

## PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: April 6, 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 Pugleasa, Environmental Services Director Aaron Lacher, Recorder Susan Schwebach, Board Clerk/Houston County EDA Director Allison Wagner, Environmental Specialist Amelia Meiners, Tanner Kubitz, Treyton Kubitz, Terrie Deboer, County Engineer Brian Pogodzinski, County Assessor Lucas Onstad Theresa Kubitz, Dick Walter

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 Walter, seconded by Commissioner Myhre, 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 board meeting minutes from March 23, 2021.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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Public Comment: No public comments were made.

Public Health and Human Services Director Pugleasa provided an update on the COVID-19 pandemic and response from Public Health and Human Services. He shared that Public Health was continuing to vaccinate residents. Houston County would be doing two clinics during the week. They had received some of the Johnson & Johnson vaccine. Houston County Public Health was anticipating vaccinating around 700 residents the week of April 7<sup>th</sup>. Commissioners thanked Public Health and volunteers for vaccinating residents.

## CONSENT AGENDA

Commissioner Walter moved, Commissioner Johnson seconded, motion unanimously carried after some discussion to approve the consent agenda except for items 2 and 4. Those items were tabled for the following week. Commissioner Myhre wanted to see the job description for the County Engineer prior to reappointing the position. Items below were approved.

- 1) Approve Generation X Construction License Application and Delivery Agreement. (Lacher)
- 2) Tabled until next meeting.
- 3) Change the employment status of Kathlene Barnet, Deputy Auditor/Treasurer-License Center, from probationary to regular, effective April 21, 2021. (Kruger)
- 4) Tabled until next meeting.
- 5) Reassign Christopher Hartley, from Highway Maintenance Specialist B23-2 to Maintenance Foreman C41, Step 2, effective April 12, 2021. (Kruger)
- 6) Approve initiating a competitive search for a probationary Highway Maintenance Specialist. (Kruger)
- 7) Hire Gerry Klug as a temporary/casual Technical Clerk B-21, Step 5. (On call basis as may be needed.) (Kruger)
- 8) Add Dennis Yeiter, La Crescent, Mn to the "Parks Committee" as a community member effective immediately. (Trehus)
- 9) 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 27<sup>th</sup> 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. (Trehus)

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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At 9:30 a.m. Tanner Kubitz presented his Eagle Scout Project to the Commissioners. The project would be installing a 175 ft. cross-buck fence at Botcher Park in Houston County. The fence would be between the park and the parking lot to keep unwanted motorized vehicles out of the park. It was the general consensus of the Commissioners that they supported the project. They thanked Kubitz for the presentation.

## ACTION ITEMS

File No. 1 – Commissioner Walter moved, Commissioner Myhre seconded, motion unanimously carried to approve the Department of Agriculture Grant Contract Agreement for implementing and maintaining noxious weed control programs.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 2 - Commissioner Walter moved, Commissioner Myhre seconded, motion carried with Commissioner Severson abstaining to approve issuing County credit cards to Lucas Onstad and Dewey Severson.

Dist. 1:	Abstain	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 3 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to accept the liquid chloride quote from Northern Salt Inc. for 0.995 cents per unit. This would be for County, township, and city roadways. It would be a reduction from previous years.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 4 - Commissioner Myhre moved, Commissioner Walter seconded, motion unanimously carried to accept CP 2021-01 shouldering bid from Bruening Rock Products for \$267,638.45.

Dist. 1:	Yes	Dist. 2:	No	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 5 - Commissioner Severson moved, Commissioner Johnson seconded, motion unanimously carried to accept all stockpile quotes. Engineer Pogodzinski explained that they had several quotes from throughout the County. They accepted all quotes so they could use various stockpiles getting the lowest cost depending on project location.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 6 - Commissioner Myhre moved, Commissioner Walter seconded, motion unanimously carried to accept CP 2021-03 equipment rental quotes. All quotes would be accepted to have options for projects, and in the event of a disaster. They would start with the lowest rate, and move down the list if the needed equipment was not available.

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 Myhre seconded, motion unanimously carried to accept CP 2021-04 crack fill quote from Farhrner Asphalt for \$21,750.00.

Dist. 1:	Yes	Dist. 2:	No	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	No
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File No. 8 - Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to accept CP 2021-05 pavement marking bid from AAA Striping Services Co. for \$184,015.24.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 9 - Commissioner Walter moved, Commissioner Myhre seconded, motion unanimously carried to accept CP 2021-06 seal coat bid from Scott Construction Inc. for \$233,083.36 and overrun quantities.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 10 - Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to approve Master Agreement with Bolten and Menk for professional services at the County Airport.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 11 - Commissioner Walter moved, Commissioner Severson seconded, motion carried 4-1 to approve Work Order No. 1 for land acquisition services with Bolten and Menk. Commissioner Johnson voted no. With FAA funding covering at least 90% of the project the cost to the County for Work Order #1 cost was expected to be no more than \$1,930.00.

Dist. 1:	Yes	Dist. 2:	No	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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#### DISCUSSION ITEMS

Chairman Burns said County staff had been working with an architect to put together a proposal to be bid out for the County steps outside the Historic Courthouse. He shared he had met with the Sheriff's office regarding new statutes that would affect the department.

Commissioners discussed the potential bike trail that was in preliminary stages from Houston to Hokah and Hokah to La Crescent. Chairman Burns and Commissioner Johnson had attended a meeting regarding the bike trail. Commissioner Johnson said this was a good project as long as there were willing land owners for the project.

Commissioners discussed progress being made on the County Highway Shop.

There being no further business at 10:55 a.m., a motion was made by Commissioner Johnson, seconded by Commissioner Severson, unanimously carried to adjourn the meeting. The next meeting would be a Regular Board Meeting on April 13, 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

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
April 13, 2021**

**Date Submitted: 04.08.2021**

**By: Tess Kruger, HRD/Facilities Mgr.**

**APPOINTMENT REQUEST**

- **Labor Negotiations – Closed Session pursuant to Minn. Stat. § 13D.03, Subd. 1, (b) to discuss labor negotiations and the DDA Compensation work (9:30 AM)**

**HR CONSENT AGENDA REQUEST**

**Assessor's Office**

- **Approval to conduct a competitive search for an Appraiser Trainee**
- **Approval of contract with Vanguard to conduct quintile review and staff training (Onstad, Kruger see attached agreement)**

**Environmental Services Department**

- **Hire Terry Ranzenberger as a probationary Recycling Center Lead, B-23, Step 3, effective, April 28, 2021, conditioned upon successful completion of background check**

**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**

**Labor**

- **Approve the 2021 Non-Represented Pay grid (attached)**

**Reviewed by:**

  X   **HR Director**

  X   **Finance Director**

       **IS Director**

       **County Attorney**

  X   **Environmental Svcs**

**County**

**Sheriff**

**County**

**Engineer**

**PHHS**

**Other**

**(Indicate**

**dept)**

**Assessor**

**Recommendation:**



## **HOUSTON COUNTY – VANGUARD APPRAISALS, INC.**

### **Professional/Technical Services Agreement Quintile Review & Training**

**THIS CONTRACT**, and any amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter HOUSTON), and Vanguard Appraisals, Inc. a corporation duly organized in the State of Iowa, acting through its President (hereinafter VANGUARD).

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

**WHEREAS, HOUSTON** is in need of professional appraisal services to conduct a quintile review and staff training; and

**WHEREAS, VANGUARD** represents it has employees who are duly qualified, and hold the requisite licenses and certifications necessary to perform appraisal services in the State of Minnesota.

**NOW THEREFORE**, it is agreed:

**I. TERM OF CONTRACT**

This CONTRACT shall be effective on June 1, 2021 or upon the date the final required signature is obtained by both parties, whichever occurs later, and shall remain in effect for through August 31, 2021 unless cancelled pursuant to the provisions set forth in clause V. herein.

**II. VANGUARD'S and HOUSTON'S DUTIES**

VANGUARD will provide up to one hundred twenty (120) hours of independent professional appraisal services and staff training by licensed, certified appraisers. HOUSTON will provide VANGUARD a list of properties and previous appraisal reports.

**III. CONSIDERATION AND TERMS OF PAYMENT**

**A. Consideration.** All services performed and materials supplied by VANGUARD pursuant to this CONTRACT shall be paid by HOUSTON as follows:

- Compensation. HOUSTON agrees to pay VANGUARD ONE HUNDRED TWENTY FORTY (\$140.00) per hour for up to eighty (80) hours of certified property valuations. Total payment for professional services shall not exceed sixteen thousand eight hundred dollars (\$16,800.00) without prior written approval from HOUSTON.
  - Reimbursement. The parties agree that the above fee is inclusive of all VANGUARD costs and that no reimbursement payments will be made for separate travel or subsistence expenses to VANGUARD.
- B. Payments. VANGUARD will provide the HOUSTON County Assessor an invoice by the seventh (7th) day of the month following all VANGUARD services provide the previous month. Payments are due within thirty (30) days of the date of the invoice.

#### IV. AUTHORIZED REPRESENTATIVES

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

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

Name: Lucas Onstad  
County Assessor  
Address: 304 South Marshall Street  
Room 203  
Caledonia, MN 55921  
Telephone: (507) 725-5801  
E-Mail: [Lucas.Onstad@co.houston.mn.us](mailto:Lucas.Onstad@co.houston.mn.us)

- B. VANGUARD's authorized representative for the purpose of administration of this CONTRACT is:

Name: Robert P. Ehler  
President  
Address: 1065 Sierra Ct. NE  
Suite D  
Cedar Rapids, IA 52402  
Telephone: (319) 365-8625  
E-Mail: [bobe@camavision.com](mailto:bobe@camavision.com)

#### V. CANCELLATION AND TERMINATION

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

**VI. ASSIGNMENT**

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

**VII. LIABILITY**

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

VANGUARD appraisers are employees of VANGUARD and are not employees of HOUSTON. VANGUARD agrees to defend, indemnify, and hold HOUSTON, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any negligent act or omission on the part of VANGUARD and its employees as related to the services provided pursuant to this CONTRACT.

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

**VIII. INSURANCE REQUIREMENTS**

VANGUARD agrees that at all times during the term of this AGREEMENT to maintain:

- Comprehensive General Liability - \$1.5 million minimum per occurrence
- Excess Liability Coverage - \$3 million over the general and automobile coverage
- Auto Liability: \$1.5 million combined single limit

An ACORD Certificate of Liability Insurance for the above listed coverage shall be supplied to COUNTY by VANGUARD for each calendar year covered by the term of this AGREEMENT. See Exhibit A

**IX. GOVERNMENT DATA PRACTICES**

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



VANGUARD will not release any data collected by, maintained, or generated by or on-behalf of HOUSTON. Further, VANGUARD will notify HOUSTON within two business days of any request it receives to release data for which HOUSTON is responsible.

**XIV. INTELLECTUAL PROPERTY RIGHTS**

All work product and reports generated as a result of this agreement are the property of HOUSTON. All materials delivered to VANGUARD by HOUSTON and work generated by VANGUARD as a result of this agreement will be delivered within two working days to HOUSTON's authorized representative listed herein upon request.

**XV. JURISDICTION/VENUE**

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

**XVI. AMENDMENTS**

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

**XVII. SURVIVAL OF TERMS**

The following clauses survive the expiration, cancellation or termination of this CONTRACT: VII, Liability; IX, Government Data Practices Act; XIV, Intellectual Property Rights; and XV, Jurisdiction/Venue.

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**SIGNATURE PAGE NEXT PAGE**

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

**APPROVED:**

**HOUSTON COUNTY**

By: (authorized signatory)


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Name: Robert Burns  
Title: County Board Chair  
Date: April 13, 2021

**APPROVED:**

**VANGUARD APPRAISALS**

By: (authorized signatory)



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Name: Robert P. Ehler  
Title: President  
Date: April 6, 2021

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Name: Lucas Onstad  
Title: County Assessor  
Date: April 13, 2021

**APPROVED AS TO FORM AND EXECUTION:**

By:

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Name: Samuel Jandt  
Title: County Attorney  
Date: April , 2021

## **EXHIBIT A**

### **ACORD CERTIFICATE**

## 2021 Non-Union and Elected Wage Grid

2021 Non-Union, Appointed and Elected Official Wage Grid

2.50% 2.50% Increase effective 1/1/2021

\*Grid represents hourly equivalents for Exempt employees.

BANDING	Step 1 2080 Hours	Step 2 2080 Hours	Step 3 2080 Hours	Step 4 2080 Hours	Step 5 2080 Hours	Step 6 2080 Hours	Step 7 2080 Hours	Step 8 2080 Hours	Step 9 2080 Hours
C41	\$ 23.55	\$ 24.52	\$ 25.42	\$ 26.37	\$ 27.31	\$ 28.25	\$ 29.22	\$ 30.24	\$ 31.29
C42	\$ 24.89	\$ 25.89	\$ 26.96	\$ 27.99	\$ 29.07	\$ 30.10	\$ 31.13	\$ 32.22	\$ 33.35
C43	\$ 26.16	\$ 27.22	\$ 28.27	\$ 29.30	\$ 30.37	\$ 31.43	\$ 32.52	\$ 33.67	\$ 34.82
C44	\$ 26.91	\$ 28.02	\$ 29.08	\$ 30.17	\$ 31.24	\$ 32.37	\$ 33.47	\$ 34.67	\$ 35.88
C51	\$ 27.61	\$ 28.73	\$ 29.90	\$ 31.02	\$ 32.13	\$ 33.24	\$ 34.41	\$ 35.63	\$ 36.85
C52	\$ 29.22	\$ 30.43	\$ 31.58	\$ 32.78	\$ 33.96	\$ 35.16	\$ 36.38	\$ 37.64	\$ 38.97
C53	\$ 30.92	\$ 32.15	\$ 33.39	\$ 34.69	\$ 35.93	\$ 37.21	\$ 38.52	\$ 39.84	\$ 41.23
D61	\$ 33.87	\$ 36.07	\$ 38.38	\$ 40.62	\$ 42.92	\$ 45.16	\$ 46.73	\$ 48.36	\$ 50.09
D62	\$ 35.84	\$ 38.21	\$ 40.44	\$ 43.00	\$ 45.41	\$ 47.84	\$ 49.48	\$ 51.23	\$ 53.02
D63	\$ 38.25	\$ 40.71	\$ 43.16	\$ 45.64	\$ 48.12	\$ 50.60	\$ 52.37	\$ 54.21	\$ 56.16
E81	\$ 41.91	\$ 44.60	\$ 47.27	\$ 50.01	\$ 52.72	\$ 55.44	\$ 57.36	\$ 59.38	\$ 61.52
E82	\$ 44.35	\$ 47.20	\$ 50.04	\$ 52.90	\$ 55.79	\$ 58.67	\$ 60.69	\$ 62.84	\$ 65.09
E83	\$ 47.26	\$ 50.30	\$ 53.30	\$ 56.39	\$ 59.44	\$ 62.53	\$ 64.68	\$ 66.96	\$ 69.36

Public Health Nursing wage ranges: (For Nurses Only)  
(w/ 3% market adjustment in 2003; and \$3 market adjustment in 2006)

\*Grid represents hourly equivalents for Exempt employees.

BANDING	Step 1 2080 Hours	Step 2 2080 Hours	Step 3 2080 Hours	Step 4 2080 Hours	Step 5 2080 Hours	Step 6 2080 Hours	Step 7 2080 Hours	Step 8 2080 Hours	Step 9 2080 Hours
C51	\$ 33.19	\$ 34.36	\$ 35.50	\$ 36.67	\$ 37.82	\$ 38.98	\$ 39.35	\$ 41.25	\$ 42.68
C43	\$ 31.64	\$ 32.73	\$ 34.03	\$ 35.19	\$ 36.39	\$ 37.59	\$ 37.88	\$ 39.73	\$ 41.15
C42	\$ 30.34	\$ 31.41	\$ 32.52	\$ 33.59	\$ 34.66	\$ 35.75	\$ 36.09	\$ 37.77	\$ 39.11
C41	\$ 28.96	\$ 29.98	\$ 30.93	\$ 31.91	\$ 32.84	\$ 33.83	\$ 34.18	\$ 35.76	\$ 36.99

## 2021 \$1.00/hr over 2020

\*Drop-site Supervisor Wage Schedule:

Step 1 (520 hrs)	Step 2 (520 hrs)	Step 3 (520 hrs)	Step 4 (520 hrs)	Step 5 (520 hrs)
\$15.19	\$16.09	\$16.95	\$17.83	\$18.67

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

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

*Temporary/Seasonal Help Wage Schedule:	\$14.68
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*Veterans Service Drivers:	\$14.68
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*Sheriffs Office Transport Officers:	\$17.64
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\*Pursuant to MS 179.03, subd. 14, employees in these positions are paid an hourly wage and are not entitled to any other benefits established by any of the County's collective bargaining agreements or policies.

**Non-represented employees**

D62	FINANCE DIRECTOR	LAPHAM, CAROL
D61	HUMAN RESOURCES DIRECTOR	ARRICK-KRUGER, THERE
D61	INFORMATION SYSTEMS DIRECTOR	MILDE, ANDREW
D61	ASSISTANT CO. ATTORNEY	BUBLITZ, SUZANNE
C42	NETWORK ADMINISTRATOR	LOKEN, SHANE
C42	IT SUPPORT TECHNICIAN	KUNTZ, LUCAS
C42	PUBLIC HEALTH NURSE	SCHULTE, MICHELLE
C42	PUBLIC HEALTH NURSE	KNUTSON, ELIZABETH
C42	PUBLIC HEALTH NURSE	FOLSOM, NICKIE
C42	PUBLIC HEALTH NURSE	ZAFFKE, MARY
C41	STAFF NURSE	BIGALK, LAURIE

# 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:** April 8, 2021 for the April 13, 2021 Board Meeting

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

**Issue:**

MDA needs a letter from the LGU for aerial aviation projects to document that the County has been informed of the proposed gypsy moth project.

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

Sample letter - one on County letterhead will be signed upon approval and submitted to MDA

**Justification:**

**Action Requested:**

Board approval to submit a letter to MDA.

For County Use Only			
<b><u>Reviewed by:</u></b>	<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)	
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

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

## DRAFT LETTER TEMPLATE TO BE SENT ON OFFICAL LGU LETTERHEAD

Al's Aerial Spraying  
c/o Mike Schiffer  
3473 Shepardsville Road  
Ovid, MI 48866

Dear Mr. Schiffer,

This letter is to provide written documentation of Houston County's awareness and support for aerial application by Al's Aerial Spraying, for the Minnesota Cooperative Gypsy Moth Program treatment projects occurring in 2021. Al's Aerial Spraying has been contracted by the USDA-Forest Service for the aerial applications of mating disruption to reduce colonies of the gypsy moth, *Lymantria dispar*, an invasive species.

We understand, Gypsy Moth Slow-the-Spread mating disruption treatment project will occur at three sites within Houston County. Approximately 17,300 acres is scheduled for aerial treatment in June-August of this year.

Al's Aerial Spraying will carry out this project in cooperation with, and under the authority of the Minnesota Department of Agriculture, the USDA-Forest Service, and the Gypsy Moth Slow-the-Spread Foundation, Inc.

The Houston County agree that proper and sufficient public notification of the treatment project has occurred and that the aerial operations are needed and wanted with the intent to slow the spread of gypsy moth in our area.

Sincerely,

Houston County

cc: Kimberly Thielen Cremers, MDA



## HOUSTON COUNTY

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

Jeffrey L. Babinski, Houston County Administrator

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April 14, 2020

TO: Airborne Custom Spraying, Inc.  
c/o Rob Aslesen  
2288 150<sup>th</sup> Street  
Halstad, MN 56548

Dear Mr. Aslesen,

This letter provides written documentation of Houston County's awareness and support for aerial application by Airborne Custom Spraying, Inc. for the management of gypsy moth, *Lymantria dispar*, in May of 2020.

Airborne Custom Spraying, Inc. has been contracted by the Minnesota Department of Agriculture (MDA) for the aerial applications of *Bacillus thuringiensis* var *kurstaki*, (Btk) to eradicate colonies of gypsy moth, an invasive species, which has become established within our county.

We understand a gypsy moth aerial application project will occur at one site consisting of approximately 1,618 acres and is scheduled for aerial treatment in May of this year within our county. There will be two application spaced approximately 7-10 days apart. Airborne Custom Spraying, Inc. will carry out this project in cooperation with and under the authority of the MDA.

Houston County agrees that proper and sufficient public notification of the treatment project has occurred and that the aerial operations are needed and wanted with the intent to slow the spread of gypsy moth in our area.

Respectfully,

Jeffrey L. Babinski  
Houston County Administrator

JLB:jlb

Cc: Houston County Environmental Services  
Marissa Streifel, MDA



## Amelia Meiners

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**From:** Thielen Cremers, Kimberly (MDA) <kimberly.tcremers@state.mn.us>  
**Sent:** Wednesday, April 7, 2021 9:23 PM  
**To:** Amelia Meiners; Aaron Lacher  
**Cc:** DeVito, Danielle (MDA)  
**Subject:** Letter for congested area flight plan-Houston County  
**Attachments:** Hokah-Gypsy Moth Spraying Approval.pdf; FSDO MD Permission sample 2021-Houston Co.docx

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

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

Hello Amelia and Aaron,

As the proposed gypsy moth treatments approach, the Minnesota Department of Agriculture needs letters for our aerial aviation projects to document that the Local Government Unit (LGU) is aware of our proposed projects and that the MDA has given adequate notification to your residents within the block.

The Federal Aviation Administration (FAA) requires a congested aerial flight plan to be submitted by the aerial applicator for approval when conducting low flying aerial applications. As part of that plan, the aerial applicator needs formal letters back from the LGU that indicates that they have been fully informed about the project and they are aware that is going to occur.

I have attached a template letter to assist you. The letter needs to be on your official letter head and signed by the appropriate elected public official or governing body from your community, many times this is the Mayor, City Manager, County Commissioner, or your Council or Board or Commissioners. I have also attached the letter that was signed last year for the Hokah block. For 2021 the applicator will be Al's Aerial Spraying.

Our aerial applicator has informed us that due to the current COVID-19 situation that congested aerial plans have been taking abnormally long. Can you please put this support letter in your next meeting consent agenda, and send the completed letter as soon as possible?

Please contact me if you have any questions or concerns,

**Kimberly Thielen Cremers**

**Plant Pest Regulatory and Mitigation Section Manager**

**Plant Protection Division**

625 Robert Street North

St. Paul, MN 55155

O: 651-201-6329

C: 651-248-5485

[www.mda.state.mn.us](http://www.mda.state.mn.us)





## HOUSTON COUNTY AUDITOR/TREASURER

304 South Marshall Street  
Caledonia, Minnesota 55921  
Phone: (507)-725-5815

April 13, 2021

Al's Aerial Spraying  
c/o Mike Schiffer  
3473 Shepardsville Road  
Ovid, MI 48866

Dear Mr. Schiffer,

This letter is to provide written documentation of Houston County's awareness and support for aerial application by Al's Aerial Spraying, for the Minnesota Cooperative Gypsy Moth Program treatment projects occurring in 2021. Al's Aerial Spraying has been contracted by the USDA-Forest Service for the aerial applications of mating disruption to reduce colonies of the gypsy moth, *Lymantria dispar*, an invasive species.

We understand, Gypsy Moth Slow-the-Spread mating disruption treatment project will occur at three sites within Houston County. Approximately 17,300 acres is scheduled for aerial treatment in June-August of this year.

Al's Aerial Spraying will carry out this project in cooperation with, and under the authority of the Minnesota Department of Agriculture, the USDA-Forest Service, and the Gypsy Moth Slow-the-Spread Foundation, Inc.

Houston County agrees that proper and sufficient public notification of the treatment project has occurred and that the aerial operations are needed and wanted with the intent to slow the spread of gypsy moth in our area.

Sincerely,

Donna I. Trehus  
Houston County Auditor-Treasurer

DIT:dt

Cc: Amelia Meiners, Houston County Environmental Service  
Kimberly Thielen Cremers, MDA

## 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: 6-Apr-21

Person requesting appointment with County Board: Aaron Lacher

Issue: Settlement Agreement with Kruckow Companies

**Justification:**

At the BOC's direction, Attorney Squires has prepared settlement agreement for BOC approval.

**Action Requested:**

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

All agenda request forms must be submitted to 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.

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between Houston County, Minnesota (the "County"), Kruckow Companies, LLC ("Kruckow"), and Bonanza Grain, Inc. ("Bonanza") (collectively, the "Parties").

WHEREAS, Kruckow owns an approximately 26 acre parcel of property, legally described in Exhibit A, attached hereto (the "Property"); and

WHEREAS, by decision dated December 2, 2018, Aaron Lacher, Houston County Zoning Administrator, determined that no mining could occur on the Property without the procurement of a conditional use permit. Specifically, Lacher determined that any nonconforming rights to mine had been lost due to discontinuance of the mining use; and

WHEREAS, Kruckow challenged Lacher's determination by filing a notice of appeal with the Houston County Board of Adjustment; and

WHEREAS, the Houston County Board of Adjustment, by decision dated December 2, 2019, upheld Lacher's determination; and

WHEREAS, Kruckow and Bonanza appealed the Board of Adjustment's decision to the district court in *Kruckow Companies, LLC and Bonanza Grain, Inc., d/b/a Kruckow Rock Products & Redi-Mix v. Houston County*, Houston County District Court File No. 28-CV-19-989 (the "District Court Appeal"); and

WHEREAS, Kruckow, Bonanza, and the County have agreed to resolve all issues in the District Court Appeal on the terms set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Application for a Conditional Use Permit.** Kruckow and Bonanza, and/or their successors and assigns, shall submit an application for a conditional use permit to conduct mining operations on the Property. The application shall be submitted on or before December 31, 2021. Between the date of this Agreement and the date of the County's final determination on the conditional use permit application, Kruckow and Bonanza, and/or their successors and assigns, may crush and remove materials that are presently stockpiled on the Property, but may engage in no other mining activity on the Property, including but not limited to blasting, stripping, or excavating.
2. **Denial of Conditional Use Permit Application.** If Kruckow and/or Bonanza, and/or their successors and assigns, fail to submit an application for a conditional use permit on the terms and within the timelines described in paragraph one above,

then any and all nonconforming rights that are asserted to exist to conduct mining on the Property terminate. If the County denies the conditional use permit application contemplated by paragraph one above, then the parties hereby agree that Kruckow and Bonanza, and/or their successors and assigns, may, as a nonconforming right and as the compromise of a disputed claim, continue to engage in mining activity over that portion of the Property described and depicted in Exhibit B. For purposes of this paragraph, mining activity includes only stripping, excavating, drilling, blasting, crushing, and stockpiling of materials from the Property, and removal of material from the Property. The parties also agree that in such case, there are no continuing nonconforming rights to mine over any of the remaining Property, and that no mining may occur on any part of the Property, except that described and depicted in Exhibit B, in the absence of the issuance of all permits and approvals required by applicable Houston County Ordinances and state law.

3. **Dismissal of Claims and District Court Appeal.** Within ten (10) business days of the full approval and execution of this Agreement, the Parties agree to file a stipulation dismissing the District Court Appeal with prejudice.
4. **Release of All Claims.** In consideration of the terms herein, Kruckow and Bonanza agree to release and forever discharge the County, its current and former County Board and Board of Adjustment members, officers, employees, agents, representatives, insurers, attorneys, and other affiliates, from any and all actions, causes of action, liability, claims and demands whatsoever, that now exist as a consequence or by reason of any damage, loss, or injury, known or unknown, asserted or not asserted, relating to the matters raised in the District Court Appeal. Kruckow and Bonanza understand and agree that by signing this Agreement, they are waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that are based on or arise under any federal or state law, including but not limited to the federal constitution, the state constitution, or any federal or state statute, regulation, rule, or common law, related to the Property. These releases do not include any future claims arising from any rights or claims that are based solely on events that occur after the Parties sign this Agreement, or any right to institute legal action for the purpose of enforcing this Agreement.
5. **Responsibility for Costs and Fees.** Each Party shall be responsible for its own costs, expenses, and attorneys' fees associated with the litigation giving rise to this dispute and Agreement.
6. **Not Rescindable.** This Agreement is effective against a Party upon execution by that Party, and is not rescindable with respect to any claims.
7. **Choice of Law and Severability.** This Agreement is governed by the laws of the State of Minnesota. If any part of this Agreement is construed by a court to be

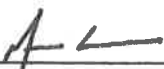
unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver and Equal Drafting.** Waiver by either party of any term or condition of this Agreement will not constitute a waiver of any other term or condition of this Agreement. If either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the Parties.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. Neither party has relied on any statements, promises, or representations that are not stated in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the Parties. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by the Parties. This Agreement may be signed in counterparts, and a copy of this Agreement will have the same legal effect as the original.

**IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date last shown below. By signing below each party specifically acknowledges that it has read this Agreement, that it has been advised to review the terms of this Agreement with legal counsel, that it has received all necessary approvals from governing bodies to enter into such Agreement, and that it agrees to be legally bound by all terms of the Agreement.**

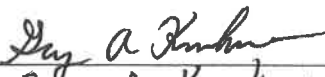
**KRUCKOW COMPANIES, LLC**

3-31-2021  
Date

  
By: MICHAEL KRUCKOW  
Its: MANAGING PARTNER

**BONANZA GRAIN, INC.**

3/31/2021  
Date

  
By: Gary A Kruckow  
Its: President

**COUNTY OF HOUSTON**

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

\_\_\_\_\_  
Board Chair

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

\_\_\_\_\_  
Board Clerk

## **Exhibit A**

Part of the Northwest Quarter of the Southwest Quarter lying East of the public highway in Section 5, Township 101 North of Range 5 West, Houston County, Minnesota, except highway right-of-way.



## EXHIBIT B

The portion of the Property subject to the nonconforming right to continue to engage in mining activity shall include the existing Schutz Quarry open pit as outlined in orange and the additional two (2) acres outlined in red.



### Overview



### Legend

- Corporate Limits
- Political Township
- Parcels
- Roads
- Existing Open Pit
- Additional 2 Acres

## Houston County Agenda Request Form

**Date Submitted:** April 7, 2021 **Board Date:** April 13, 2021

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

**Issue:**

On December 27, 2020 The Coronavirus Response and Relief Supplemental Appropriation Act was signed. This included funding to be awarded as economic relief to eligible US airports to prevent, prepare for and respond to the COVID-19 pandemic. Houston County/Caledonia airport has been allotted \$9,000 in funding that may be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as well as, operational expenses directly related to the airport incurred on or after January 20, 2020. Operational expenses are those expenses necessary to operate, maintain, and manage an airport. They include expenses such as payroll, utilities, service contracts, and items generally having a limited useful life, including personal protective equipment and cleaning supplies.

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

**Justification:**

**Action Requested:**

Board approval to accept the grant and to authorize Brian Pogodzinski as the Sponsor's Official Representative to sign the grant agreement.

For County Use Only			
<b><u>Reviewed by:</u></b>	<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>	<u>          </u> Zoning Administrator <u>          </u> Environmental Services
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

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



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Great Lakes Region  
Minnesota, North Dakota, South Dakota

FAA DMA ADO  
6020 28th Ave S  
Suite 102  
Minneapolis, MN 55450

## CRRSA Transmittal Letter

April 7, 2021

Mr. Brian Pogodzinski  
1124 E Washington St  
Caledonia, MN 55921

Dear Mr. Pogodzinski:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. **3-27-0016-009-2021 for Houston County Airport**. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **June 1, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



E. Lindsay Butler  
Acting Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date April 7, 2021

Airport/Planning Area Houston County Airport

ACRGP Grant Number 3-27-0016-009-2021

Unique Entity Identifier 071764690

TO: County of Houston

(herein called the "Sponsor")

*Channeled through the State of Minnesota*

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 16, 2021, for a grant of Federal funds at or associated with the Houston County Airport, which is included as part of this ACRGP Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Houston County Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Houston County incurred

no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

**NOW THEREFORE**, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$9,000, allocated as follows:  
  - \$9,000** Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
  - a. The Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. The Budget Period:
    1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
  - c. Close out and Termination.
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor

does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 1, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.



**11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

**12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**13. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

**14. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**15. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

**16. Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

**17. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.



- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

**18. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
    - A. Associated with performance under this ACRGP grant; or
    - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

**20. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. A violation of law, rule, or regulation related to a Federal grant.
  - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal office or employee responsible for oversight of a grant program;
    - e. A court or grand jury;
    - f. A management office of the grantee or subgrantee; or
    - g. A Federal or State regulatory enforcement agency.
  - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- 21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

### **SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS**

#### **CONDITIONS FOR ROLLING STOCK/EQUIPMENT -**

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

#### **CONDITIONS FOR UTILITIES AND LAND -**

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated April 7, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

E. Lindsay Butler

*(Typed Name)*

Acting Manager, FAA-DMA-ADO

*(Title of FAA Official)*

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. <sup>1</sup>

Dated

County of Houston

*(Name of Sponsor)*

*(Signature of Sponsor's Designative Official/Representative)*

By:

*(Type Name of Sponsor's Designative Official/Representative)*

Title:

*(Title of Sponsor's Designative Official/Representative)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at \_\_\_\_\_

**By:**

\_\_\_\_\_  
(Signature of Sponsor's Attorney)

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq. <sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. <sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>3,4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. <sup>1</sup>
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. <sup>1</sup>



- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

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#### **FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

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#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

##### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### **2. Responsibility and Authority of the Sponsor.**

###### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**10. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**11. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**12. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

### **13. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

### **14. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

### **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

### **16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

#### **17. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **18. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **19. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **20. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
  - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The County of Houston, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
  - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of February 16, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**23. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**24. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



**Current FAA Advisory Circulars Required for Use in AIP Funded and PFC  
Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

## Houston County Agenda Request Form

Date Submitted: April 7, 2021 Board Date: April 13, 2021

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Board approval needed to award the low bid from Zenke, Inc in the amount of \$75,434.50 for the 2021 Watermain Improvements

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

Abstract is attached for review.

**Justification:**

**Action Requested:**

For County Use Only			
<b><u>Reviewed by:</u></b>	<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>
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

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



***Date:*** April 8, 2021

***To:*** Houston County Commissioners & Staff

***From:*** Allison Wagner, Houston County EDA

***RE:*** Approval to send letter to Clean Chickens Co. on behalf of Houston County

***Background:*** On April 7<sup>th</sup>, 2021 the Houston County EDA board discussed the possibility of Clean Chickens Co. a USDA certified mobile slaughtering unit coming to Houston County to help some of our local farmers process their chickens. The owner of the company Gregory Wierschke is requesting a letter from the County. (See attached letter.)

***Recommendation:*** Approve the letter to be sent.

***Action Required:*** A motion made by the Board of Commissioners approving the sample letter attached to be sent to Clean Chickens Co.



# HOUSTON COUNTY

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

Commissioners:  
District 1  
Dewey Severson  
District 2  
Eric Johnson  
District 3  
Robert Burns  
District 4  
Teresa Walter  
District 5  
Greg Myhre

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April 13, 2021

Clean Chickens Co.  
Gregory & Rebecca Wierschke  
19227 Yale St. NW  
Elk River, MN 55330

Dear Mr. & Mrs. Wierschke,

On April 7<sup>th</sup>, 2021 the Houston County EDA board discussed the possibility of you bringing your USDA certified mobile slaughtering unit to Houston County to help some of our local farmers process their chickens. The EDA board supports you coming to the County to offer this service as it fits in with the EDA's initiative to help farmers try new things on and off the farm. We have heard from farmers that there is a need for this service in the area, however this is not a service that is currently offered in Houston County. In addition, the EDA board sees a need for USDA certification so farmers can sell their product across state lines.

Based on the EDA board's recommendation the Houston County Commissioners approved a vote to send this letter in support of you coming and offering your services to our local farmers in Houston County.

All County, State, and Federal regulations must be followed while visiting Houston County.

Thank you,

Robert Burns  
Houston County Board Chairperson