

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: October 12, 2021

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, Public Health and Human Services Director John Pogleasa, Board Clerk/EDA Director Allison Wagner, Engineer Brian Pogodzinski, Sheriff Mark Inglett, and Chief Deputy Brian Swedberg

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 with one update. Commissioner Johnson asked that Change Order No. 24 be considered for approval and added to File No. 4 under action items.

Motion was made by Commissioner Severson, seconded by Commissioner Johnson, motion carried 3 to 1 to approve the board meeting minutes from October 5, 2021. Commissioner Burns abstained due to being absent at the October 5th meeting.

Public Comment: No public comments were made.

CONSENT AGENDA

Motion by Commissioner Myhre, seconded by Commissioner Severson, motion unanimously carried to approve the consent agenda. Items approved are listed below.

- 1) Change the employment status of Ben Novak, Lead Jailer, from probationary to regular, effective October 26, 2021.
- 2) Assign Dean Ott, Lead Jailer B32, as Jail Administrator, C43 Exempt MAPE Step 7, effective October 13, 2021.
- 3) Approve a competitive search for a Lead Jailer B32.

- 4) Approve a competitive search for a Deputy Auditor/Treasurer – License Center B22 due to a staffing transition.

ACTION ITEMS

File No. 1 – Commissioner Severson moved, Commissioner Johnson seconded, motion unanimously carried to approve Resolution 21-49 Final Acceptance of Contract #314 - Bruening Rock Products Inc Completes CP 2021-01 Shouldering for a total cost of \$269,682.09. Resolution is below.

RESOLUTION NO. 21-49

FINAL ACCEPTANCE FOR CP 2021-01 SHOULDERING CONTRACT # 314-BRUENING ROCK PRODUCTS

October 12, 2021

WHEREAS, Contract No. 314 has in all things been completed, and the County Board being fully advised in the premises,

NOW, THEN BE IT RESOLVED, That we do hereby accept said completed project for and in behalf of the County of Houston and authorize final payment as specified herein.

File No. 2 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve a 2021 fee schedule that had been updated to include fees the Highway Department had typically billed for services but had not been listed on the fee schedule previously.

File No. 3 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to approve issuing credit cards to Mark Olson, PSAP/Emergency Management Coordinator and Dean Ott, Jail Administrator.

File No. 4 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve Change Order Requests No. 22, 23, and 24 for the Highway Facility Project. The change orders included eliminating a drop ceiling and installing four type B light fixtures for the sign shop and installing steel liner panel on the walls so they could be the proper height, installing an alternate electric hold open hardware in lieu of that specified due to physical obstructions on doors, and pouring additional concrete. The additional concrete would result in a reduction of asphalt cost.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended including a Land Use Meeting, Highway Department Meeting and WINLAC meeting.

Chairperson Burns said Minnesota Counties Intergovernmental Trust (MCIT) was taking applications for board members if anyone was interested.

Chairperson Burns also suggested to the Board that the Highway Department put together a possible plan for redoing the West parking lot to accommodate more parking and handicap accessibility.

Chairperson Burns said Habitat for Humanity may have some ideas for using American Rescue Plan Act (ARPA) dollars related to housing needs in Houston County.

Public Comment: No public comments were made.

There being no further business at 9:46 a.m., a motion was made by Commissioner Myhre, seconded by Commissioner Severson, motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on October 19, 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: October 19, 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, Human Resources Director Theresa Arrick-Kruger EDA Director/Board Clerk Allison Wagner, Interim Recorder Mary Betz, Martin Herrick, Bob Scanlan, and Zoning Administrator/Interim Environmental Services Director Amelia Meiners

Board Workgroup Session

Call to order.

The Board of Commissioners and Human Resources Director Kruger interviewed three candidates separately for Environmental Services Director. The candidates were Martin Herrick, Bob Scanlan, and Amelia Meiners.

The meeting was adjured at 12:19 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
October 26, 2021**

Date Submitted: 10.21.2021

By: Tess Kruger, HRD/Facilities Mgr.

ACTION REQUEST

Environmental Services

- **Determination as to finalist and discussion regarding next steps**

APPOINTMENT REQUEST

None

HR CONSENT AGENDA REQUEST

Assessor's Office

- **Change the employment status of Lee Langager, Tech Clerk I, from probationary to regular, effective November 5, 2021**

Highway Department

- **Hire Ryly Patterson as a probationary Highway Maintenance Specialist, B-23, Step 2, effective 11/15/2021 conditioned upon successful background check and having a Class A CDL in hand prior to start date**
- **Authorize Chris Hartley to bring County Engineer assigned pickup home from payroll period November 7th 2021-March 26th 2022 for the purpose of after hours road inspections due to inclement weather**

<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 type="checkbox"/> PHHS	_____
	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> (indicate other dept)	Assessor
	<input type="checkbox"/> Environmental Svcs		
<u>Recommendation:</u>			
<u>Decision:</u>			

HOUSTON COUNTY

AGENDA REQUEST FORM

Date Submitted: 10/20/2021

By: Robert Thoen

CONSENT AGENDA REQUEST: yes

Attachments: County Board Resolution, CVSO Grant Agreement Template

ACTION ITEM:

Reviewed by:

____ **HR Director**

____ **Finance Director**

____ **IS Director**

____ **County Attorney**

____ **Environmental Svcs**

County

Sheriff

County

Engineer

____ **PHHS**

Other

(indicate

dept)

Recommendation:

Decision:

RESOLUTION No. 21-52
RESOLUTION OF HOUSTON COUNTY

BE IT RESOLVED by Houston that the County enter into a **Grant Agreement** (see attached template) with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: **County Veterans Service Office Operational Enhancement Grant Program**. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in as specified in Minnesota Statutes 197.608 and Minnesota Laws 2021, 1st Special Session, Chapter 12, Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by Houston that Robert J Thoen, the **County Veterans Service Officer**, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

WHEREUPON the above resolution was adopted at a regular meeting of the County Board Chair this Twenty-sixth of October, 2021.

Authorized Signature and Title

October, 26th 2021
Date

STATE OF MINNESOTA

HOUSTON COUNTY

I, Clarence Bean do hereby certify that I am the custodian of the minutes of all proceedings had and held by the County Board of said Houston County, that I have compared the above resolution with the original passed and adopted by the County Board of said Houston County at a regular meeting thereof held on the Last Tuesday day of October 2021 at 9:00am that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this last Tuesday of October 2021 and have hereunto affixed the seal of the County.

Clerk
Authorized Signature and Title

~~(Raised SEAL HERE)~~ No longer required



**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

**COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and «County», «Address», «City», «State» «ZIP_Postal_Code», ("Grantee").

Recitals

1. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2021, 1st Special Session, Chapter 12, Article 1, Section 37, Subdivision 2, the State is empowered to enter into this grant.
2. The State is in need of enhancing the operation of the County Veterans Service Offices (CVSO). This grant must be used to enhance the operations of the Grantee's CVSO under Minnesota Statutes §197.608, Subdivision 4(a), and should not be used to supplant or replace other funding.
3. The Minnesota Legislature has funded grants to the counties through MDVA for many years. The established practice has been to provide advanced payments of the full grant amount to the Grantee. This has been done to ensure that the counties have sufficient funds available to conduct programming and complete the tasks required by the grant. The counties often have limited cash reserves and do not have the financial capabilities to make grant expenditures first and wait for reimbursements from the State. Therefore, based on their past performance, MDVA is confident that the Grantee will be able to account for the grant funds and abide by the terms of the grant agreement.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

- 1.1 **Effective date:** July 1, 2021, Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.
- 1.2 **Expiration date:** June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2. Grantee's Duties

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

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

- 2.2 Conduct this grant only as authorized under Minnesota Statute 197.608, Subd.4. This grant must not be used to supplant any existing funding, or to duplicate any programs or services available to Veterans from other agencies or organizations.
- 2.3 Conduct the CVSO Operational Enhancement Grant Program (“Program”) by purchasing one, or more, of the allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A, which is attached and incorporated into this grant agreement. If the Grantee wishes to purchase a good or service not listed on the approved items list of the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A, they must submit an email request to the State Authorized Representative listing the item, the estimated cost, and how the item will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from State Authorized Representative.
- 2.4 Comply with the requirements as specified in the MDVA Grants Manual (Rev. 7), Attachment B, which is incorporated into this grant agreement by reference and available on the MDVA Website – Grants Page: <http://mn.gov/mdva/resources/federalresources/grants/>). In the event that any provision of the MDVA Grants Manual (Rev. 7), Attachment B, is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.5 Upon executing the grant agreement, the Grantee must submit to the State for approval:
 - 2.5.1 A proposed budget for approved expenditures listed in the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A, using the Work Plan and Budget Expenditure Report, Attachment E, in excel format, a sample of which is attached and incorporated into this grant agreement.
 - 2.5.2 A Conflict of Interest Disclosure Form (page 1 only) for Grantee staff members with fiscal and/or programmatic responsibilities for administering the grant as required in the MDVA Grants Manual (Rev. 7), Attachment B;
 - 2.5.3 The current annual County Budget for the CVSO Program, a sample of which is attached and incorporated into this grant agreement as Attachment C; and
 - 2.5.4 A County Board Resolution, a sample of which is attached and incorporated into this grant agreement as Attachment D. Grantee may request to use an alternative form to Attachment D if approved in writing by the State Authorized Representative.
- 2.6 If at any time during administering the grant, a personal or professional conflict of interest situation becomes apparent, the Grantee shall disclose that conflict immediately to the State Authorized Representative in writing as provided for in the MDVA Grants Manual (Rev. 7), Attachment B, to determine if corrective action is necessary.
- 2.7 Upon the conclusion of this Project, the Grantee must close out the grant as specified in the MDVA Grants Manual (Rev. 7), Attachment B to the satisfaction of the State, in order to account for all grant funds expended. Grantees must document expenditures using the Final Report and Budget Expenditure Spreadsheet, Attachment F, in Excel format, a sample of which is attached and incorporated into this grant agreement. Grant expense supporting documentation (e.g. invoices and receipts) must be retained on-file and must be made available to the State Authorized Representative upon request.
- 2.8 In the event that any provision of the Grantee’s charter or mission, incorporated into this grant agreement by reference, is not consistent with any portion of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.9 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grant Manual (Rev. 7), Attachment B, including a final inspection upon grant completion.

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. Consideration and Payment

4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

- 4.1.1 **Compensation.** The Grantee will be paid an Advanced Payment lump sum of \$«Dollars» and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A.
- 4.1.2 **Travel Expenses.** Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement is an allowable expense. The total travel budget may comprise all or a portion of the Total Obligation. The Grantee will report all travel-related expense on the Travel Log (as provided in the MDVA Grant Manual (Rev. 7), Attachment B) in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Travel and subsistence expenses incurred outside Minnesota is allowed, when necessary for the accomplishment of routine tasks (e.g. transporting Veterans to medical appointments, attending conferences etc.) related to the CVSO work.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed \$«Dollars», («Column1».)

4.2 Payment

- 4.2.1 **Invoices.** The State will promptly pay the Grantee an Advance Payment lump sum payment upon execution of this grant agreement.
- 4.2.2 **Eligible Costs.** In order to be eligible for grant funds, costs must be reasonable, necessary, and allocated to the grant, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant Minnesota Statutes §197.608, as amended by Minnesota Laws 2021, 1st Special Session, Chapter 12, Article 1, Section 37, Subdivision 2 and this grant agreement.
- 4.2.3 **Unexpended Funds.** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's duties, and shall promptly return to the MDVA any funds greater than \$25.00 not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 20 business days of the end of the grant period, whichever comes first.

5. Contracting and Bidding Requirements

5.1 Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

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

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

5.2 The Grantee is not required to record contract and bidding quotes within this Agreement and the referenced Contract and Bidding Log Sheet.

6. Conditions of Payment

All services provided by the Grantee under this grant 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, or will return payment already received, for work found by the State to be **unsatisfactory** or performed in violation of federal, state, or local law. The Grantee will be bound by the MDVA Grant Manual, (Rev. 7), Attachment B, as provided by the State.

7. Authorized Representative

The State's Authorized Representative is **Liz Kelly**, Grants Specialist, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12th Street, St. Paul, Minnesota 55155, 651-201-8225, liz.kelly@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement.

The Grantee's Authorized Representative is «First_Name» «Last_Name», CVSO, «County», «Address», «City», «State» «ZIP_Postal_Code», «Business_Phone», «Email_Address», or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

8. Assignment, Amendments, Waiver, and Grant Agreement Complete

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

8.1 **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.

8.1 **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.

8.1 **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.

9. Liability

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

10. 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.

11. Government Data Practices and Intellectual Property

11.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant 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.

11.2 Intellectual Property Rights

11.2.1 Intellectual Property Rights. The 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 grant agreement*. The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

11.2.2 Obligations

11.2.2.1 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 will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

11.2.2.2 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 sole property of the State, 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.

11.2.2.3 Indemnification. Notwithstanding Clause 8, the Grantee will 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 the 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.

11.2.2.4 Works" includes documents. The "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.

12. Copyright.

The Grantee shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Grant Agreement.

13. 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.

14. Publicity and Endorsement

14.1 Publicity. Any publicity regarding the subject matter of this grant 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 Minnesota Department of Veterans Affairs, and list MDVA as a Sponsor on the Grantee's website when practicable.

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

15. 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.

16. Termination

- 16.1 ***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 may be required to return to the MDVA any funds provided to Grantee in advance, determined on a pro rata basis from the date of termination.
- 16.1 ***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. If the Grantee does not commence the grant project within six (6) months of the effective date of this grant agreement, as evidenced by the incurrence of documented expenses for eligible grant costs, then this grant agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.
- 16.1 ***Termination for Insufficient Funding.*** The State may immediately terminate this grant agreement if:
- 16.5.1 It does not obtain funding from the Minnesota Legislature;
 - 16.5.2 Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17. 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.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE - «County»

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: _____

Attachment A

CVSO Grant – Items Approved/Disapproved – FY2022


ATTACHMENT A CVSO Grant - Items Approved/Disapproved – FY2022

Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes.

- To provide outreach to the county's veterans.
- To assist in the reintegration of combat veterans into society.
- To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.
- To reduce homelessness among veterans.
- To enhance the operations of the county veterans service office.

Only the items approved on this form are authorized for purchase using grant funds. The MDVA will seek recovery from your county for any items not on this list that have been purchased with grant funds.

<i>Expenses must be incurred (e.g. invoice date/service period) before the end of the grant period (June 30, 2021)</i>	
EQUIPMENT & SUPPLIES	
Monitors	Teleconferencing equipment
Laptops/Tablet PC's/i-Pad (including accessories)	Paper shredders or shredding contracts
Personal computers - Desktop	TV /DVD combinations
Printers/Scanners	Mobile broadband data access device/Hotspot
Phone & Internet Service/Cellular Phones/Smart Phones/Headsets – (extended year calling plans or maintenance not allowed)	Fax machines and installation of initial phone line
Photo copiers (or 12 month lease) (including user maintenance agreements.)	Cell Phone Repeater (and installation)
Digital Video Recorders, Cameras , Projectors – LCD/DLP	Office Supplies related to administering the CVSO grant (e.g. copy paper, toner cartridges, ink cartridges, label printers and supplies etc.).
<p>Office Furniture that is <u>necessary</u> and is directly related to computerization and organization efforts (required furniture for newly purchased equipment such as computer desk, printer stand, scanner table, etc. or other items to increase organization like filing cabinets, etc.).</p> <p>Office Furniture that is <u>necessary</u> and is directly related to providing office furniture for new CVSO Office staff (desk, chair, cubicles, etc.). Does <u>not</u> apply to replacing staff who have retired, quit etc.</p> <p>Note: Locking filing cabinets, sit/stand desk accessories and new furniture to accommodate Veterans' visits in VSO office OK anytime.</p>	
COMPUTER SOFTWARE, TRAINING & REFERENCE MATERIALS	
Extended Warranties/extended maintenance contracts – on equipment and related software purchased during current grant cycle only. (1 year max)	Veterans Information/Case Management Systems and Software (including user maintenance agreements.)
	Reference Materials (Medical dictionaries, VA rules and regulations manuals, etc.).
<p>CVSO Trainings/Webinars</p> <ul style="list-style-type: none"> • * NACVSO Accreditation/CEU/CVA Training (Transportation, Lodging and Registration only) • Training at local colleges – Includes all staff in CVSO Office and must relate to the position of CVSO/ACVSO. (Must be pre-approved) • Admin Staff Training MACVSO Assistant and Secretaries Conference <p>* Allowed for CVSOs and ACVSOs who are qualified under MS 197.601.</p>	

MARKETING	
 <p>Veterans Linkage Line your link to experts www.linkvet.org 1-888-LinkVet 7646-3838</p>	<p>LinkVet Logo is required for all marketing and promo items. The smaller, modified logo may <u>only</u> be used for small promo items (e.g. pen). Radio ads must include the phone number.</p> <p>www.linkvet.org 1-888-LinkVet (546-3838)</p>
<p>Marketing Expenses Display Boards, Radio Airtime, TV Airtime, Newspaper Ads, Billboards, CVSO Staff & Volunteer Clothing (e.g. Drivers shirts & jackets). Note: Sponsorships (e.g. golf tournaments) max \$500 per year.</p>	<p>Publicity Items (Magnets, Brochures, holiday cards, Challenge Coins – must include reference to LinkVet) up to a maximum of 15% of the annual CVSO grant amount. (e.g. Total Grant Amount \$7,500 = \$1,125 publicity items.)</p>
MISCELLANEOUS	
<p>Salary Expenses for new, <u>increased</u> CVSO staff (e.g. County adds an ACVSO position) that provide direct services to Veterans. Note - Salaries for new, increased staff may also be applied to CVSO grant in subsequent years. Also allowed is the first month salary of a new CVSO when it overlaps with a departing CVSO to facilitate new CVSO training.</p>	
VETERANS SERVICES	
<p>Payments made to a third party on behalf of a Veteran, their survivors or their dependents, such as mortgage, rent, auto loans, insurance, credit cards, etc. <u>with</u> prior State approval only.</p>	
<p>Veteran Homelessness</p> <ul style="list-style-type: none"> Expenses related to the goal of reducing Veteran homelessness (Must be MDVA pre-approved and must be logged on the "Direct Veteran Assistance/Gift Certificate" Log Sheet.) Supplies for Homeless Vets (e.g. backpacks) 	<p>Transportation expenses related to the transport of Veterans needing to access their benefits (including van/vehicle purchases/lease for this primary purpose, maintenance, fuel, etc.)</p>
<p>Medical Expenses</p> <ul style="list-style-type: none"> To pay for 2nd opinions on previously denied VA disability claims. Must report as "2nd opinion" on the Budget Expenditure Spreadsheet at grant close out. Assisted listening devices 	<p>"Outreach" Expenses such as benefits fairs, town halls and seminars <u>are</u> allowed for events when CVSO staff are physically present to handout Veteran information and answer Veteran's questions. (Refreshments & food over \$500.00 must be pre-approved)</p>
<p>Returning Service Member Reintegration</p> <ul style="list-style-type: none"> Including travel expenses to official reintegration events Veteran Trainings/Webinars 	<p>Veteran Medallions</p> <ul style="list-style-type: none"> <u>Veteran Medallion Samples (VA Marker)</u> (three sizes) to display in the office <u>Veteran Cemetery Markers/Flag Holders</u> (Replacement of damaged/stolen MDVA supplied) <u>Veteran Cemetery Markers/Flag Holders</u> (New for Veterans not eligible for MDVA supplied)
<p>Gift Cards (gas, food, bus, hotel etc.) <u>All</u> Gift Cards purchases applied to a grant in a given year must be logged on the "Direct Veteran Assistance/Gift Certificate Log Sheet" and <u>be distributed to Veterans within the same grant period.</u></p>	<p>CVSO Staff Meals related to official CVSO travel is allowable as specified in Chapter 15 – Expense Reimbursement per the State "Commissioner's Plan" located at MMB Website. https://mn.gov/mmb-stat/000/sr/labor-relations/commissioners-plan/contract/commissioners-plan-accessible.pdf</p>
<p>Expenses related to the collaboration with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.</p>	

*NOTE: The maximum purchase price for certain items does NOT include tax or shipping charges.

Items Not Approved:

FY2022 CVSO Grant Agreement - Attachment A

July 1, 2021

Attachment B

MDVA Grant Manual Rev. 7 (available on the MDVA Website - Grants Page:
<https://mn.gov/mdva/resources/federresources/grants/>)

Attachment C

County Budget EXAMPLE - County Veteran Service Office Program

12/13/18 10:27AM

COUNTY



Page 2

01 FUND GENERAL REVENUE FUND

USER-SELECTED BUDGET REPORT

Report Basis: Cash

Account Number	Account Description	2019 BUDGET	Spent Year To Date Mo. 01 - 12
121 DEPT Veterans Service Officer			
01-121-000-0000-6103	Salaries- Full Time	68,126	0
01-121-000-0000-6150	Life Insurance	48	0
01-121-000-0000-6153	Health Insurance	10,200	0
01-121-000-0000-6163	Pera - Employer	5,100	0
01-121-000-0000-6175	Fica- Employer	5,100	0
01-121-000-0000-6201	Telephone	800	0
01-121-000-0000-6202	Postage	318	0
01-121-000-0000-6225	Veterans Rides	22,500	0
01-121-000-0000-6240	Advertising/Notices/Subscriptions	1,250	0
01-121-000-0000-6241	Conf. Exp/Rega/Tmg/Dues	665	0
01-121-000-0000-6262	Data Proc. Serv. & Support	1,000	0
01-121-000-0000-6330	Travel Expenses - Mileage	2,355	0
01-121-000-0000-6331	Lodging & Parking	1,500	0
01-121-000-0000-6335	Meals - Taxable	200	0
01-121-000-0000-6340	Rentals & Service Agreements	52	0
01-121-000-0000-6401	Office Supplies	250	0
01-121-558-0000-5302	OUTREACH & OPERATIONS GRANT	7,500	0
01-121-558-0000-6240	Advert/Legal Notices/Subsc.	3,000	0
01-121-558-0000-6260	Prof.&Tech.Services	4,500	0
DEPT 121 Veterans Service Officer	Revenue	7,500	0
	Expend.	126,964	0
	Net	119,464	0
FUND 01 GENERAL REVENUE FUND	Revenue	7,500	0
	Expend.	126,964	0
	Net	119,464	0
Final Totals	Revenue	7,500	0
	Expend.	126,964	0
	Net	119,464	0

Copyright 2010-2017 Integrated Financial Systems

Attachment D

County Board Resolution EXAMPLE

RESOLUTION OF ABC County

BE IT RESOLVED by ABC County that the County enter into the attached **Grant Contract** with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: **County Veterans Service Office Operational Enhancement Grant Program**. The grant must be used to provide outreach to the county's Veterans; to assist in the reintegration of combat Veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county Veterans service office, as specified in Minnesota Statutes 197.608 and Minnesota Laws 2021, 1st Special Session, Chapter 12, Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by the ABC County that John Smith the County Veteran Service Officer be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

WHEREUPON the above resolution was adopted at a monthly meeting of the County Board Chair this second day of August, 2021.

Board Chair Signature
Authorized Signature and Title

August 2, 2021
Date

STATE OF MINNESOTA

ABC County

I, Clerk Name, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the County Board of said ABC County, that I have compared the above resolution with the original passed and adopted by the County Board of said ABC County at a monthly meeting thereof held on the first Thursday of August, 2021 at 7:30 pm that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this first Thursday of August, 2021, and have hereunto affixed the seal of the County.

Clerk Signature Authorized Signature and Title

Attachment E

Work Plan & Budget Expenditure Report

A	B	C	D
1	CVSO Workplan & <u>proposed</u> Budget Expenditures Report		
2	County Name: _____		
3	CVSO Authorized Representative Name: _____		
4	Project Name: County Veterans Service Office Operational Enhancement Grant Program		
5	Legal Citation: Minnesota Laws 2021, Chapter , Article , Section , Subdivision		
6	Period Covered by Request: FY2022 (July 1, 2021 - June 30, 2022)		
7	SECTION ONE - Workplan		
8	In the space provided below, please write a brief, narrative description providing context and background for your budget as specified in the FY2021 CVSO Grant Agreement (Section 2 - Grantee Duties.) Do not relist the budget items.		
9	<i>The FY2022 CVSO grant will be used primarily for advertising county-wide. In the past 3 years, the number of Veteran inquiries has increased by 50%. In my estimation, this is primarily due to my dedication of CVSO funds towards advertising. Additionally...</i>		
10	SECTION TWO - <u>proposed</u> Budget Expenditures Report		
11	Table I - Budget		
12	<i>The proposed Budget Expenditure Spreadsheet is pre-programmed to calculate totals.</i>		
13	BUDGET CLASS	Budget Category (e.g. Publicity, Travel, Equipment etc.)	Dollar Amount (estimated)
14			FY2022 (Subtotal by Budget Category)
15	ADMINISTRATION	VetraSpec	\$ 750.00
16			\$ 750.00
17	OPERATIONS	Advertising	\$ 5,000.00
18		Equipment/Software etc.	\$ 1,250.00
19		Travel (Ref. Travel Log)	\$ 2,000.00
20			
21	SUPPORT SERVICES	Volunteer Driver Per Diem	\$ 1,000.00
22			\$ 1,000.00
23			
24	Budget Total		\$ 10,000.00

Attachment F – Section Three Example Final Report & Budget Expenditure Spreadsheet

1	A	B	C	D	E	F	G	H	I
1	Budget Expenditure Spreadsheet (Section III Example)								
2	Date grant was executed (last signature on Grant Agreement) on:						9/17/2021		
3	Date grant was "live" (60-day rule - Legislative Grants Only) on:						7/20/2021		
4	<i>I certify that all invoice(s) dates/service & payroll period(s) are ON or AFTER the grant "live" date.</i> Yes <input type="checkbox"/> No <input type="checkbox"/> (If questions, contact Grant Administrator)								
5	Enter each individual invoice/receipt expenditure separately. Add rows as needed and adjust the Excel formulas.							Total Expenditures (e.g. Receipts)	TOTAL EXPENDITURES by Budget Category (to Date)
6	BUDGET CLASS	Budget Category (e.g. Publicity, Travel, Equipment etc.)	Budget Item (e.g. newspaper ad, Apple iPhone, Printer)	Vendor/ Business Name (e.g. Star Tribune, Apple Store, Office Max.)	Invoice / Service Dates (must show date range for advertising and contracts (e.g. Star Tribune 12-1-2021 to 6-30-2022))	Was Link/Vet printed/ referenced?	Invoice Number (if applicable)		
7									
8	ADMINISTRATION	Office	Information Management	Vetra Spec (pro-rated)	7/19/2020 - 6/30/2021		# 6588231	\$ 620.19	\$ 620.19
9									
10	OPERATIONS	Advertising	Newspaper Advertising	Star Tribune	12/1/21 - 6/30/22	Y	# 3405	\$ 4,050.00	\$ 9,702.89
11		Advertising	Newspaper Advertising	Pioneer Press	11/17/2021 (1-day ad)	Y	# 41994	\$ 1,080.00	
12		Equipment	Apple iPhone and MacBook	Office Max	9/22/2022		# 7723489	\$ 1,294.00	
13		Travel	(See Travel Log for individual expenditures)					\$ 2,578.90	
14		Office Furniture (New employee)	Desk & chair	Best Buy	9/4/2021		# 21336008	\$ 699.99	
15	SUPPORT SERVICES	Veteran Services & Events	Veteran Transportation to Medical Appointment	Rainbow Rider, Inc	7/20/21 - 6/30/22 (invoice pro-rated)		# 402	\$ 897.21	\$ 1,486.21
16			Homeless Veteran Lodging (2 nights)	Super 8 Hotel	12/1 - 12/2/2021		# 76990	\$ 386.68	
17			Veteran Booth	County Fair	3/15 - 3/30/2022		# 25	\$ 202.32	
18	SUB-TOTAL							\$ 11,809.29	\$ 11,809.29
19	If Invoices total exceed grant amount... deduct difference paid by the county							\$ (1,809.29)	\$ (1,809.29)
20	Column Total		Column Total					\$ 10,000.00	\$ 10,000.00

Houston County Agenda Request Form

Date Submitted: October 8, 2021

Board Date: October 26, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Project Culvert Lining (Airport) with Subsurface Inc. 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 21-50 Final Acceptance of Contract Culvert Lining (Airport) – Subsurface, Inc is complete total cost of \$51,401.00.

WHEREAS, Contract Culvert Lining (Airport) 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.



Real People. Real Solutions.

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

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

October 8, 2021

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

RE: Houston County Airport
Runway 13/31 Culvert Lining
FAA AIP 3-27-0016-10-21
SP No. A2803-33

Dear Mr. Pogodzinski:

Enclosed is Pay Application No. 2 for the above referenced project. This Pay Application is Final and releases retainage as the Contractor has submitted all final documentation required to closeout the FAA grant.

I recommend that the Pay Application be approved as shown. If you agree, please sign and return one copy with payment to the Contractor and one copy to me for our records.

If you have any questions or need additional information, please contact me at 612-987-0138 or silas.parmar@bolton-menk.com.

Sincerely,
Bolton & Menk, Inc.

Silas Parmar, P.E.
Project Manager

Enclosures

CONTRACTOR'S PAY REQUEST

RUNWAY 13/31 CULVERT LINING

AIP NO. 3-27-0016-09-21 SP NO. A2803-33

HOUSTON COUNTY AIRPORT (CHU)

HOUSTON COUNTY, MN

0T5.123296

DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$55,001.00
TOTAL, COMPLETED WORK TO DATE	\$51,401.00
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$51,401.00
RETAINED PERCENTAGE (0%)	\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$51,401.00
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$48,830.95
PAY CONTRACTOR AS ESTIMATE NO. 2	\$2,570.05

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Subsurface, Inc.
119 4th St S
Moorhead, MN 56560

By  President 10/8/21
SIGN NAME TITLE DATE

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 7533 SUNWOOD DR NW #206, RAMSEY, MN 55303

By  8-Oct-21
SILAS PARMAR, P.E. PROJECT MANAGER DATE

APPROVED FOR PAYMENT:

OWNER: HOUSTON COUNTY, MN

By  10-12-21
BRIAN POGODZINSKI, P.E. COUNTY ENGINEER DATE

2

WORK COMPLETED THROUGH 8/25/2021

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
SCHEDULE 1: CULVERT LINING								
1	C-105		1	LUMP SUM	\$4,800.00	1.00	LUMP SUM	\$4,800.00
2	2051.501		1	LUMP SUM	\$101.00	1.00	LUMP SUM	\$101.00
3	2507.503		252	LIN FT	\$44,100.00	252.00	LIN FT	\$44,100.00
4	2519.601		30	LIN FT	\$6,000.00	12.00	LIN FT	\$2,400.00
TOTAL AMOUNT:								
					\$55,001.00			\$51,401.00

HOUSTON COUNTY
Certificate of Final Acceptance
Board Acknowledgment

Contract Number: 2021 Culvert Lining (Airport)
Contractor: Subsurface Inc
Date Certified: October 26, 2021
Payment Number: 2 Final

Whereas; the 2021 Culvert Lining (Airport) Contract 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 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 26th day of October, 2021

At Caledonia, Minnesota

Signed By _____

(SEAL)

(Top 3 inches reserved for recording data)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

**Minnesota Uniform Conveyancing Blanks
Form 40.5.1 (2006)**

DATE: 08/30/2021

(month/day/year)

The undersigned hereby acknowledges receipt of the sum of Forty Eight Thousand Eight Hundred Thirty Dollars and Ninety Five Cents
Dollars (\$ 48,830.95).

☒ as partial payment for labor, skill, and material furnished

☐ as payment for all labor, skill, and material furnished or to be furnished (except the sum of _____)

(check appropriate box)

_____ Dollars (\$ _____) retainage or holdback

☐ as full and final payment for all labor, skill, and material furnished or to be furnished to the following described real property:

Check here if all or part of the described real property is Registered (Torrens) ☐

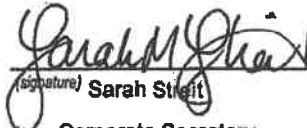
and for value received hereby waives all rights acquired by the undersigned to file or record a mechanic's lien against said real property for labor, skill, or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Note: Remainder of page left blank, signature page follows.

Subsurface, Inc.

(name)

By:



(signature) Sarah Strait

Its: Corporate Secretary

(type of authority)

By:

(signature)

Its:

(type of authority)



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-Oct-2021 10:04:06 AM
Confirmation Number: 2-086-038-688
Name: SUBSURFACE INC
ID: 9438077
Affidavit Number: 359534592
Project Owner: HOUSTON CO HWY DEPT
Project Number: RUNWAY 13/31
Project Begin Date: 8/24/2021
Project End Date: 8/25/2021
Project Location: HOUSTON CO MN
Project Amount: \$51,401.00
Subcontractors: No Subcontractors

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

RESOLUTION NO. 21-50

**FINAL ACCEPTANCE FOR CONTRACT CULVERT LINING (AIRPORT)
SUBSURFACE INC**

October 26, 2021

WHEREAS, Contract Culvert Lining (Airport) has in all things been completed, and the County Board being fully advised in the premises,

NOW, THEN BE IT RESOLVED, That we do hereby accept said completed project for and in behalf of the County of Houston and authorize final payment as specified herein.

*****CERTIFICATION*****

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Donna Trehus, County Auditor/Treasurer do certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated October 26, 2021.

WITNESS my hand and the seal of my office this 26th day of October 2021.

Signed by _____

Houston County Auditor - Treasurer

Houston County Agenda Request Form

Date Submitted: October 19, 2021 Board Date: October 26, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The existing fuel system has reached the end of its usefull life and a new fuel system has been planning for the new highway facility. Numerous options have been explored and three vendors have submitted quotes. The cheapest system does not track usage as required for reporting. The middle priced option is being recommended and the highest quote is more double the middle quote.

Attachments/Documentation for the Board's Review:

Quote from Kay Tank Corp.

Justification:

New fuel system is needed at the highway facility in Caledonia

Action Requested:

Approve Kay Tank Corp. proposal.

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.

Kay Tank Corp.

QUOTE FORM

DATE:

10/6/2021

QUOTEDBY

Irv Sorge

01 Pine St.

O. Box 477

mesville, IA 50647

0-553-2476

QUOTE FOR

Houston County Hwy Dept

SHIP TO

Caledonia, MN

brian.pogodzinski@co.houston.mn.us

CONTACT

Brian Pogodzinski

PHONE

507-725-3925

FAX

Shipping Charges							Quoted Shipping Costs			
repay		Collect					APPROX \$525			
st/Rep	Writ By	Resseller	Ship Via	F.O.B Point	Charge	C.O.D.	Credit Check			
	IAS		KAY		x		OK	<input type="checkbox"/>	Refuse	
TY.	MODEL	DESCRIPTION				PRICE		Unit Price	Total Price	
1	2900-7DW-UL-W	2900 GAL DOUBLE WALL UL 142, 64X18', WHITE, DISPENSOR ON EACH END				14931		\$14,931.00	\$14,931.00	
								\$0.00	\$0.00	
1	EQUIPMENT PKG	2 HP SUB VAR SPEED 3PHASE PUMP, 2-DISPENSORS, E-VENTS, GAUGES, SPILL BUCKET FOR FILL, ALL NEC VALVES AND FITTINGS, INSTALLED				22931.5		\$22,931.50	\$22,931.50	
1	FUEL MGMT	CLOUD BASED FUEL MANAGEMENT SYSTEM WITH BOX AND PEDESTAL W/TABLET IF NEC OR CELL PHONE CAPABLE				9305		\$9,305.00	\$9,305.00	
								\$0.00	\$0.00	
								\$0.00	\$0.00	
							SUBTOTAL			\$47,167.50
							FREIGHT			\$525.00
							TOTALS			\$47,692.50

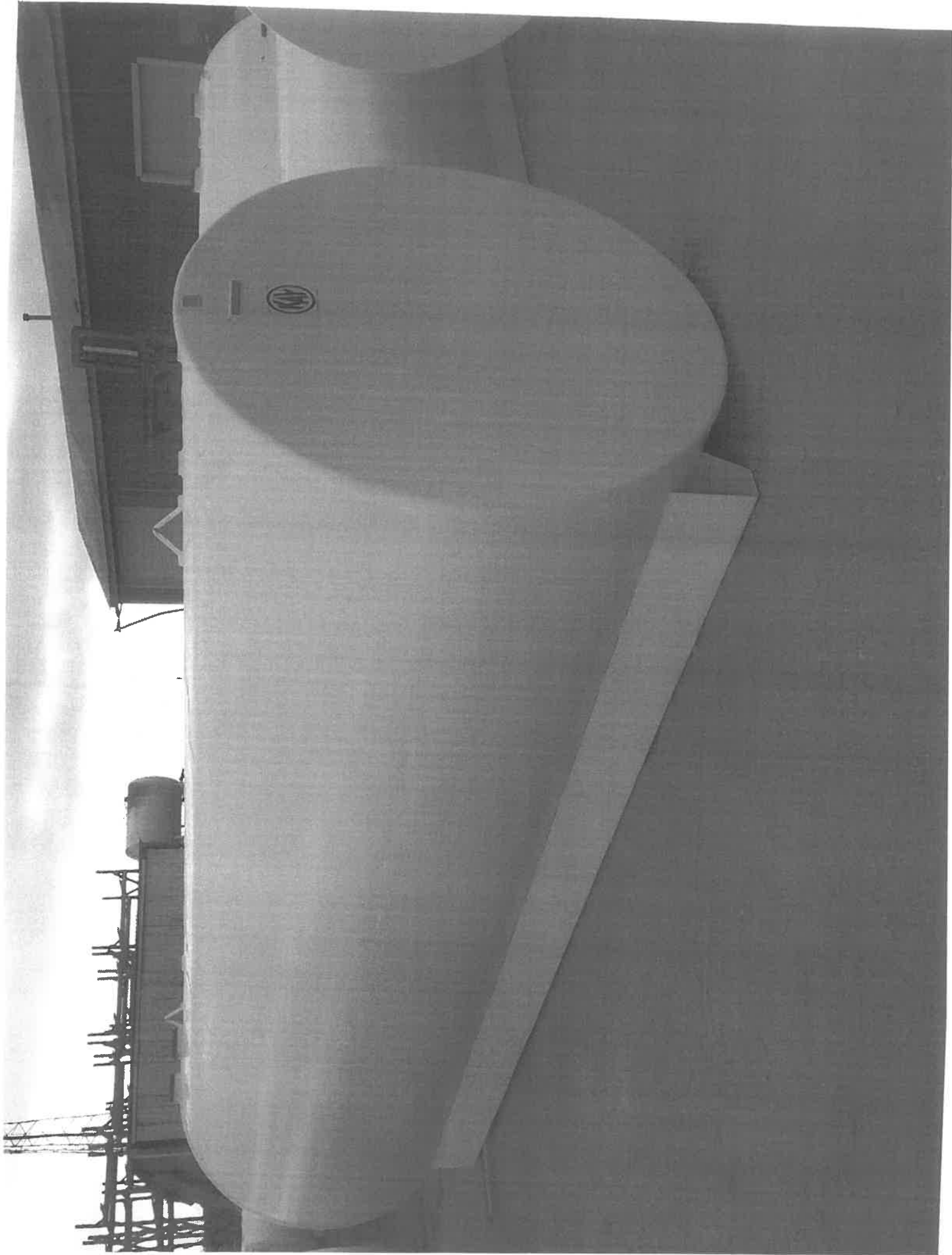
**NO SMOKING
DIESEL
COMBUSTIBLE**



100

NO SMOKING
DIESEL
COMBUSTIBLE





FILL-RITE®

Fuel Management System

POWERFUL FUEL MANAGEMENT IS NOW WITHIN REACH

Mobile



Hardware



Web



Fill-Rite's Fuel Management System combines **hardware**, a **mobile application**, and a **web portal** to give users real-time control over their fuel.

Secure.

Protect your fuel with driver-specific pin codes and robust tracking tools to identify and stop fraud or theft.

Affordable.

Automate tax refunds for off-road fuel use, all while paying a fraction of the cost of legacy fuel management systems with comparable features.

Simple.

Install in a day and take control with the intuitive app and web portal. Customize and automate reports.

Expandable.

Simply add modules to scale with your business. Each module supports unlimited drivers, vehicles, transactions, and users.

Web Based.

Access information from anywhere at any time. With our subscription-based service, updates and improvements happen automatically on a regular basis and you never have to pay extra for them.

Available Models



NXFM100
Site Controller



NXFM150
5 Hose
Expansion Module

FILL-RITE

Fuel Management System



1 Hardware

Fill-Rite FMS hardware is compatible with most existing fuel pumps and meters. Installation is quick, simple and designed to scale with your business needs.

2 Mobile App

The Fill-Rite FMS mobile app provides a portable, intuitive system for authorized users to access pumps.

Use the technology you already have

The app works with the Android and iOS devices you use every day. No more cards!

Secure your pumps

Fuel access is gated behind driver-specific pin codes, helping protect you from theft and unauthorized transactions.

Say goodbye to pen and paper

All transaction data is uploaded to Fill-Rite FMS's web portal, saving you the hassle of tracking down hand-written transaction sheets.



Download the "Fill-Rite FMS" app! Try the demo to see just how easy full featured fuel management can be!



Low cost, full featured

The NXFM100 is a fraction of the price of existing fuel management systems thanks to modular components and ingenious software hosted in the cloud.

Easy, modular installation

Designed for both fixed and mobile applications, our hardware is compatible with most pump and meter brands and types and may be installed in as little as one day. The modular design easily scales with the growth of your business.

3 Web Portal

Fill-Rite's web portal serves as your all-in-one fuel dashboard. Check inventory, run reports, and manage pump permissions from one place.

Customized, automated reports and paperwork

Collect the information you need at the pump to auto-complete reports and **off-road fuel use tax forms**.

Instant visibility into all your tanks

Check inventory levels and set permissions from one dashboard.

Cloud-based software for access everywhere you work

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Houston County Agenda Request Form

Date Submitted: October 19, 2021 Board Date: October 26, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The original quote for seating approved by the Board included some castors made for different flooring material than used within the new highway facility.

An updated quote has been provided, with the correct castors, resulting in a new price increase of \$77.28

Attachments/Documentation for the Board's Review:

Original and Revised Proposals are attached.

Justification:

Improper castors will result in either premature wear or the chairs sliding across the floor.

Action Requested:

Approve revised proposal.

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.



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
October 13, 2021

PRODUCT SPECIFICATIONS

TASK CHAIRS

Qty.	Description		Unit Price	Total Price
2	Global "Luray" Medium Back Tilter with Fixed Arm	Original Unit Price: 596.62	591.10	1,182.20
	- Model #: 6462-4	Unit Price Decrease: (5.52)		
	- Features: <i>Black Nylon Arm with SSU Armcap</i>	Total Price Decrease: (11.04)		
	- Casters: <u>#C9R Dual Wheel Hard Floor Casters</u>			
	- Base Finish: <i>Black Nylon</i>			
	- Fabric: <u>Grade 7 UltraFabric #UL60 "Ultraleather Pro, Dark Knight"</u>			
5	AllSeating Zip Fully Upholstered Midback Task Chair	Original Unit Price: 548.78	562.58	2,812.90
	- Model #: 92040-MF	Unit Price Increase: 13.80		
	- Glides: <i>Dual Surface Casters</i>	Total Price Increase: 69.00		
	- Features: <i>Multi-Function Arm, Adjustable Width Bracket Lever, Synchro Tilt, 2.5" Seat Slider</i>			
	- Frame Finish: <i>Black Nylon</i>			
	- Seat Fabric: <u>Grade 8 UltraFabric #554-5618 "Ultraleather Pro, Dark Knight"</u>			
5	AllSeating YouToo Midback Task Chair, Mesh Back	Original Unit Price: 578.68	592.48	2,962.40
	- Model #: 85040-MF	Unit Price Increase: 13.80		
	- Glides: <i>Dual Surface Casters</i>	Total Price Increase: 69.00		
	- 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>Black</u>			
	- Seat Fabric: <u>Grade 8 UltraFabric #554-5618 "Ultraleather Pro, Dark Knight"</u>			

PRIVATE OFFICE GUEST CHAIRS

Qty.	Description		Unit Price	Total Price
5	Global "Vion" Side Chair with Arms	Original Unit Price: 251.16	226.32	1,131.60
	- Model #: 6325	Unit Price Decrease: (24.84)		
	- Features: <i>Stacks 4-High on the Floor,</i>	Total Price Decrease: (124.20)		
	- Glides: <i>Standard Polypropylene Glides</i>			
	- Frame Finish: <u>Black</u>			
	- Mesh Back: <u>#MS69 "Black"</u>			
	- Fabric: <u>Grade 1 #WV15 "Wavelength, Panther"</u>			

WORKSTATION GUEST CHAIRS

Qty.	Description		Unit Price	Total Price
2	Global "Vion" Side Chair, Armless	Original Unit Price: 235.06	211.60	423.20
	- Model #: 6324	Unit Price Decrease: (23.46)		
	- Features: <i>Stacks 4-High on the Floor</i>	Total Price Decrease: (46.92)		
	- Glides: <i>Standard Polypropylene Glides</i>			
	- Frame Finish: <u>Black</u>			
	- Mesh Back: <u>#MS69 "Black"</u>			
	- Fabric: <u>Grade 1 #WV15 "Wavelength, Panther"</u>			

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>Ink</u> - Poly Finish: # <u>Ink</u> - Frame Finish: <u>Tungsten</u>	200.56	802.24



CONFERENCE ROOM

Qty.	Description	Unit Price	Total Price
12	AllSeating Zip Fully Upholstered Midback Conferen - Model #: 92040-CA - Features: <i>Conference Arms, Synchro Tilt</i> - Glides: <i>Dual Surface Casters</i> - Polyurethane Armcap: <i>Black</i> - Frame Finish: <i>Black Nylon</i> - Seat Fabric: <u>Grade 2 "Norwood, Desert"</u>	<div> Original Unit Price: 371.68 Unit Price Increase: 13.80 Total Price Increase: 165.60 </div>	385.48 4,625.76
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</u> - Mesh Back: #MS69 " <u>Black</u> " - Fabric: <u>Grade 1 #WV15 "Wavelength, Panther"</u>	<div> Original Unit Price: 251.16 Unit Price Decrease: (24.84) Total Price Decrease: (99.36) </div>	226.32 905.28



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>Ink</u> - Poly Finish: # <u>Ink</u> - Frame Finish: <u>Tungsten</u>	130.18	2,603.60
4	AllSeating YouToo Midback Task Chair, Mesh Back - Model #: 85040-MF - Glides: <i>Dual Surface 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>Black</u> - Seat Fabric: <u>Grade 8 UltraFabric #554-5618 "Ultraleather Pro, Dark Knight"</u>	<div> Original Unit Price: 578.68 Unit Price Increase: 13.80 Total Price Increase: 55.20 </div>	592.48 2,369.92



*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: 19,819.10
*Dock Delivery: NA
*Placement: NA

PROJECT TOTAL: 19,819.10

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.

TERMS & CONDITIONS

FINISHES:

Fabric, Laminate & Paint: Standard selections included in pricing, unless noted otherwise.
(Customer Choice from ABF selection).

***Please note:** Many commercial fabrics are subject to what is termed *moisture regain*. This is a process by which the fibers within a particular fabric absorb moisture from the surrounding environment resulting in temporary relaxing (or sagging) of a fabric's appearance. This sagging is not the result of misapplication, but rather the fabric's natural reaction to fluctuations in ambient humidity levels.

PRODUCT:

- *Pricing valid for 30 days from proposal date.
- *Products quoted are based upon most current field dimensions available. ABF will attempt to verify field dimensions as construction progress and circumstances allow. Should it be necessary to place orders prior to the availability of verified field dimensions, customer may be responsible for associated costs.
- *All orders are final. Returned product may be subject to a re-stock charge.
- *Charges may be applicable should storage of purchased product be necessary beyond initially scheduled timeframes.

LABOR & EQUIPMENT:

- *ABF will be responsible for supplying all necessary labor & equipment to perform the installation.
- *Labor is quoted as non-union labor.
- *Labor is quoted for regular working hours (Monday-Friday; 8:00 A.M. - 5:00 P.M.).
- *Customer will be responsible to have all miscellaneous items cleared out prior to installation.
- *Delays created by customer or other contractors may create additional labor charges.
- *Labor is quoted as a one phase project. (split dates will require additional charges).
- *Install and delivery quote is based on first floor delivery and install with clear access without steps.

ELECTRICAL:

- *Customer will be responsible to have a qualified electrician to perform all electrical connections including hardwiring, panel-to-panel and receptacles.

TERMS:

50% due upon delivery with Net 30 terms for the balance.
Buyer further agrees to pay ALL costs of reasonable collections and attorneys fees. Buyer acknowledges Seller's retention and hereby grants to Seller a purchase money security interest in all merchandise purchased or described herein unless and until Seller receives payments as described above. Buyer agrees to execute a standard UCC Financing Statement to perfect any such security interest. In the event Buyer fails to execute UCC financing statement, this Sales Agreement shall suffice and may be filed by Seller to perfect the security interest.

Signature: _____

Title _____

Date: _____





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	251.16	1,004.64
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- Features: *Stacks 4-High on the Floor,*
- Glides: *Standard Polypropylene Glides*
- Frame Finish: Black, Charcoal, Fog, OR Tungsten - TBD
- Mesh Back: Standard Global Vion Mesh - TBD
- Fabric: Global Grade 2 - Colorway TBD

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: October 19, 2021 Board Date: October 26, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The City of La Crescent is applying for 2 grants to modify the intersections along County Highway 6, Elm St, in La Crescent near the Elementary School and is seeking Letters of Support to install curb extensions at the intersection of County Highway 6 and S 4th St & S 6th St.

Attachments/Documentation for the Board's Review:

La Crescent Demonstration project response summaries

Justification:

The City of La Crescent is applying for 2 grants to modify the intersections along County Highway 6, Elm St, in La Crescent near the Elementary School and is seeking Letters of Support.

Action Requested:

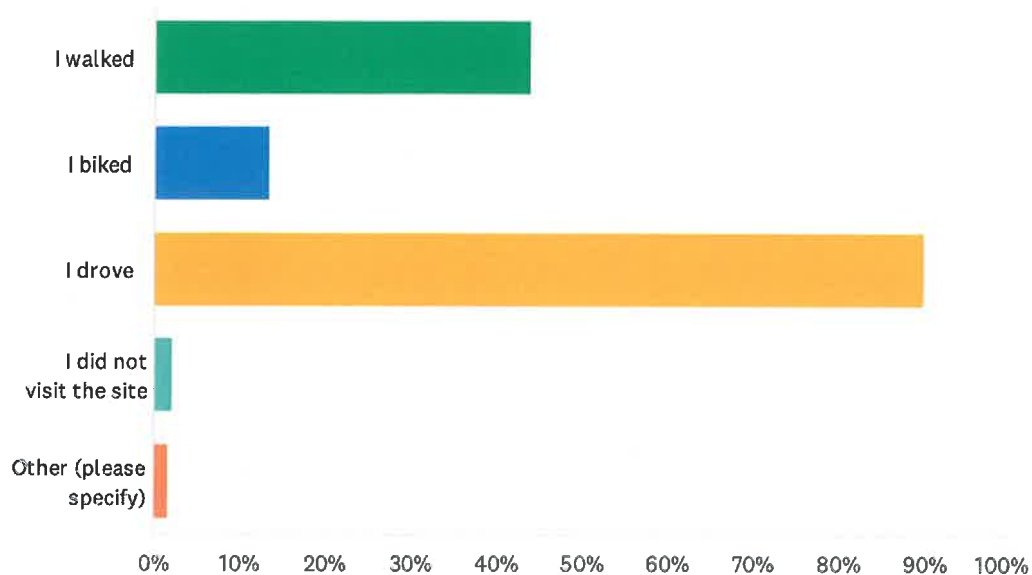
Letter of Support for proposed project.

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.

Q1 How did you travel through the demonstration project? (Check all that apply).

Answered: 180 Skipped: 0



ANSWER CHOICES

I walked

I biked

I drove

I did not visit the site

Other (please specify)

Total Respondents: 180

RESPONSES

43.89% 79

13.33% 24

90.00% 162

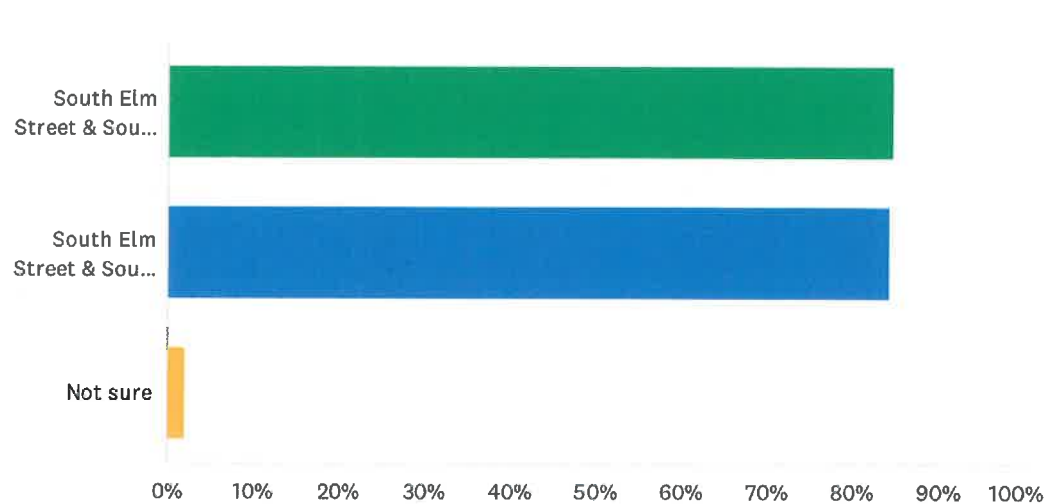
2.22% 4

1.67% 3

#	OTHER (PLEASE SPECIFY)	DATE
1	Rollerblades	9/30/2021 5:04 PM
2	I live on south 6th street so I drive through every day	7/10/2021 1:28 PM
3	I live there!	7/1/2021 10:03 AM

Q2 Which part of the project did you travel through or experience? (Check all that apply).

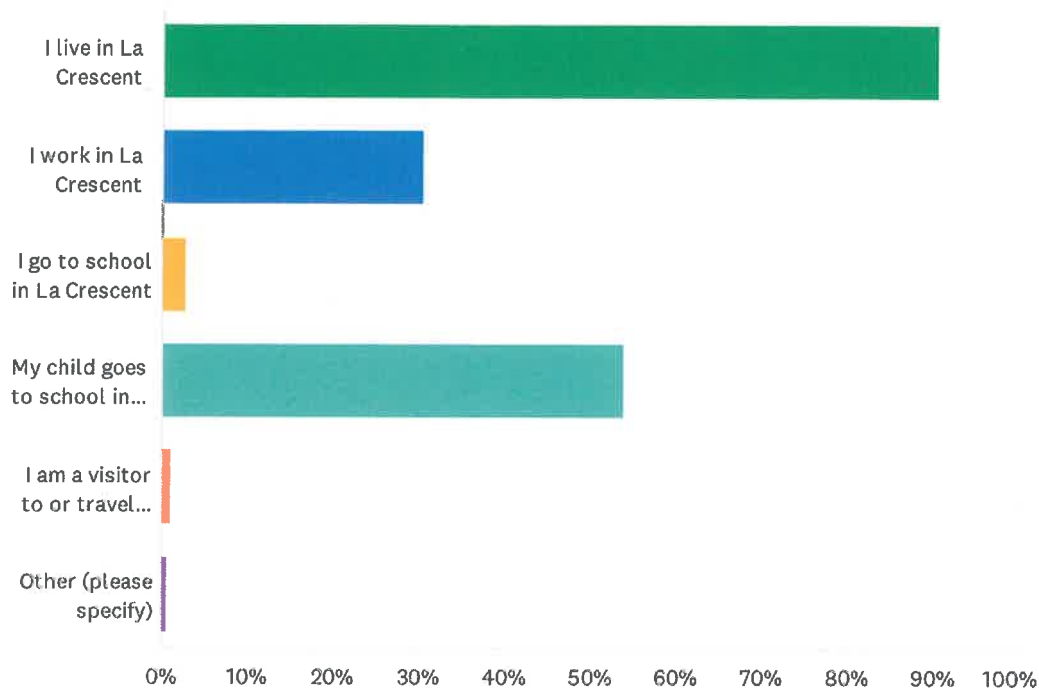
Answered: 179 Skipped: 1



ANSWER CHOICES	RESPONSES	
South Elm Street & South 4th Street	84.92%	152
South Elm Street & South 6th Street	84.36%	151
Not sure	2.23%	4
Total Respondents: 179		

Q3 Which of these apply to you? (Check all that apply).

Answered: 180 Skipped: 0



ANSWER CHOICES

RESPONSES

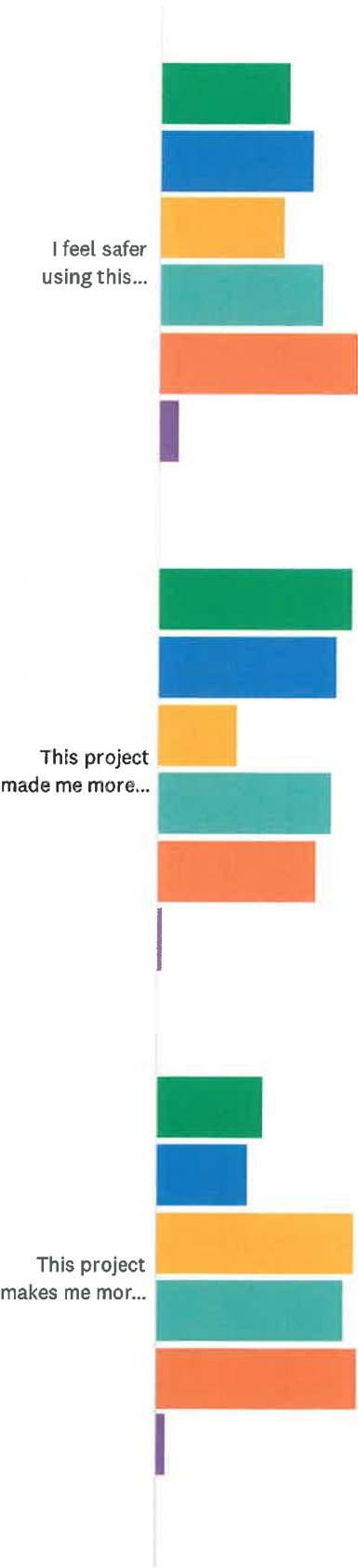
I live in La Crescent	90.56%	163
I work in La Crescent	30.56%	55
I go to school in La Crescent	2.78%	5
My child goes to school in La Crescent	53.89%	97
I am a visitor to or traveling through La Crescent	1.11%	2
Other (please specify)	0.56%	1

Total Respondents: 180

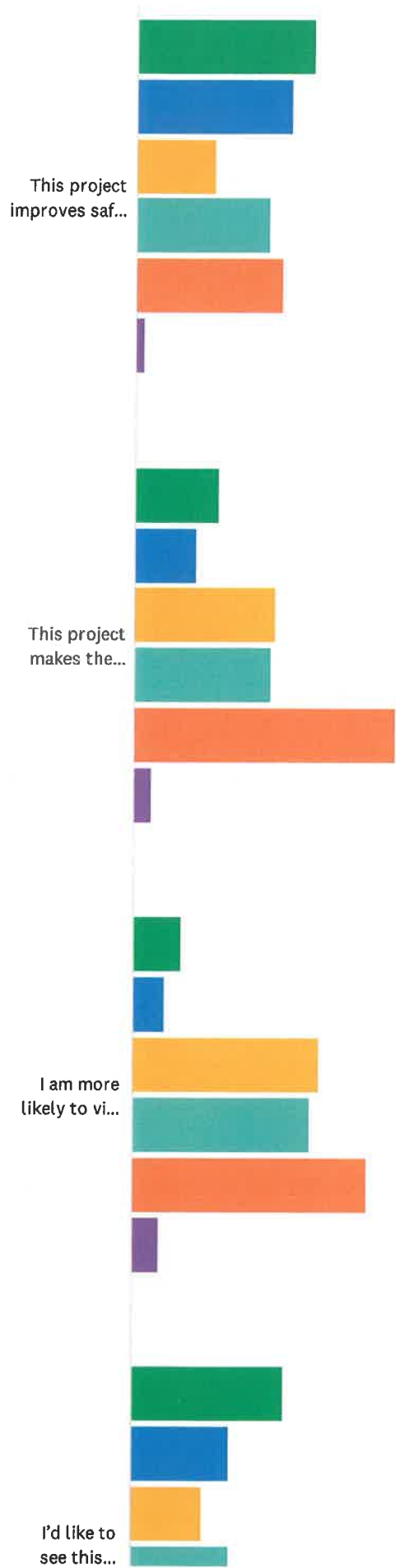
#	OTHER (PLEASE SPECIFY)	DATE
1	My mom lives in La Crescent. I use to live there as well.	6/29/2021 9:32 AM

Q4 Please rate your agreement with the following statements.

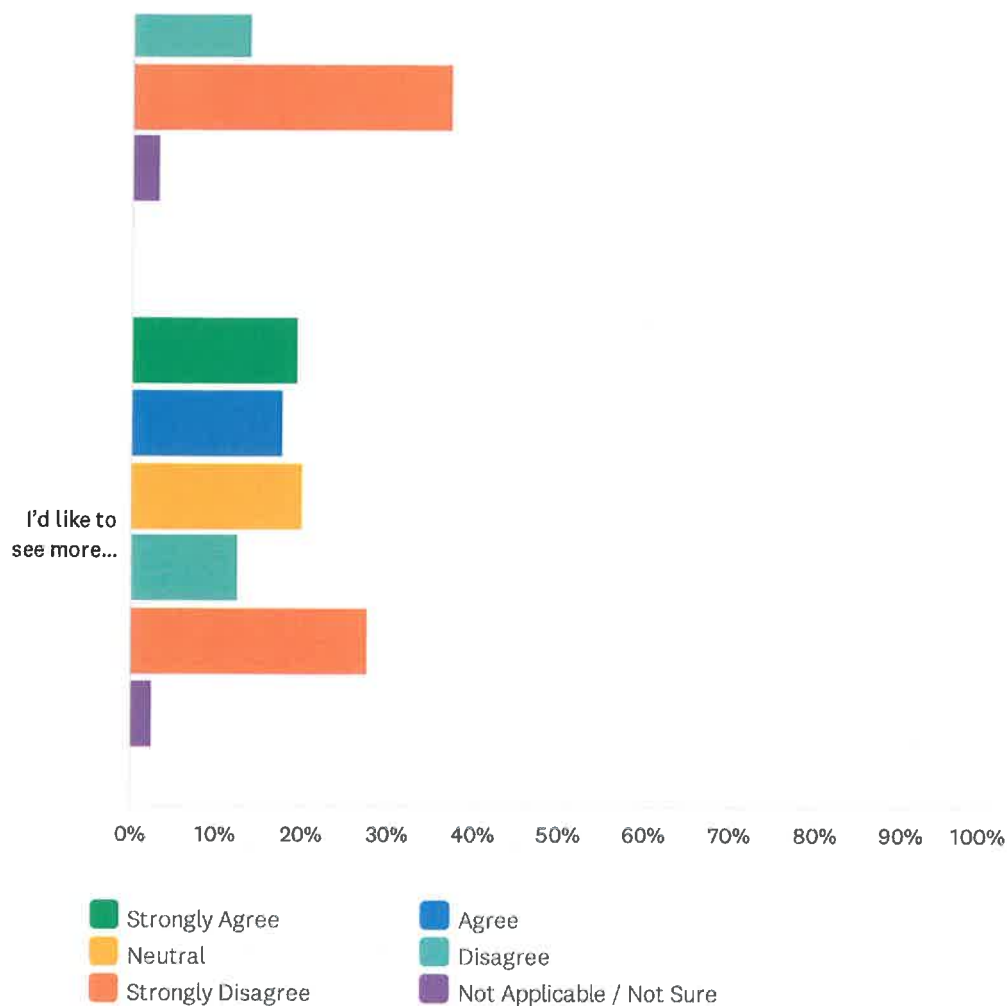
Answered: 160 Skipped: 20



MnDOT Demonstration Project Survey - La Crescent



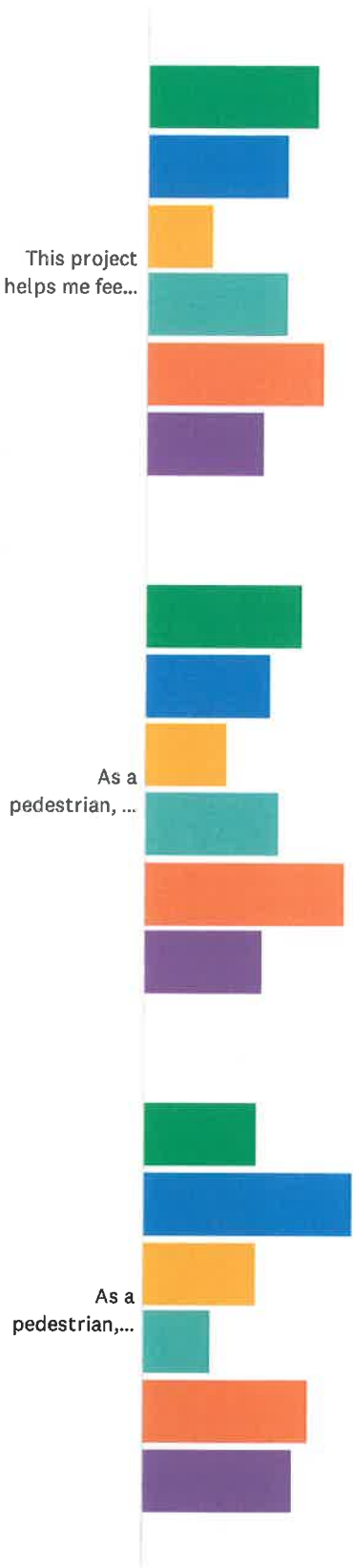
MnDOT Demonstration Project Survey - La Crescent



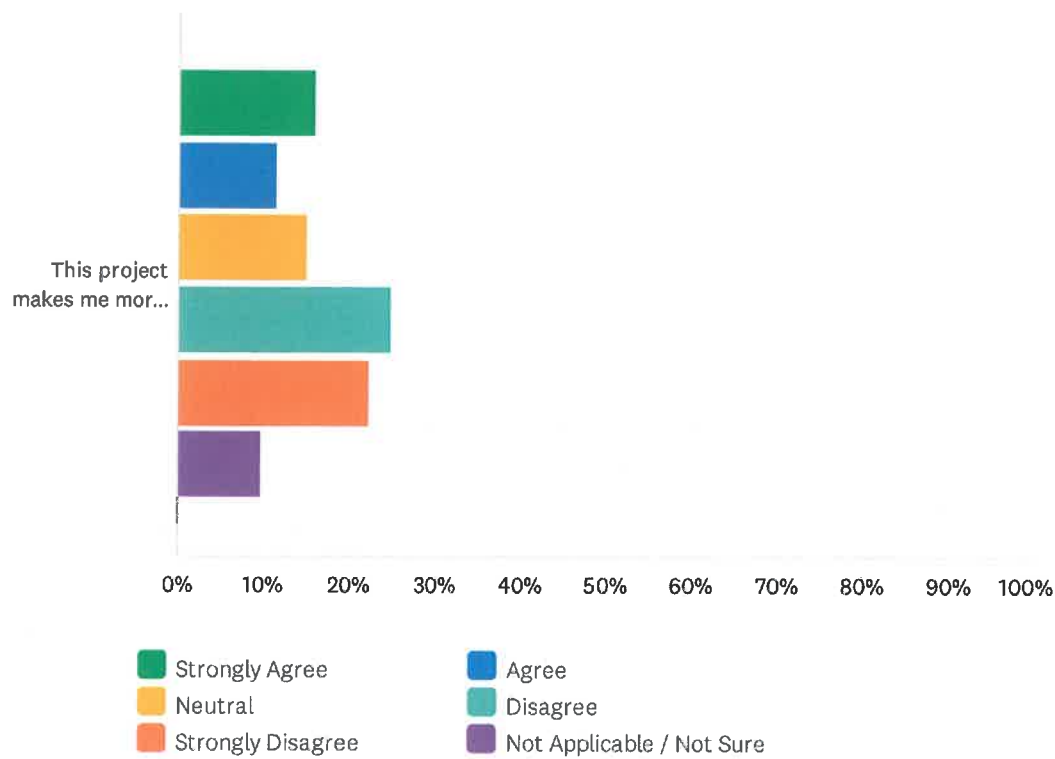
	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	NOT APPLICABLE / NOT SURE	TOTAL
I feel safer using this street because of this project.	16.35% 26	19.50% 31	15.72% 25	20.75% 33	25.16% 40	2.52% 4	159
This project made me more aware of people crossing the street and using the bike lane.	24.53% 39	22.64% 36	10.06% 16	22.01% 35	20.13% 32	0.63% 1	159
This project makes me more likely to walk or bike here.	13.38% 21	11.46% 18	24.84% 39	23.57% 37	25.48% 40	1.27% 2	157
This project improves safety for everyone, including children, seniors, and people with disabilities.	25.32% 40	22.15% 35	11.39% 18	18.99% 30	20.89% 33	1.27% 2	158
This project makes the street feel more pleasant.	11.95% 19	8.81% 14	20.13% 32	19.50% 31	37.11% 59	2.52% 4	159
I am more likely to visit a local business because of this project.	6.92% 11	4.40% 7	26.42% 42	25.16% 40	33.33% 53	3.77% 6	159
I'd like to see this installation become permanent.	21.52% 34	13.92% 22	10.13% 16	13.92% 22	37.34% 59	3.16% 5	158
I'd like to see more projects like this in my community.	19.50% 31	17.61% 28	20.13% 32	12.58% 20	27.67% 44	2.52% 4	159

Q5 If you walked through the project area, please rate your agreement with the following statements. Skip this question if you did not walk.

Answered: 113 Skipped: 67



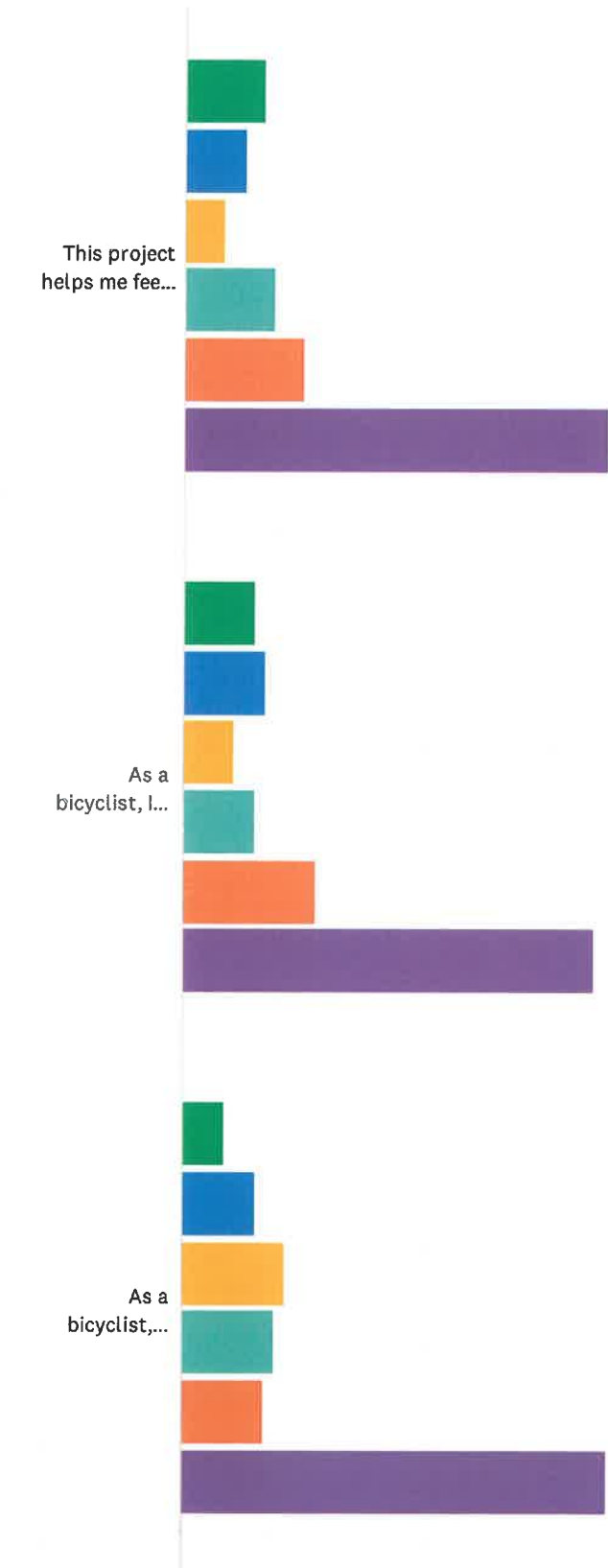
MnDOT Demonstration Project Survey - La Crescent



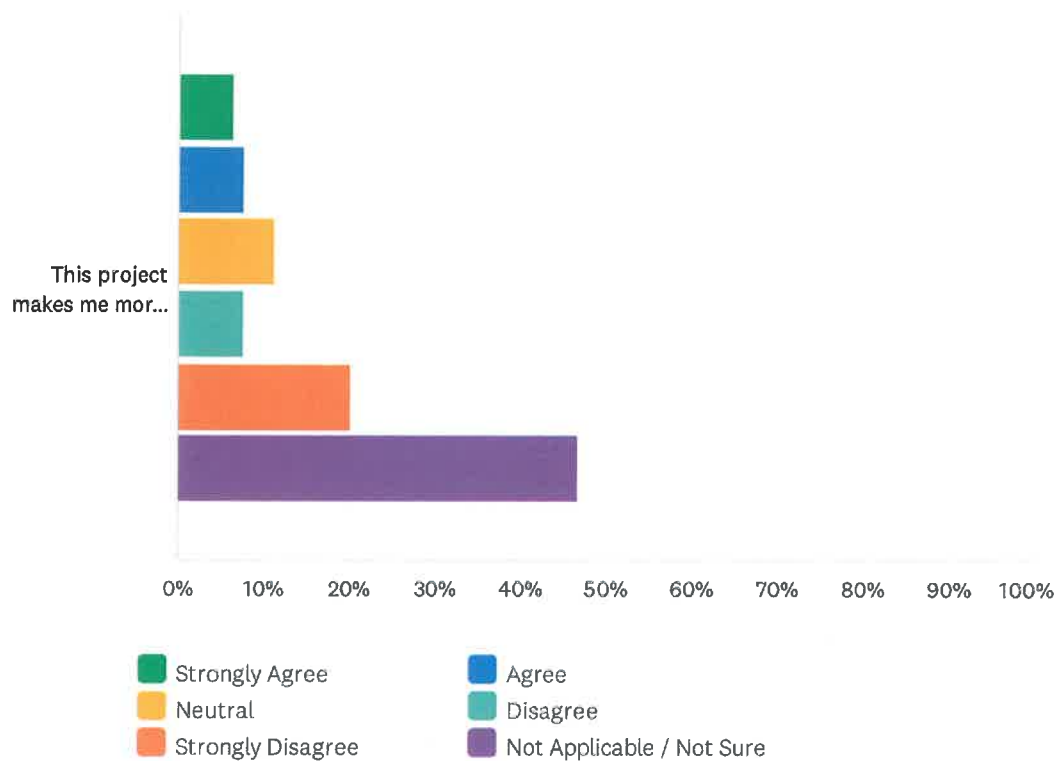
	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	NOT APPLICABLE / NOT SURE	TOTAL
This project helps me feel safer walking on/across this street.	20.91% 23	17.27% 19	8.18% 9	17.27% 19	21.82% 24	14.55% 16	110
As a pedestrian, I felt like drivers could see me better.	19.09% 21	15.45% 17	10.00% 11	16.36% 18	24.55% 27	14.55% 16	110
As a pedestrian, drivers yielded to me.	13.76% 15	25.69% 28	13.76% 15	8.26% 9	20.18% 22	18.35% 20	109
This project makes me more likely to walk here.	16.07% 18	11.61% 13	15.18% 17	25.00% 28	22.32% 25	9.82% 11	112

Q6 If you biked through the project area, please rate your agreement with the following statements. Skip this question if you did not bike.

Answered: 81 Skipped: 99



MnDOT Demonstration Project Survey - La Crescent

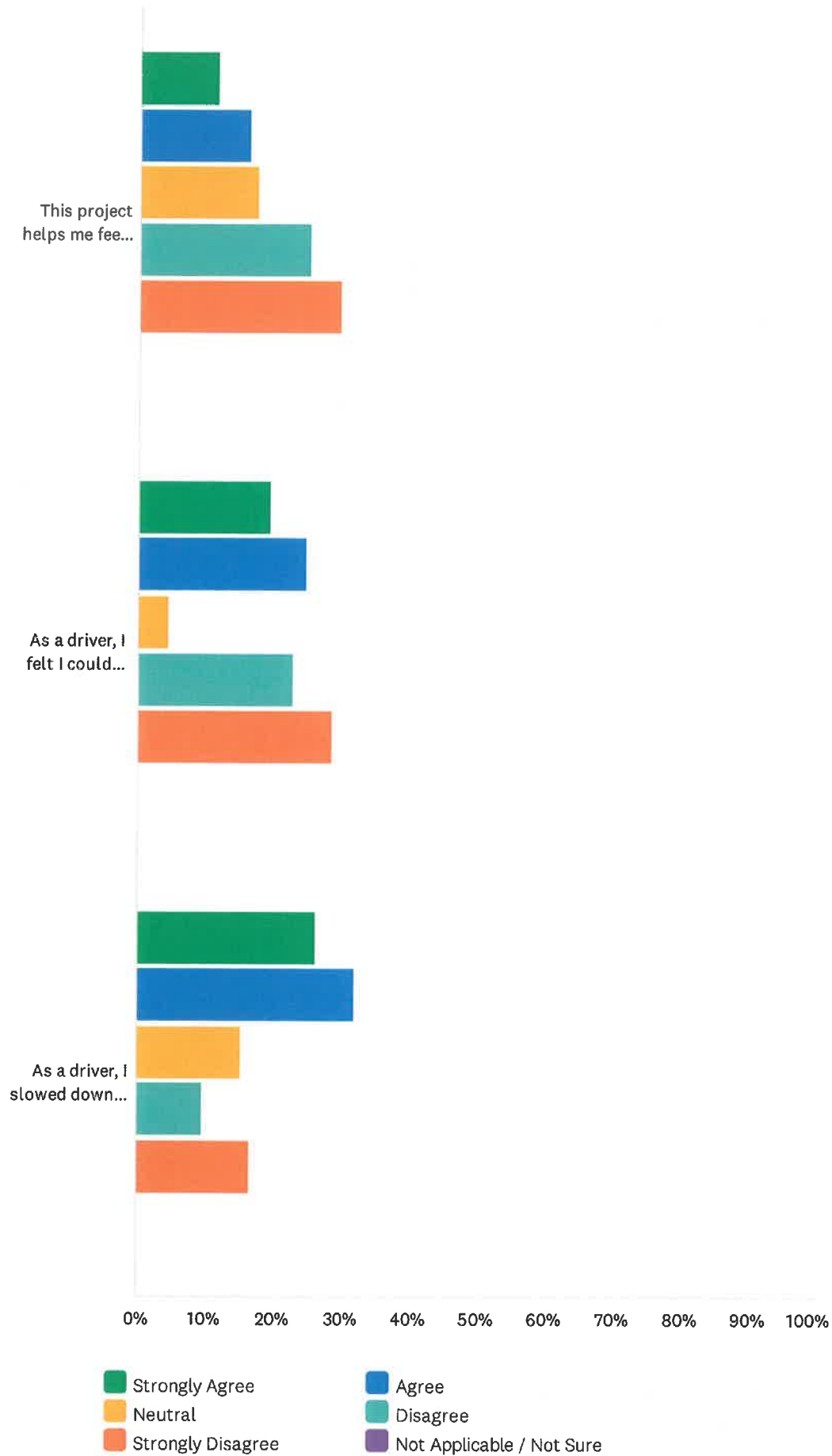


	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	NOT APPLICABLE / NOT SURE	TOTAL
This project helps me feel safer biking on this street.	9.88% 8	7.41% 6	4.94% 4	11.11% 9	14.81% 12	51.85% 42	81
As a bicyclist, I felt like drivers could see me better.	8.75% 7	10.00% 8	6.25% 5	8.75% 7	16.25% 13	50.00% 40	80
As a bicyclist, drivers yielded to me.	5.06% 4	8.86% 7	12.66% 10	11.39% 9	10.13% 8	51.90% 41	79
This project makes me more likely to bike here.	6.33% 5	7.59% 6	11.39% 9	7.59% 6	20.25% 16	46.84% 37	79

Q7 If you drove through the project area, please rate your agreement with the following statements. Skip this question if you did not drive.

Answered: 156 Skipped: 24

MnDOT Demonstration Project Survey - La Crescent



MnDOT Demonstration Project Survey - La Crescent

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	NOT APPLICABLE / NOT SURE	TOTAL
This project helps me feel safer driving on this street.	11.61% 18	16.13% 25	17.42% 27	25.16% 39	29.68% 46	0.00% 0	155
As a driver, I felt I could see pedestrians and/or bicyclists better.	19.48% 30	24.68% 38	4.55% 7	22.73% 35	28.57% 44	0.00% 0	154
As a driver, I slowed down because of the installation.	26.28% 41	32.05% 50	15.38% 24	9.62% 15	16.67% 26	0.00% 0	156

Q8 What do you like and/or dislike about this demonstration project? Would you suggest any changes?

Answered: 105 Skipped: 75

#	RESPONSES	DATE
1	As a driver, I slowed down and was more aware of pedestrians/bicyclists through these areas. Not sure I really felt safer as a cyclist or runner.	10/18/2021 3:19 PM
2	It all just seemed very aggressive and was honestly quite distracting. I think the idea is great, but the execution just didn't cut it for me. I also think if the elementary school had a drop off area more in the middle of the block (on 6th st, between Elm and Oak), instead of so close to Elm, it would save a lot of the congestion of trying to pull out of 6th Street onto Elm.	10/14/2021 3:12 PM
3	I felt due to the demonstration curb the pedestrians were hard to see at the cross walks	10/13/2021 8:43 AM
4	makes crossing the street much more dangerous for walkers for they have much less crosswalk to have traffic stop for!	10/12/2021 12:45 PM
5	I'd like to see this model at Oak St and S 6th St intersection. Would also like to see more distinction of where cars should stop. Inevitably, cars are still stopping in the cross walk, trying to turn, while pedestrians are trying to cross. We've often had to walk behind cars when crossing the streets.	10/11/2021 8:21 PM
6	1.this survey is inappropriate, the questions are all phrased in a very leading manner. 2. The roads in town need to be maintained better before a project like this is funded, cause even if you have a grant, it will still cost something. 3. Have you asked what the people in the houses next to these think? How will this impact them and their property values and what they are required to shovel? 4. Most importantly, these just add more "noise" and are visually distracting in an already busy area. Plus it's very hard to see small children who are not substantially taller then the barriers.	10/11/2021 7:52 PM
7	It promotes SAFETY. No.	10/11/2021 8:27 AM
8	I believe it has its benefits but I think it also will cause issues during winter when it is plowed. Plows will not clear the area as cleanly around the bump outs- they don't get close enough to the curb anyway- and I believe this will actually make crossing in this area more dangerous. I would love to see the temporary markers remain up, and just come down during snowy months. Brightening the crosswalks and adding the green has been the most helpful. One flashing crossing sign might be a better year long solution for walkers.	10/10/2021 10:25 PM
9	The location chosen was appropriate. There was no communication/education to inform people of such experiment.	10/9/2021 8:34 PM
10	As a driver and parent, I love the extensions at the crosswalks. I do feel like they make drivers more aware, and students should be safer. As a bicyclist the white posts make it initially odd to navigate, but I've always loved the bike lanes on Elm.	10/9/2021 6:54 PM
11	Take it down and paint the areas	10/9/2021 9:55 AM
12	The number/size of reflectors could distract from seeing the pedestrians.	10/9/2021 8:47 AM
13	Why isn't Elm St a School Zone? It should be 15mph, not 30.	10/9/2021 7:53 AM
14	felt very unsafe walking through this intersection for puts you way too close to traffic before I was in the crosswalk!	10/8/2021 8:52 PM
15	It's actually really distracting for drivers. Would much rather see lighted signs like they have at the pool crossing the street there. Drivers don't yield any better when in the cross walk. Also someone should talk to the bus company because the buses NEVER STOP for us when we are in the cross walk	10/8/2021 7:39 PM
16	Horrible idea. Law says to stop for pedestrians IN the crosswalk. Now you move the crosswalk	10/8/2021 7:05 PM

MnDOT Demonstration Project Survey - La Crescent

closer to traffic which will cause injury and death. There have been ZERO incidents with traffic and pedestrians in the last 40 years according to LaCrescent PD!

17	I like the fact that this project seems to make it safer for walkers. I don't like how it makes the street appear a little cluttered. It also seems to make it a little more difficult for streets to be cleared when it snows.	10/8/2021 3:21 PM
18	This is a great addition to the area by the school. I hope to see this permanent as well as added to the High School area and Walnut Street by Quillins and etc.	10/8/2021 3:20 PM
19	When turning on 4th street on to elm there is only one turn lane with the demonstration project. Without the turn lane you had you had a left and right turn lane onto elm.	10/8/2021 2:29 PM
20	I feel like it adds more clutter to the visual field. That said, I think it prevents people from driving on the sides	10/8/2021 2:22 PM
21	With the demonstration project, I feel less anxious when children are walking to/from school and/or biking/skateboarding with their parents/friends – because they have a safe place to cross the street that is easily marked for them and for the cars driving by them.	10/8/2021 1:41 PM
22	Truthfully, with cars parking right next to the revised curbs, I'm finding walkers and bikers need to come further out into traffic to be seen and get around.	10/8/2021 1:11 PM
23	Nearly every morning there are people standing on the corner to cross from one side of Elm to the other and cars/buses do not yield to them. Cars are very good yielding to those crossing 4th and 5th.	10/8/2021 12:59 PM
24	I think the area is chaotic no matter what and we have a lot of unsafe drivers despite efforts to slow them down and make them more aware	10/8/2021 12:56 PM
25	Makes the street too narrow when there is traffic both ways. How will city plow and be moving snow away?	10/8/2021 12:12 PM
26	The reflection "cones" made it difficult to see small people; especially in low light situations. I think that a hi-vis crossing is more appropriate. And maybe a light, like on south 7th and south 3rd would be more appropriate. I think they will cause extra work for snow removal, leaf litter clean up,, I feel that when work trucks are in the area they will be a major inconvenience. I think they look awful too.	10/8/2021 12:12 PM
27	Just note to keep the median signage far enough from the cross street so trucks / trailers can safely turn onto Elm without knocking them over. Thank you for this project near our Elementary School! Many students cross Elm safely because of this!	10/8/2021 12:06 PM
28	As a driver it's too distracting and confusing. I prefer the flashing crosswalk signs that pedestrians can push the button for. Something is needed but not those sticks in the road.	10/8/2021 11:17 AM
29	I work for the school district. As I was driving to the Secondary building I saw a dad walking his son to the Elementary school. They never hesitated when stepping off the curb into the project area. Maybe that is the intention, but as a driver, it was unsettling to see them walk right to the edge of the painted safety area in the street. Vehicles have less room to maneuver if a child were to over step the safety area during morning traffic. I do not drive over the speed limit. This incident made me question the safety of the project.	10/8/2021 11:00 AM
30	It is way too busy. I am distracted by trying to look inside the area to see if somebody is actually in there trying to cross.	10/8/2021 10:41 AM
31	I don't feel I could see anyone any better or any worse. Drivers just need to be more aware of kids crossing the streets. Police presence should be enforced. What about school safety patrol?! There's someone on south 3rd but there should be more on elm street.	10/8/2021 10:26 AM
32	Thank you for implementing physical environmental fixes to keep our kids, families, and all community members safe. I am very supportive of this type of physical safeguarding and feel it is well overdue.	10/8/2021 10:23 AM
33	Due to sign placement and cars parked you have to walk out a way into road to see if vehicles are coming and for vehicles to see you. The signs need to be relocated to make it easier for pedestrians to see if any vehicles approaching.	10/8/2021 9:49 AM
34	As a walker I've had the same experience before the installation and now. As a driver, I haven't noticed a difference in visibility of walkers, and bikers now have to go further into the driving	10/8/2021 9:41 AM

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lane to get around the extended corners. As a driver, I find the bright blinking lights at Kistler Park and at 3rd/Oak St intersection to be much better at increasing visibility of pedestrians.

35	The buses struggle around it. The elementary kids gets lost in the sticks that stick up and may get missed. It would be a mess in the winter as well, normal curbs are already not cleared by people on the corner, this would be worse with snow.	10/8/2021 9:32 AM
36	It impedes cars from seeing far enough down to know when it is safe for them to cross so they enter the crosswalk anyway blocking the path and making it harder as a pedestrian	10/8/2021 9:21 AM
37	I like how it makes the road more narrow for pedestrians and the fact the markers make people take 2nd looks before speeding through without paying close attention. The only thing I dislike is there is a lot "going on" so many reflectors that at times it's hard to see a small child walking or on a bike, but it does make you slow down in general to try and look closer.	10/7/2021 5:17 AM
38	I hope these kind of improvements continue around La Crescent. Thank you for doing this.	10/6/2021 10:19 AM
39	Vehicles did not slow down or stop for me waiting to walk	10/5/2021 2:37 PM
40	Flashing lights should be installed because people don't stop when we try to cross.	10/1/2021 9:14 PM
41	Makes no difference, just taking more taxpayer dollars, visibly unappealing	10/1/2021 9:06 PM
42	It is more of a nuisance than a help.	10/1/2021 5:22 PM
43	It's very distracting and actually harder to see people.	10/1/2021 12:33 PM
44	When a large truck had the stop sign and I had to turn right at that corner,he had to back up so I could make my turn When the snowplows go on Elm street,all that snow is going to go in that curb walk way and stay there. It will be a mess	10/1/2021 12:27 PM
45	Confusing. Snow removal will be difficult if made permanent. Waste of tax payer money	10/1/2021 10:10 AM
46	The painted crosswalks are very slippery, almost fell multiple times when they were wet and I was walking on designated path. I ended up choosing a different route when walking. Also it's excessive to have so many signs saying it's a cross walk. I like the different colors of the cross walk and bike path, helps draw attention since it's something different.	9/30/2021 10:41 PM
47	Seemed to distract in not a good way. Most people wondered what the heck it was and just drove thru it like normal. When school is in session they have the crossing guards and they are helpful. The bike path has been there for many years now and people who live in the area know about that.	9/30/2021 9:43 PM
48	I mainly drive in this area to drop my kids off at school and I have found that the structures make it more difficult to see kids crossing. Also, since there is so much traffic at the school during drop off times and the structures took away additional turn lanes, I worry that drivers will be in more of a hurry to get through the intersection and potentially miss seeing a child there.	9/30/2021 9:02 PM
49	Blokes and obstructs vision. Confusing. There is no way to maintain it when we have snow which is the majority of the school year.	9/30/2021 7:14 PM
50	It is so hard to turn off for of elm street, impossible if you are towing a trailer or are a fire truck. As a walker I felt like I was hard to see because so far back from traffic. Would rather have the flashing pedestrian lights like the ones by the pool.	9/30/2021 6:37 PM
51	put the flashing crosswalk up like by the pool and on south 3rd. these "trial" paint jobs and cluttered intersections are too busy, they detract, i've seen cars not know what to do through them, the biggest issue? they HIDE short/little kids instead of help and it's MORE dangerous! the signs near the ground and not on a post are a joke and they hide pedestrians/bikers. keep it simple and safe, don't confuse and complicate the intersections! the flashing lights are great! if you're worried about people passing on the right, jutt out the curbs since that seems to be the trend in La Crescent now (but those poor snowplowers!).	9/30/2021 5:19 PM
52	I think it's a distraction while driving. Too "busy".	9/30/2021 5:05 PM
53	I think that there are other projects that could be done over this that would have made a better impact for the community.	9/30/2021 5:03 PM
54	It limits visibility & is messy. Why not use the blinking crosswalk lights like in other parts of town? They are very effective.	9/30/2021 5:03 PM

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55	Painting on the roadway is fine to make out the area but DO NOT put " bump outs" in there!	9/30/2021 4:58 PM
56	This project is a distraction for drivers and I do not feel this will help with the safety of our students. There is TOO much for the eye to focus on for a driver, not to mention the snow plow. How would you clean this area with the 6 months of snow we receive in Minnesota. We would be better off using the lights by the pool or like the crossing on third street. Place the crossing lights in the middle of the streets between 6th and 4th to cross. Having one intersection for the student to cross is enough.	9/30/2021 9:43 AM
57	I prefer openi g up the area and using ped. Flashing lights for crosswalks that needed for school kids.	9/29/2021 7:05 PM
58	We do not need this in our city. This is more of a distraction for drivers and pedestrians. The best thing to have would be a set of lights by the pool. Not adding curb to bottle neck and make things more dangerous.	9/29/2021 7:05 PM
59	I don't like any of it. Your makeing it all conjested and harder to see whats going on. This is a stupid plan and wast of tax payer money. You should be ashamed.	9/29/2021 7:05 PM
60	It's distracting driving through this area. Too much going on. You can leave the signs and get rid of the stupid white poles. Hard to see if a small child is in the pole area.	9/17/2021 11:53 AM
61	Remove it. Talk to town o vote on such projects before spending money	9/11/2021 6:19 PM
62	Everything! It's intimidating and unsafe	9/8/2021 3:56 PM
63	It's a distraction when driving to see what's in the crosswalk. There's too much going on there. Those crosswalks could use a flashing light like the one by the pool for when pedestrians need to cross.	9/6/2021 11:17 AM
64	I feel the pedestrian crossing signs are a great idea. Blocking off the street in the white pools are awkward and my experiences people slow down or not depending on the driver it makes no difference. In addition I've lost all my parking and I have no reason to see that blocking the streets without being able to mower street clean helps pedestrians or bikers in any way I bike on these corners and walk daily. Again the signs perfect blocking off the road I see no purpose thank you	8/16/2021 7:45 AM
65	My wife and I both agree these crossings are horrible ugly unnecessary eyesores. Devalues the neighborhood. Whoever the hell came up with this incredibly stupid program should be fired..	8/9/2021 5:48 PM
66	It just seems like there's too much stuff going on.	8/1/2021 6:43 PM
67	This set up is right be the elementary school, and I feel like this is a very useful and important project. The kids are so young at the elementary, and this will make walking so much safer for them. I hope it stays	7/20/2021 5:30 PM
68	It looks too messy. Put up the pedestrian yield signs like on S. 3rd St.	7/15/2021 9:09 PM
69	I think flashing lights like by the swimming pool would be a better idea.	7/14/2021 10:22 PM
70	It limits visibility, which is dangerous. Why not put the button/flashing lights up at the few crosswalks? These seem to be effective & clear. Now kids don't know when to cross, hidden by the white poles & cars don't stop. Ineffective method but i certainly appreciate the need & effort. Needs work. This almost seems worse than before. Thank you,	7/14/2021 8:32 PM
71	I do NOT like the curb extensions - it is too narrow for 2 cars side by side or to turn safely onto Elm street.	7/14/2021 8:22 PM
72	Found it confusing and overwhelming. I did slow down I had no idea how it was supposed to work.	7/14/2021 8:12 PM
73	No way is this project going to work in the winter.	7/14/2021 7:35 PM
74	The demo is very distracting.	7/14/2021 7:34 PM
75	It is confusing to everyone. South 6th is a dead end street. It is hard enough to get out onto Elm. I have lived in my home for 23 years. More of a safety issue is the traffic on Elm street. Drivers do not slow down for kids or adults trying to cross the street	7/10/2021 1:36 PM
76	I'm not sure how it is supposed to work. What are the green lines for?	7/10/2021 10:01 AM

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77	These projects that push bikes out of the bike lane I to the car driving lanes are idiotic and unsafe. Cass St. In La Crosse is a disaster and the bump outs make it in possible to safely turn right without crossing the center line into oncoming traffic. Just paint the crosswalks better and put flashing lights and call it good. Anything else sucks for plows and reduces safety. This project should die as an idea and the only changes that should be made are crosswalk paint and or crosswalk lights.	7/6/2021 9:51 PM
78	This project presents a significant distraction while driving through the impacted areas of the street. The distraction makes me less attentive to pedestrians or bicyclists in these areas while I'm trying to watch traffic and figure out the purpose of the white poles, etc.	7/6/2021 9:49 PM
79	I do not like bump outs, I feel it impedes safe driving in the area due to narrower lanes. In the winter with snow on corners it also is bad for this area. It makes it unsafe for bicycles and cars to share the road. It is confusing what is going on at those corners with the temporary markings. I go by frequently and don't see much pedestrian traffic crossing for this to be necessary. During school when students are present, flashing signs may be helpful but no need for the extended sidewalk to get them across the street. If you want true safety, build an overhead bridge to walk across with no traffic conflicts.	7/6/2021 9:49 PM
80	I don't like how this demonstration project is set up. As a driver very disorienting. I know this will be a nuisance when the snow needs to be plowed in the winter. There are many streets that need to be fixed in the city of La Crescent before this "project" should be considered. You have already raised our taxes over school renovations that are a joke. Stop trying to a big city and keep our streets the way they are and fix the streets such as Spruce & Cedar streets that are literally falling apart. Oh, and maybe have the semis use the truck route instead of using Spruce Drive as a shortcut.	7/6/2021 9:47 PM
81	Need to think about winter and snow removal issues as well. At the end of the day anyone will cross the street at any Humber of locations. It's been done for decades safely. Better to put our tax dollars to use elsewhere.	7/5/2021 12:00 PM
82	I don't like that way it looks at the moment.	7/5/2021 8:38 AM
83	I'd like to see the electronic pedestrian crosswalks at those two areas instead. You wouldn't have to worry about the snow plow drivers also.	7/4/2021 9:43 PM
84	I was distracted by all of the visual chaos this project presents. I have driven through this section of Elm St multiple times and have yet to see a pedestrian. Honestly they could have been there but I did not see them! I did slow down because the driver in the other lane crowded center of street to avoid those obstacles which creates an unsafe driving situation.	7/4/2021 6:30 PM
85	Causes loss of street parking as negative	7/4/2021 10:06 AM
86	Too busy looking. Confusing. Eyesore	7/3/2021 3:04 PM
87	The idea is a good one and I agree that something should be done. However this particular application forces the driver to focus on road distractions and actually makes you less able to view pedestrians. Also the poles are about the height of a small child who would easily blend in making them less noticeable	7/2/2021 3:00 PM
88	I don't like the signage in the pedestrian area. The signage blocks children in the waiting area.	7/1/2021 11:46 PM
89	Too many distractions within the project. Pedestrians can be hard to see with all the objects in the road. How about crossing light like on Spruce & South 7th?	7/1/2021 7:49 PM
90	It is hazardous to those of us who live on S 6th to turn onto our street and again to try to get back onto Elm Street	7/1/2021 5:40 PM
91	Other cities, the permanent solution makes the roadway too narrow for traffic.	7/1/2021 4:36 PM
92	As a parent of a child whoused to attend the La Crescent Elementary School, I'm always very aware of pedestrians, especially near schools, and this project really doesn't change that. My fear with this new proposed project is that the problem drivers who currently do not use caution in school zones will not improve their behavior, and the extended curbs will make snow/ice removal a challenge and potentially cause hazardous driving conditions. I feel a flashing light and crosswalk similar to the one on south 7th and Spruce near the pool would be a better solution.	7/1/2021 2:53 PM
93	I liked the visibility of it. I've seen so many drivers go around a car that is waiting to turn left.	7/1/2021 1:42 PM

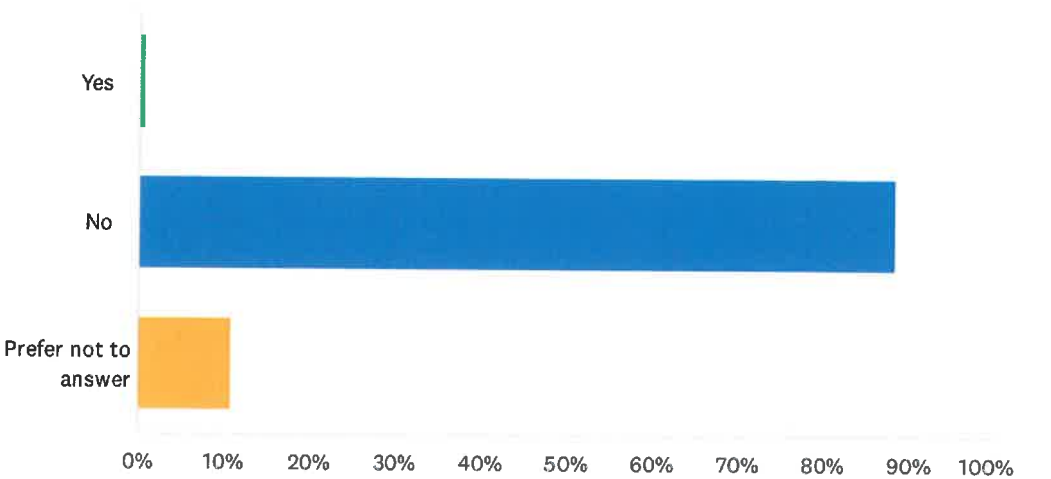
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Drivers who go around do not see if someone is walking or crossing the street. I also suggest having a bike rodeo to educate elementary kids about bike safety (they used to do this years ago). I see so many kids riding on the wrong side of the street and on the sidewalks.

94	I love this! My children do not live on a bus route and have to walk to the elementary school. With how people drive in the mornings rushing to work knowing these are here make me feel so much better with them walking alone.	7/1/2021 1:17 PM
95	I like that it creates more awareness of pedestrians. Concerned that drivers will accelerate after driving through barriers and create more near misses at the stop sign at 7th and Elm. That intersection needs to be patrolled and violators ticket for rolling through or not stopping and barely missing other cars or pedestrians. It's one of the most dangerous areas in town and the squealing/acceleration noise is horrible.	7/1/2021 12:04 PM
96	This project is extremely gaudy. Whoever came up with this project and whoever approved this project should be fired. Those intersections haven't had much problems. Why put more things up to distract drivers? Any type of bumpouts or hybrid bumpouts are terrible.	7/1/2021 10:59 AM
97	Unclear how blocking off parts of the street make things safer. I walk every day and everyone uses the sidewalks. This also takes away the bike lane making it more dangerous. Believe this would make it more difficult to maintain roads.	7/1/2021 10:24 AM
98	I regularly drive this route when school children are present. Many times I've witnessed dangerous crossings by kids. This is an incredible improvement and increases safety substantially. Must be made permanent. Thank you for the opportunity to comment.	7/1/2021 9:54 AM
99	Flashing lights	7/1/2021 9:39 AM
100	I hate that these intersections actually make it more difficult for cars to make turns in the areas	7/1/2021 8:31 AM
101	cross walk lights, way more logical	7/1/2021 7:52 AM
102	No!	7/1/2021 4:24 AM
103	I think it eliminates the gap between the cars and pedestrians. Kids step into the red area and now are way too close to traffic. I have concerns that the markings for the bike lane will be confused with a cross walk by children. I do feel the cones help slow traffic down. I do not want to see permanent bump out curbs like La Crosse has on Cass St. they are extremely unsafe for bikes and again put pedestrians too close to traffic.	7/1/2021 3:28 AM
104	La Crescent is trying to make themselves into a big city with all these changes. They aren't and they never will be. It's a small country town. The crosswalks are absolutely ridiculous. Just making the residents pay for more stuff that isn't needed. Why not fix the school administration first, that needs to be redone! Thank god I got out of that town when I did.	6/29/2021 9:35 AM
105	All you look at is the white pole.	6/29/2021 8:25 AM

Q9 Are you of Hispanic descent?

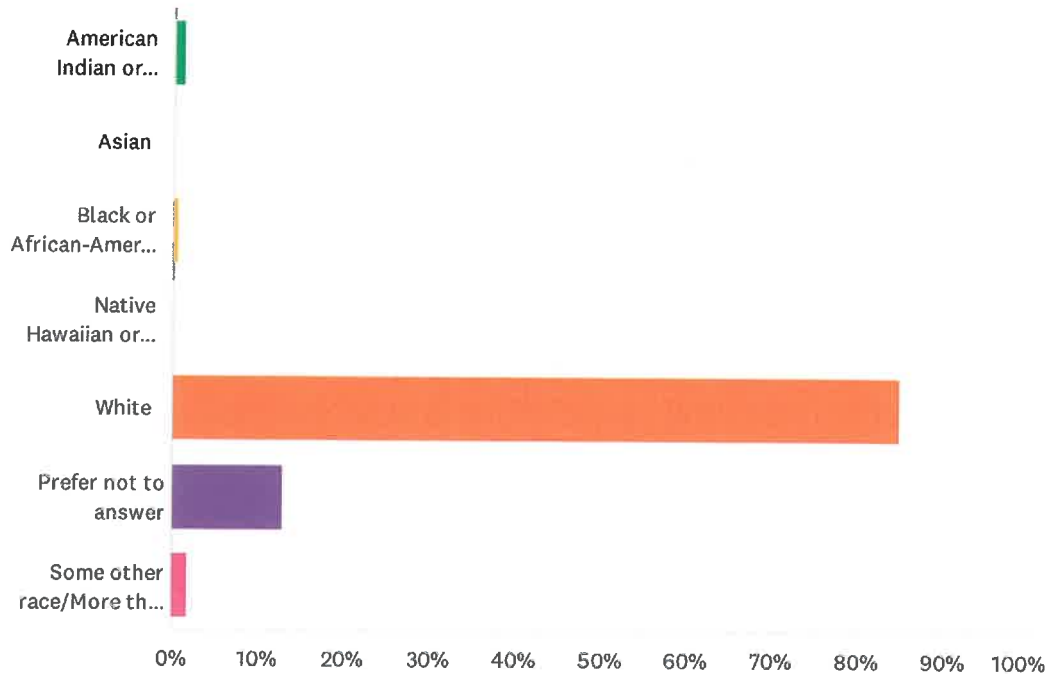
Answered: 155 Skipped: 25



ANSWER CHOICES	RESPONSES	
Yes	0.65%	1
No	88.39%	137
Prefer not to answer	10.97%	17
TOTAL		155

Q10 Which of the following best describes your racial background? (Check all that apply.)

Answered: 154 Skipped: 26



ANSWER CHOICES

RESPONSES

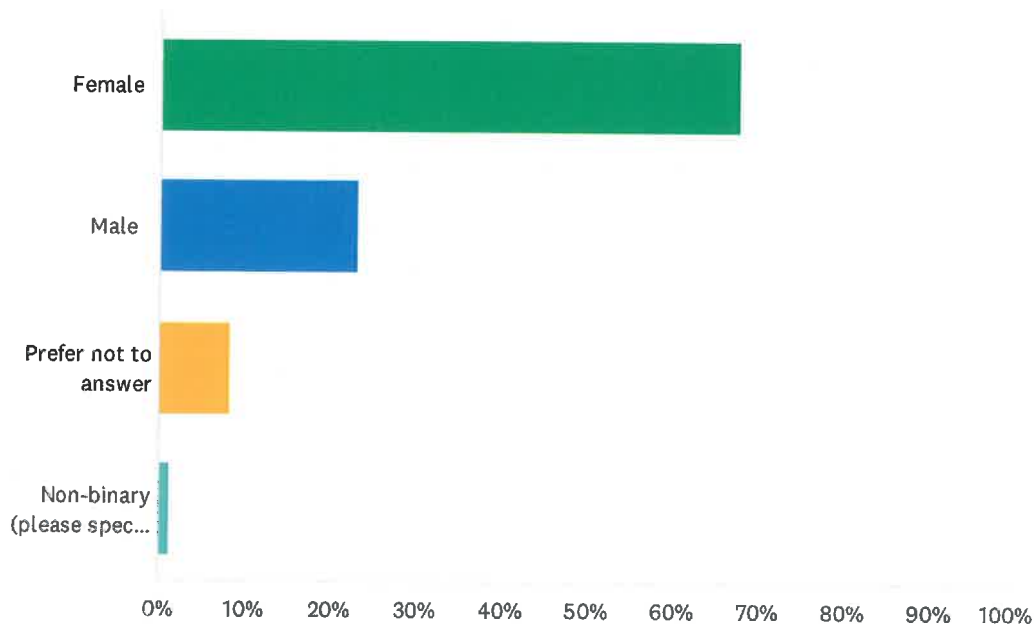
American Indian or Alaska Native	1.30%	2
Asian	0.00%	0
Black or African-American	0.65%	1
Native Hawaiian or other Pacific Islander	0.00%	0
White	85.06%	131
Prefer not to answer	12.99%	20
Some other race/More than one race	1.95%	3

Total Respondents: 154

#	SOME OTHER RACE/MORE THAN ONE RACE	DATE
1	Stupid monnof your business questions. What is wrong with your people?	8/9/2021 5:50 PM
2	Who gives a shit what race anyone is. This question is racist and has nothing to do with road safety.	7/6/2021 9:53 PM
3	What the hell does race have to do with a crosswalk?	7/1/2021 11:50 PM

Q11 Which of the following describes how you think of yourself? (Check all that apply.)

Answered: 155 Skipped: 25



ANSWER CHOICES

Female

Male

Prefer not to answer

Non-binary (please specify if you wish)

Total Respondents: 155

RESPONSES

67.74%

105

23.23%

36

8.39%

13

1.29%

2

NON-BINARY (PLEASE SPECIFY IF YOU WISH)

DATE

1 Again, stupid question

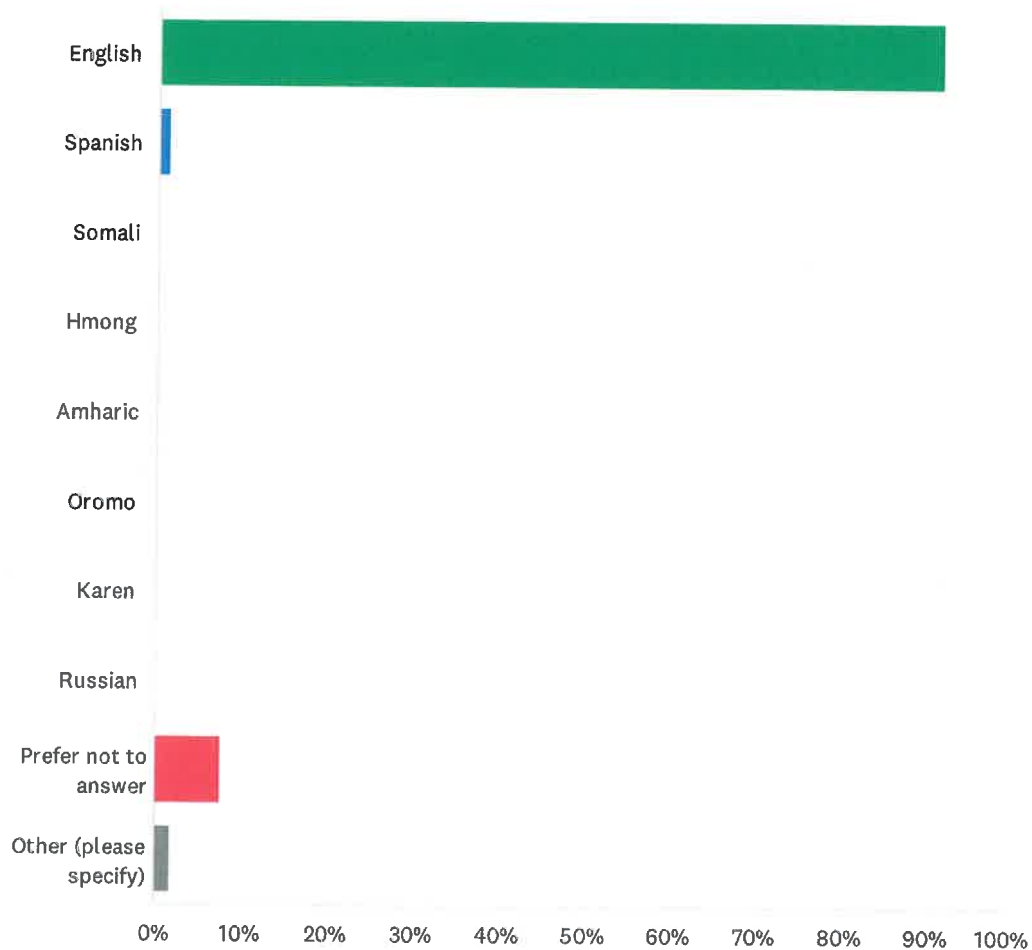
8/9/2021 5:50 PM

2 Why does gender matter to a crosswalk?

7/1/2021 11:50 PM

Q12 What is the primary language spoken in your home? (Check all that apply.)

Answered: 155 Skipped: 25



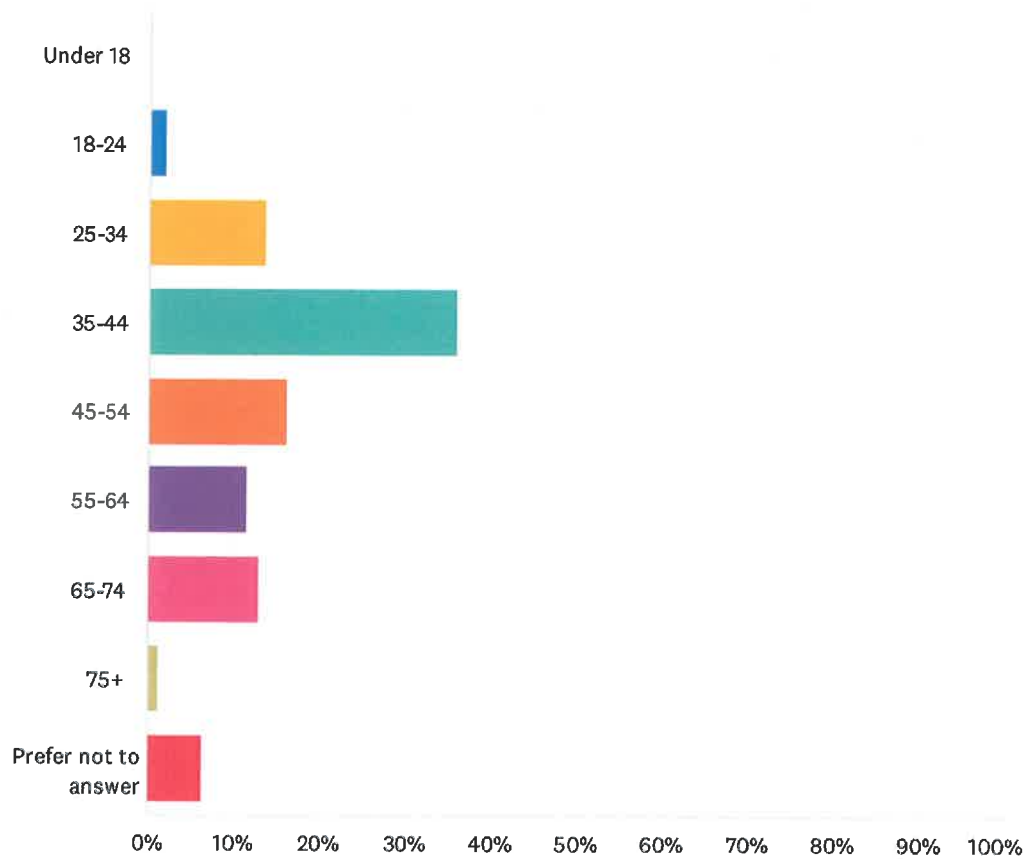
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ANSWER CHOICES	RESPONSES	
English	91.61%	142
Spanish	1.29%	2
Somali	0.00%	0
Hmong	0.00%	0
Amharic	0.00%	0
Oromo	0.00%	0
Karen	0.00%	0
Russian	0.00%	0
Prefer not to answer	7.74%	12
Other (please specify)	1.94%	3
Total Respondents: 155		

#	OTHER (PLEASE SPECIFY)	DATE
1	Stupid question	8/9/2021 5:50 PM
2	Also ridiculous.	7/6/2021 9:53 PM
3	I don't think language has anything to do with a crosswalk!	7/1/2021 11:50 PM

Q13 What is your age?

Answered: 155 Skipped: 25



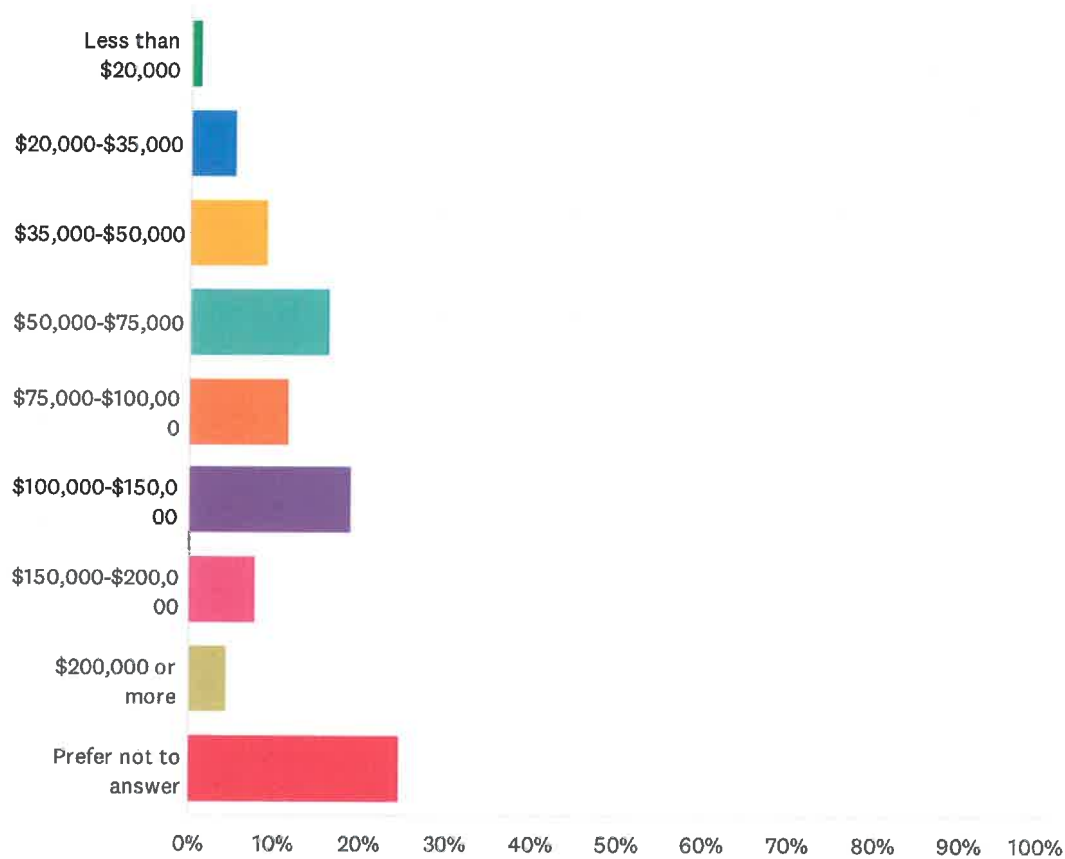
ANSWER CHOICES

RESPONSES

Under 18	0.00%	0
18-24	1.94%	3
25-34	13.55%	21
35-44	36.13%	56
45-54	16.13%	25
55-64	11.61%	18
65-74	12.90%	20
75+	1.29%	2
Prefer not to answer	6.45%	10
TOTAL		155

Q14 What is your annual household income?

Answered: 153 Skipped: 27



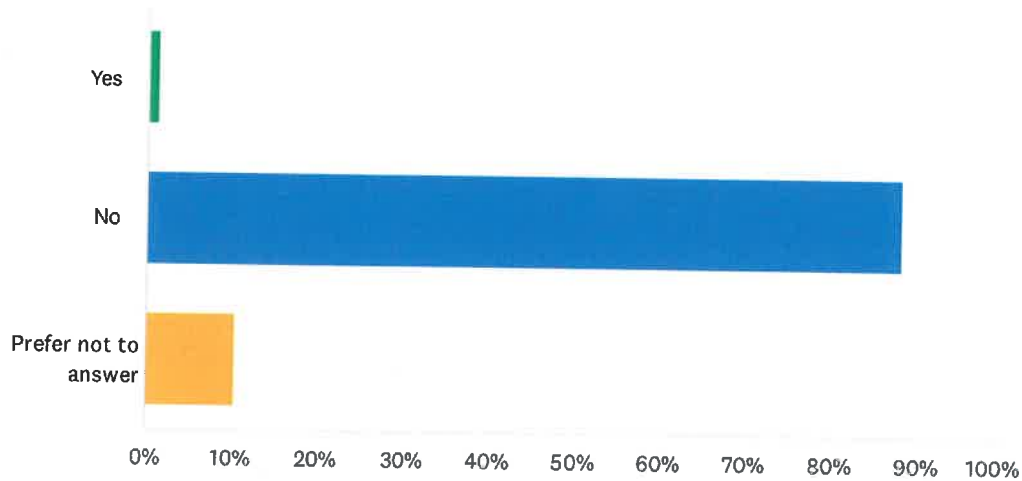
ANSWER CHOICES

RESPONSES

Less than \$20,000	1.31%	2
\$20,000-\$35,000	5.23%	8
\$35,000-\$50,000	9.15%	14
\$50,000-\$75,000	16.34%	25
\$75,000-\$100,000	11.76%	18
\$100,000-\$150,000	18.95%	29
\$150,000-\$200,000	7.84%	12
\$200,000 or more	4.58%	7
Prefer not to answer	24.84%	38
TOTAL		153

Q15 Do you have a long-lasting or chronic condition (physical, visual, auditory, cognitive or mental, emotional, or other) that substantially limits one or more of your major life activities (your ability to see, hear, or speak; to learn, remember, or concentrate)?

Answered: 154 Skipped: 26

**ANSWER CHOICES****RESPONSES**

Yes	1.30%	2
No	88.31%	136
Prefer not to answer	10.39%	16
TOTAL		154

Houston County Agenda Request Form

Date Submitted: October 20, 2021 Board Date: October 26, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The new highway facility is not equipped with oil dispensing and waste oil storage equipment. We would like to purchase the parts and equipment in use Highway Department labor to install.

Attachments/Documentation for the Board's Review:

Quote from Severson Oil

Justification:

Equipment is needed for efficient operation

Action Requested:

Approve quote

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>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.

SYSTEM	QUANTITY	PRODUCT	PART #	PRICE each	V	Sub-Total
	EACH					
DEF	1	DEF TOTE SYSTEM, AUTOMATIC	970027-06A	\$ 890.68	LD	\$ 890.68
DEF	1	330 TOTE WITH MICROMATIC VALVE		\$ 315.00		\$ 315.00
WASTE OIL	1	LOW PROFILE 25 GAL CART w drain fitting	42070	\$ 465.50	LD	\$ 465.50
OIL POLY TANKS	3- 120 gal 2- 70 gal	Tote A Lube 70 gallon, 120 gallon	Each	\$349		\$ 1,745.00
Oil Dispenser	2	21 gallon air operated, with meter and 3:1 Air pump	24135 RM	\$ 1,141.00	LD	\$ 2,282.00
	2	Air Regulator with water drain kit		\$ 65.00	AL	\$ 130.00
Oil Reels	2	5:1 Oil Stub Pump w/bung adaptor	21100T-S2	\$ 536.00	LD	\$ 1,072.00
	2	Hose Reel 1/2 X 75' large capacity	TIM-3208-75P	\$ 958.00	AL	\$ 1,916.00
	2	Pressure Relief valve kit	540025	\$ 73.08	LD	\$ 146.16
	1	Digital Pre-set meter control handle	TIM-901B-HF	\$ 459.80	AL	\$ 459.80
	1	Non-metered control handle	TIM-762	\$ 203.00	AL	\$ 203.00
Valve	5	1" Spring Valves brass each		\$120		\$ 600.00
	3	1" Ball valves, plastic, each		\$ 20.00		\$ 60.00
	4	1" Ball valves, brass, each		\$ 35.00		\$ 140.00
Misc		fittings, install kits, etc		\$500-1000		\$ 10,425.14
Labor per hour		SHANE WILL PROVIDE LABOR				

Houston County Agenda Request Form

Date Submitted: October 22, 2021 Board Date: October 26, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Mound Prairie Township has requested that Houston County plow Evans Hill Road and Tschumper Road for them this winter. An agreement has been prepared and will be used as a template and will be used when assisting townships.

Attachments/Documentation for the Board's Review:

Mound Prairie Township Agreement

Justification:

Written terms for assistance provided.

Action Requested:

Approve Agreement

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

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



COUNTY OF HOUSTON

Inter-Agency Professional/Technical Services Agreement Snow Removal and Signing Services Agreement

THIS CONTRACT, amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter HOUSTON), and Mound Prairie Township, acting through its Board of Supervisors, (hereinafter TOWNSHIP).

WHEREAS, HOUSTON pursuant to Minnesota Statutes Chapter 373, is empowered to make contracts in relation to concerns of the County, and

WHEREAS, TOWNSHIP pursuant to Minnesota Statutes Chapter 366, is empowered to procure professional and technical services, and

WHEREAS, TOWNSHIP is in need of snow removal and signing services on various township roadways.

NOW THEREFORE, it is agreed:

I. TERM OF CONTRACT

This CONTRACT shall be effective on October 1, 2021, or upon the date the final required signature is obtained by both parties, whichever occurs later, and shall remain in effect through May 1, 2030, unless cancelled pursuant to the provisions set forth in clause V. herein.

II. HOUSTON DUTIES

HOUSTON will deliver the requested services, in a timely manner, consistent with the requirements set forth in set forth in Houston's Scope of Work (Exhibit A).

III. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration. All services performed by HOUSTON pursuant to this CONTRACT shall be paid by TOWNSHIP as follows:

Compensation. TOWNSHIP agrees to pay HOUSTON on a time, equipment and materials basis.

- Labor: The Houston County labor rate will be determined by the most recent labor agreement in place with a 60% markup for fringe benefits.
- Equipment: The Houston County equipment rates will be determined and approved by the Houston County Board of Commissioners.
- Materials: Cost of materials, such as signs, posts, mixed sand and rock, will be invoiced at Houston County's actual cost of material plus a 15% markup.

B. Payments. HOUSTON will provide TOWNSHIP invoices reflecting the labor, equipment and materials used to perform services. Invoices shall be promptly paid within thirty (30) days of the HOUSTON's invoice.

IV. AUTHORIZED REPRESENTATIVES

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

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

Name: Brian Pogodzinski
County Engineer
Address: 1124 East Washington Street
Caledonia, MN 55921
Telephone: O: (507) 725-3925
E-Mail: brian.pogodzinski@co.houston.mn.us

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

Name: Dan Fuchsel, Supervisor Chair
Address: 7474 County Hwy 25
La Crescent, MN 55947
Telephone: (507) 895-8931
E-Mail: mptclerk@gmail.com

V. CANCELLATION AND TERMINATION

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

VI. ASSIGNMENT

Neither HOUSTON nor TOWNSHIP shall assign or transfer any rights or obligations under this CONTRACT without the prior written consent of the other party.

VII. LIABILITY

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

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

VIII. INSURANCE REQUIREMENTS

HOUSTON and TOWNSHIP are subject to the same liability caps set forth in Minn. Stat. §466. Therefore, the parties agree to maintain General Liability, Commercial Auto, Professional liability, and Workers' Compensation coverage at the recommended levels set by the Minnesota Counties Intergovernmental Trust (MCIT) throughout the term of this agreement for HOUSTON and the . HOUSTON and TOWNSHIP agree that at all times during the term of this CONTRACT to maintain:

- Comprehensive General Liability - \$1.5 million minimum per occurrence
- Auto Liability: \$1.5 million combined single limit
- Workers Compensation as required by Minnesota Statutes

Each party agrees to immediately notify the other party should it cease to maintain the listed coverage through MCIT, the Minnesota Association of Townships Insurance Trust (MATIT) or other commercial insurance carrier.

IX. GOVERNMENT DATA PRACTICES

The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either TOWNSHIP or HOUSTON. Further, the parties will notify the other party within two business days of any request it receives to release data as a result of this CONTRACT.

X. AMENDMENTS

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

XI. JURISDICTION/VENUE

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

XII. SURVIVAL OF TERMS

The following clauses survive the expiration, cancellation or termination of this CONTRACT: VII, Liability; VIII, Insurance; IX, Government Data Practices; and XI, Jurisdiction/Venue.

XIII. ENTIRE CONTRACT

This CONTRACT constitutes the entire agreement between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understanding, whether oral or written, between the parties.

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

APPROVED:

HOUSTON COUNTY

By: (authorized signatory)

Name: Brian Pogodzinski

Title: County Engineer

Date:

APPROVED:

MOUND PRAIRIE TOWNSHIP

By: (authorized signatory)



Name: Dan Fuchsel

Title: Supervisor Chair

Date: 10-21-21

HOUSTON COUNTY

By: (authorized signatory)

Name: Robert Burns

Title: Houston County Board Chair

Date:

EXHIBIT A

SCOPE OF WORK

Snow Removal

HOUSTON will remove snow and apply sand, salt, or rock to Evans Hill Road and Tschumper Road throughout the winter season. Snow removal services schedule will be determined by road conditions and HOUSTON staff availability. Material application rate will be determined by HOUSTON, based on road conditions and prior guidance provided by the TOWNSHIP.

Signing Services

HOUSTON will perform annual inspection and maintenance of TOWNSHIP signage as mutually agreed upon. New sign installation will be performed by HOUSTON at the request of the TOWNSHIP. Schedule of services to be performed will be based on Federal and State signing requirements and HOUSTON staff availability.

Houston County Agenda Request Form

Date Submitted: October 19, 2021

Board Date: October 26, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Project # CP 2021-06 Seal Coating with Scott Construction inc who provided seal coat on CSAH 24 and CSAH 25 in Houston County 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 21-51 Final Acceptance of Contract #316 – Scott Construction Inc completes CP 2021-06 Seal Coating for a total cost of \$317,895.66.

WHEREAS, Contract No. 316 has in all things been completed, and the County Board being fully advised in the premises; and

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

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

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

RESOLUTION NO. 21-51

**FINAL ACCEPTANCE FOR CP 2021-06 SEALCOATIN
CONTRACT # 316 – SCOTT CONSTRUCTION INC.**

October 26, 2021

WHEREAS, Contract No. 316 has in all things been completed, and the County Board
being fully advised in the premises,

NOW, THEN BE IT RESOLVED, That we do hereby accept said completed project for
and in behalf of the County of Houston and authorize final payment as specified herein.

*******CERTIFICATION*******

**STATE OF MINNESOTA
COUNTY OF HOUSTON**

I, Donna Trehus, County Auditor/Treasurer do certify that the above is a true and correct
copy of a resolution adopted by the Houston County Board of Commissioners at the session
dated October 26, 2021.

WITNESS my hand and the seal of my office this 26th day of October 2021.

Signed by _____

Houston County Auditor - Treasurer

Houston County Highway Department

1124 E Washington St, Caledonia, MN 55921
CP 2021-06 Seal Coat
Final Payment No. 2

Contractor: Scott Construction, Inc.
PO Box 340
Lake Delton, WI 53940

Contract No. 316
Vendor Number: 6131
Up To Date: 9/10/2021
Warrant # _____ **Date** _____

Contract Amount

Original Contract	\$233,083.36
Contract Changes	\$0.00
Revised Contract	\$233,083.36

Work Certified To Date

Base Bid Items	\$317,895.66
Contract Changes	\$
Material On Hand	\$0.00
Total	\$317,895.66

Funds Encumbered

Original	\$233,083.36
Additional	N/A
Total	\$233,083.36

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	\$317,895.66	\$0.00	\$302,000.88	\$15,894.78	\$317,895.66
Percent: Retained: 0%			Percent Complete: 136.39%		
Amount Paid This Partial Payment				\$15,894.78	

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

County Engineer

Date 10/22/21

Approved By Scott Construction, Inc.

Contractor

Date 10/19/21

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

Contract Number: 316
Contractor: Scott Construction, Inc.
Date Certified: 9/10/2021
Payment Number: 2

Whereas; Contract No.316 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 2021-06 Seal Coat
Final Payment No. 2

Contract Total	\$317,895.66
-----------------------	---------------------

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

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 2021-06 Seal Coat	1	2356.504 BITUMINOUS SEAL COAT (S Y)	\$0.48	184,839.00	0.00	\$0.00	239,853.00	\$115,129.44
CP 2021-06 Seal Coat	2	2355.506 BITUMINOUS MATERIAL FOR FOG SEAL (GAL)	\$1.72	14,787.00	0.00	\$0.00	25,645.00	\$44,109.40
CP 2021-06 Seal Coat	3	2356.506 BITUMINOUS MATERIAL FOR SEAL COAT (GAL)	\$1.99	52,532.00	0.00	\$0.00	69,228.00	\$137,763.72
CP 2021-06 Seal Coat	4	2582.503 6" SOLID LINE WHITE- PAINT (LIN FT)	\$0.09	90,134.00	0.00	\$0.00	123,763.01	\$11,509.96
CP 2021-06 Seal Coat	5	2582.503 4" SOLID LINE YELLOW - PAINT (LIN FT)	\$0.07	9,696.00	0.00	\$0.00	10,965.07	\$800.45
CP 2021-06 Seal Coat	6	2582.503 4" BROKEN LINE YELLOW - PAINT (LIN FT)	\$0.07	1,980.00	0.00	\$0.00	2,565.07	\$187.25
CP 2021-06 Seal Coat	7	2582.503 4" DOUBLE SOLID LINE YELLOW - PAINT (LIN FT)	\$0.15	35,298.00	0.00	\$0.00	57,503.01	\$8,395.44
Totals:						\$0.00		\$317,895.66



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-128-127-648
Submitted Date and Time:	19-Oct-2021 10:36:35 AM
Legal Name:	SCOTT CONSTRUCTION INC
Federal Employer ID:	39-0979191
User Who Submitted:	3444712
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1609895936
Minnesota ID:	3444712
Project Owner:	HOUSTON COUNTY HIGHWAY DEPT
Project Number:	CP 2021-06
Project Begin Date:	19-Jul-2021
Project End Date:	06-Aug-2021
Project Location:	HOUSTON COUNTY, MN
Project Amount:	\$317,895.66

Subcontractor Summary

Name	ID	Affidavit Number
AAA STRIPING SERVICE CO	6290097	681906176
ALL STATE TRAFFIC CONTROL, INC.	4300984	529600512

Important Messages

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

Contact Us

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

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



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-178-724-000
Submitted Date and Time:	17-Oct-2021 2:58:24 PM
Legal Name:	ALL STATE TRAFFIC CONTROL, INC.
Federal Employer ID:	47-5418502
User Who Submitted:	ASTCMN16
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	529600512
Minnesota ID:	4300984
Project Owner:	HOUSTON COUNTY
Project Number:	CP 2021-06
Project Begin Date:	15-Jul-2021
Project End Date:	17-Aug-2021
Project Location:	HOUSTON CO CR 24 & 25
Project Amount:	\$7,500.00
Subcontractors:	No Subcontractors

Important Messages

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

Contact Us

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

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



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-Oct-2021 1:27:20 PM
Confirmation Number: 1-743-645-856
Name: AAA STRIPING SERVICE CO
ID: 6290097
Affidavit Number: 681906176
Project Owner: HOUSTON COUNTY
Project Number: CP 2021-06
Project Begin Date: 8/6/2021
Project End Date: 8/6/2021
Project Location: VARIOUS ROADS HOUSTON COUNTY
Project Amount: \$19,427.01
Subcontractors: No Subcontractors

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

A handwritten signature in black ink, consisting of a stylized, elongated loop.

Houston County Agenda Request Form

Date Submitted: October 8, 2021 Board Date: October 12, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Attached are five (5) change order requests.
Change Order Request #25 to redirect the water piping and electrical connections.
Change Order Request #26 to credit for unused signage allowance.
Change Order Request #27 to add door lites.
Change Order Request #28 to add 3/4 ton split system AC unit in the soils lab.
Change Order Request #29 this one has been deleted.
Change Order Request #30 to split the cost of raising the wash bay lights with HSR.

Attachments/Documentation for the Board's Review:

Change Order Requests #25 - #30 for the Highway Facility project are attached.
The Contingency Summary amount is also attached.

Justification:

Action Requested:

Approve Change Order Requests #25, #26, #27, #28, and #30.

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.



CHANGE ORDER REQUEST #25

Project Name: Houston County Hwy Department

Job # 220193

Date: 10/22/2021

DESCRIPTION OF WORK TO BE DONE:

Redirect water piping and electrical connections to serve the pressure in its new location at the south west corner of Parking Garage #132 and extend a 2" supply to the wash bay for a fire hose connection.

	Sub Quote	Labor Total	Tax Exempt Material Total	Mat/Equip Total	Total Cost
Plumbing	\$5,524.56				\$5,524.56
Bollard		\$410.00	\$657.00	\$75.00	\$1,142.00
Subtotal	\$5,524.56	\$410.00	\$657.00	\$75.00	
Subtotal					\$6,666.56
Contractor's Fee					\$666.66
Total for Change Order					\$7,333.22

Approval: _____

Date: _____



CHANGE ORDER REQUEST #26

Project Name: Houston County Hwy Department

Job # 220193

Date: 10/22/2021

DESCRIPTION OF WORK TO BE DONE:

Credit unused signage allowance.

Original Allowance: \$15,000

ADA Restroom Signs: \$202.50

Parking Signage: \$676.92

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Signage Credit				-\$14,120.58	-\$14,120.58
Subtotal	\$0.00	\$0.00	\$0.00	-\$14,120.58	
				Total Credit:	-\$14,120.58

Approval: _____

Date: _____



CHANGE ORDER REQUEST #27

Project Name: Houston County Hwy Department

Job # 220193

Date: 10/22/2021

DESCRIPTION OF WORK TO BE DONE:

Provide and install 8"x32" narrow lites in five (5) doors and add weather stirp to two (2) doors.

	Sub Quote	Labor Total	Tax Exempt Material Total	Mat/Equip Total	Total Cost
Door Lites	\$475.00	\$857.50	\$1,406.00	\$50.00	\$2,788.50
Subtotal	\$475.00	\$857.50	\$1,406.00	\$50.00	
Subtotal					\$2,788.50
Contractor's Fee					\$278.85
Total for Change Order					\$3,067.35

Approval: _____

Date: _____



CHANGE ORDER REQUEST #28

Project Name: Houston County Hwy Department

Job # 220193

Date: 10/22/2021

DESCRIPTION OF WORK TO BE DONE:

Add a 3/4 ton split system AC unit in the soils lab.

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Winona Controls	\$5,052.50				\$5,052.50
Subtotal	\$5,052.50	\$0.00	\$0.00	\$0.00	
Subtotal					\$5,052.50
Contractor's Fee					\$505.25
Total for Change Order					\$5,557.75

Approval: _____

Date: _____



CHANGE ORDER REQUEST #30

Project Name: Houston County Hwy Department

Job # 220193

Date: 10/22/2021

DESCRIPTION OF WORK TO BE DONE:

Split the cost of raising the wash bay lights with HSR.

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Split Cost	\$642.00				\$642.00
Subtotal	\$642.00	\$0.00	\$0.00	\$0.00	
Subtotal					\$642.00
Contractor's Fee					\$64.20
Total for Change Order					\$706.20

Approval: _____

Date: _____

CONTINGENCY SUMMARY

Project Name: Houston County Highway Department Facility
Date: October 22, 2021

	Original Contingency	\$ 305,145.00
Approved Change Orders		
COR #1 - Storm Sewer Pipe Repair	\$	(18,795.92)
COR #2 - Light Curtain	\$	(2,205.50)
COR #3 - Colored Roof	\$	(22,240.90)
COR #4 - Construction Bulletin #1	\$	(33,008.11)
COR #5 - Shed	\$	(4,174.50)
COR #6 - Construction Bulletin #2	\$	(5,465.90)
COR #7 - Construction Bulletin #3	\$	8,279.03
COR #9 - Water Resistant EMG/OHD	\$	(2,741.73)
COR #10 - Electrical Transformer Vault	\$	(1,727.00)
COR #11 - CT Cabinet & Clean Agent System	\$	(27,219.50)
COR #12 - Shed Refund	\$	3,924.50
COR #13 - Pressure Washer	\$	(9,908.17)
COR #14 - Fabric Structure Lighting	\$	(5,604.50)
COR #15 - CMU Wall	\$	(4,117.30)
COR #16 - Fabric Structure Credit	\$	10,124.84
COR #17 - Gate Power to 2 Gates & Spare for Data	\$	(6,825.50)
COR #18 - Window Blinds Allowance	\$	1,483.33
COR #19 - Added Data & Power - Office Area	\$	(4,317.50)
COR #20 - Add outlets in IT room	\$	(1,166.00)
COR #21 - MUA support beams	\$	(5,459.00)
COR #22 - Sign Shop Ceiling	\$	(2,630.10)
COR #23 - Alternate Hold Open #127 & 128	\$	(3,598.10)
COR #24 - Added PCP at fuel island	\$	(20,282.89)
Current Contingency Balance		\$ 147,468.58

Submitted for Approval/Open Items

RA Smith Engineering	\$	(1,200.00)
PEMB Insulation	\$	(7,668.13)
Fraser Surcharge Pile	\$	(64,385.91)
COR #25 - Pressure Washer Location/Fire Hose	\$	(7,333.22)
COR #26 - Sign Credit	\$	14,120.58
COR #27 - Door Lites	\$	(3,067.35)
COR #28 - Soils Lab AC	\$	(5,557.75)
COR #29 - Mechanical Room Exhaust	\$	(7,781.40)
COR #30 - Wash Bay Lights Height Change	\$	(706.20)

Estimated Contingency Balance \$ ~~63,889.20~~

\$ 71,670.60

Houston County Agenda Request Form

Date Submitted: October 8, 2021 **Board Date:** October 12, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Attached are five (5) change order requests.

Change Order Request #25 to redirect the water piping and electrical connections.

Change Order Request #26 to credit for unused signage allowance.

Change Order Request #27 to add door lites.

Change Order Request #28 to add 3/4 ton split system AC unit in the soils lab.

Change Order Request #29 this one has been deleted.

Change Order Request #30 to split the cost of raising the wash bay lights with HSR.

Attachments/Documentation for the Board's Review:

Change Order Requests #25 - #30 for the Highway Facility project are attached.

The Contingency Summary amount is also attached.

Justification:

Action Requested:

Approve Change Order Requests #25, #26, #27, #28, and #30.

For County Use Only			
<u>Reviewed by:</u>	<div style="display: flex; justify-content: space-between;"> <div>_____ County Auditor</div> <div>_____ County Attorney</div> <div>_____ Zoning Administrator</div> </div> <div style="display: flex; justify-content: space-between;"> <div>_____ Finance Director</div> <div>_____ County Engineer</div> <div>_____ Environmental Services</div> </div> <div style="display: flex; justify-content: space-between;"> <div>_____ IS Director</div> <div>_____ Other (indicate dept) _____</div> </div>		
<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 #25

Project Name: Houston County Hwy Department

Job # 220193

Date: 10/22/2021

DESCRIPTION OF WORK TO BE DONE:

Redirect water piping and electrical connections to serve the pressure in its new location at the south west corner of Parking Garage #132 and extend a 2" supply to the wash bay for a fire hose connection.

	Sub Quote	Labor Total	Tax Exempt Material Total	Mat/Equip Total	Total Cost
Plumbing	\$5,524.56				\$5,524.56
Bollard		\$410.00	\$657.00	\$75.00	\$1,142.00
Subtotal	\$5,524.56	\$410.00	\$657.00	\$75.00	
Subtotal					\$6,666.56
Contractor's Fee					\$666.66
Total for Change Order					\$7,333.22

Approval: _____

Date: _____



CHANGE ORDER REQUEST #26

Project Name: Houston County Hwy Department

Job # 220193

Date: 10/22/2021

DESCRIPTION OF WORK TO BE DONE:

Credit unused signage allowance.

Original Allowance: \$15,000

ADA Restroom Signs: \$202.50

Parking Signage: \$676.92

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Signage Credit				-\$14,120.58	-\$14,120.58
Subtotal	\$0.00	\$0.00	\$0.00	-\$14,120.58	
				Total Credit:	-\$14,120.58

Approval: _____

Date: _____



CHANGE ORDER REQUEST #27

Project Name: Houston County Hwy Department

Job # 220193

Date: 10/22/2021

DESCRIPTION OF WORK TO BE DONE:

Provide and install 8"x32" narrow lites in five (5) doors and add weather strip to two (2) doors.

	Sub Quote	Labor Total	Tax Exempt Material Total	Mat/Equip Total	Total Cost
Door Lites	\$475.00	\$857.50	\$1,406.00	\$50.00	\$2,788.50
Subtotal	\$475.00	\$857.50	\$1,406.00	\$50.00	
Subtotal					\$2,788.50
Contractor's Fee					\$278.85
Total for Change Order					\$3,067.35

Approval: _____

Date: _____



CHANGE ORDER REQUEST #28

Project Name: Houston County Hwy Department

Job # 220193

Date: 10/22/2021

DESCRIPTION OF WORK TO BE DONE:

Add a 3/4 ton split system AC unit in the soils lab.

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Winona Controls	\$5,052.50				\$5,052.50
Subtotal	\$5,052.50	\$0.00	\$0.00	\$0.00	
Subtotal					\$5,052.50
Contractor's Fee					\$505.25
Total for Change Order					\$5,557.75

Approval: _____

Date: _____



CHANGE ORDER REQUEST #30

Project Name: Houston County Hwy Department

Job # 220193

Date: 10/22/2021

DESCRIPTION OF WORK TO BE DONE:

Split the cost of raising the wash bay lights with HSR.

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Split Cost	\$642.00				\$642.00
Subtotal	\$642.00	\$0.00	\$0.00	\$0.00	
Subtotal					\$642.00
Contractor's Fee					\$64.20
Total for Change Order					\$706.20

Approval: _____

Date: _____

CONTINGENCY SUMMARY

Project Name: Houston County Highway Department Facility
Date: October 22, 2021

	Original Contingency	\$	305,145.00
Approved Change Orders			
COR #1 - Storm Sewer Pipe Repair	\$	(18,795.92)	
COR #2 - Light Curtain	\$	(2,205.50)	
COR #3 - Colored Roof	\$	(22,240.90)	
COR #4 - Construction Bulletin #1	\$	(33,008.11)	
COR #5 - Shed	\$	(4,174.50)	
COR #6 - Construction Bulletin #2	\$	(5,465.90)	
COR #7 - Construction Bulletin #3	\$	8,279.03	
COR #9 - Water Resistant EMG/OHD	\$	(2,741.73)	
COR #10 - Electrical Transformer Vault	\$	(1,727.00)	
COR #11 - CT Cabinet & Clean Agent System	\$	(27,219.50)	
COR #12 - Shed Refund	\$	3,924.50	
COR #13 - Pressure Washer	\$	(9,908.17)	
COR #14 - Fabric Structure Lighting	\$	(5,604.50)	
COR #15 - CMU Wall	\$	(4,117.30)	
COR #16 - Fabric Structure Credit	\$	10,124.84	
COR #17 - Gate Power to 2 Gates & Spare for Data	\$	(6,825.50)	
COR #18 - Window Blinds Allowance	\$	1,483.33	
COR #19 - Added Data & Power - Office Area	\$	(4,317.50)	
COR #20 - Add outlets in IT room	\$	(1,166.00)	
COR #21 - MUA support beams	\$	(5,459.00)	
COR #22 - Sign Shop Ceiling	\$	(2,630.10)	
COR #23 - Alternate Hold Open #127 & 128	\$	(3,598.10)	
COR #24 - Added PCP at fuel island	\$	(20,282.89)	
Current Contingency Balance			\$ 147,468.58

Submitted for Approval/Open Items

RA Smith Engineering	\$	(1,200.00)
PEMB Insulation	\$	(7,668.13)
Fraser Surcharge Pile	\$	(64,385.91)
COR #25 - Pressure Washer Location/Fire Hose	\$	(7,333.22)
COR #26 - Sign Credit	\$	14,120.58
COR #27 - Door Lites	\$	(3,067.35)
COR #28 - Soils Lab AC	\$	(5,557.75)
COR #29 - Mechanical Room Exhaust	\$	(7,781.40)
COR #30 - Wash Bay Lights Height Change	\$	(706.20)

Estimated Contingency Balance \$ ~~63,889.20~~

\$ 71,670.60

Houston County Agenda Request Form

Date Submitted: October 22, 2021 Board Date: October 26, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The Red Baron Flyers have requested to place a 4" concrete floor in Hanger #3. The airport land lease requires written approval by the County for any improvements within hangers.

Attachments/Documentation for the Board's Review:

None

Justification:

A concrete floor is more desirable than a gravel floor.

Action Requested:

Approval for the Red Baron Flyers to install concrete floor within Hanger #3, at their expense.

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>

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
AGENDA REQUEST FORM
October 26, 2021**

Date Submitted: 10/22/2021

By: Carol Lapham, Finance Director

CONSENT AGENDA REQUEST

APPOINTMENT REQUEST

ACTION REQUEST

Requesting a transfer of funds from the Highway fund to the Capital Projects fund. The minimum transfer needed as of 10/2021 is 1,050,000. Contracts payable for construction amount to 1,889,000. It is at the Board's discretion to transfer just the amount needed or to transfer the entire 2,939,000.

<u>Reviewed by:</u>	<input 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 type="checkbox"/> PHHS	
	<input type="checkbox"/> County Attorney	<input type="checkbox"/> (indicate other dept)	
	<input type="checkbox"/> Environmental Svcs		
<u>Recommendation:</u>			
<u>Decision:</u>			

CAROLL

10/22/21 7:26AM

37 Capital Projects Fund

TRIAL BALANCE REPORT

As of 10/2021

Report Basis: Cash

Account	<u>Beginning</u> <u>Balance</u>	<u>Actual</u> <u>This-</u> <u>Month</u>	<u>Actual</u> <u>Year-To-Date</u>	<u>Current</u> <u>Balance</u>
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809 CAPITAL PROJECT-HIGHWAY FACILITY

-----Assets-----

1001 CASH

Total Assets

-----Liabilities and Balance-----

Liabilities

Total Liabilities

Fund Balance

2881 FUND BALANCE (UNRESERVED/UNDESIGN)

2885 Revenue Control

2887 Expenditure Control

Total Fund Balance

Total Liabilities and Balance

37 Capital Projects Fund

183,127.34	738,677.82-	1,223,265.73-	1,040,138.39-
183,127.34	738,677.82-	1,223,265.73-	1,040,138.39-
0.00	0.00	0.00	0.00
183,127.34-	0.00	0.00	183,127.34-
0.00	0.00	3,503,605.42-	3,503,605.42-
0.00	738,677.82	4,726,871.15	4,726,871.15
183,127.34-	738,677.82	1,223,265.73	1,040,138.39
183,127.34-	738,677.82	1,223,265.73	1,040,138.39
0.00	0.00	0.00	0.00