

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: March 23, 2021

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

*Virtual meeting held due to Peacetime Emergency Declaration in response to COVID-19 Pandemic.

Members Present via Computer:

Dewey Severson, Eric Johnson, Robert Burns, Teresa Walter, and Greg Myhre

Others Present via Computer/Phone:

Auditor/Treasurer Donna Trehus, Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, Public Health and Human Services Director John Puggleasa, Public Health Supervisor Heather Myhre, Environmental Services Director Aaron Lacher, Chief Deputy Recorder Mary Betz, Board Clerk/Houston County EDA Director Allison Wagner, Environmental Specialist Amelia Meiners, Pest Mitigation and Response Section Manager MN MDA Danielle DeVito, Root River Soil and Water Conservation District Dave Walter, Caledonia City Clerk/Administrator Adam Swann, Max Forester, Area Wildlife Supervisor MN DNR Brandon Schad

Presiding: Chairperson Burns

Call to order.

Pledge of Allegiance.

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

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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Motion was made by Commissioner Johnson, seconded by Commissioner Severson, motion unanimously carried to approve the board meeting minutes from March 9, 2021.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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Motion was made by Commissioner Severson, seconded by Commissioner Walter, motion unanimously carried to approve the workgroup session from March 16, 2021.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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Public Comment: Dave Walter told the board that he had received his COVID-19 vaccine from Houston County Public Health and they had done a great job.

Public Health and Human Services Director Pugleasa and Public Health Supervisor Myhre provided an update on the COVID-19 pandemic and response from Public Health and Human Services. They shared that Public Health was continuing to vaccinate residents. It was becoming more challenging to determine eligibility, and they were relying on residents to provide information to them. Pugleasa said it was still important to social distance and wear a mask even after being vaccinated, and that this should be done until the community reached herd immunity.

CONSENT AGENDA

Commissioner Walter moved, Commissioner Johnson seconded, motion unanimously carried to approve the consent agenda as listed below:

- 1) Accept the resignation of James Gardner, Environmental Services Specialist effective the end of the business day March 16, 2021. (Kruger)
- 2) Approve initiating a competitive search for a probationary Environmental Services Specialist. (Kruger)
- 3) Extend the Paid Leave for Coronavirus, granting employees up to 80 hours of sick leave through May 31, 2021. (Kruger)

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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At 9:30 a.m. Kimberly Thielen from the Minnesota Department of Agriculture (MDA) provided information on upcoming Gypsy Moth treatments in Houston County. She said Gypsy Moths are invasive and one of the most destructive pests in the U.S. MDA was working to slow the population spread in the U.S. A product called SPLAT GM-O would be used to slow the spread in Houston County. The product is organic, biodegradable, and used to disrupt mating. Residents who live in areas where the product would be used would be notified by MDA.

At 9:50 a.m. Dave Walter from the Root River Soil and Water Conservation District gave an update on what the District had done in 2020 and was planning for in 2021. He shared with the board that the district had been around for 82 years. Walter also highlighted the staff. He shared that they managed over 20 programs through their office. Some of the projects they have worked on or are currently working on included the Wetland Conservation Act, helping manage the Water Plan, Aquatic Invasive Species Program, Cover Crop Program, Feedlot Program, Brush Management Program, and more.

ACTION ITEMS

File No. 1 – Commissioner Walter moved, Commissioner Severson seconded, motion unanimously carried to approve Resolution 21-21 for County purchase of approximately 19.2 acres from Tim Bichel to add to the Root River Wildlife Management Area. Resolution is below.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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Resolution 21-21
Houston County
Board of County Commissioners
Review of Proposed State Land Acquisition

In accordance with; Minnesota Statutes 84.944, Subd. 3, 97A.145, Subd. 2, and 97C.02 the Commissioner of the Department of Natural Resources on 3/9/2021, provided the county board with a description of lands to be acquired by the State of Minnesota for Wildlife Management Area purposes.

Lands to be acquired are described as follows:

All that part of the East Half of the Southeast Quarter of Section 31, Township 104 North, Range 4 West, Houston County, Minnesota, lying north of the Root River, EXCEPTING THEREFROM the following described parcels:

Parcel 1:

Beginning at a point 660 feet south of the northeast corner of the Southeast Quarter of said Section 31; thence West 330 feet; thence South 980 feet to the north bank of the Root River; thence East 330 feet along the river; thence North 980 feet to the place of beginning and there terminating.

Parcel 2:

The North Half of the Northeast Quarter of the Southeast Quarter of said Section 31.

Subject to easements, reservations, and restrictions, if any, of record.
Containing 18.57 acres, more or less.

Further subject to the proprietary and sovereign rights of the State of Minnesota in all that portion of the land lying below the natural ordinary high watermark of the Root River; not intending however, to deprive the fee owners of the usual riparian rights that attach to the land riparian to the navigable public body of water incident to the ownership thereof.

This is a preliminary version of the legal description. This description is intended to generally describe the property in the proposed transaction. However, the final legal description is subject to change for reasons including but not limited to correcting errors, ensuring accuracy, and/or after property surveying.

File No. 2 - Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to award the low bid for SAP 028-599-099 to Icon Constructors, LLC in the amount of \$926,789.00 for a replacement on Freeburg Ridge Road in Crooked Creek Township.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 3 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to negotiate a 5-year Master Agreement Contract with Bolten and Menk as an airport consultant and Work Order #1 for the Environmental Review. Consultant selection is required in order to utilize FAA and MnDOT Aeronautics Funds for engineering on future airport projects.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 4 - Commissioner Severson moved, Commissioner Myrhe seconded, motion carried 4-1 to approve hiring John Campe as an appraiser for the airport. Having the property appraised would be the first step in a possible plan to purchase approximately 7 acres of land for airport improvements.

Dist. 1:	Yes	Dist. 2:	No	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 5 - Commissioner Walter moved, Commissioner Johnson seconded, motion unanimously carried to approve the 2021-2023 Labor Agreement between Law Enforcement Services, Inc. Local #60 (Non-licensed Jailers/Dispatchers Unit) and County of Houston.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 6 - Commissioner Johnson moved, Commissioner Walter seconded, motion unanimously carried to approve the 2021-2023 Labor Agreement Minnesota Association of Professional Employees (MAPE) and the County of Houston.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 7 - Commissioner Walter moved, Commissioner Severson seconded, motion carried 3-2 to approve a contract with G-Cubed services for Septic Inspection Services. Commissioner Burns voted yes saying this was a stop-gap measure to help the department. Commissioners Johnson and Myhre voted no with Commissioner Johnson stating he wanted to explore other avenues before entering an agreement.

Dist. 1:	Yes	Dist. 2:	No	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	No
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File No. 8 - Commissioner Walter moved, Commissioner Severson seconded, motion unanimously carried to approve Resolution 21-22 Transfer of Real Property in Houston County to the City of Caledonia. The resolution is below.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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RESOLUTION NO. 21-22

TRANSFER OF REAL PROPERTY IN HOUSTON COUNTY TO THE CITY OF CALEDONIA

WHEREAS, there is a property within the City of Caledonia, Houston County, Minnesota as follows:

Parcel ID# 21.0022.000

The West Sixty (60) feet of the South Sixty (60) feet of Lot One (1) in Block Two (2) of the Original Plat of the Village of Caledonia;

Together with an easement over and across the West Ten (10) feet of the East Sixty (60) feet of the West 120 feet of the South Sixty (60) feet of Lot One (1) Block Two (2) of the Original Plat of the Village of Caledonia.

WHEREAS, Houston County has accepted a Quit Claim Deed from property owners, John H. Hauser Sr. and Diane Hauser, husband and wife that conveys ownership of the above described parcel to Houston County.

WHEREAS, a special assessment of \$33,594.06 for the removal of the hazardous building was placed on Parcel ID #21.0022.000 per the request of City Administrator, Adam Swann on February 22, 2021.

WHEREAS, the City of Caledonia has requested to purchase the parcel as described above for the fair market value price of \$13,200.00 by means of a Quit Claim Deed.

WHEREAS, the proceeds from the sale price will pay all delinquent taxes and the remaining balance will be applied to the assessment that was placed on the property.

WHEREAS, the City of Caledonia as represented by City Administrator, Adam Swann, intends to waive the remaining portion of the special assessment not repaid to the City from the sale proceeds documented in the City's letter dated March 5, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the County of Houston accepts the request for the current fair market value (\$13,200.00) as purchase price from the City of Caledonia and approves the conveyance of Parcel 21.0022.000 from Houston County to the City of Caledonia.

DISCUSSION ITEMS

Chairman Burns said there was a boiler that was down at the County Justice Center. The boiler would need to be replaced as parts were not available to fix it. The cost was estimated to be around \$51,000.00.

There being no further business at 11:55 a.m., a motion was made by Commissioner Myhre, seconded by Commissioner Johnson, unanimously carried to adjourn the meeting. The next meeting would be a Regular Board Meeting on April 6, 2021.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

County Board Agenda Request for April 6, 2021 - Consent

Holly Felten

Fri 3/26/2021 1:24 PM

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

Cc: Aaron Lacher <Aaron.Lacher@co.houston.mn.us>;

 1 attachments (1 MB)

Generation X License Application and Delivery Agreement.pdf;

Allison –

Aaron will need a Board appointment for April 6, 2021 for the Generation X Construction License Application and Delivery Agreement.

Holly Felten

Houston County Environmental Services

304 South Marshall Street – Room 209

Caledonia, MN 55921

Phone: (507) 725-5800

Fax: (507) 725-5590

**HOUSTON COUNTY
AGENDA REQUEST FORM
April 6, 2021**

Date Submitted: 04.01.2021

By: Tess Kruger, HRD/Facilities Mgr.

APPOINTMENT REQUEST

- None

HR CONSENT AGENDA REQUEST

Assessor's Office

- Approval to conduct a competitive search for an Appraiser Trainee

Auditor/Treasurer's Office

- Change the employment status of Kathlene Barnet, Deputy Auditor/Treasurer-License Center, from probationary to regular, effective April 21, 2021

Highway Department

- Reappoint Brian Pogodzinski, County Engineer to a 4 year term pursuant to Minn. Stat. 163.07, effective May 1, 2021 through April 30, 2025
- Reassign Christopher Hartley, from Highway Maintenance Specialist B23-2 to Maintenance Foreman C41, Step 2, effective April 12, 2021
- Approve initiating a competitive search for a probationary Highway Maintenance Specialist

Recorder's Office

- Hire Gerry Klug as a temporary/casual Technical Clerk B-21, Step 5. (on call basis as may be needed)

Reviewed by:

 X HR Director

 X Finance Director

 IS Director

 County Attorney

 Environmental Svcs

County

Sheriff

County

Engineer

PHHS

Other
(indicate
dept)

Recorder,
Assessor,
A/T

Recommendation:

Decision:

HOUSTON COUNTY

AGENDA REQUEST FORM

April 6, 2021

Date Submitted: 04.02.2021

By: Donna Trehus, Auditor/Treasurer

CONSENT AGENDA REQUEST:

1. Add Dennis Yeiter, La Crescent, Mn to the "Parks Committee" as a community member effective immediately.
2. Publish and post "Notice of Public Hearing" to amend the Wildcat Park Ordinance No. 9. – Park Rules and Regulations for Wildcat Park. The required public hearing will be scheduled for April 27th at 10:00 a.m. during the regularly scheduled Board of Commissioner's meeting. A copy of proposed changes will be available at the Houston County Auditor's office.

Attachments: Notice of Public Hearing

ACTION ITEM:

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

PUBLIC NOTICE

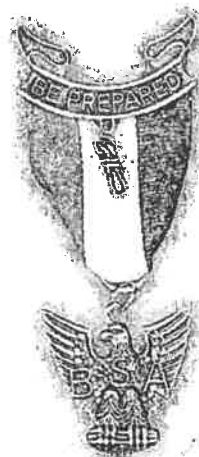
Notice is hereby given that the Houston County Board of Commissioners will hold a public hearing at 10:00 a.m. on Tuesday, April 27, 2021. Participants are encouraged to participate remotely (phone and link will be available on the county website), but may also attend in person in the Commissioner's Room, Courthouse, Caledonia, MN, to consider updating Ordinance No. 9. - Park Rules and Regulations for Wildcat Park. Specifically, the board will consider changes to the Seasonal Site Policy, and the number of seasonal campsites. For a copy of the proposed changes, contact the Houston County Auditor's Office at (507) 725-5803.

By: Donna Trehus
Houston County Auditor-Treasurer

Advertise: Week of April 5, 2021

Please forward Affidavit of Publication

Posted:



Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Tanner William Kubitz

Eagle Scout Service Project Name Botcher Park Fence

Eagle Scout Requirement 5

While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than the Boy Scouts of America.) The project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the *Eagle Scout Service Project Workbook*, No. 512-927, in meeting this requirement.

Instructions for Preparing Your Proposal

Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

1. ***It provides sufficient opportunity to meet the Eagle Scout service project requirement.*** You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.
2. ***It appears to be feasible.*** You must show the project is realistic for you to carry out.
3. ***Safety issues will be addressed.*** You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.
4. ***Action steps for further detailed planning are included.*** You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.
5. ***You are on the right track with a reasonable chance for a positive experience.***

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the *beginnings* of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces “not applicable.” As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

Consider also, that if you submit your proposal too close to your 18th birthday, it may not be approved in time to finish planning and executing the project.

Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, “Navigating the Eagle Scout Service Project.” This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

“Navigating the Eagle Scout Service Project” will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan.

Again, be sure to read carefully “Navigating the Eagle Scout Service Project” so you will have a full understanding of the role of your beneficiary.

Next Step: Your Project Plan

Once your proposal is approved, you are ***strongly encouraged*** to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It's ok for you to work with them as well. The more coaching you get, the better your results will be.

Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to one another. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

Eagle Scout Candidate

Name: Tanner William Kubitz		Birth date: 5/19/2004	
Email address: 15footballman@gmail.com		BSA PID number*:	
Address: 8621 Golfview Dr	City: Houston	State: MN	Zip: 55943
Preferred telephone(s): 507-703-8647		Life board of review date:	

* BSA PID No., found on the BSA membership card

Current Unit Information

Check one: <input checked="" type="checkbox"/> Troop <input type="checkbox"/> Crew <input type="checkbox"/> Ship	Unit Number:
Name of District: Houston Boy Scout Troop 53	Name of Council: Gateway Area Council
Unit Leader Check one: <input checked="" type="checkbox"/> Scoutmaster <input type="checkbox"/> Crew Advisor <input type="checkbox"/> Skipper	
Name: Byron Frauenkron	Preferred telephone(s): 507-896-3769
Address: 5916 Old 16 Rd	City: Houston State: MN Zip: 55943
Email address: abfrauenkron@yahoo.com	

Unit Committee Chair

Name: Nathan Nelson	Preferred telephone(s): 507-458-7336
Address: 409 S Sherman St	City: Houston State: MN Zip: 55943
Email address: nnelson320@hotmail.com	

Unit Advancement Coordinator (If your unit has one)

Name:	Preferred telephone(s):
Address:	City: State: Zip:
Email address:	

Project Beneficiary (Name of religious institution, school, or community)

Name: Botcher Park	Preferred telephone(s):
Address: 9497 Hwy 10	City: Houston State: MN Zip: 55943
Email address:	

Project Beneficiary Representative (Name of contact person for the project beneficiary)

Name: Dick Walters	Preferred telephone(s): 608-790-0379
Address: 550 Skunk Hollow Road	City: La Crescent State: MN Zip: 55947
Email address: waltrtm@acegroup.cc	

Your Council Service Center

Contact name:	Preferred telephone(s):
Address:	City: State: Zip:

Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name:	Preferred telephone(s):
Address:	City: State: Zip:
Email address:	

Project Coach (Your council or district project approval representative may help you learn who this will be.)

Name: Terri DeBoer	Preferred telephone(s): 507-459-9856
Address: 1527 Clinton Rd	City: Houston State: MN Zip: 55943
Email address: terrideboer@gmail.com	

Project Description and Benefit

Briefly describe your project.

Installing a 175 ft. cross-buck fence at Botcher Park in Houston County. The fence will be in between the park and the parking lot to keep unwanted motorized vehicles out of the park.

Attach sketches or "before" photographs if these will help others visualize the project.

Please click below to add images (JPEG, JPG, BMP, GIF, TIF, PNG, etc.)



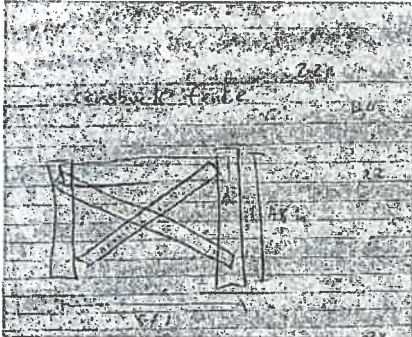
00000000.jpg
10/17/2020 10:10
10/17/2020 10:10

00000000.jpg

Click above box to add an image. Click here to add an image caption.



Click above box to add an image. Click here to add an image caption.



Click above box to add an image. Click here to add an image caption.

Tell how your project will be helpful to the beneficiary. Why is it needed?

The fence will keep out unwanted vehicles so the trails will stay safe for hikers and in good hiking condition.

When do you plan to begin carrying out your project? April 2021

When do you think your project will be completed? May 2021

Giving Leadership

Approximately how many people will be needed to help on your project? 20 scouts and 5 adults

Where will you recruit them (unit members, friends, neighbors, family, others)? Explain:

The majority of the help will be unit members, leaders, and also my family members.

What do you think will be most difficult about leading them?

The most difficult will be keeping the members on task.

Materials

Materials are things that become part of the finished project, such as lumber, nails, and paint.

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, include basic dimensions such as 2 x 4 or 4 x 4.

12 - 8ft 4x4 boards

22 - 8ft 2x6 boards

22- 16ft 2x4 boards

screws

nuts

bolts

Supplies

Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies, and garbage bags.

What kinds of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

tape measures, first aid kit, lunch, water, garbage bags

Tools

Include tools, and also equipment, that will be borrowed, rented, or purchased.

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

post hole digger, auger, skid steer, shovels, drills, screws

Other Needs

Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc.

What other needs do you think you might encounter?

Fill or gravel for the post.

Permits and Permissions

Note that property owners should obtain and pay for permits.

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

I will be contacting the Houston County Board of Commissioners to present my project and get permission from them.

Preliminary Cost Estimate

You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated material, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

Enter estimated expenses below: (Include sales tax if applicable)		Fundraising: Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.
Materials:	\$650.00	Project to be paid by the County Board.
Supplies:	\$0.00	
Tools:	\$0.00	
Other:	\$50.00	
Total costs:	\$700.00	

Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution, and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient.

1.	Prepare the project plant
2.	Present and get approval from the Houston County Board of Commissioners
3.	Purchase materials
4.	Arrange for deliver or pick up materials
5.	Arrange for tools to be brought to sight
6.	Dig holes and install posts
7.	Assemble cross arms and boards between posts
8.	Clean up site

Logistics

How will you handle transportation of materials, supplies, tools, and helpers?

Borrow tools and supplies from adults. Parents will drop off scouts at work site. Materials will be picked up with pickup or delivered to the site.

Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns you and your helpers should be aware of.

Working with scouts will be supervised by the adults.

Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example "Complete a more detailed set of drawings."

I will purchase the material and getting my dad to help deliver the lumber. Gather the materials and tools and bring to the site. Members and helpers will be bringing shovels. Dig holes and install posts. Install cross arms in between the poles. Clean up the area after the project is finished.

Candidate's Promise* Sign below before you seek the other approvals for your proposal.

On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 5. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chosen as beneficiary.

Signed

Date

February 21, 2021

*Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project proposal has been approved.

Unit Leader Approval*

I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development, and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.

Signed

Date

Name (Printed)

Unit Committee Approval*

This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can to see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.

Signed

Date

Name (Printed)

Beneficiary Approval*

This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) that we have agreed to. We understand any fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.

Our Eagle candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries."

☐ Yes

☐ No

Signed

Date

Name (Printed)

Council or District Approval

I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the *Guide to Advancement*, No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and share it with the designated project coach.

Signed

Date

Name (Printed)

While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (). Council or district approval, however, must come after the others.

Work Processes

Prepare a step-by-step list of what must be done and how everything comes together: site preparation, sizing, assembly, fastening of materials, finishes to be used (paint, varnish, etc.), uses of supplies and tools, etc. Your project coach may be able to assist.

Attachments

If you are unable to attach items within this workbook, or if they don't attach to your satisfaction, please put them in separate documents that you may send along with your workbook. Attachments might include such things as additional plans, drawings, diagrams, maps, and pictures that will help you carry out your project. They may also be helpful to your workers, your coach, the project beneficiary, and to your board of review. Drawings, if needed, should be to scale. If you are planning an event or activity, something like a program outline or a script would be appropriate.

Click above box to add an image. Click here to add an image caption.	Click above box to add an image. Click here to add an image caption.

Permits and Permissions

If you will need permissions or permits*, what is being done to obtain them, and when will they be issued?

County Board Permission - on April 6th at meeting 9:30am

*Could include building or electrical permits, dig permits, event permits, permission to access property, wilderness or back country permits, etc.

Materials List each item, description, quantity, unit cost, total cost, and source. For donated items show value in cost columns. See example.

Plywood	3/4", 4'x8', B-C interior grade	3	20.00	60.00	ABC Hardware donation*
Item	Description	Quantity	Unit Cost	Total Cost	Source
12	8 ft 4x4 Boards	12	14.00	168.96	Low's
22	8 ft 2x6 Board	22	11.45	251.90	
22	8 ft 2x4 Board	22	10.19	224.16	645.02
					Menards
					739.00
					rebate 33.66
Total cost of materials					

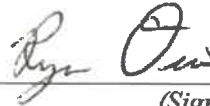
*If you plan for donations such as the one shown in the example above, you will most likely need to submit the Eagle Scout Service Project Fundraising Application. It can be found later in this workbook.

**HOUSTON COUNTY
SOLID WASTE COLLECTION AND TRANSPORTATION
LICENSE APPLICATION**

Generation X Construction, LLC does hereby apply for a license for a term of nine (9) months, from March 24, 20 21 to December, 31, 20 21 to conduct the business of solid waste collection and transportation, and to that end represents and states as follows:

That said applicant makes this application pursuant to the requirements and provisions of the HOUSTON COUNTY SOLID WASTE ORDINANCE, and hereby agrees to observe and obey the same.

Dated March 24, 20 21



(Signature of Applicant)

Ryan Oian

(Applicant's Name)

Address PO Box 490
(P.O. or Street)

Rushford,
(City)

PRINTED
MN

(State)

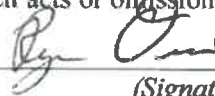
55971

(ZIP)

VERIFICATION AND INDEMNIFICATION

STATE OF MINNESOTA
COUNTY OF HOUSTON SS.

Ryan Oian, being duly sworn, on oath states: that s/he is authorized to make this verification and indemnification; that the statements made in this application and accompanying documents are true; and that, should such license be issued, that the Board and Houston County, their directors, officers, employees, and agents shall be indemnified and held harmless from and against any and all claims or causes of action that may arise as a result of acts or omissions of the licensee; and further that this obligation to indemnify and hold harmless the Board and Houston County shall include the obligation to reimburse the Board and Houston County for reasonable attorney's fees, costs and disbursements that it may incur as a result of having to defend itself against any claim or cause of action brought against the Board and Houston County as a result of such acts or omissions.



(Signature of Applicant)

NOTARY PUBLIC

{SEAL}

Subscribed and Sworn to Before Me this

25 day of March, 20 21



APPLICANT INFORMATION SHEET

Owner's Phone Number: 507-429-3755

Acceptable Waste	
Construction and Demolition Debris	X
Major Appliances	
Mixed Municipal Solid Waste	
Non-Processible Waste	
Problem Materials	
Recyclable Materials	
Unacceptable Waste	
Yard Waste	
Other Solid Wastes	

APPLICATION FOR A HOUSTON COUNTY COLLECTION
TRANSPORTATION AND DISPOSAL LICENSE

APPLICANT INFORMATION SHEET – (Continued)

3. Types of Generators from which Materials will be collected and transported:
(Check all that apply)

Residential	<u>X</u>
Commercial Businesses	<u>X</u>
Industries	<u>X</u>
Farms	<u>X</u>
Hospitals, Medical, Dental or Veterinary Clinics	<u>X</u>
Schools, Churches, Government Offices or other Institutions	<u>X</u>

4. Attach schedule of rates and charges.

5. Vehicle fleet to be covered by license: (Attach additional report if necessary. Update when new vehicles are acquired.)

Make	Model	Year	License #	Capacity (cu yd)	Type (Compactor, Roll-off, other)
<u>PTRB</u>	<u>567</u>	<u>2021</u>	<u></u>	<u>Walking Floor (100 cu yd) or Side Dump (18 cu yd)</u>	<u>Semi with trailer</u>
<u>FRHT</u>	<u>Cascadia</u>	<u>2015</u>	<u></u>	<u>Walking Floor (100 cu yd) or Side Dump (18 cu yd)</u>	<u>Semi with trailer</u>
<u>FORD</u>	<u>L9500</u>	<u>1998</u>	<u></u>	<u>12 cu yd</u>	<u>Dump Truck</u>
<u>FORD</u>	<u>9522</u>	<u>1998</u>	<u></u>	<u>12 cu yd</u>	<u>Dump Truck</u>

6. Describe routes that will be followed in license year between collection area and disposal facility for regular collection services (for example between Hokah and the RDF facility in La Crosse). If different routes will be used for different types of generators this must be included in the report (for example residential compared to commercial pick-ups).

APPLICATION FOR A HOUSTON COUNTY COLLECTION
TRANSPORTATION AND DISPOSAL LICENSE

APPLICANT INFORMATION SHEET – (Continued)

7. Insurance Coverages: Attach copies of certificates, policies or other instruments demonstrating insurance coverages required by Section 6.3 of the Solid Waste Ordinance.
8. Annual License Fee of **\$50.00** must be submitted with this Application.
9. Solid Waste Collection and Transportation licenses are non-transferrable.
10. County Solid Waste Collection and Transportation licenses do not supersede the need for and requirements of municipal licenses in the County.

70513290.2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER North Risk Partners 2048 Superior Drive NW Suite 100 Rochester MN 55901		CONTACT NAME: Cheryl Michelli PHONE (A/C No. Ext): (507) 288-7600 FAX (A/C No.): (507) 535-3130 E-MAIL: cheryl.michelli@northriskpartners.com ADDRESS:	
INSURED Generation X Construction, LLC PO Box 490 Rushford MN 55971		INSURER(S) AFFORDING COVERAGE INSURER A: Owners Ins. Co. NAIC # 32700 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2020-21 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		08316976	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5031613500	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5214489800	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08199740	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine (Contractors Equipment)			08316976	04/01/2020	04/01/2021	SEE DESCRIPTION BELOW

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
Houston County is an Additional Insured in respect to the General Liability coverage when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Houston County 302 South Marshall Street Caledonia MN 55921	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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HOUSTON COUNTY SOLID WASTE DELIVERY AGREEMENT

PARTIES

This Waste Delivery Agreement ("Agreement"), which is effective as of March 24, 2021, is made by and between Houston County ("County"), a Minnesota county, 302 South Marshall, Caledonia, Minnesota 55921, and

Generation X Construction, LLC

(legal name)

d/b/a

(the "Hauler"),

PO Box 490

Rushford, MN 55971

(address)

(sole proprietorship, partnership or corporation organized under the laws of the State of Minnesota),

RECITALS

WHEREAS, Houston County is party to a Solid Waste Disposal Agreement with La Crosse County, Wisconsin that requires Houston County to deliver all Acceptable Solid Waste generated in the County to the Xcel Energy Refuse-Derived Fuel ("RDF") Resource Recovery Facility ("Facility") and all Non-Processible Waste to the La Crosse County Landfill ("Landfill"), (together, the "Facilities"); and

WHEREAS, the County wishes to assure the protection of the environment and protect against environmental liability for itself and residents, businesses and institutions in the County by assuring delivery of all Acceptable and Non-Processible Waste generated in the County to the Facilities; and

WHEREAS, it is the desire of Houston County to reduce the volume of Solid Waste generated in the County and to recover resources and energy contained in such Waste to the maximum extent appropriate; and

WHEREAS, the County has the authority to enter into a delivery agreement with the Hauler, pursuant to Minn. Stat. chaps. 115A, 145A, 116 and 400; and

WHEREAS, the Hauler desires to enter into an agreement with the County to deliver Acceptable and Non-Processible Waste to the Facilities; and

WHEREAS, entering into this Agreement will be mutually beneficial to both the Hauler and the County by providing, among other mutual benefits, a greater certainty that such Waste collected by the Hauler will be delivered to and accepted by the Facilities.

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, and in order to permit Houston County to accomplish the goals and objectives set out in Minn. Stat. Chaps. 115A, 145A, 116 and 400, the parties agree as follows:

ARTICLE I. TERM

This Agreement shall commence on its effective date and continue through June 30, 2023, unless terminated earlier pursuant to this Agreement.

ARTICLE II. DEFINITIONS

- A. **"Acceptable Waste"** means all Solid Waste generated and collected in the Service Area except that Acceptable Waste shall not include Unacceptable Waste and Non-Processible Waste.
- B. **"Facility"** means the Refuse-Derived Fuel Facility constructed and operated by Xcel Energy in La Crosse, Wisconsin.
- C. **"Facilities"** means the Facility and the Landfill.
- D. **"Hazardous Waste"** is Waste that is defined as hazardous by local, Wisconsin, Minnesota or Federal law.
- E. **"Holidays"** are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- F. **"Landfill"** means the Solid Waste Landfill owned and operated by La Crosse County.
- G. **"Non-Processible Waste"** means Solid Waste generated and collected in the Service Area that cannot be processed by the Facility due to its physical characteristics or harmful impact on the Facility, including: steel banding; baling wire; tree trunks or logs or other bulky Waste greater than 6 inches in diameter, or 4 feet in length, or weighing over 100 pounds; propane tanks of any size; aerosol cans in quantity; pressurized tanks; fencing materials; plastics in significant quantity; major parts of motor vehicles; trailers; agricultural equipment, marine vessels or similar items; farm or other large machinery; asbestos or asbestos containing materials, contaminated soil, construction and demolition debris; and Waste, except paper products, from the following establishments: service stations, auto paint shops, chemical plants, plastic processing plants and textile plants.

- H. **"Recyclable Material"** means materials that are separated from solid waste for the purpose of recycling, including paper, glass, plastics, metals, automobile oil, and batteries.
- I. **"Service Area."** The area subject to this Agreement is all of Houston County.
- J. **"Solid Waste"** means garbage, refuse, trash, rubbish and other Waste that is not Hazardous Waste from residential, commercial, industrial, and community establishments that is generated and collected in aggregate in the Service Area, but does not include: auto hulks, street sweepings, ash, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed and disposed of as separate waste streams.
- K. **"Tipping Fee"** is the fee charged to the Hauler for use of the Facilities.
- L. **"Unacceptable Waste"** means Solid Waste that is generated and collected in the Service Area that may cause damage to or materially adversely affect the operation of the Facility and/or the Landfill as determined by the Facility, La Crosse County and Houston County, including, but not limited to:
- (i) Cleaning fluids, crank case oils, cutting oils, paints, acids, caustics, poisons or drugs.
 - (ii) Any Hazardous Waste or Waste defined as hazardous in 40 C.F.R. Section 261.3 (as amended) or by the U.S. Environmental Protection Agency, or classified as a toxic substance or toxic waste, or prohibited for incineration by any local, state or federal agency having jurisdiction over the Facility.
 - (iii) Radioactive Waste or materials or hazardous waste regulated under 52 U.S.C. Section 6921-6925 and regulations adopted thereunder, or any other Federal, state or local law.
 - (iv) "Hazardous substances" defined in 42 U.S.C. 6901 et seq. and any regulations promulgated thereunder.
 - (v) Wastes requiring special handling to comply with applicable local, state or Federal law, including (A) pathological, biological, infectious, or explosive materials; (B) oil sludges; (C) cesspool or human Waste; (D) human or animal remains or Waste.
 - (vii) Waste with excess moisture and any type of Waste either smoldering or on fire or at its kindling point or in the process of initiating combustion.

- (viii) Other materials that may be established as Unacceptable from time-to-time by La Crosse County, Houston County or the Facility.
- M. "Waste" means any type of waste material.

ARTICLE III. REPRESENTATIONS

A. HAULER REPRESENTATIONS

1. The Hauler is a sole proprietorship
(sole proprietorship, corporation, partnership)
duly organized, validly existing, and properly qualified to do business under the laws of the State of Minnesota.
2. The Hauler has full power and authority to execute the Agreement and such execution constitutes a binding legal obligation of the Hauler that is fully enforceable in accordance with its terms and conditions.
3. The execution of the Agreement does not conflict with any other agreement, indenture, or instrument to which the Hauler is a party.
4. Based upon its collection and delivery records, written contracts or other evidence satisfactory to Houston County, the Hauler collects or transports an average annual tonnage of N/A of Acceptable Waste, and an average annual tonnage of N/A Non-Processible Waste in the Service Area.
5. The Hauler has or will obtain all equipment and personnel necessary to fulfill its obligations under this Agreement, and will maintain all accounting and billing systems necessary to fulfill its obligations under this Agreement and under applicable ordinances, and will further fully comply with all applicable licenses, permits, laws or ordinances, including any ordinances of the County relating to solid waste service charges.
6. In accordance with the terms of this Agreement, the Hauler is able to deliver to the Facility all Acceptable Waste and Non-Processible Waste collected by it from all of its present and future customers in the Service Area.

B. BOARD REPRESENTATIONS

1. Houston County is a Minnesota County, organized pursuant to Minnesota Statutes Chap. 373.

2. The execution of this Agreement by the Chair of Houston County has been duly authorized and approved by the Houston County Board of Commissioners.

ARTICLE IV. COMPLIANCE WITH REGULATORY REQUIREMENTS

- A. The Hauler shall at all times operate its business of collecting, transporting and disposing of Waste in compliance with all applicable local, state, and federal laws, rules, regulations and ordinances.
- B. The Hauler shall obtain and maintain all necessary licenses, permits and other authorizations required by the County, each municipality or township within the County, the Minnesota Pollution Control Agency ("MPCA") and any other governmental agency having jurisdiction over its activities.
- C. The Hauler shall collect any service charges from its customers that are assessed by the County upon waste generators within the Service Area, and required to be collected by Hauler.

ARTICLE V. OPERATIONS

A. DELIVERY OF ACCEPTABLE WASTE AND NON-PROCESSIBLE WASTE

1. Except as otherwise provided in this Agreement, the Hauler agrees to deliver any and all Acceptable Waste that it collects in the Service Area to the Facility. Hauler further agrees to deliver any and all Non-Processible Waste that it collects in the Service Area to the Landfill. Hauler will notify Houston County in writing if Hauler anticipates substantial changes in the anticipated tonnage or type of Waste to be delivered to the Facilities at least two (2) weeks in advance. The Hauler agrees that it will not deliver Acceptable or Non-Processible Waste generated in the Service Area to another facility unless directed by Houston County to do so.
2. The Hauler must deliver directly to the Facilities.
3. The Hauler agrees not to deliver any Unacceptable Waste to the Facilities. The Facility will not accept any Waste that does not constitute Acceptable Waste. The Facilities shall have the right, but not the obligation, to inspect all vehicles delivering Waste to the Facilities. No inspection by the Facilities shall limit the obligation of the Hauler to deliver only

Acceptable Waste to the Facility and Non-Processible Waste to the Landfill.

4. The Hauler agrees that it will not mix Waste generated outside the Service Area with Waste generated inside the Service Area, unless mutually agreed to in writing by the parties. The Hauler agrees that the Facilities shall reject any and all loads containing Waste generated outside the Service Area that have not received the prior written approval of Houston County.
5. The Hauler is not obligated by this Agreement to deliver to the Facility Recyclable Materials that have been separated from the Acceptable Waste for recycling, or yard waste separated from Acceptable Waste for delivery to a yard waste facility. The Hauler shall deliver separated Recyclable Materials only to a recycling facility or market where no more than Fifteen Percent (15%) by volume of all Recyclable Materials received results in residue that is not recycled. Upon request of Houston County, the Hauler shall provide documentation to Houston County that demonstrates compliance with this paragraph.
6. If the Hauler separates Recyclable Materials from Acceptable Waste, the Hauler shall ensure that residual materials left after such separation shall be delivered to the Facility, unless they constitute Non-Processible or Unacceptable Waste. If such residuals are Non-Processible Waste, they shall be delivered to the Landfill.

B. REJECTION OF DELIVERIES AND RESPONSIBILITIES FOR HAZARDOUS, UNACCEPTABLE AND OUT-OF-SERVICE AREA WASTE

A delivery of Waste may be rejected at the Facilities under one or more of the following circumstances:

1. The Hauler may be denied entrance if Waste is delivered at hours other than those specified herein, unless permission has otherwise been granted as provided herein.
2. The Hauler shall be denied entrance if it has not paid the Tipping Fee.
3. The Hauler may be denied entrance if there is a reasonable basis to believe that a vehicle contains Hazardous Waste, a significant amount of other Unacceptable Waste, or Waste generated outside the Service Area that has not been agreed to in writing by Houston County. At the Hauler's expense, the facility operator may require the Hauler to recover and dispose of

waste deposited that contains Hazardous Waste, significant amounts of other Unacceptable Waste (including Acceptable Waste contaminated by Unacceptable Waste) or Waste generated outside the Service Area that has not received written approval of Houston County. If the operator has reasonable, factual information indicating that Hazardous Waste, Unacceptable Waste or Waste generated outside the Service Area was delivered by the Hauler, and the Hauler has left the Facility tipping floor or Landfill tipping area, the Hauler agrees to return and remove such Waste, and dispose of it in accordance with all applicable federal, state and local laws. Any Waste deposited and later removed by Hauler at the direction of the facility operator shall be charged the appropriate tipping fee. Hauler agrees to report to Houston County in writing within one (1) week the ultimate disposition, including facility name and location, of any Waste that was denied entrance at the facilities, or that was deposited and rejected by the facility, and was recovered and disposed of elsewhere by the Hauler.

In the event Waste is rejected by the facility operator, the Hauler shall be provided with documentation certifying the rejection and reasons therefore. All costs of removal and disposal of waste under such circumstances shall be borne by the Hauler.

C. GENERAL DELIVERY REQUIREMENTS

1. The Hauler agrees that it shall comply with such reasonable rules and regulations regarding the use of the Facilities as the Facilities may periodically adopt.
2. Subject to special notice from Houston County, the Hauler may deliver waste to the Facility between 7:10 a.m. and 3:00 p.m. Monday through Friday, excluding Holidays; and to the Landfill between 7 a.m. to 4 p.m. Monday through Friday, excluding holidays, during the period of April 1 through October 31, and between 7:30 a.m. and 3:30 p.m., excluding holidays, during the period of November 1 through March 31.
3. Subject to applicable ordinances and in the event of a natural disaster or other emergency, delivery hours and days of the Facilities may be adjusted, and written or verbal notice of such adjustment will be provided to the Hauler as soon as possible.
4. All Hauler vehicles that deliver Waste to the Facilities shall prominently display on the outside of the vehicle the County identification license decal as assigned by County licensing provisions. Hauler shall follow such other identification procedures as Houston County or the Facilities may require.

5. The Hauler, acting through its drivers, shall state the origin by county and municipality or township of collected Waste on the Facility scale ticket at time of delivery to the Facilities, and the percentage that was collected in Houston County.
6. At its expense, the Hauler shall be solely responsible for the provision of all personnel and equipment necessary to transport all Waste delivered under this Agreement and to deliver the same to the Facilities in accordance with such regulations established by La Crosse County, the Facility and Houston County from time to time.

ARTICLE VI. TIPPING FEES

A. The Tipping Fees for delivery of Acceptable Waste to the Facilities shall be then current tipping fee charged by the Facilities, which by agreement with La Crosse County shall be the same for all Haulers. The Tipping Fee at the Facility is currently Sixty-One Dollars (\$61.00) per ton. The Tipping Fee at the Landfill is currently Fifty-Nine Dollars (\$59.00) per ton. Houston County agrees to notify the Hauler in writing at least thirty (30) days prior to the effective date of an adjustment of the Tipping Fee at the Facilities.

B. In addition to the Tipping Fee, Hauler shall pay all applicable taxes, surcharges and other fees established by the State of Wisconsin or other governmental body having jurisdiction.

C. The Hauler agrees to comply with such reasonable billing, payment and service fee collection procedures as the Facility operator, or La Crosse or Houston County may periodically adopt.

D. For purposes of determining the amounts due, the number of tons of Waste delivered to and accepted at the Facilities or any alternative facilities designated by Houston County during the month, shall be established by the weight records from the scales at the Facilities. In the event the scales are down, cubic yards will be converted into weights following the procedures set forth in the Minnesota Department of Revenue regulations for collecting landfill fees and taxes.

E. By entering into this Agreement, Hauler shall be eligible to participate in any Resource Recovery Credit or Rebate Program established by the County. Haulers not entering into this Agreement shall not be eligible for such Credit or Rebate. Such Program, if established, could include Credits or Rebates to cities or towns within the County that directly pay for disposal of Acceptable and Non-Processible Waste.

ARTICLE VII. NOTICE REQUIREMENTS

A. Houston County may not arbitrarily terminate, suspend, or curtail services provided to the Hauler under this Agreement without the consent of the Hauler or without just cause.

B. Houston County shall notify the Hauler in writing by certified mail if the Facilities add any chemicals or other substances to the definitions of Non-Processible and Unacceptable Waste.

ARTICLE VIII. DEFAULT

A. HAULER DEFAULT

Any of the following shall constitute default by the Hauler:

1. Failure to comply with all legally applicable laws, ordinances, rules and regulations relating to waste hauling, including the County's solid waste and service charge ordinances;
2. Failure to maintain insurance as required by this Agreement;
3. Hauling Acceptable Waste to a landfill or a site other than the Facility, and hauling Non-Processible Waste to a landfill or site other than the Landfill, unless directed to or agreed to by Houston County.
4. Delivery of Hazardous Waste, Unacceptable Waste or Waste generated outside the Service Area that has not received the written approval of Houston County to the Facilities, and failure to comply with rejection procedures provided for in Article V.B.;
5. Failure to make timely payment of Tipping Fees;
6. Persistent and repeated failure to fulfill any of its material obligations under this Agreement;
7. If the Hauler enters voluntary bankruptcy or insolvency, or seeks reorganization, arrangement, adjustment or composition under the federal Bankruptcy Code or any other applicable federal or state law [or makes any general assignment for the benefit of its creditors without complying with the provisions in Article X.D regarding transfers and assignments] or suffers any order for relief under the federal Bankruptcy Code or any order

adjudicating it to be bankrupt or insolvent, or appointing a receiver, liquidator, assignee for the benefit of creditors, trustee, sequestrator or other similar official for the Hauler which prevents or impairs the Hauler's ability to perform all terms and conditions of this Agreement; or

8. Transfer of any interest under this Agreement, whether by subcontract, assignment or novation, in violation of Article X.D.

B. BOARD DEFAULT

The following shall constitute a default by Houston County:

The persistent or repeated failure to fulfill any of its material obligations under this Agreement.

C. DEFAULT REMEDIES

Upon the occurrence of an event of Default, the non-defaulting party shall provide written notice of the default to the defaulting party. If the defaulting party has not cured the default within thirty (30) days of the date of the notice of default, the non-defaulting party may pursue any available remedy by suit at law or equity to enforce the covenants of the defaulting party herein, including such appropriate judicial proceedings as the non-defaulting party shall deem most effective to protect and enforce or aid in the protection and enforcement of the covenants and agreements in this Agreement. Houston County retains the right to enforce against the Hauler all applicable ordinances, regulations, statutes or permits, including any ordinances that require Hauler to collect a service charge on Solid Waste generated in the Service Area.

D. MANNER OF EXERCISE

Unless otherwise stated, no Agreement remedy conferred upon or reserved to the parties is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy of the parties given now or hereafter existing at law, or in equity or by statute. The assertion or employment of any right or remedy hereunder shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and so often as may be deemed expedient by Houston County.

E. ATTORNEYS' FEES AND EXPENSES

If an Event of Default occurs and the non-defaulting party should employ attorneys or incur other expenses for the collection of any sums owing to the non-defaulting party under this Agreement, or in the enforcement of performance of any obligation or agreement on the part of the defaulting party, the defaulting party will, on demand, pay to the non-defaulting party the reasonable fee of such attorneys and such other expenses so incurred if the non-defaulting party prevails in its action.

F. COUNTY ENFORCEMENT OF AGREEMENT

Houston County may enforce this Agreement by seeking temporary and permanent injunctive relief, and Houston County may avail itself of any other remedies provided by law. In the event Hauler breaches this Agreement by delivering waste to a facility not authorized hereunder, and if, after notice by Houston County, Hauler continues to deliver waste in violation of the Agreement, the Hauler will be liable to Houston County for the reasonable legal fees and costs of suit incurred by Houston County in connection with enforcement of the Agreement.

ARTICLE IX. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION OF COUNTY

The Hauler shall indemnify, defend, save, and hold harmless Houston County, and its agents, elected officials and employees from all claims, damages, losses, liabilities, costs, expenses and lawsuits (including reasonable attorneys fees and costs) whatsoever arising out of any act or omission on the part of the Hauler or its contractors, agents, servants or employees in the performance of or in relation to any of the actions, work or services to be performed or furnished by the Hauler under the terms of this Agreement.

The Hauler hereby waives any liability claims or causes of action arising from the existence of or enforcement of County ordinances, resolutions, policies, contracts, or other actions controlling the collection, disposal or other handling of Waste. This waiver specifically extends to the predecessor individuals, partnerships, corporations or other entities of the Hauler. The Hauler further agrees that it will not assert any claim that the provisions of this Agreement or any County ordinance related thereto is unconstitutional, and should any other individual establish such in any court of law, the Hauler will not claim any damages.

B. INDEMNIFICATION OF HAULER

Except as otherwise provided in this Agreement, Houston County shall indemnify the Hauler for any damages, including reasonable costs of defense, for the negligence of Houston County, its employees or agents arising from the violation of any representation, covenant or condition of this Agreement.

The parties agree that the exceptions from the tort liability and immunity accorded Houston County pursuant to Minn. Stat. §466.03, and as subsequently amended, shall continue in full force and effect. Nothing in this Agreement shall waive, or be deemed or constructed to waive the exceptions from tort liability and immunity accorded Houston County by Minn. Stat. §466.03, as amended.

C. INSURANCE

During the term of this Agreement, the Hauler shall obtain and keep in force the types and amounts of insurance required pursuant to the County's solid waste ordinance.

ARTICLE X. MISCELLANEOUS**A. AUDIT**

All books, records, documents and accounting procedures and practices of the Hauler relevant to this Agreement are subject to examination by Houston County and the State Auditor, as appropriate. Houston County will provide reasonable notice prior to Houston County's examination of the above listed items.

B. NOTICE

All written notices required by this Agreement shall be either hand delivered or mailed to the Hauler and Houston County at the following address or such other address as may be provided in writing to the other party from time to time:

Director
Houston County Environmental Services
304 South Marshall
Caledonia, MN 55921

Hauler: Generation X Construction, LLC
PO Box 490
Rushford, MN 55971

C. RELATIONSHIP OF THE PARTIES

For the purposes of this Agreement, the Hauler shall be deemed to be an independent contractor and not an employee of Houston County. The Hauler shall maintain, at its own expense, all equipment and personnel necessary to fulfill its obligations under this Agreement. Any and all agents, servants, or employees of the Hauler or other persons, while engaged in the performance of any work or services required to be performed under this Agreement, shall not be considered employees of Houston County, and any and all claims that may or might arise against the County, its agents, servants or employees as a consequence of any act or omission on the part of the Hauler, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of Houston County. The Hauler, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of Board employees except as otherwise may be stated herein.

D. ASSIGNMENT

Hauler shall notify Houston County in writing of its intent to assign or transfer all or a portion of its hauling business or assets in the Service Area at least 60 days prior to completing such an assignment or transfer. Upon such transfer or assignment, the assignee/transferee shall be bound by the covenants herein and no such assignment/transfer shall be permissible unless the assignee consents to be bound by the terms of this Agreement.

E. SURVIVAL INDEMNITIES

The indemnities of the parties under Sections IX.A and IX.B of this Agreement, and the remedies of either party for the breach of such indemnities by the other party, shall survive the execution and term of this Agreement.

F. WAIVER

The waiver of any of the rights and/or remedies arising under the terms of the Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies with respect to any subsequent breach or default of the terms of the Agreement. The rights and remedies provided under the terms of the Agreement are cumulative and not mutually exclusive.

G. EQUAL OPPORTUNITY LAWS

The Hauler agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders prohibiting unlawful discrimination on account of race, color, creed, national origin, sex, marital status, status with regard to public assistance, membership on a local human rights board, disability, sexual orientation or age.

H. ENTIRE AGREEMENT

The Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

I. GOVERNING LAW AND VENUE

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota, without regard to conflicts of laws principles. Any litigation related to this contract shall be venued in the Third Judicial District of Minnesota District Court in Houston County.

J. ALTERATION CLAUSE

Any alteration, modification, amendment or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by each of the parties.

K. EARLY TERMINATION

1. In the event that the Hauler and Houston County mutually agree in writing to terminate this Agreement, such termination shall take effect immediately, in which event neither party shall have any further rights against the other party.
2. In the event the Facilities permanently cease operations, this Agreement may be terminated by Houston County by written notice specifying the termination date. In this event, neither party shall have any further rights against the other party.
3. In the event of a default that is not cured by the defaulting party within the thirty (30) day period pursuant to Article VIII.C., the non-defaulting party may terminate this Agreement upon written notice to the party in default.

L. UNFORESEEN CIRCUMSTANCES

The inability of either party to perform any obligation under this Agreement due to an Unforeseen Circumstance shall not constitute a breach of any such obligation during the pendency of the Unforeseen Circumstance. "Unforeseen Circumstance" means any act, event or condition that has had, or will have, a material adverse effect on the rights or obligations of the Hauler or Houston County under this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events may include, but shall not be limited to, and are qualified by the following:

1. An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Facilities) such as a landslide, lightning, tornado, flood, fire, explosion, sabotage or similar occurrence; acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
2. The non-issuance, suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval essential to the operation of the Facilities; provided that such act or event shall not be the result of the willful or negligent action or inaction of the party relying thereon and that neither the contesting in good faith of any such order nor the reasonable failure to so contest shall be construed as a willful or negligent action or inaction of such party;
3. A change in law which prohibits or substantially prohibits the cost effective operation of the Facilities;
4. The failure of any appropriate federal, state, county, or city public agency or private utility, having operational jurisdiction in the area in which the Facilities are located, to provide and maintain utilities, services, water and sewer lines, and power transmission lines to the Facilities site which are required for and essential to the operation of the Facilities; and
5. The failure of any subcontractor or supplier to furnish labor, services, materials or equipment during the term of this Agreement provided that such failure is caused by an Unforeseen Circumstance and materially adversely affects the Hauler's ability to perform its obligations, and the Hauler is not able reasonably to obtain substitute labor, services, materials or equipment during the term of this Agreement. Strikes by the Hauler's employees, employees of subcontractors or failure of any supplier, uncontrolled by the Hauler, to furnish labor, services, materials or equipment during the term of this Agreement due to strikes by their employees shall not constitute an Unforeseen Circumstance.

M. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

N. EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date below.

HOUSTON COUNTY

By: 

Its: Env. Services Dir

Dated: 3/25/21

HAULER

By: 

Its: owner

Dated: 3/24/21

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: March 26, 2021 for the April 6, 2021 Board Meeting

Person requesting appointment with County Board: Amelia Meiners

Issue:

Seeking approval of the Department of Ag grant contract agreement.

Attachments/Documentation for the Board's Review:

Fiscal Year 2021 grant agreement

Justification:

This has been reviewed by both Personnel and the Attorney's office.

Action Requested:

Seeking Board approval.

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

STATE OF MINNESOTA ENCUMBRANCE WORKSHEET

**Please, allow 5 - 7 business days for F&B processing. For RUSH requests, complete boxes above. You will be notified of any unusual delay if unavoidable circumstances arise. Thank you.*

ORG: 112		SWIFT CONTRACT NO: 189946
TYPE: GRANT		PO NUMBER: 3000038283
MDA PREPARER/CONTACT & PHONE NUMBER (INITIAL BY NAME) DS EJ		
EMILIE JUSTEN, 651-201-6360		
Date Funding String & contract template were reviewed and approved by Division's Senior Accounting Officer		
AGENCY: B0401	FISCAL YEAR: 2021	SWIFT VENDOR NUMBER: 0000197295
TOTAL AMOUNT: \$ 5,000	CATEGORY CODE: 84101501	SWIFT VENDOR LOCATION: 1
	ACCOUNT CODE: 441322	SWIFT VENDOR ADDRESS: 1
LAWS OF: MN Statues 41A.12		

ACCOUNTING DISTRIBUTION	ACCOUNTING DISTRIBUTION	ACCOUNTING DISTRIBUTION
FISCAL YEAR: 2021	FISCAL YEAR:	FISCAL YEAR:
FUND: 2050	FUND:	FUND:
DEPT ID: B0431222	DEPT ID:	DEPT ID:
APPROP ID: B042T22	APPROP ID:	APPROP ID:
PC BUS UNIT:	PC BUS UNIT:	PC BUS UNIT:
PROJECT ID:	PROJECT ID:	PROJECT ID:
ACTIVITY:	ACTIVITY:	ACTIVITY:
SOURCE:	SOURCE:	SOURCE:
AMOUNT: \$5,000	AMOUNT:	AMOUNT:

CONTRACT START DATE 02/25/2021

CONTRACT END DATE 12/31/2021

CONTRACT NAME & ADDRESS Houston County – Amelia Meiners

304 S. Marshall St. Room 209

Caledonia, MN 55921

F&B ONLY BELOW THIS LINE

CHECKLIST: BUDGET CHECKED	FAIL: _____ PASS: _____	P/T OVER \$25,000 EVALUATION PRINTED FOR FILE DATE: _____ INITIAL: _____
RECORDED ON BUYER'S SS: _____	DOCUSIGN: _____	
OK TO DISPATCH NO: _____	YES: _____	
NOTES:		

OK TO CLOSE: DATE: _____ INITIAL: _____ DATE: _____ INITIAL: _____

STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Agriculture ("STATE") and Houston County, Amelia Meiners, 304 S. Marshall St, Room 209, Caledonia, MN 55921 ("GRANTEE").

Recitals

1. Under Minn. Stat. M.L. 2019, First Special Session, Chp. 4, Art. 2, Sec. 2, Subd. 6c and Minnesota Statute 18.90 the State is empowered to enter into this grant contract agreement.
2. The State is in need of local units of government to take measures to implement and maintain noxious weed control programs within their jurisdictions.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

February 25, 2021 Per [Minn. Stat.§16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

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

Comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).

- Perform the duties specified in Appendix A which is attached and incorporated into this grant contract agreement.
- Supply the State with receipts, paid invoices, payroll records, processed/cancelled check or other proof of payment relating to all duties listed in Appendix A for on or after February 25, 2021 and on or before the expiration date. Only expenses incurred during this period are eligible for reimbursement. Failure to complete all duties as listed in Appendix A OR submission of receipts, accurately proving payment dates WILL disqualify Grantee from final distribution of grant funds for this contract's effective date and WILL require the Grantee to reimburse the State for any grant funds provided up-front. Grantee also agrees that funds are only spent in accordance with this grant agreement.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

DS
DS

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid \$5,000, upon completion of all duties and proof that work was performed to the State's satisfaction as outlined in Appendix A, which is incorporated into this agreement and made part of this contract.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$5,000.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: All related documents must be received by 12/31/2021. Final payment to the subrecipient will be paid when the State's Authorized Representative determines that the grantee has satisfactorily fulfilled all the terms of this agreement. If the State's Authorized Representative determines that the grantee has used funds distributed up-front inappropriately, the grantee WILL reimburse the State for those expenses.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Emilie Justen, Noxious Weed Law Coordinator, 625 Robert ST. N, St. Paul, MN 55155, 651-201-6360, emilie.justen@state.mn.us, or his/her successor, and has the

responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Amelia Meiners, Houston County, 304 S. Marshall St, Room 209, Caledonia, MN 55921, 507-725-5800, amelia.meiners@co.houston.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Agreement Complete

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

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 *Intellectual Property Rights*

- Joint of Ownership of Intellectual Property Rights

- A. INTELLECTUAL PROPERTY RIGHTS: All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the WORKS and DOCUMENTS, shall be jointly owned by the GRANTEE and the STATE. WORKS shall mean all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "DOCUMENTS" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this Contract. The ownership interests of the STATE and the GRANTEE in the WORKS and DOCUMENTS shall equal the ratio of each party's contributions to the total costs described in the Budget of this Contract, except that the STATE's ownership interest in the WORKS and DOCUMENTS shall not be less than fifty percent (50%). The party's ownership interest in the WORKS and DOCUMENTS shall not be reduced by any royalties or revenues received from the sale of the products or licensing or other activities arising from the use of the WORKS and DOCUMENTS. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the WORKS and DOCUMENTS.
- B. OBLIGATIONS:
1. NOTIFICATION: Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and contractors, in the performance of this Contract, the GRANTEE shall immediately give the STATE's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the GRANTEE and the STATE, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the STATE.
 2. REPRESENTATION: The GRANTEE shall perform all acts, and take all steps necessary to ensure that all intellectual property rights in the WORKS and DOCUMENTS are the sole property of the STATE, and that no GRANTEE employee, agent, or contractor retains any interest in and to the WORKS and DOCUMENTS. The GRANTEE represents and warrants that the WORKS and DOCUMENTS do not and shall not infringe upon any intellectual property rights of others.

The GRANTEE shall indemnify, defend, and hold harmless the STATE, at the GRANTEE's expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the WORKS or DOCUMENTS infringe upon the intellectual property rights of others. The GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE's or the STATE's opinion is likely to arise, the GRANTEE shall, at the STATE's discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or to replace or modify the allegedly infringing WORKS or DOCUMENTS as necessary and appropriate to obviate the claim. This remedy of the STATE shall be in addition to and not exclusive of other remedies provided by law.

- C. USES OF THE WORKS AND DOCUMENTS: The STATE and GRANTEE shall jointly have the right to make, have made reproduce, modify, distribute, perform, and otherwise use the WORKS, including DOCUMENTS produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the WORKS, including DOCUMENTS, shall be authorized without a future written contractual agreement between the parties.
- D. POSSESSION OF DOCUMENTS: The DOCUMENTS may remain in the possession of the GRANTEE. The STATE may inspect any of the DOCUMENTS at any reasonable time. The GRANTEE shall provide a copy of the DOCUMENTS to the STATE without cost upon the request of the STATE.

SUITABILITY: The rights and duties of the STATE and the GRANTEE, provided for above, shall survive the expiration or cancellation of this Contract.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

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

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement.

Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract agreement if:

(a) It does not obtain funding from the Minnesota Legislature

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

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

DocuSigned by:

Signed

Linda Rowley

858C7FC6FC504E1...

Date:

2/26/2021

SWIFT Contract/PO No(s). 3000038283 189946

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

Appendix A

Duties:

1. Houston County will hire certified applicator to treat noxious weeds.

Category	Amount	In-Kind
Personnel (<i>number of hours@ wage rate</i>)		
30 hrs @ \$35/hr		\$1050
4 hrs @ \$70/hr		\$280
Education and outreach		\$250
Contracted Services	\$5,000	
Other (mailings)		\$30
Total	\$5,000	\$1,610

Certificate Of Completion

Envelope Id: 7269FDE94A56449EB0B30C637249A660
 Subject: Please DocuSign: GRT-EJ-HoustonFY21Contract.pdf
 Source Envelope:
 Document Pages: 9
 Certificate Pages: 2
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 NiCole Rawski
 625 Robert Street North
 Saint Paul, MN 55155
 nicole.rawski@state.mn.us
 IP Address: 156.98.51.15

Record Tracking

Status: Original
 2/19/2021 10:43:57 AM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: NiCole Rawski
 nicole.rawski@state.mn.us
 Pool: StateLocal
 Pool: Department of Agriculture

Location: DocuSign

Location: DocuSign

Signer Events

Douglas Spanier
 douglas.spanier@state.mn.us
 Attorney General Rep
 CarahSoft OBO MN - Dept of Agriculture
 Security Level: Email, Account Authentication
 (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 97.116.69.30

Timestamp

Sent: 2/19/2021 10:45:46 AM
 Viewed: 2/19/2021 5:10:53 PM
 Signed: 2/19/2021 5:12:25 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Emilie Justen
 Emilie.Justen@state.mn.us
 Security Level: Email, Account Authentication
 (None)



Signature Adoption: Drawn on Device
 Using IP Address: 156.98.51.15

Sent: 2/19/2021 5:12:27 PM
 Viewed: 2/22/2021 9:15:16 AM
 Signed: 2/22/2021 9:15:38 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

MDA Contract Coordinators
 Contracts.Coord.MDA@state.mn.us
 Department of Agriculture
 Security Level: Email, Account Authentication
 (None)

Completed

Using IP Address: 156.98.51.15

Sent: 2/22/2021 9:15:40 AM
 Viewed: 2/25/2021 11:30:46 AM
 Signed: 2/25/2021 11:31:49 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Linda Rowley
 linda.rowley@state.mn.us
 Department Buyer
 CarahSoft OBO MN - Dept of Agriculture
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 858C7FC8FC504E1...

Signature Adoption: Pre-selected Style
 Using IP Address: 156.98.51.15

Sent: 2/25/2021 11:31:52 AM
 Viewed: 2/25/2021 12:05:28 PM
 Signed: 2/26/2021 2:33:43 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

Amelia Meiners

amelia.meiners@co.houston.mn.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Whitney Place

whitney.place@state.mn.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Signature****Timestamp**

Sent: 2/26/2021 2:33:46 PM

Viewed: 2/26/2021 2:40:48 PM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

2/19/2021 10:45:46 AM

Payment Events**Status****Timestamps**

**HOUSTON COUNTY
AGENDA REQUEST FORM
April 6, 2021**

Date Submitted: April 1, 2021

By: Carol Lapham

- **Request to approve issuance of county credit cards to Lucas Onstad and Dewey Severson.**

Reviewed by:

☐ **HR Director**

☒ **Finance Director**

☐ **IS Director**

☐ **County Attorney**

☐ **Environmental Svcs**

☐ **County
Sheriff**

☐ **County
Engineer**

☐ **PHHS**

☐ **Other
(indicate
dept)**

Recommendation:

Decision:

**HOUSTON COUNTY'S
CREDIT CARD POLICY
EMPLOYEE ACKNOWLEDGMENT**

- I have received a copy of Credit Card and understand its contents;
- I further understand that I am to abide by the policy and follow the guidelines contained therein; and
- I also understand that any failure to comply with this Policy may result in personal liability, disciplinary action, as well as the loss of the privilege to use the County's Credit Card.

Date: 3/12/21

Employee Name: Lucas Onstad
(Print)

Employee Signature: Lucas Onstad

Department: Assessor

HOUSTON COUNTY'S CREDIT CARD POLICY *EMPLOYEE ACKNOWLEDGMENT*

- I have received a copy of Credit Card Policy (Article 15 of the Houston County Accounting Manual) and understand its contents;
- I further understand that I am to abide by the policy and follow the guidelines contained therein; and
- I also understand that any failure to comply with this Policy may result in personal liability, disciplinary action, as well as the loss of the privilege to use the County's Credit Card.

Date: 3-22-2024

Employee Name: DEWEY SEVERSON
(Print)

Employee Signature: Dewey Severson

Department: Commissioner

Houston County Agenda Request Form

Date Submitted: March 31, 2021 Board Date: April 6, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The Highway department solicited quotes for its annual liquid chloride used in dust control on our gravel roadways. Approximately 34,250 gallons are for the County and 37,850 are for Cities and Townships. This is a 20% reduction in County chloride from 2020 and 35% reduction from 2019.

Board approval needed to award the low quote for Liquid Chloride from Notheran Salt Inc. We received a total of 3 quotes.

Attachments/Documentation for the Board's Review:

Summary of Quotes for Liquid Chloride attached.

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

Justification:

This is a budgeted maintenance item.

Action Requested:

Accept the lowest quote from Northern Salt Inc.

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

Date Submitted: March 31, 2021 **Board Date:** April 6, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low bid for CP 2021-01 Shouldering from Bruening Rock Products in the amount of \$267,638.45. We received a total of 2 bids.

Attachments/Documentation for the Board's Review:

Abstract for CP 2021-01 Shouldering

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

Justification:

This is part of our annual maintenance to shoulder roads and is a budgeted item for 2021.

Action Requested:

Board approval needed to accept the bid from Bruening Rock Products.

For County Use Only			
<u>Reviewed by:</u>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>
	County Auditor Finance Director IS Director	County Attorney County Engineer Other (indicate dept)	Zoning Administrator Environmental Services
<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 Agenda Request Form

Date Submitted: March 31, 2021 Board Date: April 6, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to accept all quotes for CP 2021-02 for aggregate stock piles.

Attachments/Documentation for the Board's Review:

Abstract for CP 2021-02 Stockpile Quotes

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

Justification:

We do this to have rock prices available at various quarries around the county for regular maintenance or in the case of a disaster or other event that would require additional rock.

Action Requested:

Board approval to accept all quotes.

For County Use Only			
Reviewed by:	<u> </u> County Auditor	<u> </u> County Attorney	<u> </u> Zoning Administrator
	<u> </u> Finance Director	<u> </u> County Engineer	<u> </u> Environmental Services
	<u> </u> IS Director	<u> </u> Other (Indicate dept)	<u> </u>
<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 Agenda Request Form

Date Submitted: March 31, 2021 **Board Date:** April 6, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to accept all quotes for CP 2021-03 for equipment rental.

Attachments/Documentation for the Board's Review:

Abstract for CP 2021-03 Equipment Rental

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

Justification:

We do this to have equipment rental prices on file in case of a disaster or other event that would require us to rent additional equipment.

Action Requested:

Board approval to accept all quotes.

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

Date Submitted: March 31, 2021 Board Date: April 6, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low quote for CP 2021-04 for crack filling from Fahrner Asphalt Sealers LLC in the amount of \$21,750.00. We received a total of 4 quotes.

Attachments/Documentation for the Board's Review:

Abstract for CP 2021-04

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

Justification:

The Highway Department provides crack fill repair under our normal maintenance for our county roads. The money budgeted will be used on CSAH's 5, 21, 26, and 30 for bridges as well as CSAH's 25, 5, 7, 9, 18 and CSAH 22 for roads.

Action Requested:

Board approval needed to accept the Fahrner Asphalt quote.

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

Date Submitted: March 31, 2021 Board Date: April 6, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low bid CP 2021-05 for pavement marking from AAA Striping Service Co in the amount of \$184,015.23. We received a total of 3 bids.

Attachments/Documentation for the Board's Review:

Abstract for CP 2021-05

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

Justification:

This is part of our regular maintenance program. This is a budget maintenance item.

Action Requested:

Board approval needed to accept the low bid from AAA Striping Service Co.

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

Date Submitted: March 31, 2021 Board Date: April 6, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low bid for CP 2021-06 Seal Coat from Scott Construction, Inc in the amount of \$233,083.36. We received a total of 4 bids.

Attachments/Documentation for the Board's Review:

Abstract for CP 2021-06 Seal Coat

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

Justification:

This is part of our annual maintenance program and is part of the budget. This item is \$89,917.00 is under budget.

Action Requested:

Board approval needed to accept the bid from Scott Construction Inc.

Board approval to overrun quantities to seal coat remainder of CSAH 25 (Tschumper Rd to the intersection with CSAH 6) at an estimated net cost of \$67,580.

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

Date Submitted: March 31, 2021 **Board Date:** April 6, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to sign the Master Agreement for Professional Services with Bolten and Menk.

Attachments/Documentation for the Board's Review:

Master Agreement for Professional Services

Justification:

On March 23, 2021, board approval was given to negotiate a 5-year Master Agreement with Bolten and Menk after soliciting a request for qualifications. The consultant selection process was required in order to utilize FAA and MNDot Aeronautics funds for engineering on future airport projects.

Action Requested:

Board approval needed to sign the Master Agreement for Professional Services with Bolten and Menk.

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

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
AIRPORT PLANNING, ENGINEERING AND CONSTRUCTION SERVICES
MARCH 2021 THROUGH FEBRUARY 2026**

**HOUSTON COUNTY AIRPORT (CHU)
HOUSTON COUNTY, CALEDONIA, MINNESOTA**

This Agreement made this 23rd day of March 2021, by and between the Houston County, 1124 East Washington St. Caledonia, MN 55921, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 2900 43rd St NW #100, Rochester, MN 55901, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with future airport planning, engineering, and construction services as listed in the ACIP for the Houston County Airport and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT throughout the 5-year Airport Consultant Selection period.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in future Work Orders.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Work Orders or as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited to boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations in CLIENT's possession. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT for performance of Agreement services as described in future Work Orders.

- a. Additional Construction Services

The CONSULTANT and CLIENT agree that the duration of the construction activity is dependent upon factors that are outside of the control of the CONSULTANT, such as weather, site conditions, contractor experience, contractor expertise, contractor scheduling and contractor efficiency. When the extent of these construction services beyond the control of the CONSULTANT occurs, the CLIENT agrees that the CONSULTANT will be reimbursed for additional Construction Services in excess of the budget stated in the Work Order. Compensation shall be based on the standard hourly rate for the individuals providing services on the project.

2. Basic Services and Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed in accordance with the rate schedule attached to the Work Order. This schedule is subject to change at the start of each new year.
3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for the following Direct Expenses when incurred in the performance of the work.
 - a. CLIENT approved outside (facilities not owned by CONSULTANT) computer services.
 - b. CLIENT approved outside professional and technical services.
 - c. Identifiable reproduction and reprographic charges.
 - d. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.
4. Additional services as outlined in Section I.B and described in Section I.A. will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.2.

- B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the rates specified in the Work Order.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,500,000 with a \$3,000,000 aggregate.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. Unless distribution of electronic data to third parties is explicitly authorized or required by this AGREEMENT, the distribution of electronic data from CONSULTANT to the CLIENT shall be for the sole benefit of the CLIENT and any release of such electronic data to third parties by the CLIENT for reuse or adaptation without written approval of CONSULTANT shall be at CLIENT's sole risk without liability or legal exposure to the CONSULTANT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect of the Project and CONSULTANT shall retain exclusive ownership and property interest therein whether or not the Project is completed. The CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including the copyright. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or any other entity without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify, defend and hold harmless CONSULTANT from all claims, damages, losses and expenses arising out of or resulting there from. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

I. DATA PRACTICES AND PUBLICITY

1. DATA DISCLOSURE

The CONTRACTOR is required by Minnesota Statute §270C.65 to provide a social security number, a federal taxpayer identification number, or a Minnesota tax

identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. These numbers will be available to federal and state tax authorities and COUNTY personnel involved in approving the AGREEMENT and the payment of COUNTY obligations.

2. GOVERNMENT DATA PRACTICES ACT

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

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

3. PUBLICITY

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

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of five years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written notice, unless for cause in which event it may be terminated upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation. Disputes not resolved by mediation shall then be submitted to arbitration in accordance with provisions of the Construction Industry Arbitration Rules of the American Arbitration Association. CONSULTANT and the CLIENT agree to require an equivalent dispute resolution process governing all contractors, sub-contractors, suppliers, consultants, and fabricators concerned with this project.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. SECTION 508 OF THE REHABILITATION ACT

All electronic Information Technology (IT) procured, developed, maintained or used as part of this Contract shall comply with Section 508 standards.

T. FEDERAL CONTRACT PROVISIONS

The following Federal Contract Provisions apply for Architectural/Engineering Professional Services funded under the Federal Airport Improvement Program (AIP). All references to "contractor" shall also mean "CONSULTANT".

1. CIVIL RIGHTS ACT OF 1964, TITLE VI

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1.1 **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 1.2 **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 1.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation

made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- 1.4 **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5 **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 1.6 **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Application

Required in all contracts and subcontracts.

Reference

49 CFR Part 21

AC 150/5100-15

2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 -
GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Application

Incorporate in all contracts funded under AIP.

Reference

Airport and Airway Improvement Act of 1982, Section 520
Title 49 47123
AC 150/5100-15, Para. 10.c.

3. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from *Houston County*. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may

occur only for good cause following written approval of the *Houston County*. This clause applies to both DBE and non-DBE subcontractors.

Application

The contract assurance clause shall be incorporated verbatim. The prompt payment clause represents sample language that meets the requirements of 49 CFR Part 26.29. Recipients should refer to the language included their approved DBE program.

Reference

49 CFR Part 26

4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

- a. No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

Application

Required in all contracts and subcontracts.

Reference

49 CFR Part 20, Appendix A

5. ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Application

Incorporate into all procurement contracts that funded by AIP funds.

Reference
49 CFR Part 18.36(i)
FAA Order 5100.38

6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Application

The FAA does not prescribe the exact language to be incorporated. The above clause represents sample language that addresses the requirements of 49 CFR Part 18.36(i)(1). This provision requires grantees to incorporate administrative, contractual or legal remedies in instances where contractors violate or breach contract terms. Grantees should consult with their legal counsel to develop the appropriate clause that meets the minimum requirements of 49 CFR Part 18.36.

This provision is required in all contracts that exceed the simplified acquisition threshold, presently set at \$100,000.

Reference
49 CFR Part 18.36

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

Application

Incorporate into all procurement contracts that funded by AIP funds.

Reference
49 CFR Part 18.36(i)(8)
FAA Order 5100.38

7. TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in

the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent

certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Application

Incorporate into all contracts funded by AIP.

Reference

49 CFR Part 30.13

FAA Order 5100.38

8. TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Application

Incorporate into all procurement contracts that funded by AIP funds that exceed \$10,000.

Reference

49 CFR Part 18.36(i)(2)

FAA Order 5100.38

**9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Application

Incorporate into all contracts that exceed \$25,000, which funded under the AIP. Incorporate in all contracts for auditing services regardless of the contract amount.

Reference

49 CFR Part 29

FAA Order 5100.38

U. AUDIT REVIEW

The CLIENT, the Federal Aviation Administration, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of consultants, which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. CONSULTANT shall maintain all required records for 3 years after the sponsor makes final payment and all other pending matters are closed.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: Houston County, Minnesota

CONSULTANT: Bolton & Menk, Inc.

Mr. Robert Burns Chairperson

Mr. Silas Parmar Principal

Ms. Donna Trehus County Auditor

Houston County Agenda Request Form

Date Submitted: March 31, 2021 **Board Date:** April 6, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to move forward with Bolten and Menk's work order #1 for professional services in regards to airport land acquisition.

Attachments/Documentation for the Board's Review:

Master Agreement for Professional Services

Justification:

The County needs to comply with specific requirements of the FAA to acquire land with our entitlement funds. Bolten and Menk have the expertise in these requirements and will assist the county through this process.

Action Requested:

Board approval needed to approve Brian Pogodzinski's signature to authorize moving forward with Work Order #1.

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.



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

March 25, 2021

Mr. Brian Pogodzinski, P.E.
County Engineer
Houston County
1124 East Washington Street
Caledonia, MN 55921

RE: Houston County Airport (CHU)
Airport Land Acquisition
BMI Work Order #1
Proposal for Professional Services

Dear Mr. Pogodzinski,

Bolton & Menk is pleased to submit our proposal for Professional Services for the Land Acquisition project at the Houston County Airport.

We understand that the County desires to acquire 7.3 acres of land in fee from Parcel 03.0397.000 identified as Parcel 8 on the Airport Exhibit "A" Property Map last updated in November 2020. The FAA has confirmed acquisition of the parcel can be completed using the County's Federal Non-Primary Entitlement funds. The County will need to acquire the land in accordance with the requirements of *FAA Advisory Circular 150/5100-17 Land Acquisition and Relocation Assistance for Airport Improvement Program (AIP) Assisted Projects*.

SCOPE OF SERVICES:

TASK 1 LAND ACQUISITION:

1.1 Land Acquisition Services

Consultant shall assist the County with land acquisition services for one parcel from one property owner. Land acquisitions services required for this project are as follows:

- Title Certificate
 - County to acquire title certificate of parcel to be acquired.
- Review of Hazardous Materials
 - Consultant shall prepare environmental documentation as part of Task 1.2.
- Legal Description
 - Consultant shall prepare legal description of portion of parcel to be acquired as part of Task 1.3.
- Appraisal
 - County to solicit proposal for appraisal of parcel to be acquired in accordance with FAA AC 150/5300-17.

- Review Appraisal
 - County to solicit review appraisal of parcel to be acquired in accordance with FAA AC 150/5300-17.
- Initial Offer
 - County to prepare written offer for compensation for portion of parcel to be acquired.
- Purchase Agreement
 - County to prepare and execute purchase agreement for portion of parcel to be acquired.
- Recorded Conveyance Document
 - County to obtain property deed showing ownership of portion of parcel to be acquired.
- Update Exhibit "A" Property Map
 - Consultant shall update the Exhibit "A" Property Map to reflect the parcel of land acquired as part of Task 1.4.

1.2 Environmental Documentation

Consultant will complete a Categorical Exclusion (CATEX) document for the project. Consultant will conduct a site visit and contact various local, state, and federal agencies which may have jurisdiction in the proposed development. The site visit will include a wetland delineation and a cultural resource review for hazardous materials. The format for this document will follow the procedures set forth in Federal Aviation Administration (FAA) Order 5050B. Copies of the final document will be distributed to the FAA for review and finding. If there are any impacts which require extensive research, the additional work shall be done under a separate Work Order.

1.3 Legal Description

County shall provide Consultant with title certificate and legal description of parcel to be acquired. Consultant will prepare legal description of portion of parcel to be acquired and prepare the certificate of survey.

1.4 Update Airport Exhibit "A" Property Map

Airport sponsors are required to maintain and update an accurate Exhibit "A" Property Map and submit to FAA for review and approval. The Exhibit "A" Property Map provides an inventory of the parcels which make up the airport property. The Exhibit "A" indicates how the land was acquired, the funding source used for acquisition, and any encumbrances on the property. The Exhibit "A" Property Map was last updated in November 2020. Upon acquisition of the land, Consultant will update the Exhibit "A" Property Map in accordance with FAA *Standard Operating Procedures (SOP) 3.00, Standard Operating Procedure for FAA Review of Exhibit 'A' Airport Property Inventory Maps*.

1.5 Prepare Grant Application

Consultant shall prepare the Federal Grant Application for one parcel to be acquired from one property owner. The Grant Application will include all documents required to demonstrate acquisition meets the requirements of FAA AC 150/5100-17. Documentation required is as follows:

- Title Certificate
- Legal Description
- Appraisal
- Review Appraisal
- Written Offers
- Executed Purchase Agreement

1.6 Prepare Grant Closeout

Consultant shall prepare the FAA Project Financial Closeout Forms and Report and submit to the Sponsor for submittal at the conclusion of the project.

CONSIDERATION:

The services described above in this proposal shall be completed on a LUMP SUM basis for \$ 19,303.00.

Anticipated Funding Shares:

FAA (90%): \$ 17,373.00

Local (10%): \$ 1,930.00

Bolton & Menk, Inc. puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. If you find this proposal acceptable, please return a signed and dated copy our proposal.

Sincerely,
BOLTON & MENK, INC.

Silas Parmar

Silas Parmar, P.E.
Principal Aviation Engineer

Authorization and acceptance of this letter proposal.

Houston County, Minnesota

By: _____
Mr. Brian Pogodzinski
County Engineer
Date _____

Attest: _____
Name/Title
Date _____

PROJECT FEE ESTIMATE

CLIENT:		Houston County, MN						PROJECT: FEE ESTIMATE	
PROJECT:		Houston County Airport (CHU) - Land Acquisition						DATE:	3/25/2021
								PREPARED BY:	SP
Task	Task Description	Estimated Person Hours Required							Totals
		Sr. Eng.	Avit. Planner	Env. Planner	Wetland Specialist	GIS Specialist	Licensed Surveyor	Admin.	
1	Land Acquisition								
1.1	Land Acquisition Services	24	8	0	0	0	0	4	36
1.2	Environmental Documentation	4	8	10	10	0	0	2	34
1.3	Legal Description	2	0	0	0	0	12	0	14
1.4	Update Airport Exhibit "A" Property Map	2	8	0	0	16	0	0	26
1.5	Prepare Grant Application	4	0	0	0	0	0	8	12
1.6	Prepare Grant Closeout	4	0	0	0	0	0	16	20
Total Person Hours		40	24	10	10	16	12	30	142
Direct Labor Rate		\$53.00	\$30.00	\$40.00	\$35.00	\$35.00	\$45.00	\$22.00	
Total Direct Labor Cost		\$2,120.00	\$720.00	\$400.00	\$350.00	\$560.00	\$540.00	\$660.00	\$5,350.00
Overhead Rate 2.1373		\$4,531.08	\$1,538.86	\$854.92	\$748.06	\$1,196.89	\$1,154.14	\$1,410.62	\$11,434.56
Subtotal Labor Cost									\$16,784.56
Direct Expenses									
Total Expenses									\$0.00
Fixed Fee 15% x Subtotal Labor Cost									\$2,517.68
Total Task 1									\$19,303.00