

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: September 14, 2021

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Board Clerk/Polly Heberlein, Mike Wiste, Matt Schuldt, Merchants Bank Market President, Nick Benz, CTP, Merchants Treasury Management Lead, Marcus Krings, Merchants Bank Credit Card Office/Department Manager, Andrew Guzzo, Merchants Bank Regional President, Manon Hoscheit, Merchants Bank, Customer Service Representative

Presiding: Chairperson Burns

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Walter, seconded by Commissioner Johnson, motion unanimously carried to approve the board meeting minutes from September 7, 2021.

Public Comment: No public comments.

Matt Schuldt, Nick Benz and Marcus Krings from Merchants Bank presented a bid proposal to the Board of Commissioners outlining the services available to the County mirroring all accounts currently held at Bank of the West. Included in the handout was a proposed structure of Account Earnings Credit, Out of Pocket Fees and potential Interest Earned for each month based on a twelve month period. Auditor/Treasurer Trehus did conclude that all fees have been waived from Bank of the West in the past. This information was compiled from Bank of the West Bank Statements and Analyzed Earnings Statements previously provided by the County Auditor/Treasurer.

Commission Burns asked to clarify the Maximum amount covered by FDIC Insurance. The first \$250,000 is covered by FDIC Insurance under the Merchant Bank's charter coverage but offers the Insured Cash Sweep account (ICS) using \$250,000 through a pool of other banks. Any excess balance above the target balance could be rolled over to an Insured Cash Sweep (ICS) Money Market account to earn interest. Six transfers are allowed per month from the Money Market Account.

Commissioner Johnson inquired about the Merchant Bank's online system. Mr. Schuldt will get authorization to share some business references with the board. Commissioner Severson had some security concerns regarding the Insured Cash Sweep (ICS). Matt Schuldt said that there are several agreements in place but would like to get more information on the type of security protection the County is looking for.

Merchants Bank presented a handout of credit cards they have available. They have two types of credit cards to offer with the availability to make payments at the Bank. All questions regarding the credit cards would be referred to the Merchants branch in Winona with all fees waived. Finance Director Lapham added that we currently have all fees waived with Bank of the West. Merchants Bank Regional President, Andrew Guzzo expressed his appreciation to the county board for allowing them to present their products and services.

CONSENT AGENDA

There were no consent agenda items.

ACTION ITEMS

File No. 1 – Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve a CUP for Josh and Autumn Wiste and Mike and Jennifer Wiste to build a dwelling on less than 40 acres in an Agriculture Protection District in Spring Grove Township.

File No. 2 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to affirm the completed Resolution which states that the County Board Chair and the County Auditor-Treasurer are authorized to sign the Grant Agreement for Federal Airport Expenses Reimbursement. The Resolution 21-41 was passed on September 7, 2021 board meeting without the actual authority being given. This was referenced in the minutes of September 7, 2021.

File No. 3 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve low bid for SAP 028-599-094 to Minnowa Construction Inc. for \$637,763.25. This project would be for a bridge replacement on Looney Valley Road in Houston Township. Justin Conway expressed that the bid came in lower than expected with only two bids received.

DISCUSSION ITEMS

The preliminary budget will be set by month end with much conversation to take place next week during the Board Workshop session.

Commissioner Burns will put a list together with the topic of ideas for the ARP funds and email to all commissioners in advance. Finance Director Lapham mentioned that multiple bids must be received for projects used with ARP funds in order to follow Federal guidelines. Commissioner Burns asked if Soil and Water would be considered as a federal project and it was determined, that it would not need to follow those guidelines but would be responsible for completion of all reporting.

Commissioners discussed recent meetings they had attended including County Justice Center, Highway Department, Hiawatha Valley, WinLac, Semcac and negotiation meetings.

Commissioner Myhre reported the County Shop is at 50 percent complete and within budget. Furniture has been included but has not come before the board to date.

Commissioner Myhre reported on attending the Crooked Creek retaining waterway tour and watched a video.

Commissioner Myhre reported that Semcac would receive annual payments of \$250,000 for three years from a State Grant for home energy updates. Commissioner Walter felt the County should consider the payments before appropriations are set.

Commissioner Walter reported that both EMS Director and Workforce Development have offered to attend Commissioner meetings if needed to update the board. Miken Sports has been a large topic of discussion within the Workforce Development and planning strategies on how to prepare the workers for the closure if it happens.

It was the consensus of the board that the three local banks should prepare a bid proposal for the County's accounts with Commissioner Burns expressing the importance of comparing apples to apples.

Commissioner Johnson expresses condolences to Deb Dewey on the death of her husband, John Dewey who was employed by the County Highway Department for almost 40 years.

Commissioner Johnson reported there has been some discussion on the need for another storm sewer depending on whether or not there is enough of a slope in front of the new highway building from Washington Street. Engineer Pogodzinski will monitor this as time goes on. Commissioner Johnson reminded the board to be thinking about signage for the new highway shop building.

Commissioner Severson pointed out there is an area of blacktop by the West Entrance parking lot at the Historic Courthouse. He feels the sidewalk is a tripping hazard and difficult to access with a wheelchair. He will contact Engineer Pogodzinski to advise.

Commissioner Severson mentioned that Covid cases are on the rise and felt the County should be prepared to take action in protecting all employees and others.

Commissioner Burns reported the Wildcat Lottery that was held on September 8th went fairly well as campers had the opportunity to pick a site of their choice when their name was drawn. Some campers expressed an interest to swap sites and will be allowed two weeks to do so.

Commissioners Burns reported that he and Commissioner Severson listened in on the AMC Highway Funding zoom meeting. Commissioner Burns and Commissioner Myhre have been

meeting with Department Heads to review budgets, with Human Services being one of larger departments of discussion.

Commissioner Burns invited all commissioners to attend the Feedlot Administration meeting through AMC to be held via Zoom on Monday, September 20th from 10:00 – 11:00 a.m.

Public Comment: No public comments.

There being no further business at 10:34 a.m., a motion was made by Commissioner Severson, seconded by Commissioner Myhre, motion unanimously carried to adjourn the meeting. The next meeting will be a workgroup session on September 21st and a regular board meeting on September 28, 2021.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: September 21, 2021

9:00a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present:

Auditor/Treasurer Donna Trehus, Finance Director Carol Lapham, EDA Director/Board Clerk Allison Wagner, Engineer Brian Pogodzinski, Interim Recorder Mary Betz, Dave Walter Root River SWCD, Jean Meiners Root River SWCD, Heidi Hankins Accounting Supervisor, Public Health and Human Services Director John Pugleasa, Public Health Supervisor Heather Myhre, Social Services Supervisor Bethany Moen, and Laurie Moen

Board Workgroup Session

Call to order.

Dave Walter from the Root River Soil and Water Conservation District (SWCD) gave a presentation to the Commissioners about the Gary Klinski Crooked Creek Structure in the Crooked Creek Watershed district. The project had first been discussed in 2007 and 2008. In July of 2021 the core trench was started.

Commissioners began general discussion regarding the 2022 budget. Commissioners reviewed proposed budgets from various departments.

Commissioners discussed the ARP dollars the County was receiving, and possible uses for the funds. The Commissioners would need to have a tentative plan for the dollars by the end of October, 2021. The plan could be changed or amended in the future. The Commissioners began preliminary discussions for the plan. Possible potential uses for the dollars to be included in the preliminary plan included: replenishing lost revenue for various departments, highway projects such as bridge maintenance and seal coating, County Board Room updates relating to technology, an allocation to Semcac, helping food shelves, watershed districts, EMS/Sheriff's Office radios, Posse shed, accounts payable system, an electronic document management system, broadband projects, childcare and other economic development projects.

The meeting was adjured at 11:30 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
September 28, 2021**

Date Submitted: 09.23.2021

By: Tess Kruger, HRD/Facilities Mgr.

ACTION REQUEST

None

APPOINTMENT REQUEST

None

HR CONSENT AGENDA REQUEST

Assessor's Office

- **Change Kelly Petersen's job classification from Appraiser Trainee (B22, Step 5) to Certified Minnesota Appraiser B23, Step 3, retroactive to 9/21/2021**

Highway Department

- **Accept the resignation of Jason Leahy, Highway Maintenance Specialist, effective September 30, 2021. We thank Jason Leahy for his 15 years of service to the residents of Houston County**
- **Initiate a competitive search for a Highway Maintenance Specialist**

Public Health & Human Services

- **Hire Tara Kowalke, Children's Services Lead Social Worker, C42 Step 8, effective November 1, 2021 conditioned upon successful background check**

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

RESOLUTION NO. 21-42

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

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

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

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

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

To assist the Authorized Representative with the administration of the agreement, Brian Swedberg, Houston County Chief Deputy, is appointed as the Authorized Representative's designee.

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

To assist the Authorized Representative with the administration of the agreement, Suzanne Bublitz, Assistant Houston County Attorney, is appointed as the Authorized Representative's designee.

4. That Robert Burns, the Chair of the County of HOUSTON, and Donna Trehus, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____, 2021.

COUNTY OF HOUSTON

By: Robert Burns
Houston County Board Chair

ATTEST:

By: Donna Trehus
Houston County Board Clerk

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 200219, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

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

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

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

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

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

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

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

h. **“Subscriber”** shall mean the Agency.

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

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

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

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

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

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

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

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

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

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

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

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

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

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

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

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

11. [reserved]

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

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

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

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

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

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

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

15. WARRANTY DISCLAIMERS.

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

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

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

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

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

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

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

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

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

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

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

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

1. SUBSCRIBER (AGENCY)

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

Name: Mark Inglett

Signed: _____

Title: Houston County Sheriff
(with delegated authority)

Date: _____

Name: Samuel D. Jandt
(PRINTED)

Signed: _____

Title: Houston County Attorney
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



State of Minnesota Joint Powers Agreement

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

Recitals

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

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

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

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

- 2.2 **Methods of Access.**

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

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

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

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

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

particular transaction.

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

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

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

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent quarterly for the amount of One Hundred Fifty Dollars (\$150.00) or a total annual cost of Six Hundred Dollars (\$600.00).

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

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

4 Authorized Representatives

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

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

Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

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

Name: Samuel Jandt, County Attorney
Address: 306 S Marshall St, Ste 2100
Caledonia, MN 55921
Telephone: 507.725.5802
Email Address: samuel.jandt@co.houston.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

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

7 Audits

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

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

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

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

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing Obligations

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

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

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

1. GOVERNMENTAL UNIT

Name: Mark Inglett

Signed: _____

Title: Houston County Sheriff
(with delegated authority)

Date: _____

Name: Samuel D. Jandt

Signed: _____

Title: Houston County Attorney
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

CJDN Fee Structure

Effective July 2018

Statements:

All agencies receiving data from the BCA or through the BCA will be charged at least \$50 per-month. (Regardless if they are connected directly to us or not)

Current paying agencies will continue to pay their current monthly fee regardless of the method of connection. (Exception: See VPN agency charges below)

New agencies will pay \$50 per-month.

Agencies that are currently not paying any fees will be charged \$50 per-month.

VPN agencies will pay \$50 per-month plus \$15.00 per-fob p/m (for CJA & Private Law Firm) or \$35 per-fob p/m (for NCJA).

\$100 one-time charge plus \$100.00 fob replacement charge (fobs have a 4-5 year renewal cycle).

* BCA Master Agreement with Agency will have language added to reflect Agency/PLF arrangement. Agreement will also allow PLF to support multiple agencies with single connection.

Connection types:

- 1. VPN – Site-Site Connection directly to BCA**
- 2. Direct (CJDN connection)**
(Additional MN-IT billing is direct to agency upon BCA approving MN-IT CJDN WAN Agreement. Agency shall have an appropriate agreement (Management Control Agreement with MN.IT))
- 3. Shared – Agency shares connection with another BCA connected agency**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)
- 4. Extended – Extending a network connection from a BCA connected agency to an existing agency.**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)

HOUSTON COUNTY

AGENDA REQUEST FORM

Date Submitted: 9/20/21

By: Assessor/Auditor/Treasurer/Finance

CONSENT AGENDA REQUEST: Abatement approval for Josewski parcel
#11.0001.000

ACTION ITEM:

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

14,836
1832

MINNESOTA REVENUE

CR-PTA

Application for Property Tax Abatement

For Taxes Levied in Tax Year(s): 2020

And Taxes Payable in Year(s): 2021

Applicant and Property Information

Applicant Information

Last Name Josewski	First Name Gregory	Middle Initial
Property Address Union Ridge Dr	Social Security Number	
City Caledonia	State MN	Zip code 55921
County Houston		School District Number
Parcel ID or legal description of property (from tax statement or valuation notice) 11.0001.000 record 2		

Applicant's Statement of Facts

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

Land 213200	Structures	Total 213200 235,900
----------------	------------	-------------------------

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

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

Explain why the above amount has not been paid

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

Explain why the above amount has not been paid

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

Explain why the above amount has not been paid

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

Explain why you think this settlement is fair and reasonable

Clerical error, value entered incorrectly

Incorrect value of 2,044,900 should be 235,900
Record 2 says 2019000 should be 201,000

Sign Here

Signature of Applicant

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

Signature of Applicant	Date 4-11-21
------------------------	-----------------

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

Use of Information

In order to be considered for abatement, you must file this form.

The information on this form will be used to properly identify you and determine if you qualify for abatement of property taxes under M.S. 270C.86 or 270C.34. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your

County Assessor may also ask for additional verification of qualifications. Your Social Security number is considered private data.

For Office Use Only

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

Amounts on Record	Year	Market Value		Taxes	Penalties	Interest	Costs	Total
		Land	Improvements					

Certifications of Approval

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

Recommendation of Assessor or Treasurer

☒ Approved

☐ Denied

Signature

Luca Orsini

Title

Assessor

Date

8-26-21

Recommendation of County Auditor

☒ Approved

☐ Denied

Signature

Donny Turner

Auditor / Treasurer

Date

8/26/21

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

☐ Approved

☐ Denied

Signature

Date

Certifications of Final Approval

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

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

Total Tax, Penalty, and Interest \$

Proposed Penalty Reduction \$

Proposed Tax Reduction \$

Total Proposed Reduction \$

Proposed Interest Reduction \$

Total Amount Payable \$

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

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

Signature of County Auditor

Date

DEPARTMENT OF REVENUE

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

Proposed Penalty and Interest Reduction

\$

Proposed Tax Reduction

\$

Total Proposed Reduction

\$

Signature of Commissioner or Delegate

Date

Signature of Commissioner or Delegate

Date

Houston County Agenda Request Form

Date Submitted: September 13, 2021 Board Date: September 28, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Project # CP 2021-04 Crack filling with Fahrner Asphalt Sealers, LLC who provided for the crack filling on various Houston County roads is complete and ready for final payment.

Attachments/Documentation for the Board's Review:

Final Contract Voucher (5 need to be signed)

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

Justification:

Action Requested:

Resolution for Final Acceptance needed for contract.

Language for Minutes:

Commissioner _____ moved, Commissioner _____ seconded, unanimously carried to approve Resolution 21- 43 Final Acceptance of Contract #315 – Fahrner Asphalt Sealers, LLC completes CP 2021-04 Crackfilling for a total cost of \$21,751.09

WHEREAS, Contract No. 315 has in all things been completed, and the County Board being fully advised in the premises; and

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

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

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

Houston County Highway Department

1124 E Washington St, Caledonia, MN 55921

CP 2021-04 Crack Filling

Final Payment No. 2

Contractor: Fahrner Asphalt Sealers, LLC
2800 Mecca Drive
Plover, WI 54467

Contract No. 315
Vendor Number: 5820
Up To Date: 8/25/2021
Warrant # _____ **Date** _____

Contract Amount

Original Contract	\$21,750.00
Contract Changes	\$0.00
Revised Contract	\$21,750.00

Funds Encumbered

Original	\$21,750.00
Additional	N/A
Total	\$21,750.00

Work Certified To Date

Base Bid Items	\$21,751.09
Contract Changes	\$
Material On Hand	\$0.00
Total	\$21,751.09

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$21,751.09	\$0.00	\$20,663.54	\$1,087.55	\$21,751.09
Percent: Retained: 0%			Percent Complete: 100.01%		
Amount Paid This Partial Payment				\$1,087.55	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

Approved By Fahrner Asphalt Sealers, LLC


County Engineer

Date 9/20/2021


Contractor

Date 9/9/21

Certificate of Final Contract Acceptance
Final Voucher Number: number

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

Dated 9/20/2021 Signature [Signature] County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$21,751.09 and agrees to the amount of \$1,087.55 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: name By [Signature]

And _____ And _____ State of, WI

On This 9 Day September, 2021, Before me appeared Kevin Knuckow To me known to

(Individual Acknowledgment)

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

(Corporate Acknowledgment)

Kevin Knuckow And _____, to me personally known, who, being each by me duly
sworn

each did say that they are respectively the Vice President and _____ of the Fahrer Asphalt & Gravel Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

Officer and said Kevin Knuckow and _____

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

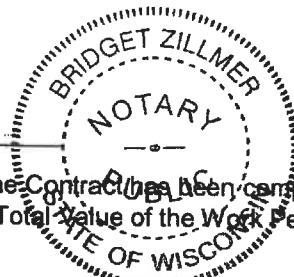
Notarial My Commission as Notary Public in Eau Claire County

Seal Expires 10/11/24 Signature [Signature]

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

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

Dated _____ Signature _____ District Engineer



Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
CP 2021-04 Crack Filling
Final Payment No. 2

Payment Summary

Nó.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	8/19/2021	\$21,751.09	\$1,087.55	\$20,663.54
2	8/25/2021	\$0.00	(\$1,087.55)	\$1,087.55

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CP 2021-04 Crack Filling		\$21,751.09	\$0.00	\$20,663.54	\$1,087.55	\$21,751.09

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	County Levy	\$1,087.55			\$21,751.09

Contract Item Status

Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2331.608 ROUT & SEAL BITUMINOUS PAVEMENT CRACKS (LB)	\$1.45	15000	0	\$0.00	15000.7525	\$21,751.09
Base Bid Totals:						\$0.00		\$21,751.09

Project Category Totals

Project	Category	Amount This Request	Amount To Date
CP 2021-04	CP 2021-04	\$0.00	\$21,751.09

Contract Change Item Status

Project	CC	CC#	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:								\$		\$

Contract Total

\$21,751.09

Contract Change Totals

Number	Description	Amount This Request	Amount To Date

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Houston County Highway Department
 1124 E Washington St, Caledonia, MN 55921
 CP 2021-04 Crack Filling
 Final Payment No. 2

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

Contract Item Status by Funding Breakdown

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CP 2021-04 Crack Filling	1	2331.608 ROUT & SEAL BITUMINOUS PAVEMENT CRACKS (LB)	\$1.45	15000	0	\$0.00	15000.751 7241379	\$21,751.09
Totals:						\$0.00		\$21,751.09



Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 8-Sep-2021 9:49:57 AM
Confirmation Number: 0-872-952-992
Name: FAHRNER ASPHALT SEALERS LLC
ID: 8753003
Affidavit Number: 1672286208
Project Owner: HOUSTON COUNTY HWY DEPT
Project Number: 2021-04
Project Begin Date: 7/21/2021
Project End Date: 7/29/2021
Project Location: HOUSTON COUNTY
Project Amount: \$21,751.09
Subcontractors: No Subcontractors

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

RCB310M1 RECAP Collection System

Inquiry - General Summary (A)

R 4756 R 11.0001.000

2021 Mod? Calc thru: 7/15/2021 MP#:

Taxpayer 17058

Total: EMV

TMV

Deeded acres

GREGORY J JOSEWSKI

2,044,900

2,044,900

78.10

12040 SAHARA CIR

Dist: 1107 TIF Dist:

ROGERS MN 55374-4765

Plat:

Sect Twnshp Range Lot Block

02 103 005

E1/2 SW1/4 EX 1.9A

Subd:

DOC 219229; DOC 258607; DOC

NON-HSTD - AGRICULTURAL

*MORE

Alternate

Escrow 900095

NORTHVIEW BANK

Prop Address

T	11/15/2021	Original	Adj/Chg	Payments	Unpaid Bal
Net Tax		14,836.00		916.00-	13,920.00
Special Asmt					
Tot before P&I		14,836.00		916.00-	13,920.00
Penalty			585.18		585.18
Interest					
Fees					
* *Totals		14,836.00	585.18	916.00-	14,505.18

F2=Tier F14=Legal F16=Notes F17=APINS F19=OtherNames F24=MoreKeys

A=GS B=ASM C=DQ E=TR F=SP H=THST I=PRASC J=COJ P=PA R=ADJ U=CAMA Y=CMP

Houston County Agenda Request Form

Date Submitted: September 22, 2021 Board Date: September 28, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To approve the 2021 Prioritized Bridge Replacement Resolution

Attachments/Documentation for the Board's Review:

Copy of resolution is attached.

Justification:

This resolution lists all the County and Township bridges that need replacement in the next 5 years. This resolution is sent to MN/Dot who then uses it to secure money from the State and Federal government.

Action Requested:

Pass Resolution

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

RESOLUTION 21- 44
Prioritized Bridge Replacement List

WHEREAS, Houston County has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, supplied by local citizenry and local units of government, and

WHEREAS, Houston County has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next five years;

NOW, THEREFORE BE IT RESOLVED that the following deficient bridges are high priority and Houston County intends to replace, rehabilitate, or remove these bridges as soon as possible when funds are available,

Old Bridge #	Road # or Name	Total Project Cost	Township Bridge/or State Aid Funds	Federal Funds	Bridge Bonding	Local Funds	Proposed Construction Year
L4038	Hauge Hill Road	369,240.00	349,240.00	-	-	20,000.00	2022
88421	CSAH 12	359,040.00	225,440.00	-	81,600.00	52,000.00	2022
L3984	Wiebke Hill Road	376,625.00	356,625.00	-	-	20,000.00	2023
L3983	Wiebke Hill Road	376,625.00	356,625.00	-	-	20,000.00	2023
88431	CSAH 20	366,221.00	230,989.00	-	83,232.00	52,000.00	2023
7540	CSAH 10	511,502.00	374,605.00	-	84,897.00	52,000.00	2024
6937	CR 249	373,545.00	16,648.00	-	84,897.00	272,000.00	2024
L4543	Oakland Drive	631,419.00	611,419.00	-	-	20,000.00	2024
L9502	Pfeffer Valley Road	402,665.00	382,665.00	-	-	20,000.00	2025
L3968	Sylling Road	402,665.00	382,665.00	-	-	20,000.00	2025
		4,169,547.00	3,286,921.00	-	334,626.00	548,000.00	

FURTHERMORE, Houston County does hereby request authorization to replace, rehabilitate, or remove such bridges; and

FURTHERMORE, Houston County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

Houston County Agenda Request Form

Date Submitted: September 21, 2021 Board Date: September 28, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

This is the Grant Agreement to accept the Federal Funds for the Culvert Lining Project at the airport. We previously signed a grant offer, and going through the process we are now signing a grant agreement.

Attachments/Documentation for the Board's Review:

Copy of the grant agreement and resolution.

Justification:

This project has already been approved and let to Sub Surface Inc.

Action Requested:

Approval of both the grant agreement and resolution.

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

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



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

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the County of Houston ("Grantee").

RECITALS

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

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on September 7, 2021, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A2801-33**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits: Exhibit 'A' – Houston County Grant Request Letter; Exhibit 'B' – Credit Application**

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not



sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

- 2.6 Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

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

4 Cost and Payment

- 4.1 Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Drainage Improvements – Culvert Lining	100%	0.0%	0.0%
Federal Committed:	\$ 78,000.00		
State:	\$ 0.00		
Grantee:	\$ 0.00		

Federal funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

- 4.2 Travel Expenses.** No travel Expenses are authorized for this project. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state at the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 4.3 Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.
- 4.4 Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$ 0.00**.

4.5 Payment

- 4.5.1 Invoices.** Grantee will submit invoices for payment by Credit Application, Exhibit 'B', which is attached and incorporated into this agreement and can also be found at <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving



payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

As work progresses on a monthly schedule.

- 4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
- 4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.
- 4.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
 - 4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.
 - 4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
 - 4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format.
- 4.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

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



6 Authorized Representatives

6.1 The State's Authorized Representative are:

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

6.2 Grantee's Authorized Representative is:

Brian Pogodzinski, County Engineer (507) 725-3925
Brian.Pogodzinski@co.houston.mn.us
 Houston County Department of Transportation
 1124 East Washington Street
 Caledonia, MN 55921

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

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

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

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

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

8 Liability

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

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1,



Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

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

10.2.1 Obligations

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

10.2.1.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or



jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

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

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 Termination by the State. The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

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

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

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

16 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor



for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.
- 20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-ublic.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 21 **Additional Provisions**
[Intentionally left blank.]



STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____



**HOUSTON COUNTY
DEPARTMENT OF TRANSPORTATION**

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

Brian K. Pogodzinski, Houston County Engineer

March 10, 2021

Mr. Luke Bourassa
Airport Development Engineer
MnDOT Office of Aeronautics
222 East Plato Blvd.
St. Paul, MN 55107

RE: Grant Application
Houston County Airport (CHU)
Runway 13/31 Culvert Lining

Dear Mr. Bourassa:

Please find enclosed the bid abstract, pre-construction photos, signed professional service agreement, SAMS registration, FAA cost-price analysis, and plans and specifications for the aforementioned project at the Houston County Airport in Caledonia, Minnesota.

The aforementioned project involves the application of a flexible liner inside the 30-inch corrugated metal pipe which runs under Runway 13/31.

The following is a breakdown of costs associated with this grant request:

RUNWAY 13/31 CULVERT LINING				
CONSTRUCTION (SUBSURFACE INC.)	TOTAL	FAA (90%)	STATE (0%)	LOCAL (10%)
RUNWAY 13/31 CULVERT LINING	\$55,001.00	\$49,500.90	\$0.00	\$5,500.10
TOTAL CONSTRUCTION:	\$55,001.00	\$49,500.90	\$0.00	\$5,500.10
PROFESSIONAL SERVICES (BOLTON & MENK, INC.)	TOTAL	FAA (90%)	STATE (0%)	LOCAL (10%)
DESIGN & CONSTRUCTION ENGINEERING	\$22,000.00	\$19,800.00	\$0.00	\$2,200.00
TOTAL ENGINEERING:	\$22,000.00	\$19,800.00	\$0.00	\$2,200.00
ADMINISTRATION (HOUSTON COUNTY)	TOTAL	FAA (90%)	STATE (0%)	LOCAL (10%)
BID ADVERTISING & ADMINISTRATION	\$1,000.00	\$900.00	\$0.00	\$100.00
TOTAL ADMINISTRATION:	\$1,000.00	\$900.00	\$0.00	\$100.00
	TOTAL	FAA (90%)	STATE (0%)	LOCAL (10%)
TOTAL PROJECT:	\$78,001.00	\$70,200.90	\$0.00	\$7,800.10

Exhibit 'A' (cont.)

The Houston County requests a Federal grant agreement in the amount of **\$ 70,201.00** for the aforementioned project. If you need any further information or documentation, please feel welcome to contact me at brian.pogodzinski@co.houston.mn.us or 507-725-3925.

Sincerely,



Brian K. Pogodzinski, P.E.
County Engineer

cc: Ben Garrow, FAA DMA-ADO
Brian Conklin, MnDOT Aeronautics
Silas Parmar, Bolton & Menk, Inc.

Enclosures:

- Bid Abstract
- Pre-Construction Photos
- Signed Professional Service Agreement
- SAMS Registration
- FAA Cost-Price Analysis
- Plans and Specifications

Mn/DOT Agreement No.

CREDIT APPLICATION

For period beginning , 20 ; ending , 20 .

☐ *FINAL ☒ PARTIAL (CHOOSE ONE)

Title

(Complete Form On Reverse Side)

Exhibit "B" (cont.)

STATE OF Minnesota

COUNTY OF

, being first duly sworn, deposes and says that he/she is the
 of the Municipality of , in the County
of , State of Minnesota; that he/she has prepared the foregoing Credit Application,
knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own
knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION 21-45

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

It is resolved by the County of Houston as follows:

1. That the state of Minnesota Agreement No. 1048534,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A2801-33 at the Houston County Airport is accepted.
2. That the Auditor-Treasuer and County Board Chairman are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
Houston County.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF HOUSTON

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the
Houston County Board of Commissioners

(Name of the Recipient)

at an authorized meeting held on the 28th day of September, 2021

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION 21-45

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Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

Houston County Agenda Request Form

Date Submitted: September 22, 2021 **Board Date:** September 28, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Attached is the proposals for the purchase of desks, chairs and shelving for the new highway facility.

Alternative Business Furniture:

Desks and Surfaces	\$52,503.57
Chairs	\$19,741.82

Attachments/Documentation for the Board's Review:

Alternative Business Furniture detailed proposals.

Justification:

Action Requested:

Approve furniture request.

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

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



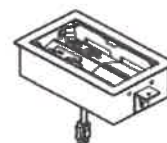
PROJECT PROPOSAL

Project: Houston County, Highway Department
Contact: Brian Pogodzinski
Salesperson: Mark Frommelt
Designer: Sarah Sandeen
System: Herman Miller AO2 / ESI / Global / KI / AIS
Date: April 21, 2021
REVISED: September 8, 2021

PRODUCT SPECIFICATIONS

103-Conference Room

Qty.	Description	Unit Price	Total Price
1	Global "Zira" 48 x 240" Rectangular Boardroom Table - Model #: Z48240REE - Features: 3-Piece Top, 4-Bases with wire access doors on each side of base and wire concealment runners between bases - Top Thickness: 1.5" - Edge Detail: #C3 - Standard Flat, #CR - Bicut Edge, OR #CF - Fluted Edge - TBD - Base Trim: Brushed Cobalt OR Black - TBD - Top Laminate: Standard Laminate - TBD - Base Laminate: Standard Laminate - TBD	3,831.34	3,831.34
3	Global Power/USB Cut-Outs (Locations U1, U2, & U3)	33.58	100.74
3	Global Power/USB Block - Model #: PM202USB_ - Dimensions: 11D x 6.8W x 3.5H - Features: Recessed door, two AC power simplexes (two receptacles), one USB duplex (USB charging), two telecom knock-outs, one simplex on the bottom, and one 10' power cord (duplexes finish White only) - Finish: Black or Tungsten	324.76	974.28
1	Global Telecom Plate - 2 x 6 - Model #: PTEL01 - Features: (2) RJ45 cat 6 data - Note: This will need to be hardwired by data contractor - Finish: Black	61.18	61.18
1	Global Telecom Plate - 3SVH - Model #: PTEL05 - Features: (1) mini stereo, (1) 15-pin HD VGA and (1) HDMI - Finish: Black	150.88	150.88
103-Conference Room Subtotal:			5,118.42



Power/USB Block



Telecom Plate - 2 x 6



Telecom Plate - 3SVH

107-Administration

Qty.	Description	Unit Price	Total Price
1	39 x 24" Non-Powered Fabric Covered Panel	99.00	99.00
1	39 x 30" Non-Powered Fabric Covered Panel	108.20	108.20
1	39 x 36" Non-Powered Fabric Covered Panel	122.60	122.60
2	53 x 24" Non-Powered Fabric Covered Panel	107.20	214.40
1	67 x 24" Non-Powered Fabric Covered Panel	124.20	124.20
3	67 x 36" Non-Powered Fabric Covered Panel	161.20	483.60
1	34" Wall Start	34.80	34.80
1	48" Wall Start	34.80	34.80
1	62" Wall Start	37.20	37.20

107-Administration - Continued

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
3	34" Draw Rod	6.20	18.60
2	48" Draw Rod	6.40	12.80
3	62" Draw Rod	6.40	19.20
1	67" 2-Way Connector	37.20	37.20
2	39" Finished End, Metal	26.00	52.00
1	67" Finished End, Metal	29.40	29.40
1	Change Of Height, Panel to Panel	7.60	7.60
8	60" Wall Track - (Cut to Fit - 25")	29.20	233.60
6	60" Wall Track	29.20	175.20
112	Toggles	1.76	197.12
112	Wall Fastener, Machine Screw	0.26	29.12
1	24 x 30" Worksurface	69.20	69.20
1	24 x 36" Worksurface	73.40	73.40
2	24 x 48" Worksurface	81.80	163.60
2	24 x 60" Worksurface	104.20	208.40
2	24 x 48" Corner Worksurface	135.20	270.40
2	24" End Panel	78.00	156.00
2	24" End Panel	78.00	156.00
2	30" Shelf	43.00	86.00
2	36" Shelf	45.00	90.00
2	30" Flipper Door	71.40	142.80
2	36" Flipper Door	77.20	154.40
2	30" Tackboard	49.92	99.84
2	36" Tackboard	53.52	107.04
2	30" Tasklight	59.36	118.72
2	36" Tasklight	60.96	121.92
2	Pencil Drawer	22.80	45.60
2	File / File Pedestal - F Front	148.32	296.64
2	Box / Box / File Pedestal - F Front	156.06	312.12
2	ESI "FlexCharge 4C" Desktop Power Module	115.20	230.40
	- Model #: <i>FCH4C</i>		
	- Features: (2) AC Power, (1) USB-A Outlet, (1) USB-C Outlet, 8' Power Cord		
	- Finish: <u>Black OR White - TBD</u>		

107-Administration Subtotal: 4,973.12

109-Engineering Open Office

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
2	53 x 24" Powered Fabric Covered Panel	146.40	292.80
12	53 x 36" Non-Powered Fabric Covered Panel	141.60	1,699.20
2	53 x 36" Powered Fabric Covered Panel	181.60	363.20
12	53 x 48" Non-Powered Fabric Covered Panel	163.20	1,958.40
2	53 x 48" Powered Fabric Covered Panel	202.40	404.80
1	67 x 24" Powered Fabric Covered Panel	163.60	163.60
2	67 x 24" Powered Fabric Covered Panel	163.60	327.20
6	67 x 36" Powered Fabric Covered Panel	200.80	1,204.80
2	48" Wall Start	34.80	69.60
1	62" Wall Start	37.20	37.20
12	Toggles	1.76	21.12
12	48" Draw Rod	6.40	76.80
7	62" Draw Rod	6.40	44.80
6	53" 2-Way Connector	34.60	207.60
1	53" 3-Way Connector	57.80	57.80

109-Engineering Open Office - Continued

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
3	67" 3-Way Connector	62.40	187.20
2	67" 4-Way Connector	80.40	160.80
12	53" Finished End, Metal	28.40	340.80
8	Change of Height, Panel to Connector 67-53	7.20	57.60
4	Duplex - Circuit A	15.86	63.44
4	Duplex - Circuit B	15.86	63.44
4	Duplex - Circuit C	15.86	63.44
1	67" Ceiling Power Entry	267.60	267.60
6	24 x 24" Worksurface	65.20	391.20
6	24 x 36" Worksurface	73.40	440.40
12	36" Shelf	45.00	540.00
12	36" Flipper Door	77.20	926.40
12	36" Tackboard	53.52	642.24
12	36" Tasklight	60.96	731.52
6	File / File Pedestal - F Front	148.32	889.92
6	Box / Box / File Pedestal - F Front Worksurface Supporting	156.06	936.36
6	ESI "FlexCharge 4C" Desktop Power Module	115.20	691.20
	- Model #: <i>FCH4C</i>		
	- Features: (2) AC Power, (1) USB-A Outlet, (1) USB-C Outlet, 8' Power Cord		
	- Finish: <u>Black OR White - TBD</u>		
1	AIS 48W x 84L x 38"H Day-to-Day Multi-Purpose Table, Rectangle	817.79	817.79
	-Model #: <i>SP-80132-1</i>		
	-Laminate: <u>Standard AIS Grade A Laminate - TBD</u>		
	-2mm Edge Finish: <u>Standard Edge Finish - TBD</u>		
	-Base Finish: <u>Standard Paint Finish - TBD</u>		
1	AIS 48W x 96L x 38"H Day-to-Day Multi-Purpose Table, Rectangle	861.14	861.14
	-Model #: <i>SP-80132-2</i>		
	-Laminate: <u>Standard AIS Grade A Laminate - TBD</u>		
	-2mm Edge Finish: <u>Standard Edge Finish - TBD</u>		
	-Base Finish: <u>Standard Paint Finish - TBD</u>		
109-Engineering Open Office Subtotal:			<u>16,001.41</u>

113-Engineering Supervisor

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
3	60" Wall Track - (Cut to Fit - 25")	29.20	87.60
4	72" Wall Track	31.20	124.80
63	Toggles	1.76	110.88
63	Wall Fastener, Machine Screw	0.26	16.38
1	24 x 48" Worksurface	81.80	81.80
1	24 x 72" Worksurface	118.20	118.20
1	H-Leg for 36"D Worksurface	83.76	83.76
2	57" Stiffener	18.96	37.92
4	48" Shelf	49.00	196.00
2	48" Tackboard	59.04	118.08
2	48" Tasklight	64.80	129.60
1	File / File Pedestal - F Front	148.32	148.32
1	Box / Box / File Pedestal - F Front	156.06	156.06
1	ESI "FlexCharge 4C" Desktop Power Module	115.20	115.20
	- Model #: <i>FCH4C</i>		
	- Features: (2) AC Power, (1) USB-A Outlet, (1) USB-C Outlet, 8' Power Cord		
	- Finish: <u>Black OR White - TBD</u>		
113-Engineering Supervisor Subtotal:			<u>1,524.60</u>

114-County Engineer

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
2	60" Wall Track - (Cut to Fit - 25")	29.20	58.40
1	60" Wall Track - (Cut to Fit - 35")	29.20	29.20
1	60" Wall Track - (Cut to Fit - 42")	29.20	29.20
4	72" Wall Track	31.20	124.80
71	Toggles	1.76	124.96
71	Wall Fastener, Machine Screw	0.26	18.46
1	24 x 60" Worksurface NOTCHED	104.20	104.20
1	36 x 72" Worksurface	198.40	198.40
2	H-Leg For 30"D Worksurface	83.76	167.52
1	57" Stiffener	18.96	18.96
1	36"D End Panel, Right	103.20	103.20
2	Surface Ganging Bracket	6.24	12.48
2	30" Shelf	43.00	86.00
2	48" Shelf	49.00	98.00
1	48" Flipper Door	89.20	89.20
1	30" Tackboard	49.92	49.92
1	48" Tackboard	59.04	59.04
1	30" Tasklight	59.36	59.36
1	48" Tasklight	64.80	64.80
1	Pencil Drawer	22.80	22.80
1	File / File Pedestal - F Front	148.32	148.32
1	Box / Box / File Pedestal - F Front	156.06	156.06
1	ESI "FlexCharge 4C" Desktop Power Module	115.20	115.20
	- Model #: <i>FCH4C</i>		
	- Features: <i>(2) AC Power, (1) USB-A Outlet, (1) USB-C Outlet, 8' Power Cord</i>		
	- Finish: <i>Black OR White - TBD</i>		
1	AIS "Day-to-Day Multi-Purpose" 30 x 48" Rectangular Table with Arc Aluminum T-Bases on Gliders -Model #: <i>T-RCR304829ATG</i> -Laminate: <i>Standard AIS Grade A Laminate - TBD</i> -2mm Edge Finish: <i>Standard Edge Finish - TBD</i> -Base Finish: <i>Standard Paint Finish - TBD</i>	315.18	315.18

114-County Engineer Subtotal: 2,253.66

117-Break Room

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
6	AIS "Day-to-Day Multi-Purpose" 30 x 60" Rectangular Table with Arc Aluminum T-Bases on Gliders -Model #: <i>T-RCR306029ATG</i> -Laminate: <i>Standard AIS Grade A Laminate - TBD</i> -2mm Edge Finish: <i>Standard Edge Finish - TBD</i> -Base Finish: <i>Standard Paint Finish - TBD</i>	327.93	1,967.58

117-Break Room Subtotal: 1,967.58

123-Maintenance Supervisor

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
3	60" Wall Track - (Cut to Fit - 25")	29.20	87.60
3	60" Wall Track	29.20	87.60
45	Toggles	1.76	79.20
45	Wall Fastener, Machine Screw	0.26	11.70
1	24 x 48" Worksurface NOTCHED	81.80	81.80
1	24 x 72" Worksurface	118.20	118.20
1	H-Leg For 30"D Worksurface	83.76	83.76

123-Maintenance Supervisor - Continued

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	67" Stiffener	18.96	18.96
2	36" Shelf	45.00	90.00
2	36" Flipper Door	77.20	154.40
2	36" Tackboard	53.52	107.04
2	36" Tasklight	60.96	121.92
1	File / File Pedestal - F Front	148.32	148.32
1	Box / Box / File Pedestal - F Front	156.06	156.06
1	ESI "FlexCharge 4C" Desktop Power Module	115.20	115.20
	- Model #: <i>FCH4C</i>		
	- Features: (2) AC Power, (1) USB-A Outlet, (1) USB-C Outlet, 8' Power Cord		
	- Finish: <u>Black OR White - TBD</u>		

123-Maintenance Supervisor Subtotal: 1,461.76

126-Mechanic Office

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	60" Wall Track - (Cut to Fit - 25")	29.20	29.20
7	84" Wall Track	32.80	229.60
103	Toggles	1.76	181.28
103	Wall Fastener, Machine Screw	0.26	26.78
1	24 x 48" Worksurface	81.80	81.80
1	H-Leg	83.76	83.76
	for 30"D Worksurface		
1	57" Stiffener	18.96	18.96
4	36" Shelf	45.00	180.00
4	42" Shelf	47.40	189.60
4	48" Shelf	49.00	196.00
1	48" Flipper Door	89.20	89.20
1	48" Tackboard	59.04	59.04
1	48" Tasklight	64.80	64.80
2	Box / Box / File Pedestal - F Front	156.06	312.12
1	ESI "FlexCharge 4C" Desktop Power Module	115.20	115.20
	- Model #: <i>FCH4C</i>		
	- Features: (2) AC Power, (1) USB-A Outlet, (1) USB-C Outlet, 8' Power Cord		
	- Finish: <u>Black OR White - TBD</u>		

126-Mechanic Office Subtotal: 1,857.34

134-Soils Lab

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
3	60" Wall Track	29.20	87.60
30	Toggles	1.76	52.80
30	Wall Fastener, Machine Screw	0.26	7.80
1	30 x 60" Worksurface	128.40	128.40
2	30" Shelf	43.00	86.00
2	30" Flipper Door	71.40	142.80
2	30" Tackboard	49.92	99.84
2	30" Tasklight	59.36	118.72
1	Box / Box / File Pedestal - F Front	156.06	156.06
1	ESI "FlexCharge 4C" Desktop Power Module	115.20	115.20
	- Model #: <i>FCH4C</i>		
	- Features: (2) AC Power, (1) USB-A Outlet, (1) USB-C Outlet, 8' Power Cord		
	- Finish: <u>Black OR White - TBD</u>		

134-Soils Lab Subtotal: 995.22

AIS Pricing per OMNIA Contract R191801

ESI Pricing per OMNIA Contract R180401

Global Pricing per U of M Contract U42.112

Herman Miller Pricing per Contract # 144482

State Contract Release F-464(5)

Product Subtotal: 36,153.11

Non Contract Worktops**109 Engineering Open Office**

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
5	24 x 48 x 60 x 24" Corner Worksurface	262.51	1,312.55
1	24 x 48 x 72 x 24" Corner Worksurface	295.75	295.75
4	24 x 60 x 48 x 24" Corner Worksurface	262.51	1,050.04
1	24 x 60 x 48 x 24" Corner Worksurface	262.51	262.51
1	24 x 72 x 48 x 24" Corner Worksurface	295.75	295.75

NOTCHED

113 Engineering Supervisor

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	24 x 54 x 72 x 36" Straight Corner Peninsula Extended Right	345.44	345.44

114 County Engineer

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	30 x 72 x 48 x 24" Straight Corner Peninsula Extended Right	324.70	324.70

123 Maintenance Supervisor

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	24 x 48 x 84 x 30" Straight Corner Peninsula Extended Right	365.50	365.50

126 Mechanic Office

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	30 x 48 x 72 x 30" Straight Corner Peninsula Extended Right	324.70	324.70

Non-Contract Product: 4,576.94**ADDRESS:**

1124 E. Washington Street
Caledonia, MN

NOTE:

- Standard Lead Time: 3-5 Weeks.
- Rush Lead Time: 10-15 business Days Available At An Additional Charge.
- Quote Valid for 30 Days

LEAD TIMES:

- AIS: 4-6 weeks
- ESI: 2-4 weeks
- Global: 6-8 weeks
- Herman Miller AO2: 6-8 weeks

Product Total:	40,730.05
Dock Delivery:	495.00
Installation:	11,093.36
Design:	NC
AIS Surcharge:	185.16

PROJECT TOTAL: 52,503.57

*Applicable Sales Taxes will be added at time of invoicing.
Pricing Subject to Unannounced Tariff Surcharges.*

*****PROJECT SPECIFICATIONS AND TERMS ARE LISTED ON THE FOLLOWING PAGE.*****



PROJECT PROPOSAL

Project: Houston County - Seating
Contact: Brian Pogodzinski
Salesperson: Mark Frommelt
Designer: Sarah Sandeen
System: Global / AllSeating
Date: June 29, 2021
Revised: September 2, 2021

PRODUCT SPECIFICATIONS

TASK CHAIRS

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
2	Global "Luray" Medium Back Tilter with Fixed Arms - Model #: 6462-4 - Features: <i>Black Nylon Arm with SSU Armcap</i> - Casters: <i>#C1 - 2" Dual Wheel Carpet Caster, Black</i> - Base Finish: <i>Black Nylon</i> - Fabric: <u>Global Grade 7 UltraFabric "Pro" - Colorway TBD</u>	596.62	1,193.24
			
5	AllSeating Zip Fully Upholstered Midback Task Chair - Model #: 92040-MF - Glides: <i>Carpet Casters</i> - Features: <i>Multi-Function Arm, Adjustable Width Bracket Knob, Synchro Tilt, 2.5" Seat Slider</i> - Frame Finish: <i>Black Nylon</i> - Seat Fabric: <u>Allseating Grade 8 UltraFabric "Pro" - Colorway TBD</u>	548.78	2,743.90
			
5	AllSeating YouToo Midback Task Chair, Mesh Back - Model #: 85040-MF - Glides: <i>Carpet Casters</i> - Features: <i>Multi-Function Arm, 2.5" Seat Slider, Synchro Tilt, Full Seat, Back Height Adjustment, Adjustable Width Bracket Lever</i> - Frame Finish: <i>Black Nylon</i> - Back Mesh: <u>Standard Allseating Mesh - TBD</u> - Seat Fabric: <u>Allseating Grade 8 UltraFabric "Pro" - Colorway TBD</u>	578.68	2,893.40
			

PRIVATE OFFICE GUEST CHAIRS

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
5	Global "Vion" Side Chair with Arms - Model #: 6325 - Features: <i>Stacks 4-High on the Floor,</i> - Glides: <i>Standard Polypropylene Glides</i> - Frame Finish: <u>Black, Charcoal, Fog, OR Tungsten - TBD</u> - Mesh Back: <u>Standard Global Vion Mesh - TBD</u> - Fabric: <u>Global Grade 2 - Colorway TBD</u>	251.16	1,255.80
			

WORKSTATION GUEST CHAIRS

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
2	Global "Vion" Side Chair, Armless - Model #: 6324 - Features: <i>Stacks 4-High on the Floor</i> - Glides: <i>Standard Polypropylene Glides</i> - Frame Finish: <u>Black, Charcoal, Fog, OR Tungsten - TBD</u> - Mesh Back: <u>Standard Global Vion Mesh - TBD</u> - Fabric: <u>Global Grade 2 - Colorway TBD</u>	235.06	470.12
			

OPEN OFFICE COUNTERSTOOLS

Qty.	Description	Unit Price	Total Price
4	Global "Stream" Armless Counter Stool with Four-Leg Base and Polypropylene Seat & Back, 24" S - Model #: 2075CSNPP - Features: <i>Bullet Glides</i> - Bullet Glide Finish: <u>Standard Global Finish - TBD</u> - Poly Finish: <u>Standard Global Poly Finish - TBD</u> - Frame Finish: <u>Black OR Tungsten - TBD</u>	200.56	802.24



CONFERENCE ROOM

Qty.	Description	Unit Price	Total Price
12	AllSeating Zip Fully Upholstered Midback Conference Chair - Model #: 92040-CA - Features: <i>Conference Arms, Synchro Tilt</i> - Glides: <i>Carpet Casters</i> - Polyurethane Armcap: <i>Black</i> - Frame Finish: <i>Black Nylon</i> - Seat Fabric: <u>Allseating Grade 2 - Colorway TBD</u>	371.68	4,460.16



4	Global "Vion" Side Chair with Arms - Model #: 6325 - Features: <i>Stacks 4-High on the Floor,</i> - Glides: <i>Standard Polypropylene Glides</i> - Frame Finish: <u>Black, Charcoal, Fog, OR Tungsten - TBD</u> - Mesh Back: <u>Standard Global Vion Mesh - TBD</u> - Fabric: <u>Global Grade 2 - Colorway TBD</u>	251.16	1,004.64
	Grade 2 Option	251.16	



BREAKROOM CHAIRS

Qty.	Description	Unit Price	Total Price
20	Global "Stream" Armless Chair with Four-Leg Base and Polypropylene Seat & Back - Model #: 2075NPP - Features: <i>Bullet Glides</i> - Bullet Glide Finish: <u>Standard Global Finish - TBD</u> - Poly Finish: <u>Standard Global Poly Finish - TBD</u> - Frame Finish: <u>Black OR Tungsten - TBD</u>	130.18	2,603.60



4	AllSeating YouToo Midback Task Chair, Mesh Back - Model #: 85040-MF - Glides: <i>Carpet Casters</i> - Features: <i>Multi-Function Arm, 2.5" Seat Slider, Synchro Tilt, Full Seat, Back Height Adjustment, Adjustable Width Bracket Lever</i> - Frame Finish: <i>Black Nylon</i> - Back Mesh: <u>Standard Allseating Mesh - TBD</u> - Seat Fabric: <u>Allseating Grade 8 UltraFabric "Pro" - Colorway TBD</u>	578.68	2,314.72
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*Note: Charges are included on Furniture quote (Highway Department).

Global priced using University of Minnesota Contract #U42.112
Allseating priced using Vizient Contract #CE3371

Product Total: 19,741.82
*Dock Delivery: NA
*Placement: NA

PROJECT TOTAL: 19,741.82

Applicable Sales Taxes will be added at time of invoicing.
Pricing Subject to Unannounced Tariff Surcharges.

PROJECT SPECIFICATIONS AND TERMS ARE LISTED ON THE FOLLOWING PAGE.

Houston County Agenda Request Form

Date Submitted: September 22, 2021 Board Date: September 28, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Attached are five (5) change orders.

Change Order Request #15 to add second wall to support the precast plank

Change Order Request #16 to credit the remaining allowance for the fabric structure foundation

Change Order Request #17 is to supply power to the gate and data conduit with a pull string.

Change Order Request #19 is to add data lines/locations and 2 outlets.

Change Order Request #20 is to provide and install extra outlets in IT room.

Change Order Request #21 is to provide structural steel beams.

Attachments/Documentation for the Board's Review:

Change Order Requests #15-#17 and #19-#21 for the Highway Facility project are attached.

Change Order Request #18 has already been approved.

Justification:

Action Requested:

Approve Change Order Requests #15-#17 and #19-#21.

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

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



CHANGE ORDER REQUEST #15

Project Name: Houston County Hwy Department

Job # 220193

Date: 9/10/2021

DESCRIPTION OF WORK TO BE DONE:

Add a second wall to support the precast plank.

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Rusty Berger Masonry	\$3,743.00				\$3,743.00
					\$0.00
Subtotal	\$3,743.00	\$0.00	\$0.00	\$0.00	
					Subtotal
					\$3,743.00
					Contractor's Fee
					\$374.30
					Total for Change Order
					\$4,117.30

Approval: _____

Date: _____



CHANGE ORDER REQUEST #16

Project Name: Houston County Highway Department Facility

Job # 220193

Date: 9/9/2021

DESCRIPTION OF WORK TO BE DONE:

Credit for remaining allowance of the fabric building foundations and related soil corrections.

Original Allowance: \$125,000

Cost to Date: \$114,875.16

Credit: \$10,124.84

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Fabric Structure Foundation	\$23,163.60	\$48,098.00	\$28,980.36	\$4,190.00	\$104,431.96
					\$0.00
Subtotal	\$23,163.60	\$48,098.00	\$28,980.36	\$4,190.00	
Subtotal					\$104,431.96
Contractor's Fee					\$10,443.20
Total for Change Order					\$114,875.16
Original Allowance					\$125,000.00
Total Credit:					\$10,124.84

Approval: _____

Date: _____



CHANGE ORDER REQUEST #17

Project Name: Houston County Hwy Department

Job # 220193

Date: 9/9/2021

DESCRIPTION OF WORK TO BE DONE (BASE SCOPE):

Supply power to the gates and a data conduit with a pull string.

This price does not include any loops in the ground to open the gate, this is to provide and install a breaker, conduit and wire to the controller only.

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Kish & Sons Electric	\$6,205.00				\$6,205.00
Subtotal	\$6,205.00	\$0.00	\$0.00	\$0.00	
Subtotal					\$6,205.00
Contractor's Fee					\$620.50
Total for Change Order					\$6,825.50

Approval for Base Scope of Work: _____

Date: _____

Option #1:

If the data PVC with the pull string is not needed from the gate control box to just inside the building, deduct the below from the above base scope.

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Kish & Sons Electric	-\$750.00				-\$750.00
Subtotal	-\$750.00	\$0.00	\$0.00	\$0.00	
Deduct from Above Base Scope					-\$750.00

Approval for Option #1: _____

Date: _____



CHANGE ORDER REQUEST #19

Project Name: Houston County Hwy Department **Job #** 220193
Date: 9/9/2021

DESCRIPTION OF WORK TO BE DONE:

Added data lines and two (2) outlets and two more data locations. (Office Area)

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Kish Electric	\$3,925.00				\$3,925.00
Subtotal	\$3,925.00	\$0.00	\$0.00	\$0.00	
Subtotal					\$3,925.00
Contractor's Fee					\$392.50
Total for Change Order					\$4,317.50

Approval: _____
Date: _____



CHANGE ORDER REQUEST #20

Project Name: Houston County Hwy Department

Job # 220193

Date: 9/13/2021

DESCRIPTION OF WORK TO BE DONE:

Provide and install extra outlets in the IT Room, directed by IT personnel from Houston County on 9/10/2021.

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Kish Electric		\$760.00	\$300.00		\$1,060.00
					\$0.00
Subtotal	\$0.00	\$760.00	\$300.00	\$0.00	
Subtotal					\$1,060.00
Contractor's Fee					\$106.00
Total for Change Order					\$1,166.00

Approval: _____



CHANGE ORDER REQUEST #21

Project Name: Houston County Hwy Department

Job # 220193

Date: 9/15/2021

DESCRIPTION OF WORK TO BE DONE:

Provide structural steelbeams consisting of two (2) W8x18x23'-4 1/4, two (2) W8x18x30'-41/4, sixteen (16) L5x31/2x5/16x0'-5 1/2 and forty-eight (48) 3/4 x 1 3/4 A325TC bolts. All materials will be shop primed gray.

	Sub Quote	Labor Total	Tax Exempt Material Total	Equipment Total	Total Cost
Valley Custom Welding			\$4,190.00		\$4,190.00
Metal Fabrications		\$620.00		\$153.00	\$773.00
					\$0.00
					\$0.00
Subtotal	\$0.00	\$620.00	\$4,190.00	\$153.00	
Subtotal					\$4,963.00
Contractor's Fee					\$496.00
Total for Change Order					\$5,459.00

Approval: _____

Date: _____

Houston County Agenda Request Form

Date Submitted: September 22, 2021 Board Date: September 28, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Request to approve purchase of a John Deere 644P Wheel Loader. This loader has been budgeted for 2022 but can be purchased now at significant cost savings from RDO Equipment using the state bid. Purchase price includes the trade of Unit 4071, John Deere 644J.

Attachments/Documentation for the Board's Review:

RDO quote is attached. State bid contract #L-331(5)

Justification:

This purchase allows the County to keep up the proper life cycle of our equipment and to maximize sale and trade-in values.

Action Requested:

Approve purchase of wheel loader from RDP Equipment Co.

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

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



JOHN DEERE

Investment Proposal (Quote)

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

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

Investment Proposal Date: 8/4/2021
Pricing Valid Until: 8/18/2021
Deal Number: 1461256
Customer Account#: 3925008
Compact CE Sales Professional: Nate Jensen
Phone: (507) 282-8888
Fax:
Email: njensen@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2021 JOHN DEERE 644P	\$216,233.32

Equipment Subtotal: \$216,233.32

Trade Information

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
DW644JX611767	2007 JOHN DEERE 644J	\$0.00	6308	(\$84,000.00)
Total Trade In Value:				(\$84,000.00)
Trade Balance Owed:				\$0.00
Net Difference:				(\$84,000.00)

Purchase Order Totals

Balance:	\$132,233.32
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$132,233.32
Cash with Order:	\$0.00
Balance Due:	\$132,233.32

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2021 JOHN DEERE 644P	6050DW 644 P WHEEL LOADER 2605 English Decals and Manuals 1010 Standard Wheel Loader 0924 John Deere PowerTech Engine 1520 Automatic Reversing Hydraulic Fan 1430 Engine Air Intake System with Centrifugal Precleaner 1310 Flat Black Curved Stack 1610 Standard Fuel Filter with Water Separator and Standard Fuel Fill 9015 Engine Block Heater 9240 Engine Compartment Light 9045 Quick Fluid Service 1217 140 amp Alternator 2715 15 Amp Converter 7140 Premium LED Work and Drive Lights 1120 5-Speed Powershift Transmission with Lock-up Torque Converter 3049 High Traction - Front & Rear Hydraulically Locking Differential Axles 3110 Automatic Differential Lock 2010 Standard Z-BAR 2360 Joystick Controls 2403 Three Function Hydraulics 1975 Hydrau XR Hydraulic Fluid 2510 Ride Control 1910 Premium Cab 8450 Cab with Air A/C Charge 2240 Premium Seat, Heated and Ventilated with Heavy Duty Air Suspension 1940 7 inch Monitor 8350 Remote Powered and Heated Exterior Mirrors 8370 Premium AM/FM/Weather Band (WB) with Bluetooth, Remote Aux and Remote USB Port 8240 Rear Camera 8275 LED Strobe Beacon with Left Beacon Bracket 5610 Left Side Steps Only 9140 Fire Extinguisher 2135 Steering Wheel and Joystick Steering 2890 No Payload Scale without Cycle Counter 170C JDLink Ultimate 5 Year Subscription 5550 Full Width Front and Rear Fenders 4935 No Brand Preferred, 23.5R25 L3 Single Star Radial On 3pc. Rims 5320 Less Tire Pressure Monitoring System 9710 23.5R25 L3 Single Star No Brand Preferred Radial On 3pc. Rims 8559 Hydraulic Coupler - JRB 418 Pattern 8942 4.5 Cu. Yd. Bucket 8860 Bolt-on Cutting Edge 5840 No Fork Frame 5940 No Tines 8230 Less Rear Hitch and Counterweight 9410 Transmission and Bottom Guards

Houston County Agenda Request Form

Date Submitted: September 23, 2021 Board Date: September 28, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To approve Wieser's Law Office to assist the County with the airport land acquisition.

Attachments/Documentation for the Board's Review:

Email from Skip Wieser outlining what needs to happen to research title.

Justification:

Action Requested:

Approve the request to have Wieser's Law Office to assist in the land acquisition to move this project forward.

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

REGARDING: Airport Land Acquisition

From: Skip Wieser <swieser@wieserlaw.com>

Sent: Friday, September 10, 2021 3:59 PM

To: Brian Pogodzinski <Brian.Pogodzinski@co.houston.mn.us>

Subject:

***** 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.

Hi Brian,

In review of page 122 of U.S. Dept. of Transportation Advisory (Procedures) below are our cost estimates to assist Houston County with its land acquisition.

1. Owners Policy of Title Insurance Premium issued by Wieser Law in the amount of \$71,000 would be \$231. This expense would not be eligible for reimbursement;
2. Title search/examination/review of stub abstract/review of records available at Houston County Recorder's Office \$600;
3. Written attorney's opinion of title \$925;
4. Additional services as needed for project, would be charged at \$240/hour plus any out-of-pocket expenses.

After reviewing the procedures section No. 1 may not be needed, but I listed in case it is. No. 3 includes the cost do inspect the site to see if there are any unrecorded easements or occupancy interest that are visible. At this time we will wait until we get the go ahead from you to start. If you need any additional information, please let me know.

Al "Skip" Wieser, III
Wieser Law Office, P.C.
33 South Walnut Street, Suite 200
LaCrescent, MN 55947

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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: 9/23/2021 for September 28th Board Meeting

Person requesting appointment with County Board: Amelia Meiners

Issue:

Approval to sign SCORE Grant Agreement.

Justification:

This has approval of both County Attorney and Personnel.

Action Requested:

Board approval to allow Amelia Meiners to sign the SCORE Grant Agreement.

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

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



SCORE GRANT AGREEMENT FY22-26

State of Minnesota
Doc Type: Contract/Grant Reference

SWIFT Contract Number: 192086

AI: 88079

Activity ID: PRO20210001

A. COVERSHEET WITH SIGNATURES

1. County ("Grantee")	
Name	Houston County
2. County ("Grantee") Authorized Representative (SCORE Contact)	
Name	Amelia Meiners or successor
Address	Courthouse, 304 S Marshall St
City, State, Zip code	Caledonia, MN 55921
Phone Number	507-725-5800
Email	amelia.meiners@co.houston.mn.us

3. MPCA ("State") Authorized Representative	
Name	Cathy Latham or successor
Address	520 Lafayette Road North
City, State, ZIP	St. Paul, MN 55155
Phone	651-757-2466
Email	cathy.latham@state.mn.us

4. County ("Grantee") Signature	
SIGNATURE OF OFFICIAL WITH AUTHORITY TO SIGN:	
<p>NAME <u>Amelia Meiners</u></p>	
<p>SIGNED _____ DATE: _____</p>	
<p>I certify I have read the Grant agreement and will comply with all provisions including additional state, local, federal regulations and policies governing the funding that apply to my organization.</p>	

B. GRANT AGREEMENT

1. Term of Grant Agreement

A. Effective date:

July 1, 2021, or the date the State obtains all required signatures, whichever is later.

B. Expiration date:

June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

C. Survival of Terms.

The following clauses survive the expiration or cancellation of this Grant agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's Duties

The Grantee will carry out all duties under this agreement in accordance with Minn. Stat. § 115A.557.

3. Time

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

4. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed in accordance with Minn. Stat. § 115A.557 to the State's satisfaction, as determined by the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

5. Terms of Payment

Payment amounts will be distributed according to Minn. Stat. § 115A.557, Subd.1.

6. Assignment Amendments, Waiver, and Grant agreement Complete

A. Assignment

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

B. Amendments

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

C. Waiver

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

D. Grant Agreement Complete

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

7. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8. State Audits

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

9. Government Data Practices and Intellectual Property Rights

A. Government Data Practices

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

B. Intellectual Property Rights

(a) Intellectual property rights. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Grant shall be jointly owned by the Grantee and the State. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and Contractors, either individually or jointly with others in the performance of this grant agreement. Works include "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The ownership interests of the State and the Grantee in the Works and Documents shall equal the ratio of each party's contributions to the total costs described in the budget of this grant agreement, except that the State's ownership interests in the Works and Documents shall not be less than fifty percent (50%). The party's ownership interest in the Works and Documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the Works and Documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the Works and Documents.

(b) Obligations.

(1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced

to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.

- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the joint property of the State and Grantee, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.
- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

10. Workers Compensation

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

11. Publicity and Endorsement

A. Publicity

Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must use the MPCA logo and language provided by the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

B. Endorsement

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

12. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this Grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination

A. Termination by the State

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

B. Termination for Cause

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

C. Termination for Insufficient Funding

The State may immediately terminate this grant agreement if:

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

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

14. Data Disclosure

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

15. Availability of Records

In the event a monitoring visit(s) is required by the State, the Grantee shall cooperate with the State and shall comply with the State's request for documentation and other information, before, during and/or after the visit(s).

Houston County Agenda Request Form

Date Submitted: September 23, 2021 Board Date: September 28, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Project # CP 2021-05 Pavement Marking with AAA Striping Service Co. who provided pavement marking on various Houston County Roads is complete and ready for final payment.

Attachments/Documentation for the Board's Review:

Final Contract Voucher (5 need to be signed)

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

Justification:

Action Requested:

Resolution for Final Acceptance needed for contract.

Language for Minutes:

Commissioner _____ moved, Commissioner _____ seconded, unanimously carried to approve Resolution 21- 46 Final Acceptance of Contract #317 – AAA Striping Service Co. Contract #317 completes CP 2021-05 Pavement Marking for a total cost of \$175,743.92.

WHEREAS, Contract No. 317 has in all things been completed, and the County Board being fully advised in the premises; and

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

For County Use Only

Reviewed by:

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

Recommendation:

Decision:

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

Houston County Highway Department

1124 E Washington St, Caledonia, MN 55921

CP 2021-05 Pavement Marking

Final Payment No. 2

Contractor: AAA Striping Service Co
12220 43rd Street NE
St. Michael, MN 55376

Contract No. 317
Vendor Number: 0001
Up To Date: 8/25/2021
Warrant # _____ **Date** _____

Contract Amount

Original Contract	\$184,015.24
Contract Changes	\$0.00
Revised Contract	\$184,015.24

Work Certified To Date

Base Bid Items	\$175,743.92
Contract Changes	\$
Material On Hand	\$0.00
Total	\$175,743.92

Funds Encumbered

Original	\$184,015.24
Additional	N/A
Total	\$184,015.24

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$7,477.96	\$175,743.92	\$0.00	\$159,852.66	\$15,891.26	\$175,743.92
Percent: Retained: 0%			Percent Complete: 95.51%		
Amount Paid This Partial Payment				\$15,891.26	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

Approved By AAA Striping Service Co

County Engineer

Date



Contractor

Date Sept. 7, 2021

Certificate of Final Contract Acceptance
Final Voucher Number: number

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

Dated _____ Signature _____ County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$175,743.92 and agrees to the amount of \$15,891.26 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: name _____ By _____

And _____ And _____ State of ,

On This _____ Day _____, _____, Before me appeared _____ To me known to

(Individual Acknowledgment)

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

(Corporate Acknowledgment)

Ann Elsenpeter And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the treasurer and _____ of the

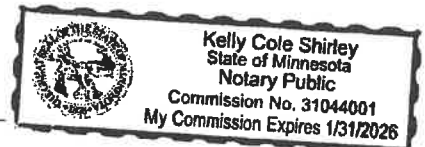
AAA Striping Inc Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

treasurer and said _____ and She

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

Notarial My Commission as Notary Public in Anoka County

Seal Expires Jun 31, 2026 Signature Kelly Shirley



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

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

Dated _____ Signature _____ District Engineer

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
CP 2021-05 Pavement Marking
Final Payment No. 2

**Houston County Highway Department
Certificate of Final Acceptance
Board Acknowledgment**

Contract Number: 317
Contractor: AAA Striping Service Co
Date Certified: 8/25/2021
Payment Number: 2

Whereas; Contract No.317 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Houston County Highway Department a and authorize final payment as specified herein.

State of

I, Donna Trehus, Houston County Auditor-Treasurer, within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At Caledonia, Minnesota

Signed By _____

(SEAL)

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
CP 2021-05 Pavement Marking
Final Payment No. 2

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	8/5/2021	\$168,265.96	\$8,413.30	\$159,852.66
2	8/25/2021	\$7,477.96	(\$8,413.30)	\$15,891.26

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CP 2021-05 Pavement Marking		\$175,743.92	\$0.00	\$159,852.66	\$15,891.26	\$175,743.92

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	County Levy	\$15,891.26	\$184,015.24	\$184,015.24	\$175,743.92

Contract Item Status								
Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2582.503 4" SOLID LINE YELLOW - PAINT (LIN FT)	\$0.047	258,555	73,985	\$3,477.30	1,350,120.11	\$63,455.65
Base Bid	2	2582.503 4" BROKEN LINE YELLOW - PAINT (LIN FT)	\$0.047	81,793	3,980	\$187.06	79,690	\$3,745.43
Base Bid	3	2582.503 4" DOUBLE SOLID LINE YELLOW - PAINT (LIN FT)	\$0.094	559,582	0	\$0.00	0	\$0.00
Base Bid	4	2582.503 24" SOLID LINE WHITE - PAINT (LIN FT)	\$2.50	235	84	\$210.00	250	\$625.00
Base Bid	5	2582.518 CROSSWALK MARKING (CONTINENTAL BLOCK DESIGN) - PAINT (S.F.)	\$1.30	5,904	2,772	\$3,603.60	5,688	\$7,394.40
Base Bid	6	2582.502 PAVT MSSG (BIKE LANE ARROW) PAINT (EACH)	\$25.00	49	0	\$0.00	33	\$825.00
Base Bid	7	2582.502 PAVT MSSG (HELMETED BIKE SYMBOL) PAINT (EACH)	\$25.00	49	0	\$0.00	33	\$825.00
Base Bid	8	2582.502 PAVT MSSG (RT ARROW) PAINT (EACH)	\$50.00	3	0	\$0.00	3	\$150.00
Base Bid	9	2582.502 PAVT MSSG (LT ARROW) PAINT (EACH)	\$50.00	4	0	\$0.00	2	\$100.00
Base Bid	10	2582.502 PAVT MSSG (LT-THRU ARROW) PAINT (EACH)	\$100.00	1	0	\$0.00	1	\$100.00
Base Bid	11	2582.503 6" SOLID LINE WHITE- PAINT (LIN FT)	\$0.065	1,576,069	0	\$0.00	1,473,001.08	\$95,745.07
Base Bid	12	2582.502 PAVT MSSG (SHARED LANE SYMBOL) LATEX (EACH)	\$100.00	8	0	\$0.00	8	\$800.00
Base Bid	13	2582.503 4" SOLID LINE WHITE - PAINT (LIN FT)	\$0.047	12,072	0	\$0.00	42,093	\$1,978.37

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
CP 2021-05 Pavement Marking
Final Payment No. 2

Contract Item Status

Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	14	2582.503 4" DOTTED LINE WHITE - PAINT (LIN FT)	\$0.40	1,109	0	\$0.00	0	\$0.00
Base Bid Totals:						\$7,477.96		\$175,743.92

Project Category Totals

Project	Category	Amount This Request	Amount To Date
CP 2021-05	Houston County	\$7,477.96	\$175,743.92

Contract Change Item Status

Project	CC	CC#	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:								\$		\$

Contract Total

\$175,743.92

Contract Change Totals

Number	Description	Amount This Request	Amount To Date

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining



Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 7-Sep-2021 12:56:42 PM
Confirmation Number: 1-994-405-024
Name: AAA STRIPING SERVICE CO
ID: 6290097
Affidavit Number: 1756762112
Project Owner: HOUSTON COUNTY DEPT OF TRANSPORTATION
Project Number: CP 2021-05
Project Begin Date: 6/21/2021
Project End Date: 7/28/2021
Project Location: VARIOUS ROADS HOUSTON COUNTY
Project Amount: \$175,743.92
Subcontractors: No Subcontractors

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

LOFFLER

Quote # Q20310

1101 East 78th Street, Bloomington, MN 55420
952-925-6800 * Fax 952-625-6801**PURCHASE AGREEMENT**

Rep Name	Jennifer Cambio	Loffler Rep #	HQS476	Date	9/8/2021	Order #	
Maintenance	Yes	New Acct	Existing	Customer PO#			

B I L L T O	Company Houston County		Customer #		S H I P T O	Customer Houston County		Customer # AP-7255809	
	Address 304 S Marshall St					Address 304 Marshall St			
	City Caledonia		State MN	Zip 55921-1389		City Caledonia		State MN	55921-1389
	Contact Andy Milde		Phone 507-725-5809			Contact Andy Milde		Phone 507-725-5809	
	E-Mail Address					E-Mail Address andrew.milde@co.houston.mn.us			

Meter Contact	Phone	Preferred Meter Method	Fax	Preferred Meter Method	E-Mail Address	Preferred Meter Method
Andy Milde	507-725-5809	FM audit			andrew.milde@co.houston.mn.us	
Training Contact	Phone	E-Mail Address	Delivery Date/Pickup Date			
Andy Milde	507-725-5809	andrew.milde@co.houston.mn.us				
Networking Contact	Phone	E-Mail Address				
Andy Milde	507-725-5809	andrew.milde@co.houston.mn.us				
Payment	If Charge, Credit Card #				Expiration of Credit Card	
Trade-In ID#s	Model/Serial Number				Trade-In Ownership	

Contract: AEPA IFB# 021-C

ORDER QTY	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL
1.00000	AA7N011: Bizhub C650i	AA7N011: Bizhub C650i	\$8,315.50	\$8,315.50
1.00000	AAV5019: PC-416 2,500 Sheet/Letter Only Large Capacity Cassette	AAV5019: PC-416 2,500 Sheet/Letter Only Large Capacity Cassette	\$969.30	\$968.30
1.00000	A883012: FK-514 Fax Kit - Lines 1 & 2	A883012: FK-514 Fax Kit - Lines 1 & 2	\$649.00	\$649/00
1.00000	AAR4WY3: FS-539 Staple Finisher	AAR4WY3: FS-539 Staple Finisher	\$925.00	\$925.00
1.00000	A0PD11T: LK-105 v4 i-Option License Kit (Searchable PDF)	A0PD11T: LK-105 v4 i-Option License Kit (Searchable PDF)	\$373.28	\$373.28
1.00000	A4NRWY2: KH-102 Keyboard Holder	A4NRWY2: KH-102 Keyboard Holder	\$86.10	\$86.10
1.00000	G844100LCMU S2: External Keyboard	G844100LCMU S2: External Keyboard	\$156.10	\$156.10

1.00000	A88AWY2: EK-608 USB Host Board (Local Interface Kit)	A88AWY2: EK-608 USB Host Board (Local Interface Kit)	\$140.00	\$140.00
1.00000	A87JWY2: RU-513 Relay Unit	A87JWY2: RU-513 Relay Unit	\$147.00	\$147.00
1.00000	D5133NT: 15 Amp, 120 Volt Surge Protector with RJ45 Jack	D5133NT: 15 Amp, 120 Volt Surge Protector with RJ45 Jack		
1.00000	9INC06: VCare Set Up	9INC06: VCare Set Up	\$0.00	\$0.00
1.00000	9INC08-PREP: Device Setup - In House Production	9INC08-PREP: Device Setup - In House Production	\$0.00	\$0.00
1.00000	9INC03-CONTRACT-4: Delivery Imaging Contract Rate	9INC03-CONTRACT-4: Delivery Imaging Contract Rate	0.00	0.00
1.00000	9INC02-CONTRACT-4: Networking Imaging Contract Rate	9INC02-CONTRACT-4: Networking Imaging Contract Rate	\$0.00	\$0.00
1.00000	9INC01-CONTRACT-4: Training Copiers Contract Rate	9INC01-CONTRACT-4: Training Copiers Contract Rate	\$0.00	\$0.00
Tax Exempt #			FREIGHT	
Client Signature:		X	Applicable TAX	\$0.00
Accepted by Loffler Companies, Inc.		X	TOTAL	\$11,487.01

Color Specialist Signature Required for all Color Orders X

Please see next page for Terms and Conditions