

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: March 8, 2022

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns (joined at 9:08 a.m. attended remotely), Teresa Walter, and Greg Myhre

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, IT Director Andrew Milde, Human Resources Director Theresa Arrick-Kruger, Zoning Administrator Amelia Meiners, Environmental Services Director Martin Herrick, Assessor Lucas Onstad, Appraiser Kelly Petersen, Extension Educator Katie Drewitz, Michael Kruckow, Lisa Doolittle, Steven Doolittle, Carol Sweeney, and Max Forrester

Presiding: Chairperson Myhre

Call to order.

Pledge of Allegiance.

Prior to approving the agenda Board Clerk Wagner said that one item had been added to the consent agenda: Consider the hire of Michael Johnson, as probationary Jailer/Dispatcher, B-23, Step 1 effective March 23, 2022. Motion was made by Commissioner Walter, seconded by Commissioner Severson, motion unanimously carried to approve the agenda with the addition.

Motion was made by Commissioner Johnson, seconded by Commissioner Severson motion unanimously carried to approve the meeting minutes from March 1, 2022.

Public Comment: No public comments were made.

APPOINTMENTS

Extension Educator, Katie Drewitz who had recently been hired to serve Houston and Fillmore County introduced herself to the Board of Commissioners. Drewitz said she had grown up on a six-generation farm in Fillmore County and had a degree in Agricultural Education from the University of Minnesota. She said she had also worked with animal pharmaceuticals and as a technical instructor for John Deere. In addition, she had worked as an Extension Educator in

Morrison County, Minnesota. Commissioners welcomed Drewitz and said they were excited to work with her in Houston County.

CONSENT AGENDA

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

ACTION ITEMS

- 1) Adopt Resolution No. 22-18 Account Powers Granted Merchants Bank – Hokah Drop Site Alum Purchase. See Resolution below.

RESOLUTION NO. 22-18

ACCOUNT POWERS GRANTED MERCHANTS BANK – HOKAH DROP SITE ALUM PURCHASE

March 8, 2022

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Auditor/Treasurer Trehus the authority to open any deposit or share accounts in the name of Houston County and further authorizes Auditor/Treasurer Trehus and Drop Site Supervisor Aaron Buck and Environmental Services Director Martin Herrick to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the requirement of one signature with this Financial institution.

- 2) Adopt Resolution No. 22-19 Account Powers Granted Merchants Bank – La Crescent Dumpsite Alum Purchase. See Resolution below.

RESOLUTION NO. 22-19

ACCOUNT POWERS GRANTED MERCHANTS BANK – LA CRESCENT DUMPSITE ALUM PURCHASE

March 8, 2022

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Auditor/Treasurer Trehus the authority to open any deposit or share accounts in the name of Houston County and further authorizes Auditor/Treasurer Trehus and Dropsite Supervisor Kirby Rahn, Deputy Auditor/Treasurer Julie Schleich and Environmental Services Director Martin

Herrick to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the requirement of one signature with this Financial institution.

- 3) Adopt Resolution No. 22-20 and Resolution No. 22-21 amended resolutions with additional signers added for the Caledonia Supervised Dumpsite and Spring Grove Aluminum Purchase Account. See Resolutions below.

RESOLUTION NO. 22-20

AMENDED

**ACCOUNT POWERS GRANTED
MERCHANTS BANK – CALEDONIA SUPERVISED DUMPSITE**

March 8, 2022

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Auditor/Treasurer Trehus the authority to open any deposit or share accounts in the name of Houston County and further authorizes Auditor/Treasurer Trehus and Recycling Center Leads: Danny O'Heron and Mark Tewes, Drop Site Supervisor Christopher Graw; Deputy Auditor/Treasurer Julie Schleich and Environmental Services Director Martin Herrick to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the requirement of one signature with this Financial institution.

RESOLUTION NO. 22-21

AMENDED

**ACCOUNT POWERS GRANTED
MERCHANTS BANK – SPRING GROVE ALUM PURCHASE ACCOUNT**

March 8, 2022

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Auditor/Treasurer Trehus the authority to open any deposit or share accounts in the name of Houston County and further authorizes Auditor/Treasurer Trehus and Recycling Center Leads: Danny O'Heron and Mark Tewes and Drop Site Supervisors: Aaron Buck, Ardell Olafson, David Benson and Environmental Services Director Martin Herrick to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the requirement of one signature with this Financial institution.

- 4) Consider the hire of Michael Johnson, as probationary Jailer/Dispatcher, B-23, Step 1 effective March 23, 2022.

File No. 1 –Commissioner Severson moved, Commissioner Johnson seconded, motion unanimously carried to accept a donation from the Brownsville VFW in the amount of \$150.00 to the Veteran’s Services office for any veteran’s needs.

File No. 2 – Commissioner Severson moved, Commissioner Johnson seconded, motion unanimously carried to approve an IUP for Joseph and Janine Engen to place a temporary farm dwelling in the Ag District in Wilmington Township.

File No. 3 – Commissioner Severson moved, Commissioner Walter seconded, motion unanimously carried to approve a CUP for Andy and Ellyn Mulholland to build a dwelling on less than 40 acres in the Ag District in Spring Grove Township.

File No. 4 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve a CUP for Kruckow Companies LLC for mineral extraction in the Ag District in Winnebago Township.

File No. 5 – Commissioner Severson moved, Commissioner Johnson seconded, motion unanimously carried to approve the proposed 2022-2024 Tentative Labor Agreement between the County of Houston and the American Federation of State, County and Municipal Employees (AFSCME), Council 65 Local 2166.

File No. 6 – Commissioners discussed recent American Rescue Plan Act (ARAP) allocations with staff. About \$1.7 million in ARPA dollars had been allocated leaving about \$1.8 million still available to use. Commissioner Severson moved, Commissioner Johnson seconded, motion unanimously carried to move forward with using ARPA dollars on a new Electronic Data Management Solution (EDMS) program for Public Health and Human Services. The total cost of the program was not yet known.

DISCUSSION ITEMS

County Assessor, Lucas Onstad was present and spoke to the Commissioners and members of the public at the meeting regarding the recent value increases for properties in Houston County. Onstad explained that a value increase was not the same as a tax increase. He said his job was to value properties in the County and that the property value was based on the market and took into consideration the age, size, and condition of a property. County Appraiser, Kelly Petersen said that if a property owner did not feel they could sell their property for the assessed value County staff would be happy to come look at the property.

Commissioners discussed recent and upcoming meetings including a Wildcat Meeting, Veteran’s Services Meeting, AMC Meeting, and SELCO Meeting. Commissioner Walter reported on attending the legislative conference.

There being no further business at 10:41 a.m., a motion was made by Commissioner Johnson, seconded by Commissioner Severson, motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on March 15, 2022.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: March 15, 2022

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, County Engineer Brian Pogodzinski, EDA Director/Board Clerk Allison Wagner, Interim Recorder Mary Betz, Health and Human Services Director John Puleasa, IT Director Andrew Milde, Deputy Auditor/Treasurer Heidi Lapham, Deputy Auditor/Treasurer Polly Heberlein, Surveyor Eric Schmitt, Schneider Senior GIS Consultant Micah Cutler, and Knowink Midwest Regional Manager Meghan Leslie

Board Workgroup Session

Call to order.

County Surveyor, Eric Schmitt and Schneider Senior GIS Consultant, Micah Cutler gave the board updates regarding staff augmentation for the County's Geographic Information System (GIS). The County used Beacon for GIS services. Cutler told the board that the Houston County Beacon site received 535 online visits a day. Both County staff and the general public utilized Beacon. Cutler said her job was to work with County staff to tailor the program to their needs and to make sure they knew how to fully utilize the system.

Commissioners discussed possible uses of American Rescue Plan Act (ARPA) funds including the possibility of allocating funding to ABLE.

Commissioners discussed various topics including an airport project, Wildcat park, and a recent career/job fair.

The meeting was ended at 10:56 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM**

Date Submitted: 03.22.22

By: Donna Trehus-Auditor-Treasurer

Consent Agenda:

Consider approving Liquor License for Par4 Golf Club d/b/a Valley High Golf Club (New Owners) which will expire on 6/30/22.

Closing date of sale is scheduled for 4/1/22. Golf Course name will remain the same.

License will be prorated to June 30, 2022 and will be renewed as of July 1, 2022.

LICENSE PREVIOUS NAME:

**FOURSOME GOLF GROUP LLC DBA AS VALLEY HIGH GOLF CLUB
9203 MOUND PRAIRIE DRIVE
HOUSTON MN 55943**

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



ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
445 Minnesota St., Suite 222, St. Paul, MN 55101
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(651) 201-7507 TTY (651) 282-6555
WWW.DPS.STATE.MN.US



APPLICATION FOR COUNTY ON-SALE INTOXICATING LIQUOR LICENSE

No license will be approved or released until MN Liquor Control receives the \$20 Retailer ID Card fee.

Workers Compensation Insurance Company MERITRUST INSURANCE IMT Policy # WCS 88614
LICENSEE'S SALES & USE TAX ID # _____ To apply for MN sales tax number call 651-296-6181
LICENSEE'S FEDERAL TAX ID # _____

Applicant's name (Business, partnership, <u>LLC</u> Corporation)		DOB	Social Security #	DBA or trade name
<u>AR 1 GOLF LLC</u>		<u>N/A</u>	<u>N/A</u>	<u>VALLEY HIGH GOLF CLUB</u>
License address		Business phone		Applicant's home phone
<u>9203 MOUND PRAIRIE DRIVE</u>		<u>507 894-4444</u>		[REDACTED]
City	County	State	Zip Code	License period
<u>HOUSTON</u>	<u>HOUSTON</u>	<u>MN</u>	<u>55943</u>	From <u>4/1/22</u> To <u>6/30/22</u>

Give name, residence, DOB, Social Security #, title and age for all partners, or the officers and directors of a partnership or corporation, and the percent of stock held by each officer if applicable.

Name	Title	DOB	Percent stock or partnership interest
<u>William John Schmitz</u>	<u>Partner</u>		<u>33%</u>
Address		City	State
[REDACTED]		[REDACTED]	[REDACTED]
<u>SCOTT RALPH IVERSON</u>	<u>Partner</u>		<u>33%</u>
Address		City	State
[REDACTED]		[REDACTED]	[REDACTED]
<u>JAMES ALLEN WIESER</u>	<u>Partner</u>		<u>17%</u>
Address		City	State
[REDACTED]		[REDACTED]	[REDACTED]

Date of Incorporation	State of incorporation	Certificate Number	Is corporation authorized to do business in Minnesota?
<u>03-08-2022</u>	<u>MN</u>	<u>1301556100027</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Purpose of corporation GOLF COURSE BUSINES If a subsidiary of another corporation, give name

1. Describe premises to be licensed (location, facilities). GOLF CLUBHOUSE WITH BAR, KITCHEN, BANQUET FACILITY

Floor establishment is located on	Seating capacity	Hours food will be available	Number of people restaurant employs
<u>MAIN LEVEL</u>	<u>Approx 120</u>	<u>10am - 8pm</u>	<u>15</u>
Number of months per year establishment will be open		Name of manager	
<u>7</u>		<u>Bill Schmitz</u>	

- If this restaurant is in conjunction with any other business (resort, etc.), describe the business. NO
- Name the nearest municipality in which On Sale licenses are issued. HOUSTON / HOKAH
- Has applicant, partners, officers or employees ever had any Felony Convictions or Liquor Law violations in Minnesota or elsewhere, including State Liquor Control Penalties? Yes (No) If yes, give date, charges and final outcome.
- Is the applicant or any of the associates in this application a member of the County Board in which the license will be issued? Yes (No) If yes, in what capacity? (If the applicant for this license or any of the associates is the spouse of a member of the governing body or where a family relationship exists, the member shall not vote on this application.)
- Have the applicants any interest, directly or indirectly, in any other liquor establishment in the county or any city in the county issuing this license. If yes, give the name and address of the establishment. YES William Schmitz
Schmitz's TNGLO TNGLO

DAVID RONALD BUBBERS

PARTNER 06-24-1969

17%

ADDITIONAL PARTNER



ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
445 Minnesota St., Suite 222, St. Paul, MN 55101

Fax (651) 297-5259
(651) 201-7507 TTY (651) 282-6555
WWW.DPS.STATE.MN.US



APPLICATION FOR COUNTY ON-SALE INTOXICATING LIQUOR LICENSE

No license will be approved or released until MN Liquor Control receives the \$20 Retailer ID Card fee.

Workers Compensation Insurance Company MERIT TRUST INSURANCE LMT Policy # WCS 8614
LICENSEE'S SALES & USE TAX ID # _____ To apply for MN sales tax number call 651-296-6181
LICENSEE'S FEDERAL TAX ID # _____

Applicant's name (Business, partnership, LLC, Corporation)		DOB	Social Security #	DBA or trade name
PAR 1 GOLF LLC		N/A	N/A	VALLEY HIGH GOLF CLUB
License address		Business phone		Applicant's home phone
9203 MOUND PRAIRIE DRIVE		507 894-4444		[REDACTED]
City	County	State	Zip Code	License period
Houston	Houston	MN	55943	From 4/1/22 To 4/30/22

Give name, residence, DOB, Social Security #, title and age for all partners, or the officers and directors of a partnership or corporation, and the percent of stock held by each officer if applicable.

Name	Title	DOB	Percent stock or partnership interest
William John Schmitz	PARTNER		33%
Address		City	State
[REDACTED]		[REDACTED]	[REDACTED]
SCOTT RALPH IVERSON	PARTNER		33%
Address		City	State
[REDACTED]		[REDACTED]	[REDACTED]
JAMES ALLEN WIESER	PARTNER		17%
Address		City	State
[REDACTED]		[REDACTED]	[REDACTED]

Date of Incorporation	State of Incorporation	Certificate Number	Is corporation authorized to do business in Minnesota?
03-08-2022	MN	1301556100027	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Purpose of corporation GOLF COURSE BUSINESS If a subsidiary of another corporation, give name _____

1. Describe premises to be licensed (location, facilities). GOLF CLUBHOUSE WITH BAR, KITCHEN, BANQUET FACILITIES

Floor establishment is located on	Seating capacity	Hours food will be available	Number of people restaurant employs
MAIN LEVEL	120	10am - 8pm	15

Number of months per year establishment will be open 7 Name of manager Bill Schmitz

2. If this restaurant is in conjunction with any other business (resort, etc.), describe the business. NO
3. Name the nearest municipality in which On Sale licenses are issued. HOUSTON / HOKAH
4. Has applicant, partners, officers or employees ever had any Felony Convictions or Liquor Law violations in Minnesota or elsewhere, including State Liquor Control Penalties? Yes (No) If yes, give date, charges and final outcome.
5. Is the applicant or any of the associates in this application a member of the County Board in which the license will be issued? Yes (No) If yes, in what capacity? (If the applicant for this license or any of the associates is the spouse of a member of the governing body or where a family relationship exists, the member shall not vote on this application.)
6. Have the applicants any interest, directly or indirectly, in any other liquor establishment in the county or any city in the county issuing this license. If yes, give the name and address of the establishment. YES William Schmitz
Schmitz's Time & Tack

DAVID RONALD BUBBERS

PARTNER 06-24-1969 17%

ADDITIONAL PARTNER

- Yes ☒ No ☐ 7. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802. If yes, attach a copy of the summons.
- ☒ Yes ☐ No ☐ 8. Will you serve liquor on Sunday? Amount of Sunday License Fee, \$50 month.
- ☒ Yes ☐ No ☐ 9. Is this establishment located in an organized township? If so, attach township approval.
- ☐ Yes ☒ No ☐ 10. Has a restaurant license been issued by the state or local health department for this establishment? in process
- I certify that I have read the above questions and that the answers are true and correct to the best of my own knowledge.

William John Samirz

Name of applicant (please print or type)

William J. Samirz

Applicant's signature

03-11-2022

Date

The Licensee must have one of the following:

Check one

- ☒ A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person; \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support. ATTACH "CERTIFICATE OF INSURANCE" TO THIS FORM.
- or
- ☐ B. A Surety bond from a surety company with minimum coverage as specified above in A.
- or
- ☐ C. A certificate from the State Treasurer that the licensee has deposited with the State, Trust Funds having a market value of \$10,000 or \$100,000 in cash or securities.

REPORT BY COUNTY ATTORNEY

I certify that to the best of my knowledge the applicants named above are eligible to be licensed. ☐ Yes ☐ No If no, state reason

Signature County Attorney

County

Date

REPORT BY SHERIFF

I certify that to the best of my knowledge, the applicants named above have not been convicted within the last five years for any violations of State law or municipal ordinance relating to the sale of liquor, except as follows:

Signature Sheriff

County

Date

IMPORTANT NOTICE

ALL RETAIL LIQUOR LICENSEES MUST HAVE A CURRENT FEDERAL SPECIAL OCCUPATIONAL STAMP. THE BUREAU OF ALCOHOL, TOBACCO AND FIREARMS ISSUES THIS STAMP. FOR INFORMATION CALL (651) 726-0220

NOTICE

A \$30.00 service charge will be added to all dishonored checks. You may also be subjected to a civil penalty of \$100.00 or 100% of the value of the check, whichever is greater, plus interest and attorneys fees. MS 604.113



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
444 Cedar St., Suite 222, St. Paul, MN 55101-5133
(651) 201-7507 FAX (651) 297-5259 TTY (651) 282-6555
WWW.DPS.STATE.MN.US



APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE

No license will be approved or released until the \$20 Retailer ID Card fee is received

Workers compensation insurance company. Name MERITRUST INSURANCE INC Policy # WCS 0864

Licensee's MN Sales and Use Tax ID # _____

To apply for a MN sales and use tax ID #, call (651) 296-6181

Licensee's Federal Tax ID # _____

If a corporation, an officer shall execute this application. If a partnership, a partner shall execute this application.

Licensee Name (Individual, Corporation, Partnership, LLC) <u>PAR 4 GOLF LLC</u>	Social Security # <u>N/A</u>	Trade Name or DBA <u>VALLEY HIGH GOLF CLUB</u>
License Location (Street Address & Block No.) <u>9203 MOUND PRAIRIE DRIVE</u>	License Period From <u>4/1/22</u> To <u>6/30/22</u>	Applicant's Home Phone # [REDACTED]
City <u>HOUSTON</u>	County <u>HOUSTON</u>	State <u>MN</u>
Name of Store Manager <u>BILL SCHMITZ</u>	Business Phone Number <u>507 894-4444</u>	Zip Code <u>55943</u>
DOB (Individual Applicant) [REDACTED]		

If a corporation or LLC state name, date of birth, Social Security # address, title, and shares held by each officer. If a partnership, state names, address and date of birth of each partner.

Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
<u>William John Schmitz</u>			<u>PARTNER</u>	<u>33%</u>	[REDACTED]
<u>Scott Ralph Iverson</u>			<u>PARTNER</u>	<u>33%</u>	[REDACTED]
<u>JAMES ALLEN WIESER</u>			<u>PARTNER</u>	<u>17%</u>	[REDACTED]
<u>DAVID RONALD BURGERS</u>			<u>PARTNER</u>	<u>17%</u>	[REDACTED]

- If a corporation, date of incorporation 03-08-2022, state incorporated in MN, amount paid in capital 100,000. If a subsidiary of any other corporation, so state _____ and give purpose of corporation _____. If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota? / Yes ☐ No ☒
- Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state.
FIRST FLOOR
- Is establishment located near any state university, state hospital, training school, reformatory or prison? Yes ☒ No ☐ If yes state approximate distance. _____
- Name and address of building owner: PAR 4 GOLF LLC
- Has owner of building any connection, directly or indirectly, with applicant? Yes ☐ No ☒
Is applicant or any of the associates in this application, a member of the governing body of the municipality in which this license is to be issued? Yes ☒ No ☐ If yes, in what capacity? _____
- State whether any person other than applicants has any right, title or interest in the furniture, fixtures or equipment for which license is applied and if so, give name and details. _____
- Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota? ☒ Yes ☐ No If yes, give name and address of establishment. WILLIAM SCHMITZ SCHMITZ'S TUNING & TIRE

8. Are the premises now occupied or to be occupied by the applicant entirely separate and exclusive from any other business establishment? ~~Yes~~ ☒ No
9. State whether applicant has or will be granted, an On sale Liquor License in conjunction with this Off Sale Liquor License and for the same premises. Yes ☐ No ☒ Will be granted
10. State whether applicant has or will be granted a Sunday On Sale Liquor License in conjunction with the regular On Sale Liquor License. Yes ☐ No ☒ Will be granted
11. If this application is for a County Board Off Sale License, state the distance in miles to the nearest municipality. 5 miles
12. State Number of Employees 15
13. If this license is being issued by a County Board, has a public hearing been held as per MN Statute 340A.405 sub2(d)? ON 3-22-2022
14. If this license is being issued by a County Board, is it located in an organized township? If so, attach township approval.

1. State whether applicant or any of the associates in this application, have ever had an application for a liquor license rejected by any municipality or state authority; if so, give dates and details.
2. Has the applicant or any of the associates in this application, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances; if so, give dates and details.
3. Has applicant, partners, officers, or employees ever had any liquor law violations or felony convictions in Minnesota or elsewhere, including State Liquor Control penalties? Yes ☒ No If yes, give dates, charges and final outcome.
4. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802. ☒ Yes ☐ No If yes, attach a copy of the summons.

This licensee must have one of the following:

(ATTACH CERTIFICATE OF INSURANCE TO THIS FORM.)

Check one

- ☒ A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person, \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support.
- or
- B. A surety bond from a surety company with minimum coverage as specified in A.
- or
- C. A certificate from the State Treasurer that the licensee has deposited with the state, trust funds having market value of \$100,000 or \$100,000 in cash or securities.

I certify that I have read the above questions and that the answers are true and correct of my own knowledge.

Print name of applicant & title

William Joan Schmitz, Partner

Signature of Applicant

William J. Schmitz

Date

03-11-2022

REPORT BY POLICE/SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota or municipal ordinances relating to intoxicating liquor except as follows:

md / jhs
Police/Sheriff Department

SHERIFF
Title

03/18/2022
Signature

[Signature]
County Attorney's Signature

PS 9136-(2009)

IMPORTANT NOTICE

All retail liquor licensees must register with the Alcohol, Tobacco Tax and Trade Bureau.
For information call (513) 684-2979 or 1-800-937-8864

State of Minnesota
License Applicant Information

Under Minnesota Law (M.S. 270.72), the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

- This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest;
- The licensing agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service;
- Failing to supply this information may jeopardize or delay the issuance of your license or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. Do not return this form to the Department of Revenue.



Please print or type

Name of license being applied for and license number
LIQUOR LICENSE ON-SALE OFF-SALE Sunday

Licensing Authority (name of city, county or state agency issuing license)
Houston County

License renewal date
07-01-2022

Personal information:

Applicant's last name	First name and initial	Social Security number	
<u>Schmitz</u>	<u>William J.</u>		
Applicant's address	City	State	Zip Code
			

Business information (if applicable):

Business name
PAR 4 GOLF LLC dba. VALLEY HIGHT GOLF CLUB

Business address	City	State	Zip Code
<u>9203 MOUND PRairie Drive</u>	<u>Houston</u>	<u>MN</u>	<u>55943</u>

Minnesota tax identification number _____ Federal tax identification number _____

If a Minnesota tax identification number is not required, please explain on the reverse side of this form.

Signature	Title	Date
<u>William J. Schmitz</u>	<u>Partner</u>	<u>03-11-2022</u>

CERTIFICATION OF COMPLIANCE-
MINNESOTA WORKERS' COMPENSATION LAW

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of MSS Chapter 176. The information required is: the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and retained in their files.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name: MERITRUST INSURANCE IMT
(NOT the insurance agent)

Policy Number: WC 5 8864

Dates of Coverage: 04-01-2022 to 07-01-2022

(or)

I am not required to have workers' compensation liability coverage because:

- ☐ I have no employees
- ☐ I am self insured (include permit to self-insure)
- ☐ I have no employees who are covered by the workers' compensation law (these include: Spouse, Parents, Children and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid workers' compensation policy will be kept in effect at all times as required by law.

Name: SCHWITZ William JOHN
(last, first, middle)

Doing Business as: PAR 4 GOLF LLC
DBA. VALLEY HIGHT GOLF CLUB
(business name if different than your name)

Business Address: 9203 MOUND PRAIRIE DRIVE

City, State, Zip: Houston MN 55943 Phone: 507 894 4444

Signature: William J. Schwitz Date: 03-11-2022

DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB)
Alcohol Dealer Registration – For Use On and After July 1, 2008
(Please read instructions carefully before completing this form)

SECTION 1 – IDENTIFYING INFORMATION

Complete all fields in section 1 to correctly identify your business

NAME (Last, First, Middle) or CORPORATE NAME (If Corporation) EMPLOYER IDENTIFICATION NUMBER (See Instructions)

PAR 4 GOLF LLC - DBA VALLEY HIGH GOLF

MAILING ADDRESS (Street address or P.O. Box)

9203 MOUND PRAIRIE DRIVE

CITY

Houston

STATE

MN

ZIP CODE

55943

SELECT BOX a, b, or c:

a. ☒ NEW BUSINESSb. ☐ OUT OF BUSINESS

04-01-2022

DATE OF CHANGE, OR OF ENTRY
INTO BUSINESS, OR OF TERMINATION
OF BUSINESS (mm/dd/yyyy)c. ☐ EXISTING BUSINESS WITH
CHANGE IN: (complete items below)☐ NAME / TRADE NAME☐ ADDRESS / LOCATION☐ BUSINESS CLASS☐ PHONE☐ OWNERSHIP INFO☐ EMPLOYER IDENTIFICATION NUMBER

(OLD: -)

(NEW: -)

SECTION 2 – BUSINESS CLASS(ES) AND PREMISES LOCATIONS

Enter information below for each business location, using the appropriate class code

DEALER CLASS	SUBCLASS	CLASS CODE
RETAIL DEALER (Anyone who sells, or offers for sale, beverage alcohol products to any person other than a dealer. Examples are package stores, restaurants, bars, private clubs, fraternal organizations, grocery stores or supermarkets which sell such beverages.)	Liquors (Distilled Spirits, Wine or Beer)	11
	Beer Only	12
	Liquors (Distilled Spirits, Wine or Beer) – At Large*	15
	Beer Only – At Large*	16
WHOLESALE DEALER (Anyone who sells, or offers for sale, beverage alcohol products to another dealer. An IMPORTER must register as a wholesaler if he or she sells beverage alcohol products to other dealers.)	Liquors (Distilled Spirits, Wine, or Beer)	31
	Beer Only	32

* A retail dealer at large is one whose business requires him to move from place to place, such as a circus or carnival.

CLASS CODE	TRADE NAME	PREMISES ADDRESS STREET NUMBER AND NAME	CITY, STATE, ZIP CODE	TELEPHONE NUMBER
11	PAR 4 GOLF LLC or VALLEY HIGH GOLF CLUB	9203 MOUND PRAIRIE DRIVE	Houston, MN 55943	(507) 894-4444
				()
				()
				()
				()

Under penalties of perjury, I declare that the statements in this registration are true and correct to the best of my knowledge and belief; that this registration applies only to the specified business and location or, where the registration is for more than one location, it applies only to the businesses at the locations specified on the attached list.

SIGNATURE

MICHAEL J. SHERMAN

TITLE

PARTNER

DATE

03-11-2022

SECTION 3 - OWNERSHIP INFORMATION

☐ INDIVIDUAL OWNER ☐ PARTNERSHIP ☐ CORPORATION ☒ LLC ☐ OTHER (Specify)

FULL NAME William John Schmitz	RESIDENCE ADDRESS [REDACTED]	POSITION Partner
FULL NAME Scott Ralph Iverson	RESIDENCE ADDRESS [REDACTED]	POSITION Partner
FULL NAME James Allen Wieser	RESIDENCE ADDRESS [REDACTED]	POSITION Partner
FULL NAME David Ronald Burbers	RESIDENCE ADDRESS [REDACTED]	POSITION Partner
FULL NAME	RESIDENCE ADDRESS	POSITION

INSTRUCTIONS

GENERAL INSTRUCTIONS

This registration is for use on and after July 1, 2008. If you are engaged in one or more of the alcohol activities listed on this form, you are required to file this form before beginning business. If there is a change in your business, you need to report it on or before the next July 1 (see CHANGES IN OPERATIONS, below). You may file one registration to cover several locations or several types of activity operating under the same Employer Identification Number (EIN).

NOTE: The special (occupational) tax on producers and marketers of alcohol beverages was repealed by Section 11126 of Public Law 109-59, effective July 1, 2008. However, tax liability and the registration requirement for periods before that date remain. If you need to file a delinquent or amended registration for a period through June 30, 2008, please use TTB Form 5630.6a, Alcohol Special (Occupational) Tax Registration and Return - For Periods Ending On or Before June 30, 2008.

SIGNING YOUR REGISTRATION

This form must be signed by the individual owner, a partner, or, in the case of a corporation or LLC, an individual authorized to sign on behalf of the corporation or LLC.

SECTION 1 - IDENTIFYING INFORMATION

Complete Section 1, Identifying Information, as specified on the form. Your registration must contain a valid Employer Identification Number (EIN). The EIN is a unique number for business entities issued by the Internal Revenue Service (IRS). You must have an EIN whether you are an individual owner, partnership, corporation, LLC, or a government agency. If you do not have an EIN, contact the Internal Revenue Service immediately to obtain one. While TTB may assign a temporary identification number (beginning with XX) to allow initial processing of a return which lacks an EIN, do not delay submission of your registration pending receipt of your EIN. If you have not received a number by the time you file this return, write "number applied for" in the space for the number. Submit your EIN by separate correspondence after receipt from the IRS.

SECTION 2 - PREMISES LOCATIONS

Enter the requested information in Section 2 for each premises location even if this repeats the business information listed in Section 1. If you are reporting a change, enter the date of the change in the appropriate space in Section 1. If additional sheets are needed, make a copy of page 1 of this form or enter the requested information on a separate sheet of paper with your EIN and Company's name.

SECTION 3 - OWNERSHIP INFORMATION

Please complete the ownership information in Section 3. Supply the information specified for each individual owner, partner or responsible person. For a corporation, partnership or association, a responsible person is anyone with the power to control the management policies or buying or selling practices pertaining to alcohol. For a corporation, association, or similar organization, it also means any person owning 10 percent or more of the outstanding stock in the business.

CHANGES IN OPERATIONS

If there is a change of your company's name, trade name, address, premises location, telephone number, ownership information, type of business, or EIN, complete TTB F 5630.6d and submit it no later than the next July 1 after the change. Check the box, Existing Business with Change(s), complete all fields in Section 1, and complete Sections 2 and 3 as necessary to show any changes there. Upon going out of business, submit TTB F 5630.6d within 30 days, checking box b in Section 1. If you are still in business but there are no changes since your last registration, this form does not need to be submitted.

MAILING INSTRUCTIONS

Please sign and date this registration and mail it to:

Alcohol and Tobacco Tax and Trade Bureau
550 Main Street, Suite 8002
Cincinnati, OH 45202-5215.

CONTACT INFORMATION

For further assistance, contact TTB National Revenue Center at 1-800-937-8864 or 1-877-862-3277; or email to ttbtaxetamp@ttb.gov. Additional information is also available at our Web site, www.ttb.gov.

PAPERWORK REDUCTION ACT NOTICE

This request is in accordance with the Paperwork Reduction Act of 1995. This information is used to ensure compliance with Section 11125 of Public Law 109-59, and the Internal Revenue Laws of the United States.

The estimated average burden associated with this collection of information is .8 hour per respondent or record keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be addressed to the Reports Management Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, Washington, D.C. 20220.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current, valid OMB control number.



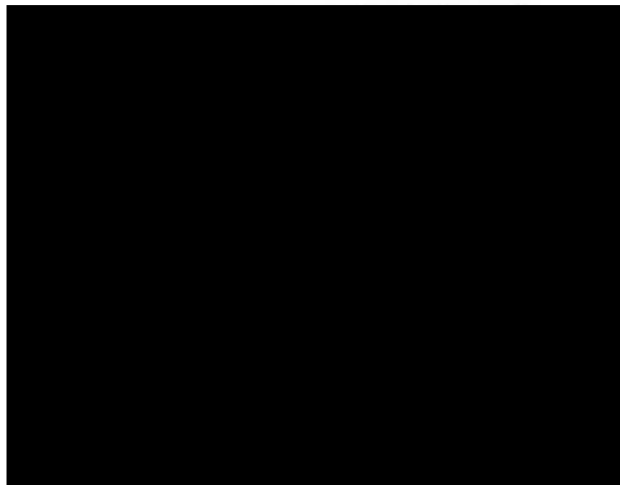
DEPARTMENT OF PUBLIC SAFETY
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
444 Cedar Street Suite 133
St. Paul, MN 55101-5133
Phone (651) 296-6979 TDD (651) 282-6555
Fax (651) 297-5259

CARD NUMBER
(Office Use Only)

APPLICATION FOR RETAILER'S (BUYER'S) CARD FOR LIQUOR AND WINE
PLEASE RETURN THIS APPLICATION WITH FEE \$30.00

ISSUING AUTHORITY Houston County	TYPE CODE	BUYER'S CARD EXPIRES 6-30-2022	IDENTIFICATION #
PRINT NAME OF LICENSEE (AS SHOWN ON LICENSE) PAR 4 GOLF LLC		BUSINESS NAME (DBA) VALLEY HIGH GOLF CLUB	
BUSINESS ADDRESS 9203 MOUND PRAIRIE DRIVE		COUNTY Houston	BUSINESS PHONE 507 894 4444
CITY, STATE, ZIP CODE Houston, MN 55943		AUTHORIZED SIGNATURE WILLIAM J. SANDS	

PS 9135 (12/98)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/16/2022

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

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

PRODUCER

Meritrust Insurance
1523 Rose St Suite #1
La Crosse, WI 54603

CONTACT

NAME: Keaton Collas

PHONE (A/C, No. Ext): (608)784-2587

FAX (A/C, No.): (608)519-3867

E-MAIL: keaton@meritrustins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: IMT

12528

INSURER B: IMT

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Par 4 Golf, LLC
DBA Valley High Golf Club
9203 Mound Prairie Dr
Houston, MN 55943

COVERAGES

CERTIFICATE NUMBER: 00002026-311484

REVISION NUMBER: 19

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		WOS8864	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS		UCS8864	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCS8864	07/01/2022	07/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability		WOS8864	07/01/2022	07/01/2023	Per Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of Minnesota
Commissioner of the Department
of Labor and Industry

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(KCC)

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Res 22-3
EXPLANATORY NOTE

No County Board can issue license for sales in any Town without consent of such Town Board and recommendations of Sheriff and County Attorney. The following form of consent by the Town Board may be used.

STATE OF MINNESOTA

COUNTY OF Houston TOWN OF Mound Prairie

It is hereby certified that the Town Board of the Town of Mound Prairie
in said County and State, by resolution on the 17 day of March 2022
did consent to the issuance of the ON SALE LIQUOR OFF SALE LIQUOR, SUNDAY LIQUOR license applied for on behalf of
PAR 4 GOLF LLC

Dated March 11 2022 THE TOWN BOARD OF THE TOWN OF
Attest Teresa McElhiney Mound Prairie
Town Clerk By Dan Fuchsel Chairman

Teresa McElhiney
Clerk, Mound Prairie Township,
Houston County, Minnesota
Notarial Officer (ex-officio notary public)
My term is indeterminate

HOUSTON COUNTY AGENDA REQUEST FORM

Date Submitted: 3.22.22

By: Donna Trehus, Auditor/Treasurer

CONSENT AGENDA REQUEST:

Please consider approving Addendum for Airport Lease: Lot 10 was sold by Greg Wennes to Blaine Benzing. Expiration of lease for Lot 10 to Blaine Benzing, as Landlord will be 7/1/2026.

ACTION ITEM:

Reviewed by:

___ **HR Director**

___ **Finance Director**

___ **IS Director**

___ **County Attorney**

___ **Environmental Svcs**

___ **County**

___ **Sheriff**

___ **County**

X **Engineer**

___ **PHHS**

___ **Other**

___ **(indicate
dept)**

___ **Auditor/Treasurer**

Recommendation:

Decision:

**ADDENDUM TO
GROUND LEASE AGREEMENT**

THIS ADDNEDUM dated December 10, 2021 is being made to the GROUND LEASE AGREEMENT executed effective July 1, 2021, by and between Houston County, Minnesota, a municipal corporation, as "Landlord", and Greg Wennes, as "Tenants", with regard to that certain real property located within the Airport described as Lot 10 and shown pictorially on Exhibit "A" attached hereto.

It is hereby acknowledged that Greg Wennes's share in the hangar located on Lot 10 has been purchased by Blaine Benzing, and that Blaine Benzing is now the sole owner of said hangar.

It is hereby acknowledged and agreed that all other terms and conditions of the Ground Lease Agreement executed effective July 1, 2021 shall remain in effect between Houston County as "Landlord" and Blaine Benzing as "Tenant".

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

In the presence of:

HOUSTON COUNTY, MN

Houston County Board Chairman

Houston County Auditor-Treasurer

In the presence of:

TENANT

Blaine Benzing

FOR THE COUNTY:

State of Minnesota)

) ss.:

County of Houston)

On this ___ day of _____, 20___, before me, a Notary Public within and for said county, personally appeared _____ and Donna Trehus, to me personally known, who being each by me duly sworn, did say that they are respectively the County Board Chairperson and the County Auditor of the corporation named in the foregoing instrument, and that seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Commissioners, and the said County Board Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

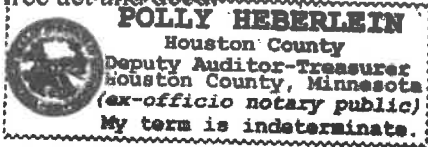
FOR THE LESSEE:

State of Minnesota)

) ss:

County of Houston)

On this 14th day of March, 2022, before me a Notary Public within and for said county, personally appeared Blaine Benzing to be known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as their free act and deed.



Polly Heberlein
Notary Public

Approved as to Form and Execution

Dated _____

Houston County Attorney

New 22. Tenant shall provide the Landlord with the make, model, year, and N-number of all planes housed at the Houston County Airport to comply with the National Based Aircraft Inventory Program. A based aircraft is an aircraft that is operational and air worthy, which is typically based at the facility for a *Majority* of the year. It is the responsibility of the tenant to notify the Landlord and Airport Manager in writing of any changes in aircraft within 30 days of the change.

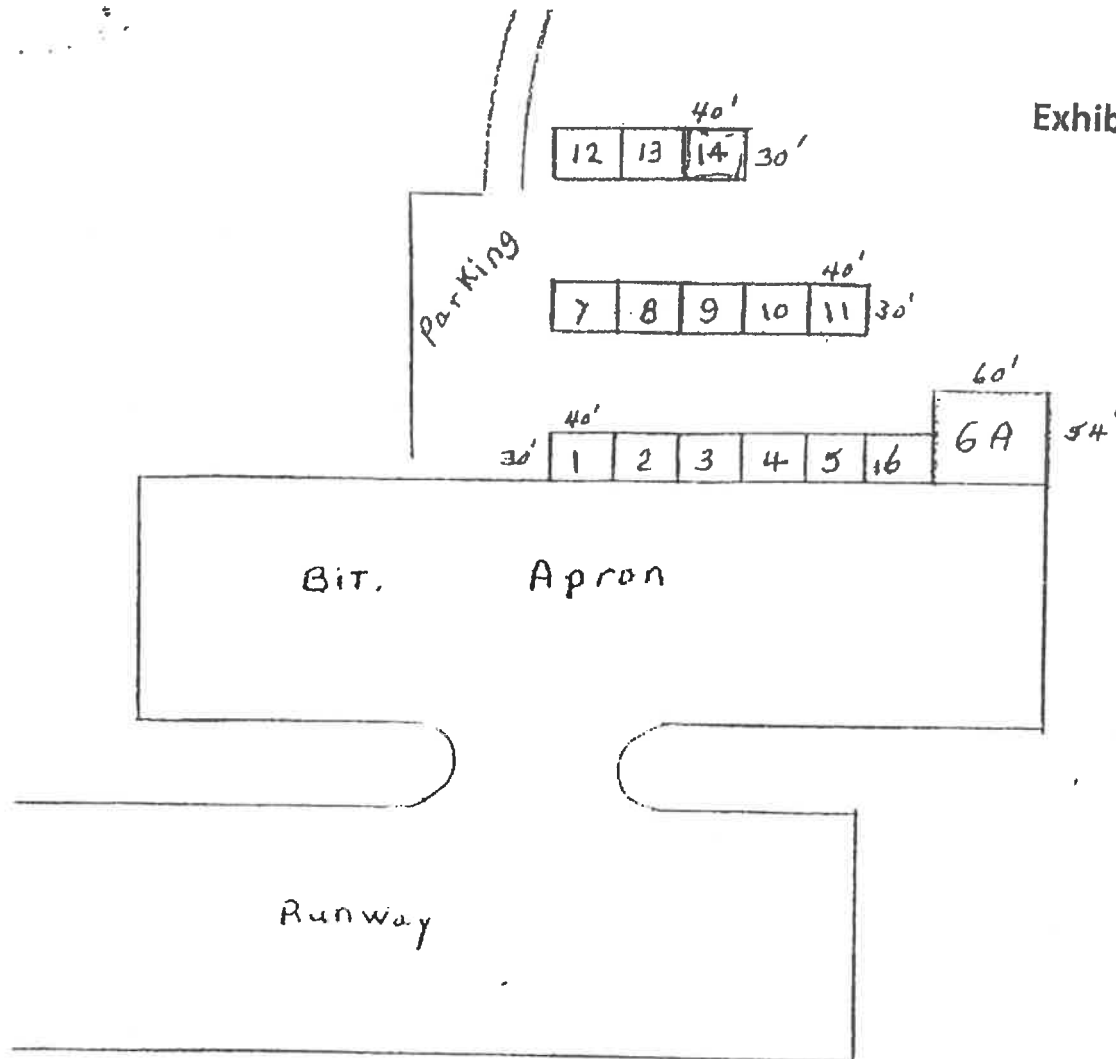
Make Cessna

Model 172 Skyhawk

Year 1964

N-Number N3910S

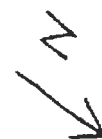
Exhibit A



Houston County Airport Hangers

lots 40 ft wide, 30 ft deep

except lot 6A 60 ft x 54 ft.



NOT TO SCALE

Houston County Agenda Request Form

Date Submitted: 3/16/2022

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

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

Issue:

Establish 2022 contract with Driftless Region Vector Control LLC to canvass specifically identified Houston County communities for potential mosquito related human health hazards. Cost increase of \$50.00 (\$2500.00 to \$2550.00).

Attachments/Documentation for the Board's Review:

Soft copy of contract for review and two copies of contract for signature

Justification:

Action Requested:

Review and approve contract as presented.

For County Use Only			
Reviewed by:	<u> </u> County Auditor	<u> </u> County Attorney	<u> </u> Zoning/Environmental Service
	<u> </u> Finance Director	<u> </u> County Engineer	<u> </u> HR/Personnel
	<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 schedule appointments as appropriate.

PURCHASE CONTRACT FOR MOSQUITO ABATEMENT SERVICES

I. PARTIES.

This Contract is made and entered into this 16th of February, 2022 by and between Driftless Region Vector Control LLC, hereinafter referred to as Provider, and Houston County, Minnesota, hereinafter referred to as Purchaser.

Provider's employee responsible for administration of this Contract will be Joseph Writz, Owner of Driftless Region Vector Control LLC, whose principal address is PO Box 2722, La Crosse, WI 54602.

Purchaser's employee responsible for administration of this Contract will be Heather Myhre, Public Health Supervisor, whose principal address is 611 Vista Drive, Suite 1, Caledonia, MN 55921.

II. SERVICES TO BE PROVIDED AND CONTRACT PERIOD.

- a. Purchaser has an endemic area for arboviruses that are dangerous to the health and well being of its residents, and wishes to purchase services to address the issue. Provider is experienced with the elimination and abatement of mosquitoes that can bear the La Crosse strain of Encephalitis and other arboviruses, and can provide these services.
- b. Provider will provide services to canvass communities for potential mosquito-related human health hazards, identify and larvicide habitat sites for mosquito abatement, and provide Purchaser with list of found sites and activities, in Houston County.

Communities/Areas to canvass include:

Eitzen, Golfview Dr Area (west of Hokah), Hokah, Houston, Money Creek, Outer La Crescent (residential area just outside western city limits).

- c. When a potential mosquito-related human health hazard site is identified (seen from the road or complaint site), Provider will follow these steps:
 1. Attempt to communicate with owner of property where habitat is located. If owner cannot be found, Provider will leave pamphlet and reminder at the door and then exit the property. Provider will leave the property if instructed by property owner and will not enter posted property or properties with aggressive people or animals.
 2. Educate owner and provide pamphlet about the issue.
 3. Check habitat for mosquito presence and treat with larvicide.

4. Keep record of all information obtained at the site.
5. Notify Purchaser about sites when permission is not given to check and treat habitat.
- d. Provider will fully canvass communities listed in II. b. once. The sites found in the initial canvassing will be rechecked twice to update the site list. If Provider is given a letter of permission or authority by Purchaser, non-compliant sites may be entered and human health hazards may be treated during rechecks if no immediate contact is made.
- e. Provider may also set up and monitor ovitraps throughout Purchaser's County designed to collect and remove the eggs of vector mosquito species in coordination with Purchaser's officials.
- f. Purchaser agrees to purchase and Provider agrees to provide the above described mosquito abatement services during the period of:

May 1, 2022 to December 31, 2022

III. PAYMENT FOR SERVICES.

- a. Purchaser agrees to pay Provider for the services provided in accordance with this Contract.
- b. Purchaser will pay compensation to Provider for Services in the amount of \$2,550. Payments will be made as follows:

Date and Payment Amount

1 st of May, 2022	<u>\$1,275</u>
1 st of August, 2022	<u>\$1,275</u>

- c. Purchaser will pay Provider within 30 days of the payment date.
- d. If Purchaser requests additional services from Provider, Purchaser will provide additional resources to Provider.

IV. INSURANCE.

- a. Purchaser shall not provide insurance coverage of any kind for Provider or Provider's employees or contract personnel. Provider shall obtain the following insurance coverage and maintain it during the entire term of this Contract:
 1. Automobile liability insurance for each vehicle used in the performance of this Contract -- including owned, non-owned (for example, owned by Provider's employees), leased, or hired vehicles -- in the minimum amount of \$1.5 million combined single limit per occurrence for bodily injury and property damage.

2. Comprehensive or commercial general liability insurance coverage in the minimum amount of \$2 million general aggregate combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

V. INDEMNITY AND HOLD HARMLESS.

- a. Except as may be caused by the sole negligence of Provider or its employees, Purchaser agrees to save, hold harmless, defend and indemnify the Provider and all its officers, employees and agents, against any and all liability claims and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the services, operation or performance of work in connection with this contract.

VI. INDEPENDENT CONTRACTOR STATUS.

- a. Subject to terms and conditions of this Contract, Purchaser hereby engages Provider as an independent contractor to perform the services set forth herein, and Provider hereby accepts such engagement.
- b. This Contract shall not render Provider an employee, partner, agent of, or joint venturer with Purchaser for any purpose. Provider is and will remain an independent contractor in relationship to Purchaser. Purchaser shall not be responsible for withholding taxes with respect to Provider's compensation hereunder. Provider shall have no claim against Purchaser hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- c. Provider has the right to perform services for others during the term of this Contract.
- d. Provider has the sole right to control and direct the means, manner, and method by which the services required by this Contract will be performed. Provider shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
- e. Provider has the right to hire assistants as subcontractors or to use employees to provide the services required by this Contract.
- f. Neither Provider nor Provider's employees or contract personnel shall be required to wear any uniforms provided by Purchaser.
- g. The services required by this Contract shall be performed by Provider, Provider's employees, or contract personnel, and Purchaser shall not hire, supervise, or pay any assistants to help Provider.

- h. Neither Provider nor Provider's employees or contract personnel shall receive any training from Purchaser in the professional skills necessary to perform the services required by this Contract.
- i. Neither Provider nor Provider's employees or contract personnel shall be required by Purchaser to devote full time to the performance of the services required by this Contract.

VII. EXPENSES OF SERVICES.

- a. Provider shall be responsible for all expenses incurred while performing services under this Contract. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; larvicide; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Provider hires to complete the work under this Contract.

VIII. DATA PRACTICES COMPLIANCE.

- a. Provider will have access to data collected or maintained by Purchaser to the extent necessary to perform Provider's obligations under this Contract. Provider will not release or disclose the contents of data classified as not public to any person except at the written direction of Purchaser. Upon termination of this contract, Provider agrees to return data to Purchaser, as requested by Purchaser.

IX. SEVERABILITY.

- a. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

X. CONTRACT REVISION AND/OR TERMINATION.

- a. Failure to comply with any part of this Contract may be considered cause for revision, suspension, or termination.
- b. Revision of this Contract must be agreed to by Provider and Purchaser by an addendum signed by authorized representatives of both parties.
- c. Provider shall notify Purchaser whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this Contract.

- d. If either party finds it necessary to revise or terminate the Contract prior to the expiration date for reasons other than nonperformance, actual cost incurred by the Provider may be reimbursed for an amount determined by mutual agreement of both parties.
- e. This Contract can be terminated by thirty (30) day written notice by either party.
- f. The provisions of section V. a. shall survive any termination.

XI. CONDITIONS OF THE PARTY'S OBLIGATION.

- a. This Contract is contingent on authorization of Minnesota and United States Laws, and any material amendment or repeal of the same affecting relevant authority shall serve to terminate this agreement except as further agreed to by the parties hereto.
- b. Nothing contained in this Contract shall be construed to supersede the lawful powers or duties of either party.
- c. It is understood and agreed that the entire Contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XI. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.

- a. Federal Regulation 45 CFR 92.35 prohibits Houston County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Houston County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Contract, the Provider certifies that they are in compliance with these regulations.
- b. By signing this Contract, the Provider certifies that it and its principals and employees:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
 - 2. Have not within a three (3) year period preceding this Contract:
 - i. Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;

ii. Violated any federal or state antitrust statutes; or

iii. Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:

i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;

ii. Violating any federal or state antitrust statutes; or

iii. Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.

5. Shall immediately give written notice should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

d. Directions for on-line access to excluded providers:

1. To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>

2. If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Human Services Director, at (507) 725-5886.

DRIFTLESS REGION VECTOR CONTROL LLC

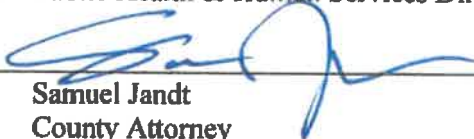
By: 
Joseph Writz
Owner

2/16/22
Date

HOUSTON COUNTY

By: 
John Pugleasa
Public Health & Human Services Director

3/14/2022
Date

By: 
Samuel Jandt
County Attorney

3/15/2022
Date

By: _____
Name: _____
County Board Chair

Date

**HOUSTON COUNTY
AGENDA REQUEST FORM
March 22, 2022**

**Date Submitted: March 17 , 2022,
By: Tess Kruger, HRD/Facilities Mgr.**

ACTION REQUEST

- None

APPOINTMENT REQUEST

- None

HR CONSENT AGENDA REQUEST

Highway Department

- Change the employment status of Patrick Burns, Engineering Assistant, from probationary to regular, effective 4/01/2022
- Change the employment status of Christopher Hartley, Maintenance Foreman from probationary to regular, effective 4/12/2022

Public Health & Human Services

- Accept the resignation of Tara Kowalke, Probationary Lead Social Worker– Children’s Services, effective 04/01/2022
- Approve an internal search to fill the Lead Social Worker-Children’s Services position. (Exigent circumstances exist to waive the external search at this time. This position was vacated and searched in 07/2021 and the current resigning incumbent started in 11/2021.)
- Approve a competitive search for a Social Worker (this is not an increase in FTE and will only be filled should the internal lead search yield a successful candidate)

Sheriff’s Office

- Amend Michael Johnson’s step assignment as a probationary Jailer/Dispatcher from B23, Step 1 to B23 Step 2, effective 3/23/2022

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

Houston County

Agenda Request Form

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

Date Submitted: 9-Mar-22

Person requesting appointment with County Board: Martin Herrick

Issue:

Service Agreement with Dynamic Lifecycle Innovations. County Attorney Jandt has reviewed and recommended changes, which Dynamic incorporated.

Justification:

Action Requested:

Final Approval by the County Board.

For County Use Only

Reviewed by:

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

Recommendation:

Decision:

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



Minnesota State Program Service Agreement

Parties:	
Recycler:	Dynamic Lifecycle Innovations
Customer:	Houston County
Pricing:	
Minnesota State Program	See attached pricing table section E

This Agreement, on the 27th day of January, 2022 is entered into by and between **Houston County**, 304 South Marshall Street, Room 202, Caledonia, MN 55921 (hereafter referred to as "CUSTOMER") and **Dynamic Lifecycle Innovations**, N5549 County Road Z, Onalaska, WI 54650 (hereafter referred to as "DYNAMIC").

CUSTOMER hereby engages DYNAMIC to recycle CUSTOMER's electronics for end-of-life recycling and asset reuse/recovery, and DYNAMIC agrees to be so engaged, to collect and handle CUSTOMER's electronic waste for processing and final disposition.

Now, therefore, it is agreed as follows:

A. Definitions

For the purpose of this Agreement the following definitions shall apply:

"Collector" means a public or private entity that receives covered electronic devices from households and arranges for the delivery of the devices to a recycler.

"Program Year" means the period from July 1 through June 30. The first program year was 2007.

"Computer" means an electronic, magnetic, optical, electrochemical, or other high-speed data processing device performing logical, arithmetic, or storage functions, but does not include an automated typewriter or typesetter, a portable handheld calculator or device, or other similar device.

"Covered electronic device" means computers, including tablet computers and laptop computers, peripherals, facsimile machines, DVD players, video cassette recorders, and video

display devices that are sold to a household by means of retail, wholesale, or electronic commerce.

"Household" means an occupant of a single detached dwelling unit or a single unit of a multiple dwelling unit located in this state, who has used a video display device at a dwelling unit primarily for personal use.

"Peripheral" means a keyboard, printer, or any other device sold exclusively for external use with a computer that provides input or output into or from a computer.

"Recycler" means a public or private individual or entity who accepts covered electronic devices from households and collectors for the purpose of recycling. A manufacturer who takes products for refurbishment or repair is not a recycler.

"Television" means an electronic device that is a cathode-ray tube or flat panel display primarily intended to receive video programming via broadcast, cable, or satellite transmission or video from surveillance or other similar cameras.

"Video display device" means a television or computer monitor that contains a cathode-ray tube or a flat panel screen that is marketed by manufacturers for use by households. Video display device does not include any of the following:

- (1) a video display device that is part of a motor vehicle or any component part of a motor vehicle assembled by, or for, a vehicle manufacturer or franchised dealer, including replacement parts for use in a motor vehicle;
- (2) a video display device, including a touch-screen display, that is functionally or physically part of a larger piece of equipment or is designed and intended for use in an industrial; commercial, including retail; library checkout; traffic control; kiosk; security, other than household security; border control; or medical setting, including diagnostic, monitoring, or control equipment;
- (3) a video display device that is contained within a clothes washer, clothes dryer, refrigerator, refrigerator and freezer, microwave oven, conventional oven or range, dishwasher, room air conditioner, dehumidifier, or air purifier; or (4) a telephone of any type.

"Salvage item" means any item which has been completely or partially torn apart and the valuable inside components have been removed.

B. Exhibit Term

The term of this Agreement is Twelve (12) Months, commencing on March 25, 2022 and ending on March 24, 2023. Any renewals shall be agreed upon by both parties within Sixty (60) days of the Agreement termination period.

C. Obligations of Customer: Houston County

CUSTOMER will provide DYNAMIC eligible electronics (as specified below) between 03/25/2022 and 03/24/2023. CUSTOMER guarantees DYNAMIC that all pounds collected and sent to DYNAMIC are generated from Minnesota Consumers. In the event that CUSTOMER sends NonProgram or Business electronics, CUSTOMER agrees to be charged at DYNAMIC's Standard pricing. Minnesota eligible electronics include the following; "covered electronic devices" (CEDs), which includes any Minnesota household or consumer-sourced video display devices, consumer computers (including tablets and laptops) and peripherals, consumer facsimile machines, DVD players and video cassette recorders. **CUSTOMER must notify DYNAMIC, and clearly designate at time of scheduling drop off/pick up, what is program eligible/nonprogram eligible. DYNAMIC is to retain all program eligible recycling credits.**

CUSTOMER shall separate all electronic waste to be recycled, by material type as specified in the pricing section, sorted on to skid pallets/Gaylord containers to facilitate the collection and recycling of electronic material, or additional sort fee may apply. To ensure safe transport, all material must be secure and stable before being picked up by DYNAMIC. DYNAMIC will provide packaging guidelines to CUSTOMER upon request. In no event will CUSTOMER place hazardous waste in, or on, such packaging materials. **(Hazardous waste is defined as any radioactive or pathogenic item, asbestos, or any item containing hazardous chemicals which pose a health risk to DYNAMIC's employees, other than those which are normally and routinely contained within the electronic devices to be recycled.)**

CUSTOMER guarantees that all electronics are collected in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to the Minnesota Electronics Recycling Act (115A.1310).

CUSTOMER agrees to adhere to all of the terms and conditions of this Agreement and to pay invoices for services applicable for the recycling of electronic waste provided to DYNAMIC.

D. Obligations of Recycler: Dynamic Lifecycle Innovations

DYNAMIC shall respond via email or phone to request(s) for pick-ups and/or load deliveries from CUSTOMER within two (2) business days and provide confirmation of said pick-up requests, if applicable, within three (3) business days.

- ☐ All requests should be sent via email to: orderrequests@thinkdynamic.com. Request should include a bill of lading with the number of skids to be picked up, any supplies needed in return, and any specific dates/times/special instructions for the trucking. Bill of Lading should also describe the origin of the shipment.



DYNAMIC shall inspect the shipment and delivery receipt upon acceptance of an electronic load to ensure that the receipt accurately reflects the shipment documentation created by CUSTOMER. DYNAMIC shall inspect any Skid Pallets/Gaylord Containers, when applicable, to confirm that the correct recycling materials have been received, sorted, and not tampered with prior to its delivery to DYNAMIC's processing facility. Please note that all loads will be settled based off DYNAMIC's weights when the material is received.

DYNAMIC agrees to process and recycle electronic material, all in accordance with applicable federal, state and local regulations. DYNAMIC also agrees to provide a Certificate of Recycling which will indicate the processing of each load by weight and electronic subcategory. The certificate will indicate date electronic devices were received by DYNAMIC, the material category with weight in pounds, and any special notes on DYNAMIC's letterhead. Each Certificate of Recycling shall include a statement equal or comparable to: *Dynamic Lifecycle Innovations certifies that the following shipment of materials was managed and recycled in accordance with all applicable Federal, State, Local Regulations and pursuant with the official written agreement between CUSTOMER and DYNAMIC.*

E. Pricing

The terms of this Agreement are valid if executed within Sixty (60) days of this Agreement being drafted. Material must be sorted to the below categories or sort fee may apply. Upon mutual agreement, Dynamic reserves the right to propose rate increases based on commodity market fluctuations.

End of Life Recycling Services – MN Program	Rates
CRT Televisions & Monitors	Charge \$0.16/lb.
LCD Televisions & Monitors	Charge \$0.15/lb.
Projection & Wood Console Televisions	Charge \$0.17/lb.
Desktops/Laptops/Servers (Mixed)	Credit \$0.20/lb.
Laptops (Separated)	Credit \$0.60/lb.
Covered Electronic Devices or CEDs (Mixed: Desktop Printers, Fax Machines, DVD Players, VCRs & Keyboards)	Charge \$0.065/lb.
Covered Desktop Printers & Fax Machines (Separated)	Charge \$0.02/lb.
End of Life Recycling Services – Non-Program	Rates
Miscellaneous Electronic Devices (Stereos, Stereo Speakers, Gaming Consoles, Small Household Appliances, etc.)	Charge \$0.18/lb.
Floor Copiers & Desktop Printers & Fax Machines (Separated)	Charge \$0.10/lb.
Microwaves	Charge \$0.07/lb.
Refrigerant-Containing Appliances (No Ammonia-Containing Appliances)	Charge \$11.00/unit
Broken or Salvaged Televisions & Monitors; CRT Glass	Call for Pricing
Battery-Containing Devices	Call for Pricing
Batteries, Lamps or Scrap Commodities	Call for Pricing
Miscellaneous Services	Rates
**Sort Fee for mixed TVs and Monitors	Charge \$0.05/lb.
Logistics Services	Rates

****Sort Fee only applies to TVs and Monitors not sorted to categories outlined above.****

Any and all material deemed as Non-Conforming will be charged at Dynamic's current standard rates at Dynamic's sole discretion.

F. Payment Terms and Invoicing

All Statements and Certificates of Recycling from DYNAMIC will be emailed out upon completion of contracted recycling service, within thirty (30) business days of delivery. Payments shall be due thirty (30) days from the date of said invoice. Any invoices not paid within such thirty (30) days shall bear interest at one and one-half percent (1 ½%) per month.

G. Indemnification

CUSTOMER shall indemnify, defend, and hold DYNAMIC, DYNAMIC's officers, and DYNAMIC's customers harmless at all times from, and after, the date of this Agreement against and with respect to all damages, losses, costs, and expenses which DYNAMIC may suffer or incur with respect to, or in connection with:

- i. CUSTOMER's omissions, acts, or failure to perform its obligations under this Agreement.
- ii. The material breach by CUSTOMER of any other agreement, representation, warranty, or covenant contained in this Agreement.

DYNAMIC shall indemnify, save, and hold CUSTOMER, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by CUSTOMER, arising from the performance of this contract by the DYNAMIC or DYNAMIC's agents or employees. This clause shall not be construed to bar any legal remedies the DYNAMIC may have for CUSTOMER's failure to fulfill its obligations pursuant to this contract.

H. Termination

Upon mutual agreement, parties may terminate this Agreement on thirty (30) calendar days' written notice, or if prior to such action, the other party materially breaches any of its representations, warranties or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed to the fullest extent of the law in regards to the costs of enforcing this Agreement.

I. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to choice of law provisions, and the parties hereby consent exclusively to the jurisdiction of the United States District Court Western Division of Wisconsin, or the Circuit Courts of La Crosse County, Wisconsin, with respect to any action brought under this Agreement and waive any objections relating to jurisdiction and improper venue or forum to the conduct of any proceeding in any such court.

J. Representation of Authority

Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes a valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

K. Independent Contractor

It is understood and agreed by and between the parties to this Agreement that nothing herein is intended or should be construed in any manner as creating or establishing the relationship of principle-agent, partners, joint ventures, or associates between the parties. DYNAMIC is and shall remain, an independent contractor with respect to any and all work performed under this Agreement.

By signing the document below, both parties agree to the terms set forth above.

Date: _____

Date: _____

Signed: _____

Eric Voves
Director of Sales
Dynamic Lifecycle Innovations

Signed: _____

Martin Herrick
Environmental Services Director
Houston County

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY: This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.



Houston County Agenda Request Form

Date Submitted: March 7, 2022 Board Date: March 22, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The Highway Department receives quotes annually for various bridge maintenance work on county and township bridges. MMA Flood Seal, joint repairs, deck delamination repairs, surface finishing, and crack sealing are being recommended to be completed in 2022.

Attachments/Documentation for the Board's Review:

Quote abstract

Justification:

Completing the requested maintenance work on select bridges helps extend the bridge life.

Action Requested:

Request approval of Icon Constructions, LLC quote for Bridges 28520, 28521, and 28523.

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

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

HOUSTON COUNTY
MARCH 22, 2022

BRIDGE MAINTENANCE QUOTES										
LINE NO.	ITEMS	DESCRIPTION	UNITS	UNIT PRICE	ENGINEER'S ESTIMATE		ICON CONSTRUCTOR'S LLC		FAHRNER ASPHALT ***NOTES PARTIAL BID SUBMITTED	
					QTY	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Bridge 28523 - CSAH 25										
1	2433.618	MMA FLOOD SEAL	SF	\$ 3.15	5382	\$ 16,953.30	\$ 3.25	\$ 17,491.50	\$ 2.75	\$ 14,800.50
2		CLEAN AND SEAL POURED JOINTS	LF	\$ 10.00	36	\$ 360.00	\$ 40.00	\$ 1,440.00	\$ 55.00	\$ 1,980.00
3		REHAB DEFLECTION JOINTS & SURFACE FINISH BRIDGE	LS	\$ 10,000.00	1	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00	\$ 10,000.00	\$ 10,000.00
4		TRAFFIC CONTROL	LS	\$ 2,500.00	1	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,200.00	\$ 3,200.00
					Subtotal:	\$ 29,813.30		\$ 35,931.50	Subtotal:	\$ 29,980.50
Bridge 28512 - CSAH 6										
1	2433.618	MMA FLOOD SEAL	SF	\$ 3.15	6135	\$ 19,325.25	\$ 3.25	\$ 19,938.75	\$ 2.50	\$ 15,337.50
2		SPECIAL SURFACE FINISH BRIDGE	LS	\$ 10,000.00	1	\$ 10,000.00	\$ 16,000.00	\$ 16,000.00	\$ 5,200.00	\$ 5,200.00
3		TRAFFIC CONTROL	LS	\$ 2,500.00	1	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00
					Subtotal:	\$ 31,825.25		\$ 38,938.75	Subtotal:	\$ 24,537.50
Bridge 28521 - CSAH 6										
1		REPAIR DELAMINATED AREAS IN DECK	SF	\$ 20.00	75	\$ 1,500.00	\$ 38.00	\$ 2,850.00	\$ 90.00	\$ 6,750.00
2	2433.618	MMA FLOOD SEAL	SF	\$ 3.15	4628	\$ 14,578.20	\$ 3.25	\$ 15,041.00	\$ 3.00	\$ 13,884.00
3		SURFACE FINISH BRIDGE	LS	\$ 8,000.00	1	\$ 8,000.00	\$ 14,000.00	\$ 14,000.00	\$ 7,200.00	\$ 7,200.00
4		TRAFFIC CONTROL	LS	\$ 2,500.00	1	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00
					Subtotal:	\$ 26,578.20		\$ 34,891.00	Subtotal:	\$ 32,834.00
Bridge 28520 - CSAH 7										
1		CLEAN AND SEAL POURED JOINTS	LF	\$ 10.00	120	\$ 1,200.00	\$ 40.00	\$ 4,800.00	\$ 29.00	\$ 3,480.00
2		SAND BLAST, CLEAN & SEAL DECK CRACKS	LF	\$ 3.50	775	\$ 2,712.50	\$ 6.00	\$ 4,650.00	\$ 6.50	\$ 5,037.50
2		TRAFFIC CONTROL	LS	\$ 2,500.00	1	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00
					Subtotal:	\$ 6,412.50		\$ 12,450.00	Subtotal:	\$ 12,517.50
						Total for Houston County Bridges		\$ 94,629.25		
								\$ 122,211.25		
									\$ 99,869.50	

Houston County Agenda Request Form

Date Submitted: March 7, 2022 Board Date: March 22, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Landowner has requested the county vacate a portion of County State Aid Highway 3 right-of-way within the City of Brownsville.

The draft Resolution and Certificate of Survey shows the County keeping 70' of right-of-way from the road centerline on the north side of CSAH 3, with the remaining portion being vacated.

Attachments/Documentation for the Board's Review:

CSAH 3 vacation options, Resolution, Certificate of Survey - Exhibit A, and Landowner Notice

Justification:

Action Requested:

Board action on vacate or keep that portion of existing right-of-way shown within survey.

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

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



**HOUSTON COUNTY
DEPARTMENT OF TRANSPORTATION**

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

Brian K. Pogodzinski, Houston County Engineer

TO: Houston County Board of Commissioners

FROM: Brian K. Pogodzinski, County Engineer

RE: Vacate portion of Right of Way along County State Aid Highway 3 within the Brownsville City limits

Date: March 3, 2022

Summary

Bryan Russert and Shane Colsch has requested that the County Board authorize the vacation of a portion of Right of Way along County State Aid Highway 3 in the City of Brownsville that may no longer be needed. Mr. Russert has the underlying rights to the land where the existing permanent easement is contained.

Background

A portion of County State Aid Highway 3, located within the City of Brownsville, west of Cork Hollow Dr, was realigned in 1998. One of the results of this project is that land was purchased in segments parallel to the roadway out to widths needed to construct the roadway at that time. Once the roadway was constructed, permanent highway easement on the backslope was retained.

A portion of County State Aid Highway 3 Right of Way may no longer be needed for highway purposes. This portion of the Right of Way, if vacated and turned back to the adjacent property owner, may be beneficial to the County and City for private usage. The vacation area is indicated on Exhibit A.

Alternatives

- Vacate the portion of the Right of Way for CSAH 3 that is no longer required
- Vacate a smaller portion of unneeded Right of Way
- Take no action and keep Right of Way as currently configured

Respectfully,

Brian K. Pogodzinski
Houston County Engineer

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

RESOLUTION NO. 22-23

WHEREAS, County State Aid Highway 3 was relocated and altered and opened for travel, and;

WHEREAS, County State Aid Highway 3 as relocated and altered took the place and serves the same purpose as the portion of old County State Aid Highway 3 as referenced in Project SAP 28-603-012 construction plan set, Sheet 9 of 27, between stations 32+00.00ft (0+975.36m) and 33+77.84ft (1+028.65m), and;

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

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

WHEREAS, on March 22, 2022, the Houston County Board, by majority vote, voted that pursuant to Minn. Stat. 163.11 it resolved to revoke a portion of County State Aid Highway 3 easement as referenced in Project SAP 28-603-012 construction plan set, Sheet 9 of 27, between stations 32+00.00ft (0+975.36m) and 33+77.84ft (1+028.65m), and;

NOW THEREFORE BE IT RESOLVED,

1. That the portion of County State Aid Highway 3 easement within the Southwest Quarter of Section 26, Township 103 North, Range 4 West of the 5th Principal Meridian, City of Brownsville, Houston County, Minnesota, and more particularly described as follows:

Commencing at the West Quarter Corner of said Section, Thence **South 89°17'23" East 1326.79 feet** along the North Line of said Southwest Quarter; Thence **South 00°33'12" East 573.19 feet** to the North Right-of-Way Line of County State Aid Highway 3, as described in Document #195892* and the Point of Beginning; Thence **Northeasterly 34.28 feet** along a 1305.92 foot radius curve concave Southeasterly (said Curve having a long chord of North 61° 06' 45" East, 34.28 feet); Thence **South 28°08'08" East 10.00 feet**; Thence **Northeasterly 113.09 feet** along a 1295.92 foot radius curve concave Southeasterly (said Curve having a long chord of North 64° 21' 52" East, 113.05 feet); Thence **South 23°08'08" East 80.00 feet** all along the North Right-of-Way Line of said County State Aid Highway 3; Thence **Southwesterly 188.70 feet** along a 1215.92 foot radius curve concave Southeasterly (said Curve having a long chord of South 62° 25' 07" West, 188.51 feet) 70.00 feet Northerly distant from and parallel with the Centerline of said County State Aid Highway 3; Thence **North 00°33'12" West 104.20 feet** to the Point of Beginning. Containing **0.322 acre**, subject to any easements of record, indicated as area of turnback on Exhibit A, shall be vacated pursuant to Minn. Stat. 163.11;

2. That the Houston County Board directs that this resolution shall be served personally on each occupant of land through which the vacated portion of highway passes;

3. That this vacation shall not affect existing Easements therein except for any County Highway Easements which are hereby being vacated, nor shall it affect the authority of any persons, corporation, or municipality owning or controlling ingress/egress, electric poles or lines, telephone, gas, and sewer lines, or water pipes, mains, and hydrants, thereon or thereunder to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace, remove, or otherwise attend thereto;
4. That the Houston County Board directs that this resolution shall be posted for a period of at least ten (10) days in the Office of the Houston County Auditor-Treasurer;
5. That the Houston County Board directs that a copy of this resolution together with proof of service and affidavit of posting shall be filed in the Office of the Houston County Auditor.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

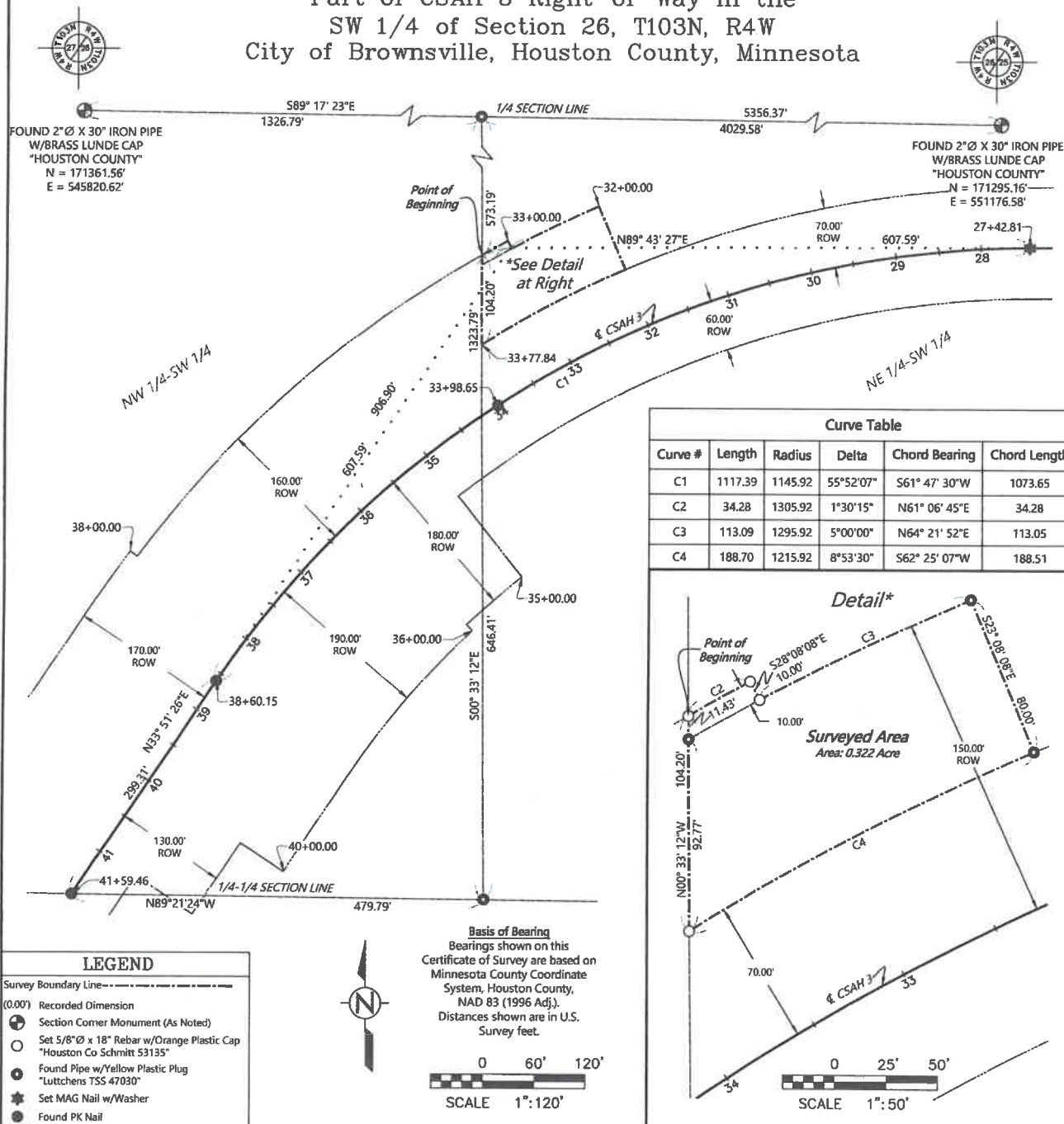
I, Donna Trehus, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners dated _____.

WITNESS my hand and the seal of my office this _____ day of _____, 2022.

(SEAL)

Donna Trehus, Houston County Auditor-Treasurer

Certificate of Survey
Part of CSAH 3 Right-of-Way in the
SW 1/4 of Section 26, T103N, R4W
City of Brownsville, Houston County, Minnesota



Legal Description:

That part of the Southwest Quarter of Section 26, Township 103 North, Range 4 West of the 5th Principal Meridian, City of Brownsville, Houston County, Minnesota, and more particularly described as follows:

Commencing at the West Quarter Corner of said Section,

Thence South 89°17'23" East 1326.79 feet along the North Line of said Southwest Quarter;

Thence South 00°33'12" East 573.19 feet to the North Right-of-Way Line of County State Aid Highway 3, as described in Document #195892* and the Point of Beginning;

Thence Northeasterly 34.28 feet along a 1305.92 foot radius curve concave Southeasterly (said Curve having a long chord of North 61° 06' 45" East, 34.28 feet);

Thence South 28°08'08" East 10.00 feet;

Thence Northeasterly 113.09 feet along a 1295.92 foot radius curve concave Southeasterly (said Curve having a long chord of North 64° 21' 52" East, 113.05 feet);

Thence South 23°08'08" East 80.00 feet all along the North Right-of-Way Line of said County State Aid Highway 3;

Thence Southwesterly 188.70 feet along a 1215.92 foot radius curve concave Southeasterly (said Curve having a long chord of South 62° 25' 07" West, 188.51 feet) 70.00 feet Northerly distant from and parallel with the Centerline of said County State Aid Highway 3;

Thence North 00°33'12" West 104.20 feet to the Point of Beginning.

Containing 0.322 acre, subject to any easements of record.

*All referenced documents are recorded in the County Recorder's office, Caledonia, Minnesota.



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Eric L. Schmitt

Date: 1/19/22

License #53135



Prepared By and Return To:
Houston County Surveyor's Office
304 South Marshall Street,
Caledonia, Minnesota 55921

Requested By: Houston County Board of Commissioners

Fieldwork Completed: 12/31/2021

Sheet: 1 of 1



**HOUSTON COUNTY
DEPARTMENT OF TRANSPORTATION**

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

Brian K. Pogodzinski, Houston County Engineer

Date: March 3, 2022

TO: Bryan Russert
1106 Ramsey St
Brownsville, MN 55919

Notice to Vacate / Abandon unneeded Right of Way

To Whom It May Concern:

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

In 1998, a portion of Houston County State Aid Highway 3 was realigned and the remainder of both the old and new right-of-way was retained.

At the _____ Houston County Board of Commissioners meeting, a resolution was passed vacating a portion of the County State Aid Highway 3 right-of-way. A copy of the resolution and sketch of vacated road is enclosed.

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

Respectfully,

Brian K. Pogodzinski
Houston County Engineer

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

Houston County Agenda Request Form

Date Submitted: March 14, 2022 Board Date: March 22, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The Wieser Brothers contract had a \$20,000 allowance for Hazardous Material Abatement & Testing. The actual cost for the testing and abatement is \$28,453.85

Attachments/Documentation for the Board's Review:

Change Order Request #39

Justification:

Material testing and abatement is required prior to demolishing the old highway building

Action Requested:

Request approval for an additional \$8,453.85 for hazardous material testing and abatement.

For County Use Only			
<u>Reviewed by:</u>	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning Administrator
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	<input type="checkbox"/>
<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 #39

Project Name: Houston County Hwy Department

Job # 220193

Date: 3/11/2022

DESCRIPTION OF WORK TO BE DONE:

Asbestos containing material (ACM) abatement at vacant county building scheduled for demolition.

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Hazardous Material Abatement & Testing	-\$20,000.00				-\$20,000.00
Braun Intertec Testing	\$4,143.85				\$4,143.85
ACM Abatement & Permitting	\$24,310.00				\$24,310.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal	\$8,453.85	\$0.00	\$0.00	\$0.00	
					Subtotal \$8,453.85
					Contractor's Fee \$0.00
					Total for Change Order \$8,453.85

Approval: _____

Date: _____

Houston County Agenda Request Form

Date Submitted: March 15, 2022 **Board Date:** March 22, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Approve resolution to accept Houston County Right of Way Plat No. 84 for reconstruction of State Aid Project 028-612-014.

Attachments/Documentation for the Board's Review:

Resolution is attached.

Justification:

Houston County approves and accepts Houston County Right of Way Plat No. 84 as designating the definite location of that part of County State Aid Highway 12, located in Section 22, Township 102 North, Range 6 West, as presented on this date, March 22, 2022, and authorizes it to be filed of record with the Houston County Recorder.

Action Requested:

Approve the resolution.

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

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. 22-22

RESOLUTION TO APPROVE AND ACCEPT HOUSTON COUNTY RIGHT OF WAY PLAT NO. 84 FOR THE RECONSTRUCTION OF STATE AID PROJECT 028-612-014.

WHEREAS; Houston County desires to improve and reconstruct County State Aid Highway 12, Located 0.5 Miles West of the Junction with Prairie Ridge Road, with Grading, Bridge Replacement (No. 88421 Old)(No. 28J67 New), Aggregate Base, identified as SAP 028-612-014; and

WHEREAS; the Houston County Highway Department and the Houston County Surveyor have prepared Houston County Right of Way Plat Number 84 to identify and delineate the right of way and temporary easements within the State of Minnesota required for this project; and

NOW THEREFORE BE IT RESOLVED; that Houston County approves and accepts Houston County Right of Way Plat No. 84 as designating the definite location of that part of County State Aid Highway 12, located in Section 22, Township 102 North, Range 6 West, as presented on this date, March 22, 2022, and authorizes it to be filed of record with the Houston County Recorder.

BE IT FURTHER RESOLVED that Greg Myhre, Houston County Board of Commissioners Chairperson, is hereby authorized to execute and sign the Certification statement on said plat on behalf of Houston County.

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

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Donna Trehus, do hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by Houston County at a duly authorized meeting thereof held on the 22nd day of March 2022, as shown by the minutes of said meeting in my possession.

WITNESS my hand and seal of my office the 2nd of November 2022.

(SEAL)

Donna Trehus, County Auditor-Treasurer

Houston County Agenda Request Form

Date Submitted: 3/16/2022

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

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

Issue:

The State Auditor recommends that counties periodically identify and write off delinquent accounts that are determined to be uncollectable. Additionally, State law governs most debt collection and sets the statute of limitations (SOL) to six years from the date of the debt. (MN Stat. 541.05)

Attachments/Documentation for the Board's Review:

List of proposed writeoffs totalling \$51,405.03 for Board review and approval.

Justification:

Action Requested:

Review and approve writeoffs as presented.

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

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

MAIL TO: Houston County Dept. of Human Services

A/R Aging Summary

As of February 16, 2022

Proposed claims to write off

	Client	> 90	Notes
	DA	\$ 9,458.26	On RR, no vol pmts, SOL reached
	KB	\$ 77.00	Qualified for reduced rate, vol pmt in 2013, no SSN match to put on RR, SOL reached
	LB	\$ 2,546.38	On RR, SOL reached, client passed away in 2020
	CC	\$ 3,041.30	On RR, no vol pmts, SOL reached
	JE	\$ 688.90	Client passed in 2017
	JEE	\$ 4,104.45	On RR, no vol pmts, SOL reached
	DE	\$ 1,180.00	On RR, no vol pmts, mother is living in China now
	KH	\$ 824.46	Client passed away 5/2020
	DH	\$ 163.80	On RR, no vol pmts, SOL reached
	BK	\$ 1,257.89	On RR, no vol pmts, SOL reached
	KL	\$ 711.69	On RR, no vol pmts, SOL reached
	JR	\$ 1,463.16	On RR, no vol pmts, SOL reached
	TR	\$ 2,108.32	On RR, no vol pmts, SOL reached
	JS	\$ 384.61	On RR, no vol pmts, SOL reached
	JT	\$ 5,268.60	On RR, no vol pmts, SOL reached
	PV	\$ 1,091.00	On RR, no vol pmts, SOL reached
	MW	\$ 4,047.76	On RR, no vol pmts, SOL reached, IL last known address
	TW	\$ 2,231.10	On RR, no vol pmts, SOL reached, IL last known address
	AW	\$ 5,968.77	On RR, no vol pmts, SOL reached
	JW	\$ 345.00	On RR, no vol pmts, SOL reached
	KW	\$ 4,075.87	On RR, no vol pmts, SOL reached
	LY	\$ 366.71	On RR, no vol pmts, SOL reached
TOTAL		\$ 51,405.03	

Houston County Agenda Request Form

Date Submitted: March 18, 2022 Board Date: March 22, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The county airport has limited land space available for future airport related improvements, such as relocating and constructing hangars, and the FAA & MnDOT Aeronautics are recommending the county purchase additional land for future airport needs. An agreement has been reached with the adjacent landowner to purchase 7.93 acres for airport use.

Attachments/Documentation for the Board's Review:

Land purchase documents

Justification:

The proposed purchase will provide additional space to relocate existing airport obstructions and new hangars to meet current and future demand.

Action Requested:

Approve land purchase.

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

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



**HOUSTON COUNTY
DEPARTMENT OF TRANSPORTATION**

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

Brian K. Pogodzinski, Houston County Engineer

Ervin Barth
17149 State 76
Caledonia, MN 55921

RE: Project No. Houston County Airport

Property Description: Exhibit A – Certificate of Survey; Parcel No. 03.0397.000

The County of Houston hereby submits to you an offer of \$ 80,036.32 which amount is its appraised fair market value of the above referenced property and/or certain rights therein, disregarding any change in the before value of the property caused by the proposed improvement.

The County's appraisal of fair market value is based on appraisals made by the County Board of Commissioners and/or an independent appraiser. This purchase offer does not prohibit you from donating the land necessary to construct this project.

You will have a reasonable length of time to consider the offer (approximately 10 days). To aid in your decision, you may want to secure your own appraisal. The County of Houston will reimburse you in an amount not to exceed \$1,500.00 for the actual cost of an appraisal. Reimbursement cannot be made, however, until your property is acquired.

Minnesota law also provides that the owner and/or occupants of property being acquired will be reimbursed for the actual cost of moving personal property and for certain incidental costs incurred by the property owner in transferring title to the County.

If you decide to accept the County's offer, the land will be acquired by purchase and you will be paid upon satisfactory evidence of merchantable title. If the title is faulty or the offer is unacceptable, you may have your property acquired in an eminent domain proceeding.

This letter is furnished to inform you as to procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgement does not in any way commit you to an acceptance of the offer.

Sincerely,

Brian K. Pogodzinski
Houston County Engineer

Receipt is acknowledged of original of this letter and the legal description of the property and/or rights to be acquired

Date: _____

Owner: Ervin Barth

(Top 3 inches reserved for recording data)

WARRANTY DEED
Individual(s) to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.1.3 (2018)

eCRV number: _____

DEED TAX DUE: \$ _____

DATE: 03/18/2022
(month/day/year)

FOR VALUABLE CONSIDERATION, Ervin Barth, a Single Person

(insert name and marital status of each Grantor)

_____ ("Grantor"),

hereby conveys and warrants to Houston County

(insert name of each Grantee)

a political subdivision under the laws of the State of Minnesota ("Grantee"),

real property in Houston County, Minnesota, legally described as follows:

See attached Exhibit A

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

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor



(signature) Ervin Barth

(signature)

(signature)

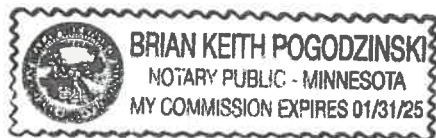
(signature)

State of Minnesota, County of Houston

This instrument was acknowledged before me on 03/18/2022, by Ervin Barth, a Single Person.
 (month/day/year)

(insert name and marital status of each Grantor)

(Stamp)




(signature of notary officer)

Title (and Rank): County Commissioner

My commission expires: 01/31/2025
 (month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
 (insert name and address)

Houston County Highway Department
 1124 E. Washington Street
 Caledonia, MN 55921

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
 INSTRUMENT SHOULD BE SENT TO:

(insert legal name and residential or business address of Grantee)

Houston County Highway Department
 1124 E. Washington Street
 Caledonia, MN 55921

Exhibit A

That part of the North Half of the Southwest Quarter of the Northwest Quarter of Section 36, Township 102 North, Range 6 West, Houston County, Minnesota, described as:

Commencing at the Northwest Corner of said Section 36; thence South 00 degrees 09 minutes 07 seconds East, (Minnesota County Coordinate System - Houston County Zone - HARN NAD83 - 2011), along the west line of the Northwest Quarter of the Northwest Quarter of said Section 36, a distance of 1317.12 feet to the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 36; thence North 89 degrees 14 minutes 45 seconds East along the north line of the Southwest Quarter of the Northwest Quarter of said Section 36, a distance of 588.24 feet to the point of beginning; thence South 00 degrees 44 minutes 09 seconds East, a distance of 322.80 feet; thence South 45 degrees 36 minutes 45 seconds East, a distance of 476.80 feet more or less to the south line of said North Half of the Southwest Quarter of the Northwest Quarter of Section 36; thence North 89 degrees 23 minutes 03 seconds East, along said line, a distance of 390.75 feet; to the east line of the Southwest Quarter of the Northwest Quarter of said Section 36; thence North 00 degrees 06 minutes 26 seconds West along said east line, a distance of 661.77 feet to the Northeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 36; thence South 89 degrees 14 minutes 45 seconds West along said north line, a distance of 734.43 feet to the point of beginning.

EXCEPTING THEREFROM THE TWO BELOW PARCELS: A parcel of land located in the southwest quarter of the northwest quarter of Section 36, Township 102 North of Range 6, West of the Fifth Principal Meridian described as commencing at the northeast corner of said southwest quarter of the northwest quarter, thence west 380 feet, thence south 44 degrees 51 minutes 30 seconds east a distance of 544 feet; thence north 396 feet to the point of beginning, containing 1.73 acres, more or less. Also a strip of land one rod in width adjacent to and southwesterly of the above described parcel, containing 0.2 acres, more or less.

The premises are subject to the Conservation Reserve Program Contract with the United State Department of Agriculture. Grantees hereby agree that Grantees and any successors in interest will abide by the terms and conditions of the CRP Contract in all respects. Grantees are entitled to the CRP payments in the year 2022. Grantees agree to indemnify, defend and hold Grantors harmless from any and all damages, refunds, reductions, penalties, costs, expenses and attorneys' fees claimed from and/or incurred by Grantors as a result of any default in any respect by Grantees as concerns of the CRP Contract above referred to. This covenant shall run with the land and may be enforced in equity by injunction, at law for damages, and/or in equity to enforce the indemnification agreement set forth above. This agreement shall further bind all heirs, successors and assigns of the Grantees.

EXHIBIT A
SHEET 1 OF 2

LEGEND

○ 3/4" IRON PIPE MONUMENT SET
MARKED BY LIC. NO. 26748

NW CORNER
SECTION 36-102-6
FOUND CAST IRON MONUMENT

WEST LINE
NW 1/4 - NW 1/4
SEC. 36-102-6

16.5' INGRESS/EGRESS
BASEMENT GRANTED TO
BURG
DOCUMENT 103872

POINT OF
BEGINNING

S 89°14'45" W 734.43

380 (DEED)

N 89°14'45" E
588.24

NW CORNER
SW 1/4 - NW 1/4
SEC. 36-102-6

NORTH LINE
SW 1/4 - NW 1/4
SEC. 36-102-6

16.5 FOOT WIDE
EXCEPTION
0.2± ACRES

7.93 ACRES IN NEW
ACQUISITION

NE CORNER
SW 1/4 - NW 1/4
SEC. 36-102-6

N 45°36'45" W 565.32

396 (DEED)

N 00°06'26" W 661.77

EXCEPTION
1.73± ACRES

SOUTH LINE
NORTH 1/2-SW 1/4 - NW 1/4
SEC. 36-102-6

S 45°36'45" E 476.80

N 00°06'26" W
261.01

N 89°23'03" E 390.75

EAST LINE
SW 1/4 - NW 1/4
SEC. 36-102-6

SW 1/4 - NW 1/4



SCALE IN FEET

Horizontal Datum: 2011 Houston County Coordinate System

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CERTIFICATE OF SURVEY
HOUSTON COUNTY, MINNESOTA

HOUSTON COUNTY AIRPORT
PART OF THE SW 1/4 - NW 1/4 OF SECTION 36, TOWNSHIP
102 NORTH, RANGE 6 WEST, HOUSTON COUNTY,
MINNESOTA
FOR: HOUSTON COUNTY



1960 PREMIER DRIVE
MANKATO, MINNESOTA 56001
(507) 625-4171

SDB124279E

JOB NUMBER: OT5.124279

FIELD BOOK:

DRAWN BY: CDS

60.0 S36-T102N-R6W

H:\HOCO\OT5124279\CAD\C3D\124279_V_PROP4.dwg 3/14/2022 8:48 AM

EXHIBIT A
SHEET 2 OF 2

DESCRIPTION

That part of the North Half of the Southwest Quarter of the Northwest Quarter of Section 36, Township 102 North, Range 6 West, Houston County, Minnesota, described as:

Commencing at the Northwest Corner of said Section 36; thence South 00 degrees 09 minutes 07 seconds East, (Minnesota County Coordinate System - Houston County Zone - HARN NAD83 - 2011), along the west line of the Northwest Quarter of the Northwest Quarter of said Section 36, a distance of 1317.12 feet to the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 36; thence North 89 degrees 14 minutes 45 seconds East along the north line of the Southwest Quarter of the Northwest Quarter of said Section 36, a distance of 588.24 feet to the point of beginning; thence South 00 degrees 44 minutes 09 seconds East, a distance of 322.80 feet; thence South 45 degrees 36 minutes 45 seconds East, a distance of 476.80 feet more or less to the south line of said North Half of the Southwest Quarter of the Northwest Quarter of Section 36; thence North 89 degrees 23 minutes 03 seconds East, along said line, a distance of 390.75 feet; to the east line of the Southwest Quarter of the Northwest Quarter of said Section 36; thence North 00 degrees 06 minutes 26 seconds West along said east line, a distance of 661.77 feet to the Northeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 36; thence South 89 degrees 14 minutes 45 seconds West along said north line, a distance of 734.43 feet to the point of beginning.

EXCEPTING THEREFROM THE TWO BELOW PARCELS: A parcel of land located in the southwest quarter of the northwest quarter of Section 36, Township 102 North of Range 6, West of the Fifth Principal Meridian described as commencing at the northeast corner of said southwest quarter of the northwest quarter, thence west 380 feet, thence south 44 degrees 51 minutes 30 seconds east a distance of 544 feet; thence north 396 feet to the point of beginning, containing 1.73 acres, more or less. Also a strip of land one rod in width adjacent to and southwesterly of the above described parcel, containing 0.2 acres, more or less.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Janele Fowlds

Janele Fowlds
License Number 26748

11/22/2021
Date

Date of Second Revision 3/11/2022

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CERTIFICATE OF SURVEY
HOUSTON COUNTY, MINNESOTA



1960 PREMIER DRIVE
MANKATO, MINNESOTA 56001
(507) 625-4171

HOUSTON COUNTY AIRPORT
PART OF THE SW 1/4 - NW 1/4 OF SECTION 36, TOWNSHIP
102 NORTH, RANGE 6 WEST, HOUSTON COUNTY,
MINNESOTA
FOR: HOUSTON COUNTY

SDB124279E

JOB NUMBER: 0T5.124279

FIELD BOOK:

DRAWN BY: CDS

H:\HOCO\0T5124279\CAD\C3D\124279 V PROP4.dwg 3/14/2022 8:49 AM

60.0 S36-T102N-R6W

REAL PROPERTY ACQUISITION CERTIFICATE

Houston County Airport

Prop. ID No. 03.0397.000

Project Description: Exhibit A – Certificate of Survey (Attached)

Exhibit A Owner's Name Ervin Barth

Address 17149 State 76

Caledonia, MN 55921

Description of Taking: Warranty Deed

Appraisal Computations:

7.93 Acre Acquired @ \$ 9,273.18 /Ac. = \$ 73,536.32

Damages to Remainder:

Damages due to impacts to remainder of field \$ 6,500.00

\$

\$

Subtotal

\$

Total Appraised Value of Acquisition: \$ 80,036.32

CERTIFICATION

That John Campe personally inspected the property herein appraised and the property owner or their representative was afforded the opportunity to accompany him at the time of the inspection.

That John Campe's independent opinion of the fair market value of the acquisition as of the 10th day of March, 2022 is \$80,036.32 and that the conclusion set forth in his appraisal was reached without collaboration or direction as to value.

Therefore the Value Certified for
Acquisition by Houston County is: \$ 80,036.32


County Engineer

3/18/2022
Date

I(We), the landowner(s), agree to the above Fair Market Appraisals and accept the offer of Houston County.


Signature of Owner - Ervin Barth

March 18 2022
Date

Houston County Agenda Request Form

Date Submitted: March 18, 2022 Board Date: March 22, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to accept all quotes for CP 2022-03 for equipment rental.

Attachments/Documentation for the Board's Review:

Abstract for CP 2022-03 Equipment Rental

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

Justification:

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

Action Requested:

Board approval to accept all quotes.

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

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

Houston County Agenda Request Form

Date Submitted: March 18, 2022 Board Date: March 22, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to accept all quotes for CP 2022-02 for aggregate stock piles.

Attachments/Documentation for the Board's Review:

Abstract for CP 2022-02 Stockpile Quotes

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

Justification:

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

Action Requested:

Board approval to accept all quotes.

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