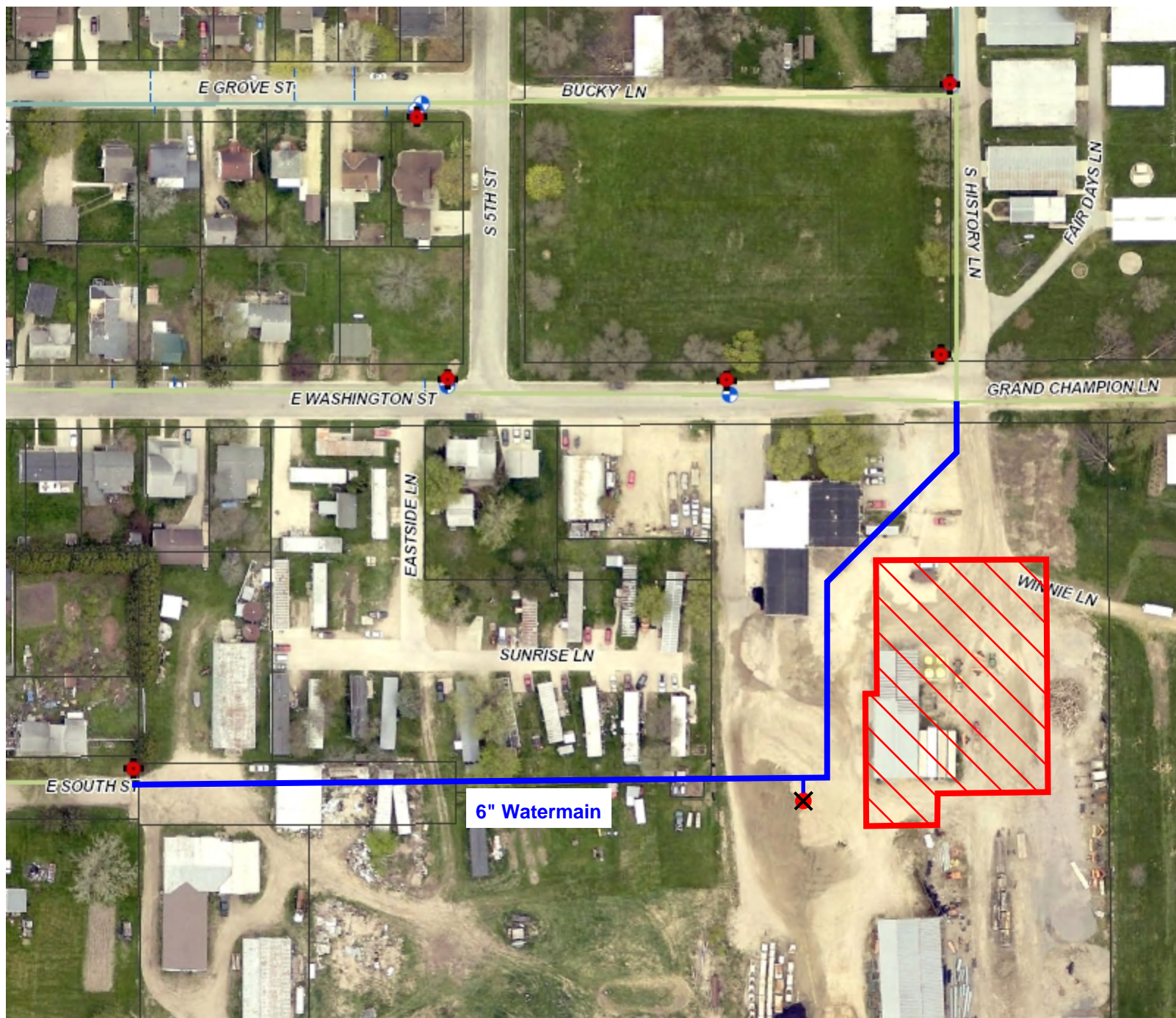
ALTERNATIVE NO. 2B CONSTRUCTION SUBTOTAL:	\$103,627.00
CONSTRUCTION CONTINGENCIES (10%):	\$10,400.00
ALTERNATIVE NO. 2B CONSTRUCTION COST:	\$114,027.00
ESTIMATED ENGINEERING, ADMIN & LEGAL (25%):	\$28,600.00
ESTIMATED ALTERNATIVE NO. 2B PROJECT TOTAL:	\$142,627.00

NOTES:

- (1) Costs indicated above are based on typical costs for the area in 2020 dollars.
- (2) A utility easement or easements may be necessary for watermain routing.
- (3) The routing shown on the attached map is for reference only and not intended to be prescribed as the final route.
- (4) This estimate assumes some of the overlapping turf resotation costs will be shared with Houston County during the the construction of their project.

Legend

-  Water Hydrant
-  Water Valve
- Water Pipe (By Diameter)
 -  Unknown
 -  2"
 -  4"
 -  6"
 -  8"
 -  12"
 -  16"
 -  20"
- Water Pipe
 -  Hydrant Lead
 -  Main
 -  Water Service Pipe
-  City Limits
-  Parcels 4/1/2020



6" Watermain

Watermain Loop



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Caledonia is not responsible for any inaccuracies herein contained.

0 132 Feet

Houston County Agenda Request Form

Date Submitted: October 23, 2020

BOARD DATE: November 10, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To approve the Airport Land Lease with Jamie Burg. The County received one bid for the land rent.

Attachments/Documentation for the Board's Review:

Copy of Lease is attached.

Justification:

Action Requested:

To have the board approved the lease agreement and signature of the County Board Chair.

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

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



**HOUSTON COUNTY
DEPARTMENT OF TRANSPORTATION**

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

Brian K. Pogodzinski, Houston County Engineer

TO: Houston County Board of Commissioners

FROM: Brian K. Pogodzinski, County Engineer

RE: **Vacate unneeded Right of Way along County State Aid Highway 17**

Date: October 27, 2020

Summary

On September 23, 2020, TJB Farms LLC requested that the County Board authorize the vacation of a portion of Right of Way along CSAH 17 in Winnebago Township that is no longer needed due to project SAP 28-617-04.

Background

A portion of CSAH 17, near and east of Engen Rd, was realigned in 1976. One of the results of this realignment is that a portion of the old CSAH 17 Right of Way is no longer needed for highway purposes. This portion of the old Right of Way can be vacated and turned back to the adjacent property owners, per the turnback areas indicated on Exhibit A.

Alternatives

- Vacate the portion of the old Right of Way for CSAH 17 that is no longer required
- Vacate a smaller portion of unneeded Right of Way
- Take no action and keep Right of Way as currently configured

Recommendation

It is recommended that the County Board approve the attached resolution and authorize the vacation of the unneeded portion of the CSAH 17 Right of Way.

Respectfully,

Brian K. Pogodzinski
Houston County Engineer

cc: Donna Trehus, Houston County Auditor-Treasurer
Eric Schmitt, Houston County Surveyor
Jeff Babinski, Houston County Administrator

RESOLUTION NO. 20-54

**VACATE COUNTY EASEMENT ALONG CSAH17
IN VICINITY OF ENGEN ROAD**

November 10, 2020

WHEREAS, CSAH 17 was relocated and altered and opened for travel, and;

WHEREAS, CSAH 17 as relocated and altered took the place and serves the same purpose as the portion of old CSAH 17 as referenced in Project SAP 28-617-04 construction plan set, Sheet 5 of 34, between stations 74+113 and 90+00, and;

WHEREAS, the County Board may, according to Minn. Stat. 163.11, when a newly established, relocated, or altered County Highway is opened for travel which takes place of and serves the same purpose as any portion of another Country Highway, the County Board may vacate any such portion of highway by resolution, and;

WHEREAS, the vacation shall be subject to utility easements, if any, and;

WHEREAS, on November 10, 2020, the Houston County Board, by majority vote, voted that pursuant to Minn. Stat. 163.11 it resolved to vacate the portion of old CSAH17 as referenced in Project SAP 28-617-04 construction plan set, Sheet 5 of 34, between stations 74+113 and 90+00, and;

NOW THEREFORE BE IT RESOLVED,

1. That the portion of former County Road 17 Easement as existing North and East of the Northeasterly Right-of-Way Line of present County State Aid Highway 17 Right-of-Way, in the East ½ of Section 23, T101N, R6W, Winnebago Township, Houston County, Minnesota more particularly described as follows: Beginning on the Northeasterly Right-of-Way Line of CSAH 17, near the Northeast Corner of the Northwest Quarter of the Southeast Quarter of said Section, Thence Easterly and Southeasterly to said Northeasterly Right-of-Way Line and there terminating. EXCLUDING Engen Road Right-of-Way. The said side lines are extended and shortened to match existing Right of Way lines, indicated as area of turnback on Exhibit A, shall be vacated pursuant to Minn. Stat. 163.11;
2. That the Houston County Board directs that this resolution shall be served personally on each occupant of land through which the vacated portion of highway passes;
3. That this vacation shall not affect existing Easements therein except for any County Highway Easements which are hereby being vacated, nor shall it affect the authority of any persons, corporation, or municipality owning or controlling ingress/egress, electric poles or lines, telephone, gas, and sewer lines, or water pipes, mains, and hydrants,

thereon or thereunder to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace, remove, or otherwise attend thereto;

4. That the Houston County Board directs that this resolution shall be posted for a period of at least ten (10) days in the Office of the Houston County Auditor-Treasurer;
5. That the Houston County Board directs that a copy of this resolution together with proof of service and affidavit of posting shall be filed in the Office of the Houston County Auditor.

CERTIFICATION*

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Jeff Babinski, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated November 10, 2020.

WITNESS my hand and the seal of my office this 10th day of November 2020.

Jeff Babinski, County Administrator

163.11 MS 1957 [Renumbered 441.265]

163.11 POWERS RELATING TO HIGHWAYS.

Subdivision 1. **Resolution.** County highways may be established, altered, vacated, or revoked by resolution of the county board. Any public highway within the county, other than a trunk highway, municipal state-aid street, or county state-aid highway, may be taken over as a county highway by resolution of the county board.

Subd. 2. **Contents of resolution.** The resolution shall contain a description of the highway. In the case of a newly established highway or the alteration of a highway, the resolution shall also contain a description of the several tracts of land through which the highway passes, the names of all persons known by the board to be the owners and occupants of each tract, and a description of the right-of-way, if any, needed therefor from each tract and the interest or estate therein to be acquired.

Subd. 3. **Acquiring necessary property.** All lands or properties needed for the establishment, location, relocation, construction, reconstruction, improvement, and maintenance of a county highway may be acquired by purchase, gift, or eminent domain proceedings as provided in chapter 117 and acts supplemental thereto, or as in section 163.12, subdivisions 1 to 10.

Subd. 4. **Vacation.** When a newly established, relocated, or altered county highway is opened for travel which takes the place of and serves the same purpose as any portion of another county highway, the county board may vacate any such portion of the other highway by resolution. The board shall cause personal service of the resolution to be made upon each occupant of land through which the vacated portions passed and shall also post notice of the resolution for at least ten days. A copy of the resolution together with proof of service and affidavit of posting shall be filed in the county auditor's office. Within 30 days after the service, any person claiming to be damaged by the vacation may appeal to the district court of the county for a determination of damages by serving notice of the appeal upon the county board and filing same with proof of service in the office of the court administrator of the district court. The appeal shall state the nature and the amount of damages claimed. It shall be tried in the same manner as an appeal from an award in eminent domain proceedings.

Subd. 4a. **Designation as county cartway.** A county board that has vacated a county highway under subdivision 4 may designate, as part of the vacating resolution, the former county highway as a county cartway. A highway designated as a county cartway is a county highway for purposes of this chapter, but the county board may not expend money from its road and bridge fund on the maintenance or improvement of a county cartway unless the county board determines that the expenditure is in the public interest. With the exception of the process provided in subdivision 5a, a county highway right-of-way that has been vacated, extinguished, or otherwise removed from the county highway system may not revert to a town.

Subd. 5. **Revocation and reversion; vacation by city or town.** The county board, by resolution, may revoke any county highway. The highway shall thereupon revert to the town in which it is located; provided that any such revoked highway or portion thereof lying within the corporate limits of any city shall become a street of such city. Roads or streets or any portion thereof so revoked and turned over to the town or city may be vacated by the town or city in the same manner as other town roads or city streets are vacated. If the vacation occurs within one year after the revocation by the county, damages occasioned by the vacation shall be paid by the county out of its road and bridge fund. No award of damages shall be made by the town or city for such vacation without the concurrence of the county board, and no action brought to recover damages for the vacation shall be settled or otherwise disposed of without the consent of the county board.

The county board may defend any action brought to recover damages for the vacation in the same manner and to the same extent as in a proceeding to vacate a county highway.

Subd. 5a. Hearing on reversion to town. Before adopting a resolution revoking a county highway that would revert in whole or in part to a town, the county board shall fix a date, time and place of hearing in the town where the highway is located to consider the revocation. Not less than 30 days before the hearing, the county board shall serve notice of the hearing by certified mail on each member of the town board of supervisors. At the hearing the town board and all interested persons shall be entitled to be heard and express their views on the proposed reversion of the highway to the town. After the hearing the county board may adopt a resolution revoking the highway. The resolution revoking the highway shall not be effective until the following conditions are met:

(1) the county has completed repairs or improvements on the highway that are necessary to meet the county standards for a comparable road in the county in which the town is located; and

(2) the county has properly recorded with the county recorder all county interest in real estate used for the highway.

Subd. 5b. Revoked highway; maintenance. A county highway that is revoked by a county board to a town under this section shall be maintained by the county for a period of two years from the date of revocation.

Subd. 6. Prior acts confirmed. Any prior action taken by any county board revoking any county highway and turning over such highway to any township as a town road is hereby recognized and confirmed.

Subd. 7. Extinguishing interest in abandoned highway. (a) The county board may by resolution and without other action pursuant to this section or other law disclaim and extinguish a county interest in a county highway if:

(1) the interest is not a fee interest;

(2) the interest was established more than 40 years earlier;

(3) the interest is not recorded with the county recorder;

(4) no highway improvement has been constructed on a right-of-way affected by the interest; and

(5) no highway maintenance on a right-of-way affected by the interest has occurred within the last 40 years.

(b) The resolution shall be filed and recorded with the county auditor and recorder, and with the local governing body of any organized township or municipality.

Subd. 8. Extinguishing interest in highway abutting public water; notice. Not less than 30 days before the hearing on any resolution to vacate, disclaim, or extinguish a county highway or an interest in a county highway that terminates at or abuts upon any public water, the county board shall serve notice of the hearing by certified mail on the commissioner of natural resources. The notice under this subdivision is for notification purposes only and does not create a right of intervention by the commissioner of natural resources.

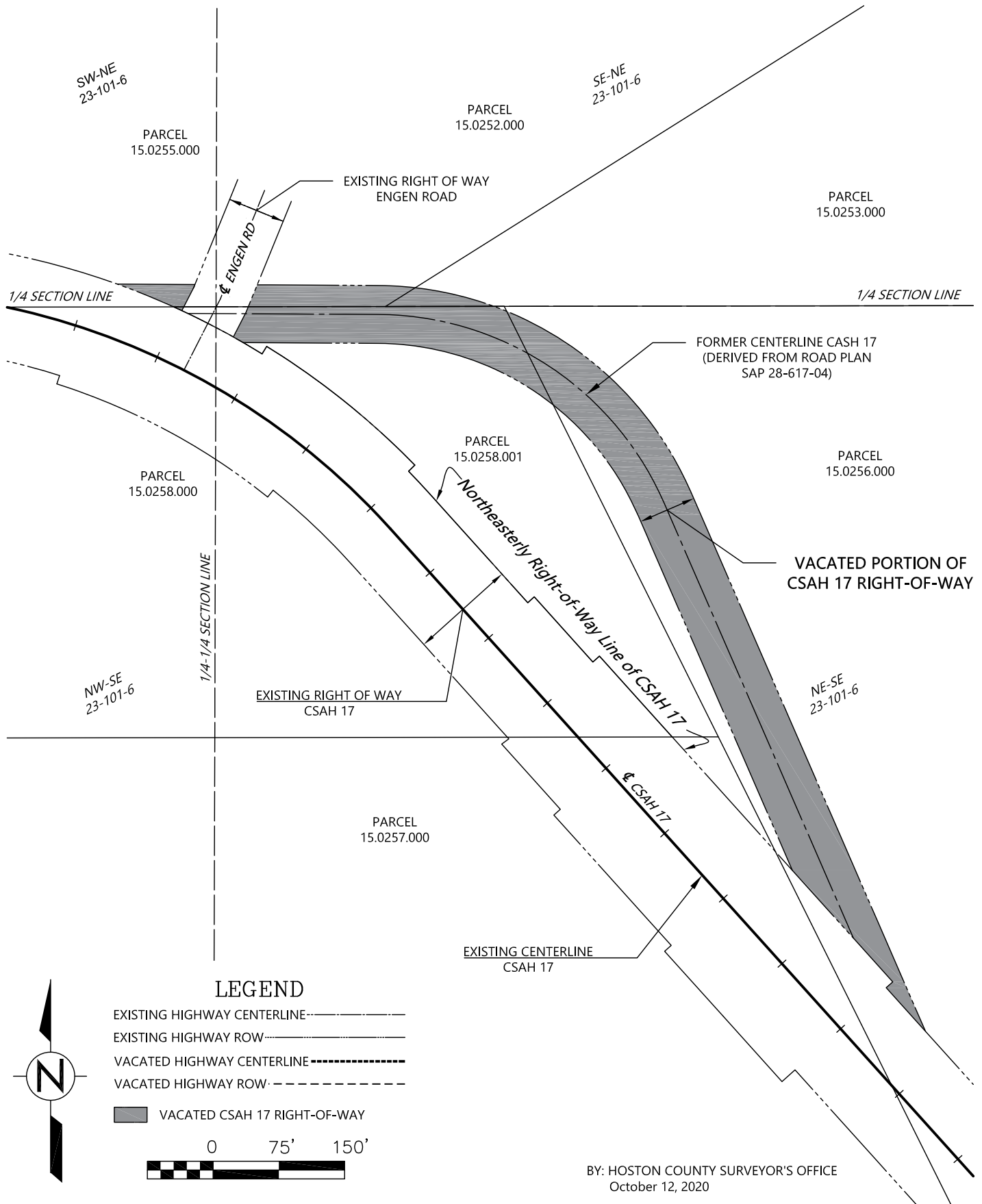
Subd. 9. Transfer of jurisdiction over county highway. Notwithstanding subdivision 5, the county board may transfer jurisdiction and ownership of a county highway to another road authority, an agency of the United States, an agency of the state, or to an Indian tribe upon agreement between the county and the

authority, agency, or tribe to which the transfer is being made. Subdivision 5a provides the exclusive method of county highway reversion to towns.

History: *1959 c 500 art 4 s 11; 1973 c 123 art 5 s 7; 1978 c 460 s 1; 1978 c 674 s 60; 1980 c 402 s 1; 1983 c 125 s 1; 1985 c 169 s 3,4; 1986 c 444; 1Sp1986 c 3 art 1 s 82; 1989 c 183 s 2; 1994 c 436 s 1; 1Sp2003 c 19 art 2 s 16,17*

SKETCH OF VACATED CSAH 17 RIGHT-OF-WAY

Located in the East 1/2 of Section 23, T101N, R6W, Houston County





**HOUSTON COUNTY
DEPARTMENT OF TRANSPORTATION**

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

Brian K. Pogodzinski, Houston County Engineer

Date: **November 10, 2020**

TO: **XXX**

Notice to Vacate / Abandon unneeded Right of Way

To Whom It May Concern:

In accordance with Minn. Statutes 163.11, when a newly established, relocated, or altered County Highway is opened for travel which takes the place of and serves the same purpose as any portion of another county highway, the county board may vacate any such portion of the other highway by resolution.

In 1976, a portion of Houston County State Aid Highway 17 was realigned and the remainder of the old roadway section was obliterated, but the County right-of-way was retained.

At the _____ Houston County Board of Commissioners meeting, a resolution was passed vacating a portion of the County State Aid Highway 17 right-of-way that was obliterated in 1976. A copy of the resolution and sketch of vacated road is enclosed.

A copy of the resolution together with proof of service and affidavit of posting will be on file in the county auditor-treasurer's office. Within 30 days after the service, any person claiming to be damaged by the vacation may appeal to the district court of the county for a determination of damages by serving notice of the appeal upon the county board and filing same with proof of service in the office of the court administrator of the district county. The appeal shall state the nature and amount of damages claimed.

Respectfully,

Brian K. Pogodzinski
Houston County Engineer

cc: Donna Trehus, Houston County Auditor-Treasurer
Eric Schmitt, Houston County Surveyor
Jeff Babinski, Houston County Administrator

Houston County Agenda Request Form

Date Submitted: November 2, 2020

BOARD DATE: November 10, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To accept the Final for Project CP 2020-06 with Fahrner Asphalt Sealers for Sealcoating on CSAH 24.

Attachments/Documentation for the Board's Review:

Final Contract Voucher (5 need to be signed)
(1-County Claim, 1 Contractor, 1-Auditor's office, and 2-Highway Dept)

Justification:

Action Requested:

Resolution for Final Acceptance needed for contract.

Language for Minutes:

Commissioner _____ moved, Commissioner _____ seconded, unanimously carried to approve Resolution 20-_____ Final Acceptance of Contract CP 2020-06 – Fahrner Asphalt Sealers, LLC, Contract 303 is completed at a total cost of \$14,249.67

WHEREAS, CP 2020-06 has in all things been completed, and the County Board being fully advised in the premises; and

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners accepts said completed project for and on behalf of the Houston County DOT and authorize final payment as specified herein.

For County Use Only

Reviewed by:

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

Recommendation:

Decision:

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

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.
 Caledonia, MN 55921
 Project CP 2020-06 - CP 2020-06 Seal Coat CSAH 24
 Final Payment No. 2

Contractor: Fahrner Asphalt Sealers, LLC - Eau Claire
 6615 US Hwy 12 W
 Eau Claire, WI 54703

Contract No. 303
 Vendor No. 5820
 For Period: 8/25/2020 - 9/29/2020
 Warrant # _____ Date _____

Contract Amounts	
Original Contract	\$269,548.53
Contract Changes	\$1,300.00
Revised Contract	\$270,848.53
Work Certified To Date	
Base Bid Items	\$258,993.42
Backsheet	\$1,300.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$260,293.42

Funds Encumbered	
Original	\$269,548.53
Additional	N/A
Total	\$269,548.53

CP 2020-06	Work Certified This Payment	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date
	\$1,300.00	\$260,293.42	\$0.00	\$246,043.75	\$14,249.67	\$260,293.42
			Percent Retained: 0.0000%			
					Amount Paid This Final Payment	\$14,249.67

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By _____
 County/City/Project Engineer
 Date 11/2/2020

Approved By Fahrner Asphalt Sealers, LLC - Eau Claire
 Contractor _____
 Date 10/23/2020

Houston County Agenda Request Form

Date Submitted: November 2, 2020

BOARD DATE: November 10, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To accept the Final for Project CP 2020-06 with Fahrner Asphalt Sealers for Sealcoating on CSAH 24.

Attachments/Documentation for the Board's Review:

Final Contract Voucher (5 need to be signed)
(1-County Claim, 1 Contractor, 1-Auditor's office, and 2-Highway Dept)

Justification:

Action Requested:

Resolution for Final Acceptance needed for contract.

Language for Minutes:

Commissioner _____ moved, Commissioner _____ seconded, unanimously carried to approve Resolution 20-_____ Final Acceptance of Contract CP 2020-06 – Fahrner Asphalt Sealers, LLC, Contract 303 is completed at a total cost of \$14,249.67

WHEREAS, CP 2020-06 has in all things been completed, and the County Board being fully advised in the premises; and

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners accepts said completed project for and on behalf of the Houston County DOT and authorize final payment as specified herein.

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

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

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.
Caledonia, MN 55921
Project CP 2020-06 - CP 2020-06 Seal Coat CSAH 24
Final Payment No. 2



Contractor: Fahrner Asphalt Sealers, LLC - Eau Claire
6615 US Hwy 12 W
Eau Claire, WI 54703

Contract No. 303
Vendor No. 5820
For Period: 8/25/2020 - 9/29/2020
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$269,548.53
Contract Changes	\$1,300.00
Revised Contract	\$270,848.53

Funds Encumbered

Original	\$269,548.53
Additional	N/A
Total	\$269,548.53

Work Certified To Date

Base Bid Items	\$258,993.42
Backsheet	\$1,300.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$260,293.42

	Work Certified This Payment	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date
CP 2020-06	\$1,300.00	\$260,293.42	\$0.00	\$246,043.75	\$14,249.67	\$260,293.42
Percent Retained: 0.0000%						
Amount Paid This Final Payment					\$14,249.67	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

County/City/Project Engineer

11/2/2020
Date

Approved By Fahrner Asphalt Sealers, LLC - Eau Claire

Contractor

10/23/2020
Date

Houston County DOT
Certificate of Final Contract Acceptance
Final Voucher No.: 2

Low S.P. No.: CP 2020-06

Contract No.: 303

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of Minnesota as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 11/2/2020 Signature [Signature] County/City/Project _____
Engineer _____

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$260,293.42 and agrees to the amount of \$14,249.67 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor Fahrner Asphalt Sealers, LLC - Eau Claire By [Signature]

And _____ And _____

Wisconsin
State of ~~Minnesota~~, Houston County DOT

On This 23 Day October, 2020, Before me appeared Kevin Kruckow To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as free to act and deed

Kevin Kruckow (Corporate Acknowledgment) And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the Vice President and _____ of the

**NO SEAL
ADOPTED**

Fahrner Asphalt Sealers Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

Officer and said Kevin Kruckow and

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial Seal My Commission as Notary Public in Eau Claire County

Expires 10/11/2024 Signature [Signature]

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with the terms of the Contract is as shown in this Final Voucher. This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. CP 2020-06

Final Payment No. 2

**Houston County DOT
Certificate of Final Acceptance
County Board Acknowledgment**

Contract Number: 303
Contractor: 5820 - Fahrner Asphalt Sealers, LLC - Eau Claire
Date Certified: 9/29/2020
Payment Number: 2

Whereas; Contract No. 303 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the Houston County DOT and authorize final payment as specified herein.

Houston County DOT
State of Minnesota

I, _____, County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At _____, Minnesota

Signed By _____
County _____

(SEAL)

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. CP 2020-06

Final Payment No. 2

CP 2020-06 Payment Summary

No.	From Date	To Date	Work Certified Per Payment	Amount Retained Per Payment	Amount Paid Per Payment
1	04/13/2020	08/24/2020	\$258,993.42	\$12,949.67	\$246,043.75
2	08/25/2020	09/29/2020	\$1,300.00	(\$12,949.67)	\$14,249.67
Totals:			\$260,293.42	\$0.00	\$260,293.42

CP 2020-06 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date
000	260,293.42	0.00	246,043.75	14,249.67	260,293.42
Totals:	\$260,293.42	\$0.00	\$246,043.75	\$14,249.67	\$260,293.42

CP 2020-06 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Payment	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
040	Regular CSAH - Maintenance	14,249.67	270,848.53	269,548.53	260,293.42
Totals:		\$14,249.67	\$270,848.53	\$269,548.53	\$260,293.42

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. CP 2020-06

Final Payment No. 2

CP 2020-06 Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
CP 2020-06 Seal Coat CSAH 24									
1	2112.519	SUBGRADE PREPARATION	RDST	\$245.00	183	0	\$0.00	183	\$44,835.00
2	2331.606	BITUMINOUS EMULSION	GAL	\$2.49	51213	0	\$0.00	46974	\$116,965.26
3	2356.604	BITUMINOUS OTTA SEAL	S Y	\$0.83	105052	0	\$0.00	105052	\$87,193.16
4	2563.601	TRAFFIC CONTROL	LS	\$10,000.00	1	0	\$0.00	1	\$10,000.00
Totals For Section CP 2020-06 Seal Coat CSAH 24:							\$0.00		\$258,993.42
Backsheet 1 - Final Sweeping									
5	9007	EXTRA WORK	LUMP SUM	\$1,300.00	1	1	\$1,300.00	1	\$1,300.00
Totals For Backsheet 1 - Final Sweeping:							\$1,300.00		\$1,300.00
Project Totals:							\$1,300.00		\$260,293.42

CP 2020-06 Contract Changes					
No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
BK1	Backsheet	9/29/2020	The Contractor came back to complete the final sweeping after the last lift of seal coat was placed. The final sweeping was not a part of the original contract. Both the contractor and Houston County agreed upon \$1,300 to complete the final sweeping.	\$1,300.00	\$1,300.00
Contract Change Totals:				\$1,300.00	\$1,300.00



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-255-812-384
Submitted Date and Time: 21-Oct-2020 12:29:18 PM
Legal Name: FAHRNER ASPHALT SEALERS LLC
Federal Employer ID: 11-3804531
User Who Submitted: 8753003
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1443028992
Minnesota ID: 8753003
Project Owner: HOUSTON COUNTY
Project Number: 2020-06
Project Begin Date: 28-Jul-2020
Project End Date: 07-Aug-2020
Project Location: CSAH 24
Project Amount: \$260,293.42

Subcontractor Summary

Name	ID	Affidavit Number
MATHY CONSTRUCTION	8749839	1356652544

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

Houston County Agenda Request Form

Date Submitted: November 2, 2020

BOARD DATE: November 10, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To accept the Final for Project CP 2020-09 with Fahrner Asphalt Sealers for Crackfilling on CSAH 26 and the Airport.

Attachments/Documentation for the Board's Review:

Final Contract Voucher (5 need to be signed)

(1-County Claim, 1 Contractor, 1-Auditor's office, and 2-Highway Dept)

Justification:

Action Requested:

Resolution for Final Acceptance needed for contract.

Language for Minutes:

Commissioner _____ moved, Commissioner _____ seconded, unanimously carried to approve Resolution 20-_____ Final Acceptance of Contract CP 2020-09 – Fahrner Asphalt Sealers, LLC, Contract 311 is completed at a total cost of \$20,408.16

WHEREAS, CP 2020-09 has in all things been completed, and the County Board being fully advised in the premises; and

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners accepts said completed project for and on behalf of the Houston County DOT and authorize final payment as specified herein.

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

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

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION



1124 East Washington St.
 Caledonia, MN 55921
 Project CP 2020-09 - CP 2020-09 Crack Filling CSAH 26 and Airport
 Final Payment No. 2

Contractor: Fahrner Asphalt Sealers, LLC - Eau Claire
 6615 US Hwy 12 W
 Eau Claire, WI 54703

Contract No. 311
 Vendor No. 5820
 For Period: 10/14/2020 - 10/22/2020
 Warrant # _____ Date _____

Contract Amounts

Original Contract	\$20,400.00
Contract Changes	\$0.00
Revised Contract	\$20,400.00

Work Certified To Date

Base Bid Items	\$20,408.16
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$20,408.16


Funds Encumbered

Original	\$20,400.00
Additional	N/A
Total	\$20,400.00

	Work Certified This Payment	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date
CP 2020-09	\$0.00	\$20,408.16	\$0.00	\$19,387.75	\$1,020.41	\$20,408.16
Percent Retained: 0.0000%						
Amount Paid This Final Payment					\$1,020.41	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By




 County/City/Project Engineer

11/2/2020

 Date

Approved By Fahrner Asphalt Sealers, LLC - Eau Claire



 Contractor

10/30/2020

 Date

Houston County DOT
Certificate of Final Contract Acceptance

Low S.P. No.: CP 2020-09

Final Voucher No.: 2

Contract No.: 311

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of Minnesota as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 11/2/2020 Signature [Signature] County/City/Project
Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$20,408.16 and agrees to the amount of \$1,020.41 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor Fahrner Asphalt Sealers, LLC - Eau Claire By [Signature]

And _____ And _____
Wisconsin
State of ~~Minnesota~~, Houston County DOT

On This 30 Day October, 2020, Before me appeared Kevin Kruckow To me known to

(Individual Acknowledgment)
be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed

(Corporate Acknowledgment)
Kevin Kruckow And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the Vice President and _____ of the

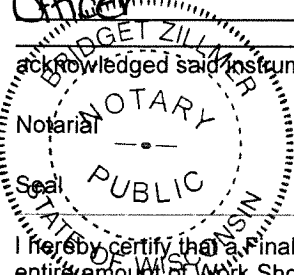
Fahrner Asphalt Sealers Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the

Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by and for _____ of its

NO SEAL ADOPTED

Officer _____ and said Kevin Kruckow and

acknowledged said instrument to be the free act and deed of said Corporation.



My Commission as Notary Public in Eau Claire County

Expires 10/11/2024 Signature [Signature]

I hereby certify that a final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. CP 2020-09

Final Payment No. 2

**Houston County DOT
Certificate of Final Acceptance
County Board Acknowledgment**

Contract Number: 311
Contractor: 5820 - Fahrner Asphalt Sealers, LLC - Eau Claire
Date Certified: 10/22/2020
Payment Number: 2

Whereas; Contract No. 311 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the Houston County DOT and authorize final payment as specified herein.

Houston County DOT
State of Minnesota

I, _____, County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At _____, Minnesota

Signed By _____
County _____

(SEAL)

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. CP 2020-09

Final Payment No. 2

CP 2020-09 Payment Summary

No.	From Date	To Date	Work Certified Per Payment	Amount Retained Per Payment	Amount Paid Per Payment
1	08/10/2020	10/13/2020	\$20,408.16	\$1,020.41	\$19,387.75
2	10/14/2020	10/22/2020	\$0.00	(\$1,020.41)	\$1,020.41
Totals:			\$20,408.16	\$0.00	\$20,408.16

CP 2020-09 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date	
000	10,200.00	0.00	9,690.00	510.00	10,200.00	
000	10,208.16	0.00	9,697.75	510.41	10,208.16	
Totals:		\$20,408.16	\$0.00	\$19,387.75	\$1,020.41	\$20,408.16

CP 2020-09 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Payment	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
034	County Levy	510.00	10,200.00	10,200.00	10,200.00
041	State Aviation Funds	357.29	7,140.00	7,140.00	7,145.71
042	County Levy - Aviation Local Match	153.12	3,060.00	3,060.00	3,062.45
Totals:		\$1,020.41	\$20,400.00	\$20,400.00	\$20,408.16

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. CP 2020-09

Final Payment No. 2

CP 2020-09 Project Item Status										
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date	
CSAH 26										
1	2331.608	ROUT & SEAL BITUMINOUS PAVEMENT CRACKS	LB	\$2.04	5000	0	\$0.00	5000	\$10,200.00	
Totals For Section CSAH 26:									\$0.00	\$10,200.00
Houston County Caledonia Airport										
2	2331.608	ROUT & SEAL BITUMINOUS PAVEMENT CRACKS	LB	\$2.04	5000	0	\$0.00	5004	\$10,208.16	
Totals For Houston County Caledonia Airport:									\$0.00	\$10,208.16
Project Totals:									\$0.00	\$20,408.16



Contractor Affidavit Completed

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-741-860-128
Submitted Date and Time: 27-Oct-2020 11:27:36 AM
Legal Name: FAHRNER ASPHALT SEALERS LLC
Federal Employer ID: 11-3804531
User Who Submitted: 8753003
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 423583744
Minnesota ID: 8753003
Project Owner: HOUSTON COUNTY DOT
Project Number: CP2020-09
Project Begin Date: 30-Sep-2020
Project End Date: 05-Oct-2020
Project Location: CSAH 26 & AIRPORT
Project Amount: \$20,408.16
Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

Houston County Agenda Request Form

Date Submitted: November 2, 2020

BOARD DATE: November 10, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To accept the grant from the Arlin Falck Foundation in the amount of \$23,175.00.

This includes the county share of the following:

Installation of new chip reader.....\$ 3,000.00

Culvert lining CMP 24" pipe across runway.....\$14,175.00

EA Study for future hangars.....\$ 6,000.00

Attachments/Documentation for the Board's Review:

Acceptance letter from the Arlin Falck foundation along with initial application.

Justification:

The Arlin Falck grant was written to help offset the county portion of the above projects for the 2021 budget.

Action Requested:

Board acceptance of the grant.

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

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

Arlin Falck Foundation
Kathleen V. Nelson, President
12743 Buckley Road, Caledonia, MN 55921
Phone (507) 724-3348

Houston County c/o
Houston County Highway Department
Attn: Brian Pogodzinski
1124 East Washington St.
Caledonia, MN 55921

Dear Brian:

This is to inform you that your application for a grant from the Arlin Falck Foundation was successful. The Board has granted your organization the sum of \$23,175.00. Please keep us informed as to the progress of your project by completing and sending us a report on the enclosed form.

Best wishes on your project.

Sincerely yours,



Kathleen V. Nelson
President

enc.

Arlin Falck Foundation
Kathleen V. Nelson, President

12743 Buckley Road, ~ Caledonia, MN 55921
Phone (507) 724-3348

PROJECT COMPLETION REPORT

NAME OF PROJECT: _____

Please answer the following questions. Attach supplementary statements where needed.

This report is due to the Arlin Falck Foundation not later than 60 days after the project is completed. If the project is not completed within 10 months after the date of receiving the Falck grant, please submit an interim report with a projected date of finishing. If you do not use the funds or have a plan for using the money in a specific project within 9 months of the date of funding, the funds must be returned to the Arlin Falck Foundation.

1. Organization Name and contact person. Name of person completing this report.
2. Address and phone numbers of organization and contact person.
3. Project description.
4. Date project started and date of completion.
5. Attach final budget showing completion of project. Attach receipts showing the expenditure of the grant funds from the Arlin Falck Foundation.
6. Does organization still have 501 (c)(3) status with IRS?
7. Did project achieve its goals? If not what should be changed and what can be done to achieve the goals sought? Were changes made to project during/after it was funded by the Arlin Falck Foundation? If so, describe in detail. Were the funds from the Arlin Falck Foundation used for the purposes described in the Application? If not what were the grant funds used for? Describe in detail.
8. Attach copies of latest report to members and copy of latest income tax return.
9. What suggestion do you have to improve the grant process?

Date _____

Signature of person completing this report

Title

Date Received by Foundation

ARLIN FALCK FOUNDATION

Kathleen V. Nelson, President
12743 Buckley Road
Caledonia, Minnesota 55921
(507)724-3348

2020 GRANT APPLICATION – DEADLINE OCTOBER 5, 2020

APPLICANT ORGANIZATION DATA

Organization Name: Houston County
Address: c/o Houston County Highway Department, 1124 East Washington Street
City: Caledonia State: MN Zip: 55921
Contact Telephone Number: 507-725-3925 Fax: 507-725-5417
E-mail Address: brian.pogodzinski@co.houston.mn.us
County Houston

Tax Status:

501 (c)(3) Government Agency
 Unit of Government Other

Attach copy of letter showing 501 (c)(3) status. Houston County is exempt by Statute. See attached.

PRIMARY CONTACT PERSON

Name Brian Pogodzinski Title Houston County Engineer / Airport Manager
Address 1124 East Washington Street
City: Caledonia State: MN Zip: 55921
Telephone Number: 507-725-3925 Fax: 507-725-5417
E-mail Address: brian.pogodzinski@co.houston.mn.us

Have you been funded by the Arlin Falck Foundation before?

Amount Received \$25,000 Project Title Airport Runway Project
Date Funded 4-11-2011

The actual scope of the Airport Runway Project was reduced after the grant approval. Therefore, the County's portion was covered by levy dollars. The grant was later amended to pay for video equipment for the Sheriff's vehicles.

PROJECT DESCRIPTION

Project Beginning Date: 8/1/2021 Project End Date 9/30/2021
Project Title: Airport Credit Card – Chip Reader, CMP 24" pipe culvert lining, and an Environmental Assessment for future hangar building area.

Amount Requested: \$ 23,175.00

Brief Project Description. In narrative form, attach a statement describing the proposed project, who it will benefit, what the goals of the project are and other sources of contributions and funds sought. **Attach estimates for the project.** See attached

Please answer each of the following: (attach separate statement if necessary)

How was the need for this project identified?

Describe the organizations/individuals involved in the development of this proposal.

If funded, how will the project be administered? Be specific in describing the responsibilities of each organization or person in charge of the project.

FINANCIAL INFORMATION

1. A. Describe amount of money requested and date money will be needed.
 B. Show each item on a separate line stating the date each amount will be needed.

_____	\$
<u>See attached</u>	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
C. Total (Must equal A)	\$

2. A. List other sources of financial support which are being sought for this project and indicate whether the funds have been secured (include in-kind contributions from your organization or related organizations). See attached

	Source	Secured	Pending	Amount
In-kind support	_____	_____	_____	\$ _____
Budgeted by Applicant	_____	_____	_____	\$ _____
Other foundation sources	_____	_____	_____	\$ _____
Other private sources	_____	_____	_____	\$ _____
Other government sources	_____	_____	_____	\$ _____
Fees for service	_____	_____	_____	\$ _____
B. Total				\$ _____

3. Total Cost of Project from all sources: \$ _____

4. Attach copy of Applicant's Current Budget, a copy of the last years annual report to members, a copy of the last years income tax return and a copy of the Articles and Bylaws:

Certification: I certify that the information contained in this application is true and correct to the best of my knowledge, and that I have the authority to complete this request for funds for the organization named above. I also agree to be responsible to complete a report at the completion of this project as required as a condition of receiving funding from the Arlin Falck Foundation.

Signature  Date 30 Sep 2020

Type or print name Jeff Babinski

Title Houston County Administrator

Mail original of this application to the address shown on the front of this application. No extra copies are necessary.

Applications must be postmarked by the deadline.

IF YOU DO NOT RECEIVE A CHECK FROM THE FOUNDATION BY DECEMBER 15TH YOU WERE NOT A SUCCESSFUL APPLICANT. WE CONSISTENTLY RECEIVE APPLICATIONS FOR MORE THAN THE FUNDS ALLOCATED.

Project Description

Houston County owns and manages a small regional airport located in Caledonia, Minnesota. The airport serves the local flying and business communities.

The Houston County Airport has (3) projects planned for 2021 and we would appreciate it if you would consider assisting us with the all or part of the local funding share.

Credit Card Upgrade:

Since 2006, the County has operated a fuel farm to provide 100 low lead aviation fuel to airport users. The fuel farm accepts most major credit cards.

Around 2015, EuroPay, MasterCard, and Visa (EMV) began worked together in developing and implementing 'Chip Technology' for a new, more secure credit card payment technology standard to reduce fraud. Prior to this standard, credit cards contained a magnetic strip of data and if credit card fraud occurred or data was stolen through a purchase at the merchant, the merchant would not be responsible and the card issuer would cover the costs. The new standard now shifts the liability to the merchant unless they adopt the 'chip technology' for reading credit cards to protect themselves and the card issuer from fraud. The new technology is being implemented in phases and it is now time for fuel stations to be upgraded to remain compliant. The upgrade compliance deadline is now April 17, 2021. We estimate the cost to bring the current system into compliance with the new standards to be \$10,000.00.

This project will be overseen by the Houston County Highway Department, who is in discussions with Syn-Tech for the purchase of the equipment and O'Day Equipment for the equipment installation needed to process the credit cards.

This project is eligible for State Aeronautic funding beginning July 1, 2021 with a 70% (State) and 30% (Local) split. If awarded, these funds will be used to help pay the county's portion of the project. The County Engineer and Accountant will be responsible for securing the State Aeronautic funding and purchasing the equipment. The Maintenance Supervisor and Accountant will oversee the installation.

24" Corrugated Metal Culvert Repair:

The Houston County Engineer has identified a 24" corrugated metal culvert that runs perpendicular to runway 13/31 that needs replacement or repair. This culvert is approximately 250' in length. Rather than digging up the existing runway surface and replacing the culvert, the Engineer is recommending that the culvert be lined to minimize impacts on the existing infrastructure and significantly reduce the total cost of the project to an estimated cost of \$141,750. The culvert itself is necessary for proper drainage at the Airport. This project qualifies for Federal Entitlement Funding of 90% with the 10% balance being funded with local money. The County Engineer and Accountant will be responsible for securing the Federal Entitlement funding and quoting the project. The County Engineer will oversee the work.

Environmental Assessment:

In 2018, Houston County began the process of working with the Federal Aviation Administration and MnDOT Aeronautics to update the Airport Layout Plan (ALP). This plan is necessary to provide guidance for future airport planning and improvements, along with secure future airport funding improvements.

A committee including the Highway Engineer, County Finance Director, pilots, business leaders and area landowners was created to oversee the creation of the new ALP and Master Plan. One of the projects identified by the ALP is the need for hangar space. Providing hangars will enhance the growth and usage of our airport. One of the first steps in this process is an Environmental Assessment of the building area proposed at an estimated cost of \$60,000. This project also qualifies for Federal Entitlement Funding of 90% with the 10% balance being funded with local money. The County Engineer and Accountant will be responsible for securing the Federal Entitlement funding and quoting the project. The County Engineer will oversee the assessment process.

All invoices would be processed through the highway department and county's finance office. A full running total of project costs by project will be provided to the Falck Foundation by the Houston County Highway Accountant and the Finance Director.

Houston County is asking for \$23,175 to assist with the local costs on the three projects.

**HOUSTON COUNTY AIRPORT
PROPOSED BUDGET
FALCK FOUNDATION GRANT APPLICATION**

REVENUE SOURCE	2019 Budget	2019 YTD	2020 Budget	2020 YTD	2021 Proposed
FEDERAL AND STATE GRANTS					
AIRPORT MAINTENANCE & OPERATIONS REIMBURSEMENT	(23,910)	(23,033)	(28,480)	(10,065)	(25,533)
STATE MNDOT AERONAUTIC GRANT	(10,255)	(6,528)	(10,500)	(2,422)	(7,000)
FEDERAL, ALP GRANT	(229,770)	(117,511)	0	(43,590)	0
FEDERAL, CARES (25% Match to M/O)	0	0	0	0	(8,518)
FEDERAL, PROJECTS GRANT	0	0	0	0	(181,575)
FUEL SALES AND RENTS					
FEE, FUEL SALES	(20,240)	(31,385)	(25,680)	(10,242)	(25,680)
DONATIONS & CONTRIBUTIONS	0	0	0	0	0
BUILDING, LAND, CROP SALE/LEASE	(1,763)	(1,763)	(1,763)	(1,763)	(1,763)
HANGER RENT	(4,450)	(4,464)	(4,508)	(4,287)	(4,508)
FUND BALANCE					
FUND BALANCE APPLIED	0	0	(5,000)	0	
TOTAL REVENUE	\$ (290,398.00)	\$ (184,684.85)	\$ (75,931.00)	\$ (72,368.31)	\$ (254,597.00)

Houston County Normal Operating	Houston County Special Project
	2021 Proposed Breakdown
(25,553.00)	
(7,000.00)	
(8,518.00)	(181,575.00)
(25,680.00)	
(1,763.00)	
(4,508.00)	
(69,022.00)	(188,575.00)

EXPENDITURES	2019 Budget	2019 YTD	2020 Budget	2020 YTD	2021 Proposed
OPERATING EXPENSES					
TELEPHONE	1,200	1,163	1,200	580	1,160
ADVERTISING-PUBLISHING	0	0	75	0	0
MEMBERSHIP DUES	150	150	150	150	150
REGISTRATION & TRAINING FEES	225	225	250	0	250
ELECTRICITY, WATER & SEWER	4,200	4,579	4,800	2,920	4,940
OTHER REPAIR & MAINTENANCE SERVICES	3,000	442	1,500	1,639	1,500
LODGING	225	241	250	0	250
AIRPORT LICENSE	15	15	15	0	15
AIRPORT INSURANCE	4,000	0	4,600	3,600	4,600
CONTRACT SERVICES	8,700	8,730	8,700	1,400	8,700
GENERAL SUPPLIES	250	45	750	41	750
GASOLINE & OIL	18,040	20,769	22,780	15,528	22,680
EQUIPMENT PARTS	500	2,754	1,000	0	1,000
PROJECTS - HWY DEPT MAINTENANCE	10,000	11,568	13,691	6,510	18,857
RIGHT OF WAY	0	0	0	0	0
PERMITS	400	400	400	800	400
CREDIT CARD FEES	607	1,016	770	332	770
CAPITAL EXPENSES - MAJOR REPAIRS					
OTHER PROF & TECH FEES	207,850	143,837	0	25,115	95,437
PROJECTS - CAPITAL ITEMS & MAJOR REPAIRS	50,000	0	15,000	0	116,313
TOTAL EXPENDITURES	\$ 309,362	\$ 199,932	\$ 75,931	\$ 58,616	\$ 277,772

1,160.00	
150.00	
250.00	
4,940.00	
1,500.00	
250.00	
15.00	
4,600.00	
8,700.00	
750.00	
22,680.00	
1,000.00	
18,857.00	
400.00	
770.00	
95,437.00	
116,313.00	
66,022.00	211,750.00

NET	\$ 18,964	\$ 11,247	\$ -	\$ (13,753)	\$ 23,175
------------	------------------	------------------	-------------	--------------------	------------------

ARLIN FALCK
FINANCIAL INFORMATION

1. A. Describe amount of money requested and date money will be needed.

Installation of a new chip reader for the airport fuel system.	\$ 3,000.00
Culvert lining CMP 24" pipe running across the runway.	\$ 14,175.00
Providing an environmental assessment on building area for future hangars.	\$ 6,000.00
Total requested	\$ 23,175.00

B. Show each item on a separate line stating the date each amount will be needed.

8/1/2021 Syn-Tech: Chip reader for current Fuelmaster system.	30% of 7,500.00	\$ 2,250.00
8/15/2021 O'Day Equipment: Installation of Chip Reader	30% of 2,500.00	\$ 750.00
8/30/2021 SubSurface Inc: Culvert Lining	10% of 141,750.00	\$ 14,175.00
8/30/2021 Environmental Assessment	10% of (50% of 60,000)	\$ 3,000.00
9/30/2021 Environmental Assessment	10% of (50% of 60,000)	\$ 3,000.00

C. Total (Must Equal A) **\$ 23,175.00**

2. A. List other sources of financial support with or being sought for this project and indicate whether the funds have been secured (include in-kind contributions from your organization or related organization).

Credit Card Upgrade	Source	Secured	Pending	Amount
<u>In-kind support</u>				
<u>Budgeted by Applicant</u>				
<u>Other foundation sources</u>				
<u>Other private sources</u>				
Other government sources	Mn Aeronautics State Grant	\$ -	\$ 7,000.00	\$ 7,000.00
(This grant will be secured at the beginning of their fiscal year 7/1/2021)				
<u>Fee for Service</u>				
Credit Card Upgrade Total				\$ 7,000.00

CMP 24" Pipe	Source	Secured	Pending	Amount
<u>In-kind support</u>				
<u>Budgeted by Applicant</u>				
<u>Other foundation sources</u>				
<u>Other private sources</u>				
Other government sources	Federal Entitlement Grant -Aeronautics	\$ -	\$ 127,575.00	\$ 127,575.00
(This grant will be secured at the beginning of their fiscal year 7/1/2021)				
<u>Fee for Service</u>				
CMP 24" Pipe Total				\$ 127,575.00

Environmental Assessment	Source	Secured	Pending	Amount
<u>In-kind support</u>				
<u>Budgeted by Applicant</u>				
<u>Other foundation sources</u>				
<u>Other private sources</u>				
Other government sources	Federal Entitlement Grant -Aeronautics	\$ -	\$ 54,000.00	\$ 54,000.00
(This grant will be secured at the beginning of their fiscal year 7/1/2021)				
<u>Fee for Service</u>				
Environmental Assessment Total				\$ 54,000.00

B. Total **\$ 188,575.00**

3. Total Cost of Project from all sources: **\$ 211,750.00**

For Office Use Only

Name of applicant _____ Assessment year _____

Approved

CR-LODA

Assessor's signature _____ Date _____

Denied

Application for Local Option Disaster Abatements and Credits

_____ County

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

Applicant and Property Information

Last Name KJOS		First Name Donald		M.I. A	PRIVACY INFORMATION REMOVED
Mailing Address - Street 23233 state Hwy 16		City/Town Rushford		State MA	
Telephone (Work) 507-993-4039		Telephone (Home) _____			
Property ID or Parcel Number (found on your property tax statement) 17.0045.000					
Address of Damaged Property (if different than mailing address) 23233 State 16 Rushford					
Legal Description of Property (found on your property tax statement) NW 1/4 SE 1/4 S30 T104 R 7					
Is the property homesteaded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			How many months was the property unable to be occupied or used? Date you left property: May 2020 Date you returned to property: ?		
Is the property located in a county designated as a disaster or emergency area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

Statement of Facts

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

On the evening of MAY 7, fire consumed and burnt down our entire house. Insurance deemed it a total loss.

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

Sign Here

Signature of Property Owner Donald Jios	Date MAY 28, 2020
---	-----------------------------

Note: Minnesota Statutes, Section 609.44. "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000.00, or both."

Use of Information

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

Tax to be Credited \$1081

For Office Use Only

Report of investigation

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

Investigator

Signature

Date

Guthrie Russell Hottel

10/5/2020

The following accurately reflects both existing and proposed amounts.

Market Value

	Land	Improvements	Total	Class	Tax Capacity	Tax Before Credits	Other Credits	Tax Payable
Pre-damage								
Post-damage								
Reduction								

Amounts

Tax is Paid

Tax is Not Paid

Date

Local Tax Rate

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

Assessor's recommendation

Approved

Denied

Signature

Date

Guthrie Russell Hottel

10/5/2020

Approval Certifications

County auditor's recommendation

Approved

Denied

Signature

Date

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

Approved

Denied

Signature

Date

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

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

Final Certification

Reduction of Tax \$ _____

Reduction of Penalty \$ _____

Reduction of Interest \$ _____

Total Reduction/Refund \$ _____

Total Payable \$ _____

Signature

Date

Local Option Disaster Abatement – Residential Homestead - Tax year of the disaster

Outside a disaster or emergency area

PID	17.0034.000	Taxes Payable Year	2020	PROVIDE INPUT IN BOXES	
Notes: Line 4a is autofill. If the tax calculation includes additional value from linked parcels, 4a can be entered as the total value subject to the hmstd exclusion. If needed, you can replace this note with your own.				January 2 (Pre-disaster) (a)	Reassessed (After) (b)

Values

1	Estimated Market Value:	Land	\$40,000	\$40,000
2		Residence and Garage	\$175,800	\$0
3		Other Buildings		
4		Total	\$215,800	\$40,000
4a	Value Subject to Homestead Market Value Exclusion		\$215,800	\$40,000
5	Homestead Market Value Exclusion		\$17,818	\$16,000
6	Taxable Market Value - After Exclusions		\$197,982	\$24,000
7	Net Tax Capacity Value (Taxable Market Value x Class Rate):		\$1,980	\$240

Calculation of Net NTC Tax for Computing Disaster Abatement:

8	Local Tax Rate		102.363	102.363
9	Net Tax Capacity Based Tax Before Credits (Line 7 x Line 8)		\$2,027	\$246
10	Other Credits Reducing NTC Tax (Powerline, taconite, etc.)			
11	Net Tax Capacity Based Tax After Credits (Line 9- Line 10)		\$2,027	\$246

Calculation of Net RMV Based for Computing Disaster Abatement:

12	Referendum Market Value EMV x 100%		\$215,800	\$40,000
13	Referendum Market Value Tax Rate		0.20228	0.20228
14	Referendum Market Value Based Tax (Line 12 x Line 13)		\$437	\$81
15	Credits Reducing RMV Tax (Powerline, taconite, etc.) (Line 10b x Line 26)			
16	Referendum Market Value Based Tax After Credits (Line 14- Line 15)		\$437	\$81
17	Total Net NTC-Based Tax (Line 11 + Line 16)*		\$2,464	\$327

Calculation of Disaster Abatement:

18	NTC-Based Disaster Abatement (Line 11a – Line 11b)		\$1,781	\$246
19	RMV-Based Disaster Abatement (Line 16a – Line 16b)		\$356	\$81
20	Total Disaster Abatement (Line 18 + Line 19)		\$2,137	\$327

Reduction of Disaster Abatement:

21	Number of Full Months in the Year after Disaster		7	7
22	Reduction Ratio (Line 21 / 12 months)		0.583	0.583
23	Reduced NTC-Based Disaster Abatement (Line 18 x Line 22)		\$1,038	\$143
24	Reduced RMV-Based Disaster Abatement (Line 19 x Line 22)		\$208	\$47
25	Reduced Total Disaster Abatement (Line 23 + Line 24)		\$1,246	\$190

Final Net Tax After Application of Disaster Abatement:

26	Net NTC-Based Tax (Line 11 – Line 23)*		\$989	\$103
27	Net RMV-Based Tax (Line 16 – Line 24)*		\$229	\$34
28	Total Net NTC-Based Tax (Line 26 + Line 27)*		\$1,218	\$137

*Note that the priority of the disaster abatement could cause one of the other credits to be reduced if the tax is

MINNESOTA REVENUE
Application for Property Tax Abatement

For Taxes Levied in Tax Year(s): _____

And Taxes Payable in Year(s): _____

RECEIVED CR-PTA
 OCT 12 2020

BY: _____

Applicant and Property Information

Applicant Information

Last Name Fort		First Name Michael		Middle Initial A
Property Address 908 Juniper St				
PRIVACY INFORMATION REMOVED				
City La Crescent	State MN	Zip code 55947	County Houston	
Parcel ID or legal description of property (from tax statement or valuation notice) 25.1005.000			School District Number	

Applicant's Statement of Facts

If the assessed value is being contested, list approximate market value.

Land 35800	Structures 137000	Total 172800
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If taxes, penalties, interest, or costs which are now a lien against the real estate are being contested, list below.

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
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Explain why the above amount has not been paid

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
------	--	------------------	-------------

Explain why the above amount has not been paid

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
------	--	------------------	-------------

Explain why the above amount has not been paid

Total Amount Contested	Portion of total amount contested you are willing to pay
------------------------	--

Explain why you think this settlement is fair and reasonable

Applicant's Statement of Facts/Settlement

Signature of Applicant

Applicant requests that the portion of the contested amount in excess of said sum offered should be abated, canceled and refunded. This statement is a true and full statement of all facts known to the applicant relative to this matter.

Signature of Applicant 	Date 10/12/20
---	-------------------------

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

Use of Information

In order to be considered for abatement, you must file this form. The information on this form will be used to properly identify you and determine if you qualify for abatement of property taxes under M.S. 270C.86 or 270C.34. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your County Assessor may also ask for additional verification of qualifications. Your Social Security number is considered private data.

Sign Here

Taxes were \$1218
 Should be \$410
 \$808 abatement

For Office Use Only

I, the undersigned county auditor, hereby certify the following amounts are the values and taxes currently on our records.

Amounts on Record	Market Value		Total	Taxes	Penalties	Interest	Costs	Total
	Year	Land						
	2020	35800	137000	172800	410			

Certifications of Approval

For this abatement to be granted by the Commissioner of Revenue, it must have been carefully investigated and receive the favorable recommendation of (i) either the assessor or the county treasurer; (ii) the county auditor; and (iii) the county board.

Recommendation of Assessor or Treasurer

Approved

Denied

Signature

Gynthia Resendiz Assessor

Date

11/4/2020

Recommendation of County Auditor

Approved

Denied

Signature

Date

County Board of Commissioner's Action (to be completed by County Auditor)

Approved

Denied

Signature

Date

Certifications of Final Approval

(complete only for approved abatements; to be completed by County Auditor)

I certify that the approval of this abatement will result in the following changes:

Total Tax, Penalty, and Interest \$

Proposed Penalty Reduction \$

Proposed Tax Reduction \$

Total Proposed Reduction \$

Proposed Interest Reduction \$

Total Amount Payable \$

Upon payment of \$ _____ by the applicant, all taxes, penalties, interest, and costs above in excess of the payment amount are abated and cancelled, and the payment will be accepted as a full settlement.

This approval was granted by the county board as an official action of that body or by the county auditor under a delegation from the board and has been entered upon the records of the county as a public record showing the names of the taxpayers, other concerned persons, and the amounts.

Signature of County Auditor

Date

DEPARTMENT OF REVENUE

The Commissioner of Revenue may grant these reductions or abatements of inequitable or unjust taxes, penalties, interest or special assessments not yet paid, and order the refund of taxes, penalties, interest or special assessments that have been erroneously or unjustly paid. (M.S. 270C.86, Subd. 1) Upon the favorable recommendation of the local officials, as certified above, the Commissioner of Revenue approves the abatement of the following amounts:

Proposed Penalty and Interest Reduction \$

Proposed Tax Reduction \$

Total Proposed Reduction \$

Signature of Commissioner or Delegate

Date

Signature of Commissioner or Delegate

Date

Application for Property Tax Abatement

For Taxes Levied in Tax Year(s): 2019
And Taxes Payable in Year(s): 2020



BY:

Applicant and Property Information

Applicant Information

Form with fields: Last Name (Kubly), First Name (Matt), Middle Initial (H), Property Address (14625 Addleman Drive), City (Houston), State (MN), Zip code (55943), County (Houston), Parcel ID or legal description of property (06.0087.001), School District Number.

PRIVACY INFORMATION REMOVED

Applicant's Statement of Facts

If the assessed value is being contested, list approximate market value.

Table with 3 columns: Land (132500), Structures (108300), Total (240800)

If taxes, penalties, interest, or costs which are now a lien against the real estate are being contested, list below.

Table with 4 columns: Year, Type (taxes, penalty, interest, or cost), Amount Contested, Amount Paid

Explain why the above amount has not been paid

Table with 4 columns: Year, Type (taxes, penalty, interest, or cost), Amount Contested, Amount Paid

Explain why the above amount has not been paid

Table with 4 columns: Year, Type (taxes, penalty, interest, or cost), Amount Contested, Amount Paid

Explain why the above amount has not been paid

Table with 2 columns: Total Amount Contested, Portion of total amount contested you are willing to pay

Explain why you think this settlement is fair and reasonable
2c land program updated
This was corrected - State program 2c Class

Applicant's Statement of Facts/Settlement

Signature of Applicant

Applicant requests that the portion of the contested amount in excess of said sum offered should be abated, canceled and refunded. This statement is a true and full statement of all facts known to the applicant relative to this matter.

Signature of Applicant (Matthew H Kubly) and Date (5-15-2020)

Sign Here

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

Use of Information

In order to be considered for abatement, you must file this form. The information on this form will be used to properly identify you and determine if you qualify for abatement of property taxes under M.S. 270C.86 or 270C.34. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your County Assessor may also ask for additional verification of qualifications. Your Social Security number is considered private data.

*low amount was 2438
New 2782
\$156 Abatement*

For Office Use Only

I, the undersigned county auditor, hereby certify the following amounts are the values and taxes currently on our records.

Amounts on Record

Year	Market Value			Taxes	Penalties	Interest	Costs	Total
	Land	Improvements	Total					
2020	125800	108300	234100					

Certifications of Approval

For this abatement to be granted by the Commissioner of Revenue, it must have been carefully investigated and receive the favorable recommendation of (i) either the assessor or the county treasurer; (ii) the county auditor; and (iii) the county board.

Recommendation of Assessor or Treasurer

Approved

Denied

Signature: *[Signature]* Title: *Assessor*

Date: *9/20/2020*

Recommendation of County Auditor

Approved

Denied

Signature: _____

Date: _____

County Board of Commissioner's Action (to be completed by County Auditor)

Approved

Denied

Signature: _____

Date: _____

Certifications of Final Approval

(complete only for approved abatements; to be completed by County Auditor)

I certify that the approval of this abatement will result in the following changes:

Total Tax, Penalty, and Interest \$ _____

Proposed Penalty Reduction \$ _____

Proposed Tax Reduction \$ _____

Total Proposed Reduction \$ _____

Proposed Interest Reduction \$ _____

Total Amount Payable \$ _____

Upon payment of \$ _____ by the applicant, all taxes, penalties, interest, and costs above in excess of the payment amount are abated and cancelled, and the payment will be accepted as a full settlement.

This approval was granted by the county board as an official action of that body or by the county auditor under a delegation from the board and has been entered upon the records of the county as a public record showing the names of the taxpayers, other concerned persons, and the amounts.

Signature of County Auditor: _____

Date: _____

Final Approval

DEPARTMENT OF REVENUE	The Commissioner of Revenue may grant these reductions or abatements of inequitable or unjust taxes, penalties, interest or special assessments not yet paid, and order the refund of taxes, penalties, interest or special assessments that have been erroneously or unjustly paid. (M.S. 270C.86, Subd. 1) Upon the favorable recommendation of the local officials, as certified above, the Commissioner of Revenue approves the abatement of the following amounts:	
	Proposed Penalty and Interest Reduction	\$ _____
	Proposed Tax Reduction	\$ _____
	Total Proposed Reduction	\$ _____
	Signature of Commissioner or Delegate	Date
Signature of Commissioner or Delegate	Date	

MINNESOTA REVENUE
Application for Property Tax Abatement

RECEIVED
 OCT 2 2020

CR-PTA

For Taxes Levied in Tax Year(s): _____
 And Taxes Payable in Year(s): _____

BY: _____

Applicant and Property Information

Applicant Information

Last Name Cuhel		First Name Daniel		Middle Initial J
Property Address 8832 Golfview Dr				
PRIVACY INFORMATION REMOVED				
City Houston	State MN	Zip code 55943	County Houston	
Parcel ID or legal description of property (from tax statement or valuation notice) 11.0432.000			School District Number	

Applicant's Statement of Facts

If the assessed value is being contested, list approximate market value.

Land	Structures	Total
22000	116500	138500

If taxes, penalties, interest, or costs which are now a lien against the real estate are being contested, list below.

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
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Explain why the above amount has not been paid

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
------	--	------------------	-------------

Explain why the above amount has not been paid

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
------	--	------------------	-------------

Explain why the above amount has not been paid

Total Amount Contested	Portion of total amount contested you are willing to pay
------------------------	--

Explain why you think this settlement is fair and reasonable

Signature of Applicant

Applicant requests that the portion of the contested amount in excess of said sum offered should be abated, canceled and refunded. This statement is a true and full statement of all facts known to the applicant relative to this matter.

Signature of Applicant: _____ Date: OCT/2/2020

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

Use of Information

In order to be considered for abatement, you must file this form. The information on this form will be used to properly identify you and determine if you qualify for abatement of property taxes under M.S. 270C.86 or 270C.34. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your County Assessor may also ask for additional verification of qualifications. Your Social Security number is considered private data.

Sign Here

Taxes Were \$744.00
 Should be 0
 \$744 Abatement

For Office Use Only

I, the undersigned county auditor, hereby certify the following amounts are the values and taxes currently on our records.

Amounts on Record

Year	Land	Market Value		Taxes	Penalties	Interest	Costs	Total
		Improvements	Total					
2020	22000	115800	137800					

Certifications of Approval

For this abatement to be granted by the Commissioner of Revenue, it must have been carefully investigated and receive the favorable recommendation of (i) either the assessor or the county treasurer; (ii) the county auditor; and (iii) the county board.

Recommendation of Assessor or Treasurer

Approved

Denied

Signature: *[Handwritten Signature]* Title: Assessor

Date: 10/4/2020

Recommendation of County Auditor

Approved

Denied

Signature

Date

County Board of Commissioner's Action (to be completed by County Auditor)

Approved

Denied

Signature

Date

Certifications of Final Approval

(complete only for approved abatements; to be completed by County Auditor)

I certify that the approval of this abatement will result in the following changes:

Total Tax, Penalty, and Interest \$ _____

Proposed Penalty Reduction \$ _____

Proposed Tax Reduction \$ _____

Total Proposed Reduction \$ _____

Proposed Interest Reduction \$ _____

Total Amount Payable \$ _____

Upon payment of \$ _____ by the applicant, all taxes, penalties, interest, and costs above in excess of the payment amount are abated and cancelled, and the payment will be accepted as a full settlement.

This approval was granted by the county board as an official action of that body or by the county auditor under a delegation from the board and has been entered upon the records of the county as a public record showing the names of the taxpayers, other concerned persons, and the amounts.

Signature of County Auditor

Date

Final Approval

DEPARTMENT OF REVENUE

The Commissioner of Revenue may grant these reductions or abatements of inequitable or unjust taxes, penalties, interest or special assessments not yet paid, and order the refund of taxes, penalties, interest or special assessments that have been erroneously or unjustly paid. (M.S. 270C.86, Subd. 1) Upon the favorable recommendation of the local officials, as certified above, the Commissioner of Revenue approves the abatement of the following amounts:

Proposed Penalty and Interest Reduction \$ _____

Proposed Tax Reduction \$ _____

Total Proposed Reduction \$ _____

Signature of Commissioner or Delegate

Date

Signature of Commissioner or Delegate

Date

MINNESOTA REVENUE
Application for Property Tax Abatement

CR-PTA

For Taxes Levied in Tax Year(s): _____
 And Taxes Payable in Year(s): _____

Applicant and Property Information

Applicant Information

Last Name Hafner		First Name Robert	Middle Initial
Property Address 6106 1st St S		PRIVACY INFORMATION REMOVED	
City La Crescent	State MN		
Parcel ID or legal description of property (from tax statement or valuation notice) 25.0299.000		County Houston	
		School District Number	

Applicant's Statement of Facts

If the assessed value is being contested, list approximate market value.

Land 27000	Structures 146100	Total 173100
----------------------	-----------------------------	------------------------

If taxes, penalties, interest, or costs which are now a lien against the real estate are being contested, list below.

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
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Explain why the above amount has not been paid

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
------	--	------------------	-------------

Explain why the above amount has not been paid

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
------	--	------------------	-------------

Explain why the above amount has not been paid

Total Amount Contested _____ Portion of total amount contested you are willing to pay _____

Explain why you think this settlement is fair and reasonable

Applicant's Statement of Facts/Settlement

Signature of Applicant

Applicant requests that the portion of the contested amount in excess of said sum offered should be abated, canceled and refunded. This statement is a true and full statement of all facts known to the applicant relative to this matter.

Signature of Applicant <i>Robert J Hafner</i>	Date 10/02/2020
--	---------------------------

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

Use of Information

In order to be considered for abatement, you must file this form. The information on this form will be used to properly identify you and determine if you qualify for abatement of property taxes under M.S. 270C.86 or 270C.34. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your County Assessor may also ask for additional verification of qualifications. Your Social Security number is considered private data.

Sign Here

*Pages Were \$1224
 Pages Should Be 416
 \$608 Abatement*

For Office Use Only

I, the undersigned county auditor, hereby certify the following amounts are the values and taxes currently on our records.

Amounts on Record	Year	Land	Market Value Improvements	Total	Taxes	Penalties	Interest	Costs	Total
	2020	27600	146100	173100					

Certifications of Approval

For this abatement to be granted by the Commissioner of Revenue, it must have been carefully investigated and receive the favorable recommendation of (i) either the assessor or the county treasurer; (ii) the county auditor; and (iii) the county board.

Recommendation of Assessor or Treasurer

Approved Denied
 Signature: *[Signature]* Title: *Assessor* Date: *10/4/2020*

Recommendation of County Auditor

Approved Denied
 Signature: _____ Date: _____

County Board of Commissioner's Action (to be completed by County Auditor)

Approved Denied
 Signature: _____ Date: _____

Certifications of Final Approval

(complete only for approved abatements; to be completed by County Auditor)

I certify that the approval of this abatement will result in the following changes:

Total Tax, Penalty, and Interest \$ _____ Proposed Penalty Reduction \$ _____
 Proposed Tax Reduction \$ _____ Total Proposed Reduction \$ _____
 Proposed Interest Reduction \$ _____ Total Amount Payable \$ _____

Upon payment of \$ _____ by the applicant, all taxes, penalties, interest, and costs above in excess of the payment amount are abated and cancelled, and the payment will be accepted as a full settlement.

This approval was granted by the county board as an official action of that body or by the county auditor under a delegation from the board and has been entered upon the records of the county as a public record showing the names of the taxpayers, other concerned persons, and the amounts.

Signature of County Auditor: _____ Date: _____

DEPARTMENT OF REVENUE

The Commissioner of Revenue may grant these reductions or abatements of inequitable or unjust taxes, penalties, interest or special assessments not yet paid, and order the refund of taxes, penalties, interest or special assessments that have been erroneously or unjustly paid. (M.S. 270C.86, Subd. 1) Upon the favorable recommendation of the local officials, as certified above, the Commissioner of Revenue approves the abatement of the following amounts:

Proposed Penalty and Interest Reduction \$ _____
 Proposed Tax Reduction \$ _____
 Total Proposed Reduction \$ _____

Signature of Commissioner or Delegate: _____ Date: _____

Signature of Commissioner or Delegate: _____ Date: _____

Houston County Fee Schedule

The following fee schedule was adopted by the Houston County Board of Commissioners on Sep 24, 2019 and is effective on 1 Nov 2019. This fee schedule is not exhaustive since the Board of Commissioners may adopt or change fees in various formats that may not be reflected here. Note: Unless you contact the County, all overpayments of five dollars or less will not be refunded and will be receipted as "miscellaneous" to improve efficiency and cost effectiveness. Additionally, the County will waive charges if the cost to provide the data is less than the cost to process the payment. Note: General fees for data collection and copies are governed by MN Statute 13, Data Practices, and the type of data and subject of data requested will determine the fees chargeable by the County to recover costs for responding to data requests. There are no fees for inspecting data.

Department	Service	Fee
General Fees	Copies (letter or legal size) - B/W, under 100	\$.25 per printed page
General Fees	Copies (letter or legal size) - B/W, over 100	\$.25 per printed page and actual employee time
General Fees	Copies (letter or legal size) - Color	\$1.00 per printed page
General Fees	Employee time: compile and retrieve public data data. (See note above ref. MN Statute 13) *No charge for private subject data	\$26.45 per hour (billed for actual time, in 15-min increments. Requestor will be provided a cost estimate, 50% must be remitted prior to commencing the research project.
General Fees	Scanning, Copying, and e-mailing	11x17 \$2.00 18x24 \$9.00 22x34 \$10.00 24x36 \$11.00 Larger than 24X36 \$4.00 per foot
General Fees	E-mailing plats (22x34)	\$10.00
General Fees	Minimum mailing charge	\$1.00
General Fees	Non-Sufficient Funds (NSF)	\$30.00 per check
Attorney	Copies of discovery documents	See general fees....plus \$5.00 per CD
Auditor/Treasurer	Certificate as to taxes & taxable property	\$200 per certificate - \$100 extra for top 25 taxpayers
Auditor/Treasurer	Confession of Judgement	\$80 per judgment
Auditor/Treasurer	Copy of Financial Statement	\$10 per year
Auditor/Treasurer	Copy of Township and Cities Officer List	\$5 per year
Auditor/Treasurer	Delinquent Tax Publication Fee	\$30 per publication
Auditor/Treasurer	Tax Increment Financing set Up	\$225 per district
Auditor/Treasurer	Tax Increment Financing annual maintenance	\$125 per district
Auditor/Treasurer	Administration & collection of special assessments	\$1.35 per assessment per year
Auditor/Treasurer	Tax Certificates	\$5 per parcel plus: \$5 for special assessments \$5 for delinquent taxes no maximum charge
Auditor/Treasurer	Escrow Account Maintenance	\$5 per parcel
Auditor/Treasurer	Revenue Recapture Processing Fee	\$30
Auditor/Treasurer	NSF Check fee	\$30
A/T Licenses and Permits	Fireworks Permit	\$25 per event
A/T Licenses and Permits	Beer License/On Sale	\$50 per year
A/T Licenses and Permits	Beer License/Off Sale	\$50 per year
A/T Licenses and Permits	Liquor License/On Sale	\$1200 per year
A/T Licenses and Permits	Liquor License/Off Sale	\$115 per year
A/T Licenses and Permits	Liquor License/Sunday	\$50 per year
A/T Licenses and Permits	Wine License	\$250 per year

A/T Licenses and Permits	1 to 3 Day 3.2 Beer License	\$10 per event
A/T Licenses and Permits	1 to 4 Day Liquor License	\$25 per event
A/T Licenses and Permits	Tobacco License	\$100 per year
A/T Licenses and Permits	Auctioneer	\$20 per year
A/T Licenses and Permits	Transient Merchant/Peddler's License	\$25 Application Fee (Non Refundable) \$25 per individual 7 Day Transient Merchant License \$75 per individual 30 Day Peddler License \$75 per individual 30 Day Canvasser/Solicitor
Highway Department	County Maps	\$3 \$5.25 mailed \$8.50 for two mailed \$3 per map, plus actual postage for additional
Highway Department	Address Sign - New Address	\$150
Highway Department	Address Sign - reuse sign/post	\$75
Highway Department	Charge for cutting culverts	20 per 1/2 hr of time
Highway Department	Permit for Over dimension Load	\$25 per trip; \$100 annual permit
Highway Department	Permit for Work within ROW	\$20
Highway Department	Permit for Special Event Road Closure	\$20
Highway Department	Entrance Permit (policy of 2 loads of rock being furnished by County is continued)	\$350 residential/field \$450 street/commercial/farm yard
Highway Department	Mailbox installation	\$75 plus cost of materials
Highway Department	Message Board Signs	\$100 Set up plus \$20 per day per sign
Highway Department	Inventory Items	cost + 15%
Highway Department	Chloride Dust Mitigation Application *Applies to property owners long CSAH roads	\$220 for 250' of frontage applied \$360 for 400' of frontage applied
Highway Department	Driveway Permit	\$50 (temporary access, no rock inc.) \$175 (revised/extension or improvement to an entrance/driveway, includes 10 cyds of rock upon satisfactory completion)
Human Services	Child Care Licensing (background study required)	\$50 initial \$100 2-yr renewal
Public Health	Vaccines (fee fluctuates to match cost)	\$TBD Influenza regular \$TBD Influenza high dose \$100 Adult Hepatitis B \$80 Adult Tdap Contact PH office for other immunization fees - uninsured and underinsured individuals can receive MNVAC vaccine (free from the State) for an administrative fee of \$20 to \$30, waivable if individual is unable to pay
Public Health	Radon Testing Kit	\$10 if picked up \$12 if mailed
Recorder	Real Estate Documents	\$46
Recorder	Plats	\$56
Recorder	Referencing more than 4 documents	\$10 per reference after 4
Recorder	Conforming Copy	\$2
Recorder	Deed Tax & Mortgage Registration Tax	See Treasurer's fees
Recorder	Abstract - Typed Entry	\$5
Recorder	Abstract - Exhibit	\$1
Recorder	Abstract - STL/FTL Certificate	\$5 per name
Recorder	Abstract - Judgement Certificate	\$5 per name
Recorder	Abstract - Tax Certificate per PIN each for Auditor and Treasurer	\$5
Recorder	Landshark Access	\$50 for initial Set-up fee \$50 for Level 1 (1-250 pages per mo.) \$100 for Level 2 (251-500 pages per mo.) \$200 for Level III (501-1000 pages per mo.)
Recorder	Real Estate Research Fee	\$26.45 per hour

Recorder	Tract Search - limited, uncertified, 1 PIN	\$40 plus copies
Recorder	Copies by staff	\$2 per page
Recorder	E-mailed copies	\$2 per page
Recorder	Digital copies	\$2 per page
Recorder	Fax	\$5 first page, \$2 per page after
Recorder	Certified Copy	\$10 per document
Recorder	Expedite Fee	\$30 per request
Recorder	Passport Photos (2)	\$15 (includes tax)
Recorder	Vitals - Birth Certificate	\$26 for certified copy \$19 for additional certified copy requested at same time/same person \$13 non-certified copy
Recorder	Vitals - Certificate of No Birth Record on File	\$16
Recorder	Vitals - Death Certificate/Fetal Death Report	\$13 for certified copy \$6 for additional certified copy requested at same time/same person \$13 non-certified copy
Recorder	Vitals - Certificate of No Death Record on File	\$13
Recorder	Genealogy Research	\$20 per hour
Recorder	Marriage License	\$115 per license \$40 per reduced fee license \$20 to correct/reprint any marriage paperwork \$9 for certified Marriage Certificate
Recorder	Ordination Papers recording fee	\$20
Recorder	Notary Commission	\$20 recording fee \$20 name/address change \$5 for Notary Certification
Recorder	Extended Hours Staff Fee	\$50 per hour (if staff is available)
Recorder	Abstractor's Continuation Certificate	\$75
Recorder	Abstractor's Original Certificate	\$100
Recorder	O & E Report (Includes Deed Copy)	\$75
Recorder	O & E Report (2 owner, includes deed copy)	\$100
Recorder	40 year search	\$150 plus copies
Sheriff's Office	Advance Fee: Writ of Execution	\$95
Sheriff's Office	Advance Fee: Writ of Recovery	\$150
Sheriff's Office	Advance Fee: Lien Sales	\$100
Sheriff's Office	Advance Fee: Vehicle Seizures	\$300 from Attorney \$500 Pro Se
Sheriff's Office	Civil Process Service - Personal Service/Non-Service - Posting	\$85 (5 attempts max) per person
Sheriff's Office	Writ of Execution Levy Fee (employer/bank)	15
Sheriff's Office	Writ of Execution Sale	\$100
Sheriff's Office	Commission of Execution	5% of total collected
Sheriff's Office	Mechanic Lien Sale	\$100
Sheriff's Office	Sheriff's Sale (Mortgage Foreclosure)	\$100
Sheriff's Office	Cancellation of Sheriff's Sale	\$50
Sheriff's Office	Postponement of Sheriff's Sale	\$10
Sheriff's Office	Redemption Fee	\$250
Sheriff's Office	Writ of Replevin	\$50 plus deputy time
Sheriff's Office	Writ of Restitution	\$50 plus deputy time
Sheriff's Office	Deputy time/Escort	\$85 per hour, per deputy (2hr min)
Sheriff's Office	Permit to Carry	\$65 County Resident \$100 Out of State \$35 Military/Law Enforcement
Sheriff's Office	Permit to Carry Renewal	\$ 45 County Resident \$75 Out of State \$30 Military/Law Enforcement
Sheriff's Office	Criminal History Check (local records only)	\$10
Sheriff's Office	Copy of Police Report	\$.25 per page
Sheriff's Office	Copy of Video	\$25 per DVD

Sheriff's Office	Copy of Photos	\$10 per CD \$2 per page (4 photos per page)
Sheriff's Office	Fax Fee	\$5 for 1-10 pages \$.25 per additional page
Sheriff's Office	Transcription	\$50 per hr (2hr min)
Sheriff's Office	Fingerprint Card	\$5 per card
Sheriff's Office	Jail Fee - Pay for Stay Prisoners	\$30 per day
Sheriff's Office	Jail Fee - Weekender Prisoners	\$90
Sheriff's Office	Jail Fee - Out of County Prisoners	\$60 per day (single) \$55 per day (single, contract rate) \$100 per day (Special Supervision Detainee)
Sheriff's Office	Jail - Booking Fee	\$10
Sheriff's Office	UA Tests	\$15
Sheriff's Office	Dangerous Dog	\$200 Initial \$50 Annual Renewal \$15 Warning Symbol \$15 Dangerous Dog Tag \$50 per hour - Hearing Officer
Surveyor	Survey work for private sector, cities and townships	\$65 per hour for County Surveyor \$50 per hour for Assistant County Surveyor
Surveyor	County-wide aerial imagery (digital)	\$525, includes county-provided storage device
Surveyor	Registered land surveys	\$80 plus \$5 per tract
Surveyor	Plat Review	\$150 per plat and/or condo plat plus \$15 per lot and/or condo unit - Incomplete applications may be charged hourly rate for review at County Surveyor's discretion
Environmental Services	Zoning Permit - Accessory Building or Accessory Addition	\$.15/sf, max charge \$300
Environmental Services	Zoning Permit - Dwelling or Addition	\$400 (included deck, porch, attached garage) \$150 for additions
Environmental Services	Septic Permits	\$200 for holding tank \$375 for Type I <2,500 gpd \$400 for Type III \$500 for Type IV \$400 for homeowner install holding tank \$750 for homeowner install non-holding tank \$500 for >2,500 gpd \$100 for modification of existing ISTS
Zoning	Public Hearing - Variance	\$500
Zoning	Public Hearing - Zoning Appeal	\$500
Zoning	Public Hearing - Conditional Use Permit	\$700
Zoning	Public Hearing - Interim Use Permit	\$700
Zoning	Public Hearing - Rezone	\$700
Zoning	Public Hearing - Ordinance Amendment	\$700
Zoning	Soil Erosion Control Plan	\$80 for Type I \$160 for Type II \$240 for Type III
Zoning	E911 Address Assignment	\$50
Zoning	Wetland Permits	\$150 for no loss or exemption \$300 for replacement or banking
Zoning	Noxious Weed Control	\$20 per Pesticide Applicator Test
Solid Waste and Recycling	Refuse (household garbage)	\$2 per 30 gal bag or under \$2.50 per 45 gal bag \$2 min
Solid Waste and Recycling	Demo/non-household	\$.15 per lbs. or \$18 per c.y.
Solid Waste and Recycling	Large Household Items	\$.15 per lbs. or \$18 per c.y.
Solid Waste and Recycling	Tire Disposal	\$2 per auto tire plus \$4 if on rim \$10 per semi/large truck/implement tire \$20 per tractor tire

Solid Waste and Recycling	Appliance	\$0 per item/residential \$20 per item/business \$20 per item/camper (gas or ammonia) plus \$50 per item if uncleaned
Solid Waste and Recycling	E-waste	\$0 residential \$.35 per lb/business
Solid Waste and Recycling	Mattresses & Box spring	\$5 per mattress if clean/recyclable \$15 per mattress if wet/soiled/unrecyclable
Solid Waste and Recycling	Hauler's License	\$50 per year
Wildcat Park	Seasonal Rates	\$300 per month/\$1500 per season plus tax and actual cost of electricity with \$275 electricity deposit required
Wildcat Park	Monthly Rate	\$425 per month
Wildcat Park	Electric Sites	\$40 per night
Wildcat Park	Primitive Sites	\$20 per night, per tent
Wildcat Park	Shelter Rental	\$50 per day, plus \$50 deposit
Wildcat Park	Boat Launch Fee	\$5 per day \$25 per season \$100 non-compliance fine
Wildcat Park	Non-Camper overnight parking fee	\$5 per night (pre-paid) \$25 per night non-compliance fine

BID RESULTS

Project Name: Houston County Highway Department Facility

Date: October 22, 2020

Work Category	Bidders	Bidder Location	Base Bid	Notes
13A: Pre-Engineered Metal Building (Supply Only)	American Buildings Company	El Paso, IL	\$ 384,010.00	
	APX Construction Group	Mankato, MN	\$ 540,300.00	Metallic Building

Work Category	Bidders	Bidder Location	Base Bid	Notes
13B: Fabric Covered Steel Framed Storage Building (Supply & Install)	Greystone Construction Company	Shakopee, MN	\$ 574,200.00	
	Legacy Building Solutions	South Haven, MN	\$ 305,112.00	Incomplete bid - did not include foundation
	Structures Unlimited	Stratford, WI	\$ 240,610.00	Incomplete bid - did not include foundation

Work Category	Bidders	Bidder Location	Base Bid	Notes
Alternate 13B: (1) 145' x 110' Building in lieu of (2) 72' x 110' Buildings	Legacy Building Solutions	South Havel, NN	\$ (22,121.00)	
	Greystone Construction Company	Shakopee, MN	\$ 48,680.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
31A: Sitework	Fraser Construction Co	Rochester, MN	\$ 974,770.00	
	Zenke, Inc.	La Crescent, MN	\$ 1,325,000.00	
	Nadeau Companies LLC	Hampton, MN	\$ 1,581,000.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
Unit Price 1: Excess Excavation	Fraser Construction Co	Rochester, MN	\$ 10.00	Per cubic yard
	Zenke, Inc.	La Crescent, MN	\$ 10.50	Per cubic yard
	Nadeau Companies LLC	Hampton, MN	\$ 12.00	Per cubic yard

Work Category	Bidders	Bidder Location	Base Bid	Notes
Unit Price 2: Compacted Fill	Fraser Construction Co	Rochester, MN	\$ 12.00	Per cubic yard
	Zenke, Inc.	La Crescent, MN	\$ 13.30	Per cubic yard
	Nadeau Companies LLC	Hampton, MN	\$ 19.00	Per cubic yard

Work Category	Bidders	Bidder Location	Base Bid	Notes
Unit Price 3: Recycle CMU Block	Nadeau Companies LLC	Hampton, MN	\$ 12.00	Per ton
	Fraser Construction Co	Rochester, MN	\$ 14.00	Per ton
	Zenke, Inc.	La Crescent, MN	\$ 18.00	Per ton



BID PACKAGE #1

Client: Houston County Highway Shop
Project Name: Maintenance Facility
Project Location: Caledonia, MN
Date: October 22, 2020

Professional Services	Schematic Design 8/28/2020	Bid Package #1 10/22/2020		Notes
Architectural/Structural/Civil Design	\$ 255,750.00	\$ 255,750.00		HSR with MEP Design
General Conditions	\$ 379,486.00	\$ 379,486.00		
Building Permits	\$ 2,000.00	\$ 2,000.00		
Bonding	\$ 51,489.00	\$ 54,843.00		
Builder's Risk Insurance	\$ 31,622.00	\$ 34,348.00		
Special Inspections and Testing	\$ 30,000.00	\$ 45,000.00		
Subtotal - Professional Services	\$ 750,347.00	\$ 771,427.00	\$ -	

Site Construction/Development	Schematic Design 8/28/2020	Bid Package #1 10/22/2020		Notes
Excavation/Backfilling/Site Utilities/Grading	\$ 525,000.00	\$ 974,770.00		Fraser
Soil Stabilization- Rammed Piers	\$ 75,000.00			
Existing Building Demolition	\$ 60,000.00			Fraser
Surveying and Layout	\$ 15,000.00	\$ 15,000.00		
Asphalt Paving	\$ 241,675.00	\$ 276,774.00		Includes asphalt paving in one (1) fabric structure
Gravel Surface	\$ 45,000.00			Fraser
Exterior Concrete	\$ 42,957.00	\$ 59,635.00		
T Panels - Storage Area	\$ 25,800.00	\$ 25,800.00		
Chain Link Fencing	\$ 75,250.00	\$ 75,250.00		
Landscaping	\$ 20,000.00	\$ 20,000.00		
Sheriff's Impound Building	\$ 30,000.00			Relocation by Houston County
Salt/Sand Storage - Hoop Structure	\$ 400,000.00	\$ 574,200.00		Greystone
Subtotal - Site Construction/Development	\$ 1,555,682.00	\$ 2,021,429.00	\$ -	

Building Construction	Schematic Design 8/28/2020	Bid Package #1 10/22/2020	Notes
Cast-in-Place Concrete	\$ 426,136.00	\$ 446,360.00	
Architectural Pre Cast Panels/Hollow Core Plank	\$ 165,525.00	\$ 175,899.00	
Concrete Masonry Units	\$ 50,422.00	\$ 62,346.00	
Metal Fabrications/Structural Metal Stud Framing	\$ 51,477.00	\$ 73,256.00	
Rough Carpentry and In Wall Blocking	\$ 70,777.00	\$ 70,777.00	
Plastic Laminate Casework and Countertops/Vanities	\$ 31,627.00	\$ 32,205.00	
Thermal Insulation	\$ 36,469.00	\$ 8,116.00	
EPDM/Membrane Roofing	\$ 43,200.00	\$ 44,800.00	
Metal Wall Panels	\$ 22,835.00	\$ 22,835.00	
Expansion Control and Caulking	\$ 23,691.00	\$ 23,691.00	
Hollow Metal Doors and Frames with Hardware	\$ 78,057.00	\$ 90,195.00	
Overhead Sectional Doors with Operators	\$ 54,000.00	\$ 72,000.00	
Aluminum Entrances and Windows	\$ 29,578.00	\$ 44,728.00	
Metal Stud Framing/Gypsum Board	\$ 131,891.00	\$ 142,321.00	
Finish Flooring/Base	\$ 43,200.00	\$ 43,200.00	
Acoustical Tile Ceilings	\$ 21,600.00	\$ 14,700.00	
Interior Paint	\$ 30,670.00	\$ 34,312.00	
Specialties/Toilet Compartments/Fire Extinguishers	\$ 12,078.00	\$ 11,425.00	
Exterior Signage	\$ 15,000.00	\$ 15,000.00	
Entrance Canopies	\$ 15,000.00		Included in Metals and EPDM Roofing
Window Blinds	\$ 5,700.00	\$ 4,500.00	
Pre Engineered Building and Insulation	\$ 1,061,295.00	\$ 1,094,003.00	
Overhead Crane	\$ 80,000.00	\$ 80,000.00	
Fire Suppression System	\$ 150,000.00	\$ 180,000.00	Added \$30,000 for fire pump
Plumbing	\$ 150,000.00	\$ 180,000.00	Includes \$30,000 for pump station
HVAC	\$ 261,600.00	\$ 261,600.00	
Electrical	\$ 450,000.00	\$ 454,000.00	
Subtotal - Building Construction	\$ 3,511,828.00	\$ 3,682,269.00	
Total Construction Budget	\$ 5,817,857.00	\$ 6,475,125.00	
Contingency of 5%	\$ 290,893.00	\$ 323,757.00	
Contractors Fee of 1.25%	\$ 76,360.00	\$ 84,987.00	
Total Construction Budget with Contingency	\$ 6,185,110.00	\$ 6,883,869.00	

Owner Direct Costs	Schematic Design 8/28/2020	Bid Package #1 10/22/2020	Notes
Truck Wash Equipment	\$ 35,000.00	\$ 35,000.00	
Vehicle Lift	\$ 40,000.00	\$ 40,000.00	
Brine Equipment	\$ 50,000.00	\$ 50,000.00	
Fuel Equipment	\$ 25,000.00	\$ 25,000.00	
Furniture, Fixtures, and Equipment	\$ 120,000.00	\$ 120,000.00	Includes \$20,000 for wiring equipment
Moving Expenses	\$ 20,000.00	\$ 20,000.00	
Subtotal- Owner Direct Costs	\$ 290,000.00	\$ 290,000.00	
Total Construction Budget	\$ 6,475,110.00	\$ 7,173,869.00	

FARM LEASE

THIS AGREEMENT, made this 20th day of October by and between "Houston County", party of the first part, Lessor; and Jamison Burg, party of the second part, Lessee; of the County of Houston, State of Minnesota.

WITNESSETH, that the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby demise, lease and let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises situated in the County of Houston, and State of Minnesota, viz:

17.63 acres more or less, of cropland owned by Houston County located adjacent to the runway at the Houston County Airport, being in Section 36-102-6 (Please refer to highlighted area on the attached map for a more specific depiction of the leased premises).
(Tax Parcel #P.03.1003.000)

TO HAVE AND TO HOLD, the above rented premises unto the said second party, their heirs and assigns, subject to the conditions and limitations hereinafter mentioned beginning on the 15th day of April 2021, with the terms of this Lease ending the 31st day of December 2025.

And the said second party agrees to and with the said first party to pay as rent for the above-mentioned premises, for and during the full term of this Lease, the **annual** sum of Two thousand, two hundred, twenty-one and 38/100----- (\$ 2,221.38) at Caledonia, Minnesota in yearly installments to wit:

Payment due in full at the Houston County Auditor's Office, 304 South Marshall Street, Suite 116, Caledonia, MN 55921 on or before April 15 of each year. Checks should be made payable to: Houston County Treasurer

It is further understood that the Lessee shall be responsible for payment of all real estate/personal property taxes on said parcel of property.

And it is further agreed, by and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this lease. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days notice, given by the said first party in writing, either delivered to second party or sent to him in a sealed envelope, duly

stamped and directed to him at

Burg's LLC – Jamison Burg, 9230 County 14, Caledonia, MN 55921

which is hereby declared by said second party to be his usual Post-office address. Said notice must be given following the removal of that years' crop or December 31st, whichever happens first.

And that said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said first party and that he will at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said second party also covenants and agrees to limit the use of the land to low level (4' or less) crops; to cultivate the hereby leased premises in as careful and husband-like manner.

The party of the second part is also to destroy all thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the first party or his agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, or to prepare for the succeeding crop, or for any other purpose whatsoever.

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peacefully and quietly have, hold and enjoy the said remised premises and the said second party agrees to utilize the cropland thereon for the term aforesaid. In the event of any rents due hereon being collected by suit, the second party further agrees to pay all expenses which may be incurred thereby.

As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this lease contained, said second party does hereby grant a security interest to said first party in all crops grown or growing on said premises during the term of this lease and in products and contract rights with respect thereto and all proceeds of each. Upon any default on the part of the said second party in paying said rent or in performing any of the covenants of this lease, and at any time thereafter, said first party shall have, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, and said first party may require said second party to assemble said property and make it available to said first party at a place to be designated by said first party that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorney's fees and legal expenses of said first party.

Lessor hereby reserves the right to terminate this lease by giving Lessee 30 day's written notice. Lessor shall only terminate this lease if Lessor determines that it would utilize the premises for any purpose other than cropland. Upon termination, Lessee shall have the

absolute right to remove any and all crops planted for that crop year or receive reasonable damages for loss of the crop for that crop year, so long as Lessee planted any crops. After removal of the crops or payment of reasonable damages, the Lessor's and Lessee's rights under this Lease Agreement shall terminate and neither party may seek additional damages thereof.

Words used in this instrument in the masculine gender include the feminine and neuter, the singular number includes the plural and the plural the singular.

Additional Terms:

The location and height of crops relative to Part 77 Obstruction Surfaces Areas to be kept free of any crops or farming equipment include the Transitional Surface, Runway Safety Area, Object Free Area and the Obstacle Free Zone.

In the event that the Lessee damages any airport surfaces, including but not limited to the causing of ruts in soft turf, leaving Foreign Object Damage (FOD) on airport ramps or taxiways, etc., the Lessee shall be solely responsible for any and all damages and the cost of repairs. Any repairs not immediately made by the Lessee may be made by the County and billed to the Lessee. Should the lessee fail to reimburse Houston County for the cost of repairs, the Lessee hereby agrees that the County shall have the right to assess the cost of the repairs on the Lessee's real estate taxes.

It is further understood that agricultural crops have a potential for attracting birds and other wildlife which may pose a hazard to aircraft. If birds or other wildlife become a problem because of agricultural operations on the airport, the FAA expects that the airport operator/owner immediately initiate remedial action. A non-certificated airport will be considered as having a wildlife problem if wildlife activity is significant enough to cause or result in a multiple bird strike, engine ingestion, or a damaging collision with wildlife other than birds. If a wildlife problem develops, the county engineer will arrange for a site visit by a wildlife biologist from either the USDA Animal Damage Control or the State wildlife agency. The site visit will determine if the wildlife problem is a result of agricultural crops and will recommend remedial measures to help alleviate the hazard. This remedial action may include the temporary or complete termination of the agricultural operation. If the above mentioned scenario does result in termination of the agricultural operation, the Lessee shall immediately plow under all crop residue and harrow the area smooth, and Houston County will reimburse the Lessee for the cost of the crops lost.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands the day and year hereinbefore written.

LESSEE

Jamison Burg

LESSOR

Houston County Board of Commissioners
By: Eric Johnson