

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: August 8, 2023

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present: Interim Auditor/Treasurer Polly Heberlein, Reporter Rachel Stock, Reporter Charlene Selbee, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Environmental Services Director Martin Herrick, Deputy Auditor/Treasurer Mark Bennett, Recorder Mary Betz, Sheriff Brian Swedberg, and Public Health and Human Services Director John Pogleasa

Presiding: Chairperson Severson

Call to order.

Pledge of Allegiance.

Prior to a motion being made Commissioner Johnson said Action Item No. 2 needed to be pulled from the agenda due to an agreement not being received by the County in time for the meeting. Motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to approve the agenda with the change.

Motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to approve the meeting minutes from August 1, 2023.

Public Comment:

None.

APPOINTMENTS

None.

CONSENT AGENDA

Motion by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to approve the consent agenda.

- 1) Hire Matthew Kuehl, as a 1.0 FTE probationary Lead Jailer/Dispatcher, B32 Step 6, effective 08/27/2023 conditioned upon successful completion of Sheriff's Office background check. (Kruger)
- 2) Hire Derek St Mary as a 1.0 FTE probationary Jailer/Dispatcher, B23 Step 1, effective 08/27/2023 conditioned upon successful completion of Sheriff's Office background check. (Kruger)

ACTION ITEMS

File No. 1 – Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve a CUP for Sean Mazzei to have a cabin in the ag district in Winnebago Township.

File No. 2 – This item was removed from the agenda.

DISCUSSION ITEMS

Commissioners discussed recent meetings and events they had attended including a Land Use meeting, Hiawatha Valley Mental Health Planning meeting, Community Services meeting, Childcare Appreciation Provider Picnic, and National Night Out.

Commissioner Johnson said voting on the referendum for the Houston School District was taking place August 8th 2023.

The Commissioners said the Houston County Fair was coming up the following week.

Commissioner Johnson said he had attended a Land Use meeting. During the meeting a potential development near Pine Creek was discussed with Environmental Services Director Martin Herrick. Commissioner Johnson said it was important to follow the new Comprehensive Land Use Plan that had recently been adopted by the County. Commissioner Johnson said he had spoke to Attorney Jandt on the matter and was told the County would recommend denial if the project officially came forward as it did not meet the requirements of the Comprehensive Land Use Plan and would be on prime ag land. Commissioner Schuldt said the County had not received any official applications or plans relating to the project.

The Commissioners discussed the Houston County Jail and the ending of the Winona County contract in September of 2023. Commissioners Severson and Schuldt had been meeting with jail staff to discuss options for the jail once the contract ended. Commissioner Schuldt said they were currently operating with the minimum amount of staff possible. He said jail staff was looking into lots of possible options for the future. Commissioner Johnson said all possibilities should be looked at including the possibility of needing to close the jail. Commissioner Johnson said he did not see the jail population growing and currently there were only around four or less Houston County inmates in the jail at any given time. Commissioner Schuldt said the County did have a responsibility to have a holding space for people who were arrested in Houston County. If

that was not at the Houston County Jail the County would need to contract with another County for a holding space. Schuldt said it would be the responsibility of the County to do the transport if another jail was used.

There being no further business at 9:47 a.m. motion was made by Commissioner Myhre, seconded by Commissioner Johnson motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on August 15, 2023.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Dewey Severson, Chairperson

Attest: _____
Polly Heberlein, Interim Auditor/Treasurer

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: August 15, 2023

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present:

Finance Director Carol Lapham, Interim Auditor/Treasurer Polly Heberlein, Sheriff Brian Swedberg, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Deputy Auditor/Treasurer Mark Bennett, Jail Administrator Dean Ott, Department of Corrections Dan Lipa, and UMN Extension Regional Director Lisa Dierks

Board Workgroup Session

Call to order.

UMN Extension Regional Director Lisa Dierks discussed the 2024 Extension Department budget proposal with the Commissioners and Finance Director Lapham. Dierks said her job was to be a liaison between Extension and the counties in South East Minnesota. Extension was asking for an increase in the categories of software and office supplies in Houston County for 2024 in addition to regular contract increases. They were also requesting to increase to the administrative support position in Houston County to full time. The increase would be helpful to the Ag Educator who would be able spend additional time out in the community if there was more help with administrative tasks. Houston County currently had a summer coordinator that would no longer be needed if the administrative support position was full time. The net increase for a full time administrative support position would be \$11,797. Commissioner Johnson said the current staff people were very active and doing a great job.

The Commissioners had a lengthy discussion with Sheriff Swedberg, Jail Administrator Ott, Finance Director Lapham, and Dan Lipa from the Department of Corrections (DOC) regarding the future of the Houston County Jail. There were several factors to discuss and consider. The Winona contract would be ending in the near future, and Houston County would be losing the revenue from the contract in 2024. Houston County typically saw six or less Houston County people in the jail. Lapham said there were two Houston County people in the jail that day. Ott said jail/dispatch was currently operating with minimum staff. Lipa explained that requirements for staffing depended on how many inmates were in the jail and the time of day. If five or less people were in the jail less staff was required than if more than five people were in the jail. Ott said additional staff was needed in the jail especially during the day for things like court appearances, bookings, zoom probation meetings, and suicide watches. There were also rules regarding the

gender of jailers. Both genders were needed on staff as opposite genders could not oversee certain things. Commissioner Johnson said all possibilities should be looked at concerning the jail including the possibility of closing the jail and contracting out the jail services. Ott said he had found some savings for 2024 including a less expensive meal plan. Sheriff Swedberg said he had checked with Winona County and they were willing to house Houston County inmates for \$60.00 per day. This was the same rate Houston County was currently charging them. Ott said he had heard that many agencies were upping the amount they charged to hold inmates for other agencies to \$75.00 per day. Commissioner Schuldt said the amount could be as much as doubled for problem inmates. Sheriff Swedberg said he was anticipating around a \$278,000 increase in the jail/dispatch budget for 2024 assuming the jail remained open. The budget for just jail/dispatch for 2024 would be around 1.8 million. Sheriff Swedberg said he had done a rough estimate and thought that contracting out jail services and closing the Houston County Jail could save around \$488,000 per year. Sheriff Swedberg said the County would still have to consider the cost of transporting people who were arrested and the booking process. He was not sure how much this would cost. He said some counties who contracted out jail services had city police officers transport people who were arrested and going to jail while in some Counties a County deputy would do the transport. Commissioner Severson and Schuldt expressed concern regarding the transport. The transport could be an extra burden on the cities, and there could be an issue with coverage in the City if an officer on duty needed to be gone for a period of time due to a transport. Commissioner Severson said he was concerned about safety. Commissioner Schuldt said it was hard to predict how many people would be arrested and in jail in Houston County in the future. Commissioner Burns said both the tax implication and safety implications should be considered. No final decisions were made on the matter. Sheriff Swedberg and Lapham said they would meet to get more accurate and final numbers regarding options and the budget.

Sheriff Swedberg discussed with the Commissioners a few additional topics including minor additional costs to the Sheriff's Department budget if the ordinance regarding a now wake zone near shore acres were to be passed, purchasing new equipment with a one time appropriation, and his office assisting at the Houston County Fair.

Lapham said the date for Department Heads to submit budgets to her had passed, but that she was still waiting for some budgets to be submitted. The Commissioners would need to set the preliminary budget by the end of September 2023.

The meeting ended at 11:16 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Dewey Severson, Chairperson

Attest: _____
Polly Heberlein, Interim Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
August 22, 2023**

Date Submitted: August 17, 2023

By: Tess Kruger, HRD/Facilities Mgr.

ACTION

- **NONE**

APPOINTMENT REQUEST

- **NONE**

HR CONSENT AGENDA REQUEST

Dept. of Corrections

- **Change Nancy Welsh's status from the temporary 0.8 FTE assignment to the position's regular assignment of 0.7 FTE, effective 09/11/2023**

Information Systems

- **Change the employment status of Network/Help Desk Technician, Keyloe Xiong from probationary to regular, effective 9/07/2023**

Sheriff's Office

- **Reassign Christopher Frick, from Patrol Sgt. C43 to Investigator C43, (lateral transfer) retroactive to 08/14/2023**
- **Initiate an internal search for a 1.0 FTE Patrol Sgt.**

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

HOUSTON COUNTY AGENDA REQUEST FORM

Date Submitted: 08.22.23

By: Polly Heberlein, Interim Auditor/Treasurer

Consent Agenda:

Consider approving an Exempt Permit for Minnesota Lawful Gambling Application LG220 for Caledonia Girls Court Club INC for gambling (raffle) activities to be conducted at Ma Cal Grove Country Club in Caledonia Township with a drawing to be held on October 27, 2023, with no waiting period.

Reviewed by:

____ **HR Director**

____ **Finance Director**

____ **IS Director**

____ **County Attorney**

____ **Environmental Svcs**

____ **County**

____ **Sheriff**

____ **County**

____ **Engineer**

____ **XX**

____ **Other**

____ **Other**

____ **(indicate**

____ **dept)**

____ **Caledonia
Township**

____ **Auditor/Treasurer**

Recommendation:

Decision:

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/23
Page 1 of 3

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Caledonia Girls Court Club INC

Previous Gambling Permit Number: X- [REDACTED]

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: 825 N Warrior Ave

City: Caledonia State: MN Zip: 55921 County: Houston

Name of Chief Executive Officer (CEO): Jim Hoscheit

CEO Daytime Phone: [REDACTED] CEO Email: [REDACTED]

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Ma Cal Grove Country Club

Physical Address (do not use P.O. box): 15939 State 76

Check one:

☐ City: _____ Zip: _____ County: _____

☒ Township: Caledonia Zip: 55921 County: Houston

Date(s) of activity (for raffles, indicate the date of the drawing): 10-27-2023

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: Caledonia Township

Signature of Township Officer: Donise Helle B. Becker

Title: Supervisor Date: 8/15/2023

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Jim Hoscheit Date: 8/15/2023

(Signature must be CEO's signature; designee may not sign)

Print Name: Jim Hoscheit

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

a copy of your proof of nonprofit status; and application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651 539 1900.

RESOLUTION NO. 23-29

**MINNESOTA LAWFUL GAMBLING PERMIT APPROVAL
CALEDONIA GIRLS COURT CLUB INC**

August 22, 2023

BE IT RESOLVED, the Houston County Board of Commissioners does hereby approve the Minnesota Lawful Gambling LG220 Application for an Exempt Permit for the Caledonia Girls Court Club INC for gambling (raffle) activities to be conducted at Ma Cal Grove Country Club in Caledonia Township with a drawing to be held on October 27, 2023, with no waiting period.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Polly Heberlein, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated August 22, 2023.

WITNESS my hand and the seal of my office this 22nd day of August 2023.

(SEAL)

Polly Heberlein,
Interim Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM**

Date Submitted: 08.22.23

By: Polly Heberlein, Interim Auditor/Treasurer

CONSENT AGENDA REQUEST:

Review: Spring Grove City 2022 Annual Reporting Disclosure Statements

TIF 1-2 Bender 4th Addition

TIF 1-3 Daycare Redev Project

TIF 1-4 Spring Grove EDA

ACTION ITEM:

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

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Expr	Ba
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2022 Annual Disclosure Statement

1	Name of Development Authority:	Spring Grove EDA
2	Name of Municipality:	Spring Grove
3	Fillmore County Journal (Name of the Newspaper)	8/14/2023 (Date of Publication)

The following information represents the annual disclosure of tax increment districts for the year ended December 31, 2022.

		TIF 1-2 Bender 4th Addition
4	Current net tax capacity	\$ 16,855
5	Original net tax capacity	\$ 97
6	Captured net tax capacity	\$ 16,758
7	Principal and interest payments due in 2023	\$ 44,506
8	Tax increment received in 2022	\$ 20,262
9	Tax increment expended in 2022	\$ 20,262
10	Month and year of first tax increment receipt	7/2009
11	Date of required decertification	12/31/2034
12	The total increased property taxes to be paid from outside the district if fiscal disparities Option A applies*	\$ 0

* The fiscal disparities property tax law provides that the growth in commercial-industrial property tax values is shared throughout the area. In a tax increment financing district, this value sharing can either result in a decrease in tax increment financing district revenue or a tax increase for other properties in the municipality depending on whether the tax increment financing district contributes its share of the growth. Amounts displayed here indicate that the district did not contribute its growth in commercial-industrial property tax values and represent the resulting increase in taxes on other properties in the City for taxes payable in 2022.

Additional information regarding this district may be obtained from:

13	Name:	Erin Konkel
14	Address:	118 1st Ave NW
15	City:	Spring Grove
16	State:	MN
17	Zip Code:	55974
18	Phone:	5074985221 Enter as 6512962551
19	Email:	erin@springgrovemn.com

Enter 'none' if no email address.

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Expr	B:
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2022 Annual Disclosure Statement

1	Name of Development Authority:	Spring Grove EDA
2	Name of Municipality:	Spring Grove
3	Fillmore County Journal (Name of the Newspaper)	8/14/2023 (Date of Publication)

The following information represents the annual disclosure of tax increment districts for the year ended December 31, 2022.

		TIF 1-3 Daycare Redev Project
4	Current net tax capacity	\$ 9,652
5	Original net tax capacity	\$ 2,940
6	Captured net tax capacity	\$ 6,712
7	Principal and interest payments due in 2023	\$ 31,811
8	Tax increment received in 2022	\$ 10,002
9	Tax increment expended in 2022	\$ 9,122
10	Month and year of first tax increment receipt	6/2018
11	Date of required decertification	12/31/2043
12	The total increased property taxes to be paid from outside the district if fiscal disparities Option A applies*	\$ 0

* The fiscal disparities property tax law provides that the growth in commercial-industrial property tax values is shared throughout the area. In a tax increment financing district, this value sharing can either result in a decrease in tax increment financing district revenue or a tax increase for other properties in the municipality depending on whether the tax increment financing district contributes its share of the growth. Amounts displayed here indicate that the district did not contribute its growth in commercial-industrial property tax values and represent the resulting increase in taxes on other properties in the City for taxes payable in 2022.

Additional information regarding this district may be obtained from:

13	Name:	Erin Konkel
14	Address:	118 1st Ave NW
15	City:	Spring Grove
16	State:	MN
17	Zip Code:	55974
18	Phone:	5074985221 Enter as 6512962551
19	Email:	erin@springgrovemn.com

Enter 'none' if no email address.

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Expr	B
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2022 Annual Disclosure Statement

1	Name of Development Authority:	Spring Grove EDA
2	Name of Municipality:	Spring Grove
3	Fillmore County Journal (Name of the Newspaper)	8/14/2023 (Date of Publication)

The following information represents the annual disclosure of tax increment districts for the year ended December 31, 2022.

		TIF 1-4
4	Current net tax capacity	\$ 5,266
5	Original net tax capacity	\$ 1,890
6	Captured net tax capacity	\$ 3,376
7	Principal and interest payments due in 2023	\$ 40,457
8	Tax increment received in 2022	\$ 5,032
9	Tax increment expended in 2022	\$ 125
10	Month and year of first tax increment receipt	5/2020
11	Date of required decertification	12/31/2027
12	The total increased property taxes to be paid from outside the district if fiscal disparities Option A applies*	\$ 0

* The fiscal disparities property tax law provides that the growth in commercial-industrial property tax values is shared throughout the area. In a tax increment financing district, this value sharing can either result in a decrease in tax increment financing district revenue or a tax increase for other properties in the municipality depending on whether the tax increment financing district contributes its share of the growth. Amounts displayed here indicate that the district did not contribute its growth in commercial-industrial property tax values and represent the resulting increase in taxes on other properties in the City for taxes payable in 2022.

Additional information regarding this district may be obtained from:

13	Name:	Erin Konkel
14	Address:	118 1st Ave NW
15	City:	Spring Grove
16	State:	Mn
17	Zip Code:	55974
18	Phone:	5074985221 Enter as 6512962551
19	Email:	erin@springgrovemn.com

Enter 'none' if no email address.

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet
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Home

The Annual Reporting Form is required for each TIF district that must report in 2023 for the reporting year 2022 and is due by August 1, 2023.

Sections of this Annual Reporting Form may be pre-populated with previously reported information. This Annual Reporting Form is interactive, a line on one worksheet may carry over to another sheet. These cells are shaded yellow. Some columns automatically calculate a total. These cells are shaded blue. The information in the shaded cells cannot be changed directly but the information can be changed on the original worksheet.

Please become familiar with the forms and review each line for accuracy.

Important Information for Completing SAFES Forms

The OSA has become aware of an issue affecting some reporting forms that are downloaded from the State Auditor's Form Entry System (SAFES), which could include this form.

Please press the Ctrl, Alt, and F9 keys at the same time to ensure that all calculations on your form are correct. Pressing these keys at the same time forces the form to recalculate and will resolve the issue. Please do this when you first open the form and again just before submitting the form, at a minimum.

Please feel free to contact us at TIF@osa.state.mn.us with any questions.

What do the red messages in the form indicate?

The red messages in the right margin indicate that data must be entered or corrected before the reporting form can be submitted. Once the data has been entered or corrected, the red message will no longer be displayed.

Tab Name	Red Messages Remaining
Overview	0
District Info	0
Debt	0
Interfund Loans	0
PAYG	0
Project Costs	0
Transfers	0
Rev & Exp	0
Balance Sheet	0
EIC	0
ADS	0
Comments	0
Cut and Paste Errors	0
TOTAL COUNT	0

Have you reviewed the instructions?

Detailed instructions on how to complete the Annual Reporting Form are available by clicking the link below.

[CLICK HERE for detailed reporting instructions](#)

Instructional videos provide additional assistance in completing the Annual Reporting Form the videos.

[CLICK HERE to view videos](#)

Have you read the TIF Statements of Position?

The Office of the State Auditor (OSA) prepares Statements of Position to provide an educational resource to local governments, auditors and the public. Statements of Position are not legal advice and should not be relied upon in lieu of legal advice.

[CLICK HERE for a list of all TIF Statements of Position](#)

Have you saved your files?

Use the SAVE AS command and choose the location to save your files on your computer. Otherwise, they will be saved to a temporary location, making them difficult to locate when you are ready to upload.

Are your calculations too slow?

If the calculations are too slow, change the calculation options from automatic to manual. For information regarding how to change the calculation process, please see the following link to Microsoft.

[CLICK HERE for Microsoft Change formula recalculation, iteration, or precision](#)

"Change when a worksheet or workbook recalculates"

Do you need additional forms?

A TIF District Annual Reporting Form is required to be submitted for a TIF district beginning with the year the district is certified. If you have a new TIF district that needs to be reported for 2022, please email the OSA as soon as possible. For new TIF districts, you must complete a TIF Plan Collection Form through SAFES (State Auditor's Form Entry System) before a 2022 District Annual Form can be generated. If you have a new pooled debt issue to be reported for 2022, please email the OSA.

TIF@osa.state.mn.us

Was this TIF District recently decertified?

If a district has recently been decertified, please print and complete a Confirmation of Decertification Form from our website. Complete and sign Part A, and send the form to your County Auditor. He or she will verify the information and sign Part B. It is the authority's responsibility to make sure the OSA receives a fully completed decertification form.

[Confirmation of Decertification Form](#)

If the district is decertified before the maximum duration limit identified in the TIF Act is reached, please submit a copy of the city council's resolution to decertify the district in addition to the Confirmation of Decertification.

Do you have additional information to share with our office?

A comment box is available at the end of the reporting form. Please use the comment box as needed to share information that may be pertinent to the reporting form. If your comment exceeds the space available on the reporting form, you may email the OSA to share the information.

TIF@osa.state.mn.us

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet
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Tax Increment Financing Annual Reporting Form for the Year Ended December 31, 2022

1	TIF District Name:	TIF 1-2 Bender 4th Addition
2	Development Authority:	Spring Grove EDA
3	District Type:	Housing
4	County Where TIF District is Located:	Houston
5	County Identification Number, if any:	025

6 For Economic Development districts only: (choose "Not Applicable" for all other districts)

a Is the Small City Exception being used?

Not Applicable

b Is the district used for a Workforce Housing Project?

Not Applicable

7 Is this TIF district in a fiscal disparities area?

No

8 If yes, under what option?

Not Applicable

Original TIF Plan Information

9	TIF Plan Approval Date:	9/4/2007
10	Certification Request Date:	9/10/2007
11	Certification Date:	5/12/2008

District Duration

12	Month and year of first receipt of tax increment (actual or anticipated):	7/2009
13	Required Decertification Date:	12/31/2034

TIF Plan Estimates - Original Plan 9/4/2007

ESTIMATED TAX INCREMENT REVENUES (from tax increment generated by the district)

9/4/2007

14	Tax increment revenues distributed from the county	\$ 557,846
15	Interest and investment earnings	\$ 2,138
16	Sales/lease proceeds	\$ 0
17	TIF Credits	\$ 0
18	Total Estimated Tax Increment Revenues	\$ 559,984

ESTIMATED PROJECT/FINANCING COSTS (to be paid or financed with tax increment)

Project costs

19	Land/building acquisition	\$ 0
20	Site improvements/preparation costs	\$ 50,000
21	Utilities	\$ 200,000
22	Other public improvements	\$ 200,000
23	Construction of affordable housing	\$ 0
24	Small city authorized costs, if not already included above	\$ 0
25	Administrative costs	\$ 55,785
26	Estimated Tax Increment Project Costs	\$ 505,785

Estimated financing costs

27	Interest expense	\$ 269,199
28	Total Estimated Project/Financing Costs to be Paid From Tax Increment	\$ 774,984

9/4/2007

ESTIMATED FINANCING

29	Total amount of bonds to be issued	\$ 430,000
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Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet
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District Information

Special Legislation

1 Was any special legislation enacted for this district? No

2	A	B	C	D
	Year	Chapter	Article	Section
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

3 **Captured Tax Capacity** (Only select "Not Applicable" if Decertified or Entirely Tax Exempt) Applicable

		2022 Amount
4	Current net tax capacity	+ \$ 16,855
5	Original net tax capacity	- \$ 97
6	Captured net tax capacity (If negative, show \$0)	= \$ 16,758
7	Fiscal disparity deduction, if applicable (option B)	- \$ 0
8	Captured net tax capacity shared with other taxing jurisdictions	- \$ 0
9	Captured net tax capacity retained for tax increment financing (If negative, show \$0)	= \$ 16,758

Fiscal Disparities

10 Enter the amount of total increased property taxes to be paid from outside the TIF district from line 33 of the Department of Revenue's fiscal disparity option A calculation form.

Five-Year Rule

11 Did one or more of the following actions occur before 5/12/2013? Yes

If yes, select "Yes" at the appropriate actions:

12	Revenues were paid to a third party	No
13	Bonds were issued and sold to a third party	Yes
14	Binding contracts with a third party were entered into and the revenues will be spent under the contractual obligation	No
15	Activity costs were paid for and revenues are spent to reimburse a party for payment of the activity costs	No
16	Expenditures were made for housing or public infrastructure purposes as permitted by Minn. Stat. § 469.1763, subd. 3 (a) (5)	No

Statutory County Correction of Error(s)

17 Did the county auditor address any error under Minn. Stat. § 469.177, subd. 13 in 2022? (Populated per county; use Comments Tab to note any disagreement) No

Decertification

18 Has this district been decertified? No

19 Actual Decertification Date:

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet	EIC	ADS
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Financing & Debt

Since 2010, have you made debt service payments on a TIF bond or non-TIF bond, or are the district's increment pledged to pay an outstanding bond?
(Do not consider Pay-As-You-Go (PAYG) or Interfund loans.)

1

Yes

TIF Principal and Interest

	A	B	C
	Bonds Retired Before 2010		
	All Prior Years		
	2022 Amount		
2			
3			
4			
5			

TIF Bonds issued (other than refunding bonds)	\$	430,000	\$	0
TIF Refunding bonds issued	\$	314,000	\$	0
TIF Bond Principal payments from tax increment	\$	161,749	\$	20,262
Interest payments from tax increment (TIF and Non-TIF Bonds)	\$	53,117	\$	0

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Key To Drop-Down Menu for "Type"

- A - General Obligation TIF Bonds
- B - Revenue TIF Bonds
- C - Other TIF Debt
- D - Non-TIF Bonds

6		A		B		C		D		E		F		G		H		I		J	
Name		Type		Pooled		Refunding		Refunded		Issue Date		Final Maturity Date		Interest Rate Range		Issue Amount		Amount Refunded (if refunded)			
1	GO TIF Bonds 2007A	A	No	No	No	Yes	9/18/2007	2/1/2023	3.800	-	4.350	%	\$	430,000	\$	300,000					
2	GO TIF Refunding Bonds 2015A	A	No	No	Yes	No	12/7/2015	2/1/2023	2.300	-	2.300	%	\$	314,000	\$	0					
3												%									
4												%									
5												%									
6												%									
7												%									
8												%									
9												%									
10												%									
11												%									
12												%									
13												%									
14												%									
15												%									
16												%									
17												%									
18												%									
19												%									
20												%									

Do not consider PAYG and interfund loans. If you need to report additional bonds, please contact the OSA.

Comments 500 character limit

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

	K	L	M	N	O	P	Q	R	S	T	U	V	W
	Principal								Interest				
	Paid In Prior Years From Tax Increment	Paid In Prior Years From Other Sources	Paid In 2022 From Tax Increment	Paid In 2022 From Other Sources	Additions In Prior Years	Additions In 2022	Outstanding	Due in 2023 From Tax Increment	Paid In Prior Years From Tax Increment	Paid In Prior Years From Other Sources	Paid In 2022 From Tax Increment	Paid In 2022 From Other Sources	Due in 2023 From Tax Increment
1	\$ 63,915	\$ 66,085	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 49,577	\$ 59,409	\$ 0	\$ 0	\$ 0
2	\$ 97,834	\$ 127,166	\$ 20,262	\$ 24,738	\$ 0	\$ 0	\$ 44,000	\$ 44,000	\$ 3,540	\$ 22,443	\$ 0	\$ 1,530	\$ 506
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance
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Interfund Loans

1

Does/Did this district have interfund loans outstanding after 2009?

Yes

2

Did this district pay interest on interfund loans that were retired before 2010?

No

Interfund Loans

	A	B
	12/31/2021	12/31/2022
3		
4		
5		
6		

Due to other TIF districts
Due to non-tax increment accounts
Due from other TIF districts
Due from non-tax increment accounts

Principal and Interest

	A	B	C
	Interfund Loans Retired Before 2010	Prior Years	2022 Amount
7			
8			

Principal payments paid from this district
Interest payments paid from this district

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Key To Drop-Down Menu for "Type"

- A - Receivable: Interfund Loan to Other District
- B - Receivable: Interfund Loan to Non-Tax Increment Account
- C - Payable: Interfund Loan from Other District
- D - Payable: Interfund Loan from Non-Tax Increment Account

9		A	B	C	D	E	F	G
Name of Second Party (District or Non-Tax Increment Account)								
Type	District	Non-Tax Increment Account			Resolution Date	Final Maturity Date	Interest Rate Range	Authorized Amount
1	D	General Fund			9/4/2007	12/31/2034	8.250 - 8.250 %	\$ 10,000
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

If you need to report additional Interfund loans, please contact the OSA.

Comments (500 Character limit)

10

	H	I	J	K	Principal			Interest			R	S
												Terms
	Prior Years Draw Amount	2022 Draw Amount	Paid/Rec'd in Prior Years	Paid/Rec'd in 2022	Additions/Reductions Prior Years	Additions/Reductions in 2022	Outstanding	Due in 2023	Paid/Rec'd in Prior Years	Paid/Rec'd in 2022	Due in 2023	Modified in 2022?
1	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	no
2							\$ 0					
3							\$ 0					
4							\$ 0					
5							\$ 0					
6							\$ 0					
7							\$ 0					
8							\$ 0					
9							\$ 0					
10							\$ 0					
11							\$ 0					
12							\$ 0					
13							\$ 0					
14							\$ 0					
15							\$ 0					
16							\$ 0					
17							\$ 0					
18							\$ 0					
19							\$ 0					
20							\$ 0					

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet	EIC	ADS	Com
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Pay-As-You-Go (PAYG) Financing

1 Are there any PAYG obligations for this district? ☐ No ☐ Yes *Skip this worksheet. Proceed

For the section below, report only the documented PAYG costs to be repaid with tax increment.

DOCUMENTED PAYG COSTS

	A	B	C	D
	Total All PAYG Through 2022	PAYG 1 Through 2022	PAYG 2 Through 2022	PAYG 3 Through 2022
2 Land/building acquisition	\$ 0			
3 Site improvements/preparation costs	\$ 0			
4 Utilities	\$ 0			
5 Other public improvements	\$ 0			
6 Construction of affordable housing	\$ 0			
7 Small city authorized costs, if not already included above	\$ 0			
8 Temp. Jobs Stimulus [Minn. Stat. § 469.176, subd. 4m]	\$ 0			
9 Total documented PAYG costs to be paid with tax increment	\$ 0	\$ 0	\$ 0	\$ 0

Principal and Interest

	12/31/2021	12/31/2022
10 Outstanding obligation contingent upon available tax increment	\$ 0	\$ 0
11 Principal payments	Prior Years	2022 Amount
	\$ 0	\$ 0
12 Interest payments	\$ 0	\$ 0

Comments

ed to the Project Costs worksheet.

E	F	G	H	I	J	K	
PAYG 4 Through 2022	PAYG 5 Through 2022	PAYG 6 Through 2022	PAYG 7 Through 2022	PAYG 8 Through 2022	PAYG 9 Through 2022	PAYG 10 Through 2022	DOCUMENTED PAYG COSTS
							Land/Bldg Acq 2
							Site Impv/Prep 3
							Utilities 4
							Other Pub Impr 5
							Affordable Hsg 6
							Small City 7
							Temp Jobs Bill 8
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	TOTAL 9

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

13	A	B	C	D	E	F
	Name on Development Agreement	Issue Date	Final Maturity Date	Interest Rate Range	Contract / Note Amount	Documented Amount
1				- %		\$ 0
2				- %		\$ 0
3				- %		\$ 0
4				- %		\$ 0
5				- %		\$ 0
6				- %		\$ 0
7				- %		\$ 0
8				- %		\$ 0
9				- %		\$ 0
10				- %		\$ 0

14	Comments (500 Character limit):

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Principal										Interest		
G	H	I	J	K	L	M	N	O				
Paid In Prior Years	Paid In 2022	Additions/Reductions Prior Years	Additions/Reductions In 2022	Outstanding	Due In 2023	Paid In Prior Years	Paid In 2022	Due In 2023				
1				\$ 0					1			
2				\$ 0					2			
3				\$ 0					3			
4				\$ 0					4			
5				\$ 0					5			
6				\$ 0					6			
7				\$ 0					7			
8				\$ 0					8			
9				\$ 0					9			
10				\$ 0					10			

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet	EIC	ADS
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Project Costs

	A	B	C
	Prior Years	2022 Amount	Total Through 2022
PROJECT COSTS (OTHER THAN PAYG)			
1 Land/building acquisition	\$ 0	\$ 0	\$ 0
2 Site improvements/preparation costs	\$ 0	\$ 0	\$ 0
3 Utilities	\$ 157,826	\$ 0	\$ 157,826
4 Other public improvements	\$ 203,358	\$ 0	\$ 203,358
5 Construction of affordable housing	\$ 0	\$ 0	\$ 0
6 Small city authorized costs, if not already included above	\$ 0	\$ 0	\$ 0
7 Temp Jobs Stimulus [Minn. Stat. § 469.176, subd. 4m]	\$ 0	\$ 0	\$ 0
8 Temp Transfer Authority [Minn. Stat. § 469.176, subd. 4n]	\$ 0	\$ 0	\$ 0
9 Authority administrative costs	\$ 38,465	\$ 0	\$ 38,465
10 County administrative costs	\$ 0	\$ 0	\$ 0
11 Subtract prior years' costs paid with public funds other than tax increment	\$ 84,013		\$ 84,013
12 Total Project Costs (Other than PAYG) Paid or Financed with Tax Increment and/or TIF Bond Proceeds	\$ 315,636	\$ 0	\$ 315,636
PROJECT COSTS (PAYG)			
13 Land/building acquisition		\$ 0	\$ 0
14 Site improvements/preparation costs		\$ 0	\$ 0
15 Utilities		\$ 0	\$ 0
16 Other public improvements		\$ 0	\$ 0
17 Construction of affordable housing		\$ 0	\$ 0
18 Small city authorized costs, if not already included above		\$ 0	\$ 0
19 Temp Jobs Stimulus [Minn. Stat. § 469.176, subd. 4m]		\$ 0	\$ 0
20 Total Documented Project Costs (PAYG) to be Paid with Tax Increment		\$ 0	\$ 0
21 TOTAL PROJECT COSTS PAID OR TO BE PAID WITH TAX INCREMENT AND/OR TIF BOND PROCEEDS			\$ 315,636
22 Amount of any payments included above for activities and improvements located outside the TIF district and paid for or financed with tax increment including administrative costs	\$ 38,465	\$ 0	\$ 38,465

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet
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Transfers Between TIF Districts

1 Are there any transfers of tax increment to or from the TIF district?

No

A		B	C	D
District Name		Prior Years	2022 Amount	Total Through 2022
2 TRANSFERS IN				
Transfers of tax increment from other TIF districts				
1				\$ 0
2				\$ 0
3				\$ 0
4				\$ 0
5				\$ 0
6				\$ 0
7				\$ 0
8				\$ 0
9				\$ 0
10				\$ 0
11				\$ 0
12				\$ 0
13				\$ 0
14				\$ 0
15				\$ 0
16				\$ 0
17				\$ 0
18				\$ 0
19				\$ 0
20				\$ 0
3 Total Transfers In		\$ 0	\$ 0	\$ 0

4 TRANSFERS OUT				
Transfers of tax increment to other TIF districts				
1				\$ 0
2				\$ 0
3				\$ 0
4				\$ 0
5				\$ 0
6				\$ 0
7				\$ 0
8				\$ 0
9				\$ 0
10				\$ 0
11				\$ 0
12				\$ 0
13				\$ 0
14				\$ 0
15				\$ 0
16				\$ 0
17				\$ 0
18				\$ 0
19				\$ 0
20				\$ 0
5 Total Transfers Out		\$ 0	\$ 0	\$ 0

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet	EIC	AR
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Revenues, Expenditures, and Changes in Tax Increment Balance

	A	B	C
	Prior Years	2022 Amount	Total Through 2022
REVENUES			
1 Tax increment revenues distributed from the county	\$ 99,938	\$ 20,261	\$ 120,199
2 Interest and investment earnings	\$ 7,806	\$ 1	\$ 7,807
3 TIF Credits	\$ 0	\$ 0	\$ 0
4 Loan/advance repayments	\$ 0	\$ 0	\$ 0
5 Lease proceeds	\$ 0	\$ 0	\$ 0
6 Repayments or return of tax increment per agreements	\$ 0	\$ 0	\$ 0
7 Total Revenues	\$ 107,744	\$ 20,262	\$ 128,006
EXPENDITURES			
8 Project costs (other than PAYG)	\$ 315,636	\$ 0	\$ 315,636
9 Tax increment returned to the county	\$ 20,792	\$ 0	\$ 20,792
Bond Payments			
Principal			
10 Payments for PAYG note or contract	\$ 0	\$ 0	\$ 0
11 Payments on all other TIF bonds	\$ 161,749	\$ 20,262	\$ 182,011
Interest			
12 Interest on PAYG	\$ 0	\$ 0	\$ 0
13 Interest on all other (TIF and Non-TIF) bonds	\$ 53,117	\$ 0	\$ 53,117
14 Interest on interfund loans	\$ 0	\$ 0	\$ 0
15 Total Expenditures	\$ 551,294	\$ 20,262	\$ 571,556
16 Revenues over (under) expenditures	\$ (443,550)	\$ 0	\$ (443,550)
OTHER SOURCES AND USES			
17 Transfers in	\$ 0	\$ 0	\$ 0
18 Transfers out	\$ 0	\$ 0	\$ 0
19 TIF Bonds issued (other than refunding bonds)	\$ 430,000	\$ 0	\$ 430,000
20 Refunding TIF bonds issued	\$ 314,000	\$ 0	\$ 314,000
21 TIF Bonds refunded	\$ (300,000)	\$ 0	\$ (300,000)
22 TIF Bond discount	\$ (450)	\$ 0	\$ (450)
23 TIF Bond premium	\$ 0	\$ 0	\$ 0
24 Sales of property	\$ 0	\$ 0	\$ 0
25 Other (see instructions, comment required)	\$ 0	\$ 0	\$ 0
26 Total Other Sources and Uses	\$ 443,550	\$ 0	\$ 443,550
27 Net change in tax increment balances	\$ 0	\$ 0	\$ 0
28 Tax Increment balance (beginning 01/01/2022)		\$ 0	
29 Tax Increment balance (ending 12/31/2022)		\$ 0	

Comments (500 Character limit):

30	
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Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance
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Balance Sheet

		A	B
		12/31/2021	12/31/2022
ASSETS			
1	Cash	\$ 0	\$ 0
2	Investments	\$ 0	\$ 0
3	Due from other TIF districts	\$ 0	\$ 0
4	Due from non-tax increment accounts	\$ 0	\$ 0
5	Interest receivable	\$ 0	\$ 0
6	Taxes receivable	\$ 0	\$ 0
7	Other receivables	\$ 0	\$ 0
8	Property held for resale	\$ 0	\$ 0
9	Total Assets	\$ 0	\$ 0
LIABILITIES			
10	Due to other TIF districts	\$ 0	\$ 0
11	Due to non-tax increment accounts	\$ 0	\$ 0
12	Accounts payable	\$ 0	\$ 0
13	Unearned revenue	\$ 0	\$ 0
14	Total Liabilities	\$ 0	\$ 0
15	Deferred Inflows	\$ 0	\$ 0
16	Total Liabilities and Deferred Inflows	\$ 0	\$ 0
TAX INCREMENT BALANCE			
17	Total Tax Increment Balance	\$ 0	\$ 0
18	Total Liabilities and Tax Increment Balance	\$ 0	\$ 0

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet
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Excess Increment Calculation

Excess increment calculation report required?

If the total costs authorized by the TIF plan to be paid or financed with tax increment from the district exceed the total tax increment collected from the district by 20 percent or more, the excess increment calculation is not required to be reported.

Excess increment calculation reporting exemption: Minn. Stat. § 469.176, subd. 2 (g).

1	Tax increment generated by the district since certification	\$ 128,006
2	Multiply the above amount by 1.2	\$ 153,607
3	Total costs authorized by the TIF plan to be paid or financed with tax increment	\$ 774,984
4	Based on the calculation above, the Excess Increment Calculation Report is:	NOT REQUIRED

Excess Increment Calculation Report

5	Total tax increment generated by the district since certification	\$ 128,006
6	Subtract total tax increment returned to the county	\$ 20,792
7	Subtotal A	\$ 107,214
8	Total costs authorized by the TIF plan to be paid or financed with tax increment	\$ 774,984
9	Subtract authorized costs that have been or will be paid from sources other than tax increment	
10	Subtract principal and interest payments due after the year ended December 31, 2022	
11	Add transfers of increment made prior to December 31, 2022, used to pay for Minn. Stat. § 469.1763 deficits	
12	Subtotal B	\$ 774,984
13	Excess increment (Subtract subtotal B from subtotal A)	\$ (667,770)

Subtract any of the authorized uses of excess increment listed below:

14	Prepayment of any outstanding bonds	
15	Discharge of the pledge of tax increment for any outstanding bonds	
16	Payment into an escrow account dedicated to the payment of any outstanding bond	
17	Excess increment after subtractions of authorized uses*	\$ (667,770)

*Excess increments after subtractions must be returned to the county for distribution to the city, county, and school districts in which the TIF district is located within nine months after the end of the year (by September 30).

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Expr	B:
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2022 Annual Disclosure Statement

1	Name of Development Authority:	Spring Grove EDA
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2	Name of Municipality:	Spring Grove
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3	Fillmore County Journal (Name of the Newspaper)	8/14/2023 (Date of Publication)
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The following information represents the annual disclosure of tax increment districts for the year ended December 31, 2022.

		TIF 1-2 Bender 4th Addition
4	Current net tax capacity	\$ 16,855
5	Original net tax capacity	\$ 97
6	Captured net tax capacity	\$ 16,758
7	Principal and interest payments due in 2023	\$ 44,506
8	Tax increment received in 2022	\$ 20,262
9	Tax increment expended in 2022	\$ 20,262
10	Month and year of first tax increment receipt	7/2009
11	Date of required decertification	12/31/2034
12	The total increased property taxes to be paid from outside the district if fiscal disparities Option A applies*	\$ 0

* The fiscal disparities property tax law provides that the growth in commercial-industrial property tax values is shared throughout the area. In a tax increment financing district, this value sharing can either result in a decrease in tax increment financing district revenue or a tax increase for other properties in the municipality depending on whether the tax increment financing district contributes its share of the growth. Amounts displayed here indicate that the district did not contribute its growth in commercial-industrial property tax values and represent the resulting increase in taxes on other properties in the City for taxes payable in 2022.

Additional information regarding this district may be obtained from:

13	Name:	Erin Konkel
14	Address:	118 1st Ave NW
15	City:	Spring Grove
16	State:	MN
17	Zip Code:	55974
18	Phone:	5074985221 Enter as 6512962551
19	Email:	erin@springgrovern.com

Enter 'none' if no email address.

Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Bala
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Comments

Please enter any additional comments regarding this district (500 character limit on Comments):

1

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet
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Home

The Annual Reporting Form is required for each TIF district that must report in 2023 for the reporting year 2022 and is due by August 1, 2023.

Sections of this Annual Reporting Form may be pre-populated with previously reported information. This Annual Reporting Form is interactive, a line on one worksheet may carry over to another sheet. These cells are shaded yellow. Some columns automatically calculate a total. These cells are shaded blue. The information in the shaded cells cannot be changed directly but the information can be changed on the original worksheet.

Please become familiar with the forms and review each line for accuracy.

Important Information for Completing SAFES Forms

The OSA has become aware of an issue affecting some reporting forms that are downloaded from the State Auditor's Form Entry System (SAFES), which could include this form.

Please press the **Ctrl, Alt, and F9** keys at the same time to ensure that all calculations on your form are correct. Pressing these keys at the same time forces the form to recalculate and will resolve the issue. Please do this when you first open the form and again just before submitting the form, at a minimum.

Please feel free to contact us at TIF@osa.state.mn.us with any questions.

What do the red messages in the form indicate?

The red messages in the right margin indicate that data must be entered or corrected before the reporting form can be submitted. Once the data has been entered or corrected, the red message will no longer be displayed.

Tab Name	Red Messages Remaining
Overview	0
District Info	0
Debt	0
Interfund Loans	0
PAYG	0
Project Costs	0
Transfers	0
Rev & Exp	0
Balance Sheet	0
EIC	0
ADS	0
Comments	0
Cut and Paste Errors	0
TOTAL COUNT	0

Have you reviewed the instructions?

Detailed instructions on how to complete the Annual Reporting Form are available by clicking the link below.

[CLICK HERE for detailed reporting instructions](#)

Instructional videos provide additional assistance in completing the Annual Reporting Form the videos.

[CLICK HERE to view videos](#)

Have you read the TIF Statements of Position?

The Office of the State Auditor (OSA) prepares Statements of Position to provide an educational resource to local governments, auditors and the public. Statements of Position are not legal advice and should not be relied upon in lieu of legal advice.

[CLICK HERE for a list of all TIF Statements of Position](#)

Have you saved your files?

Use the SAVE AS command and choose the location to save your files on your computer. Otherwise, they will be saved to a temporary location, making them difficult to locate when you are ready to upload.

Are your calculations too slow?

If the calculations are too slow, change the calculation options from automatic to manual. For information regarding how to change the calculation process, please see the following link to Microsoft.

[CLICK HERE for Microsoft Change formula recalculation, iteration, or precision](#)

"Change when a worksheet or workbook recalculates"

Do you need additional forms?

A TIF District Annual Reporting Form is required to be submitted for a TIF district beginning with the year the district is certified. If you have a new TIF district that needs to be reported for 2022, please email the OSA as soon as possible. For new TIF districts, you must complete a TIF Plan Collection Form through SAFES (State Auditor's Form Entry System) before a 2022 District Annual Form can be generated. If you have a new pooled debt issue to be reported for 2022, please email the OSA.

TIF@osa.state.mn.us

Was this TIF District recently decertified?

If a district has recently been decertified, please print and complete a Confirmation of Decertification Form from our website. Complete and sign Part A, and send the form to your County Auditor. He or she will verify the information and sign Part B. It is the authority's responsibility to make sure the OSA receives a fully completed decertification form.

[Confirmation of Decertification Form](#)

If the district is decertified before the maximum duration limit identified in the TIF Act is reached, please submit a copy of the city council's resolution to decertify the district in addition to the Confirmation of Decertification.

Do you have additional information to share with our office?

A comment box is available at the end of the reporting form. Please use the comment box as needed to share information that may be pertinent to the reporting form. If your comment exceeds the space available on the reporting form, you may email the OSA to share the information.

TIF@osa.state.mn.us

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet
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Tax Increment Financing Annual Reporting Form for the Year Ended December 31, 2022

1	TIF District Name:	TIF 1-3 Daycare Redev Project
2	Development Authority:	Spring Grove EDA
3	District Type:	Redevelopment
4	County Where TIF District is Located:	Houston
5	County Identification Number, if any:	
6	For Economic Development districts only: (choose "Not Applicable" for all other districts)	
a	Is the Small City Exception being used?	Not Applicable
b	Is the district used for a Workforce Housing Project?	Not Applicable
7	Is this TIF district in a fiscal disparities area?	No
8	If yes, under what option?	Not Applicable

Original TIF Plan Information

9	TIF Plan Approval Date:	12/15/2015
10	Certification Request Date:	1/7/2016
11	Certification Date:	1/30/2017

District Duration

12	Month and year of first receipt of tax increment (actual or anticipated):	6/2018
13	Required Decertification Date:	12/31/2043

TIF Plan Estimates - Original Plan 12/15/2015

		12/15/2015
ESTIMATED TAX INCREMENT REVENUES (from tax increment generated by the district)		
14	Tax increment revenues distributed from the county	\$ 486,833
15	Interest and investment earnings	\$ 5,584
16	Sales/lease proceeds	\$ 0
17	TIF Credits	\$ 0
18	Total Estimated Tax Increment Revenues	\$ 492,417

ESTIMATED PROJECT/FINANCING COSTS (to be paid or financed with tax increment)

Project costs		
19	Land/building acquisition	\$ 80,000
20	Site improvements/preparation costs	\$ 181,033
21	Utilities	\$ 0
22	Other public improvements	\$ 0
23	Construction of affordable housing	\$ 0
24	Small city authorized costs, if not already included above	\$ 0
25	Administrative costs	\$ 48,683
26	Estimated Tax Increment Project Costs	\$ 309,716
Estimated financing costs		
27	Interest expense	\$ 182,701
28	Total Estimated Project/Financing Costs to be Paid From Tax Increment	\$ 492,417

		12/15/2015
29	ESTIMATED FINANCING	
	Total amount of bonds to be issued	\$ 309,716

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet
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District Information**Special Legislation**

1 Was any special legislation enacted for this district? No

2	A	B	C	D
	Year	Chapter	Article	Section
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

3 **Captured Tax Capacity** (Only select "Not Applicable" if Decertified or Entirely Tax Exempt) Applicable

		2022 Amount
4	Current net tax capacity	+ \$ 9,652
5	Original net tax capacity	- \$ 2,940
6	Captured net tax capacity (if negative, show \$0)	= \$ 6,712
7	Fiscal disparity deduction, if applicable (option B)	- \$ 0
8	Captured net tax capacity shared with other taxing jurisdictions	- \$ 0
9	Captured net tax capacity retained for tax increment financing (if negative, show \$0)	= \$ 6,712

Fiscal Disparities

10 Enter the amount of total increased property taxes to be paid from outside the TIF district from line 33 of the Department of Revenue's fiscal disparity option A calculation form.

Five-Year Rule

11 Did one or more of the following actions occur before 1/30/2022? Yes

If yes, select "Yes" at the appropriate actions:

12	Revenues were paid to a third party	No
13	Bonds were issued and sold to a third party	Yes
14	Binding contracts with a third party were entered into and the revenues will be spent under the contractual obligation	Yes
15	Activity costs were paid for and revenues are spent to reimburse a party for payment of the activity costs	Yes
16	Expenditures were made for housing or public infrastructure purposes as permitted by Minn. Stat. § 469.1763, subd. 3 (a) (5)	No

Statutory County Correction of Error(s)

17 Did the county auditor address any error under Minn. Stat. § 469.177, subd. 13 in 2022? (Populated per county; use Comments Tab to note any disagreement) No

Decertification

18 Has this district been decertified? No

19 Actual Decertification Date:

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet	EIC	ADS
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Financing & Debt

Since 2010, have you made debt service payments on a TIF bond or non-TIF bond, or are the district's increment pledged to pay an outstanding bond?

1

(Do not consider Pay-As-You-Go (PAYG) or Interfund Loans.)

No

TIF Principal and Interest

	A	B	C
	Bonds Retired Before 2010	All Prior Years	2022 Amount
2 TIF Bonds Issued (other than refunding bonds)		\$ 0	\$ 0
3 TIF Refunding bonds issued		\$ 0	\$ 0
4 TIF Bond Principal payments from tax increment		\$ 0	\$ 0
5 Interest payments from tax increment (TIF and Non-TIF Bonds)		\$ 0	\$ 0

Debit

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Key To Drop-Down Menu for "Type"

- A - General Obligation TIF Bonds
- B - Revenue TIF Bonds
- C - Other TIF Debt
- D - Non-TIF Bonds

6	A	B	C	D	E	F	G	H	I	J
	Name	Type	Pooled	Refunding	Refunded	Issue Date	Final Maturity Date	Interest Rate Range	Issue Amount	Amount Refunded (if refunded)
1								%		
2								%		
3								%		
4								%		
5								%		
6								%		
7								%		
8								%		
9								%		
10								%		
11								%		
12								%		
13								%		
14								%		
15								%		
16								%		
17								%		
18								%		
19								%		
20								%		

Do not consider PAYG and interfund loans. If you need to report additional bonds, please contact the OSA.

Comments (500 character limit)

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Principal										Interest			
K	L	M	N	O	P	Q	R	S	T	U	V	W	
Paid In Prior Years From Tax Increment	Paid In Prior Years From Other Sources	Paid In 2022 From Tax Increment	Paid In 2022 From Other Sources	Additions In Prior Years	Additions In 2022	Outstanding	Due in 2023 From Tax Increment	Paid In Prior Years From Tax Increment	Paid In Prior Years From Other Sources	Paid In 2022 From Tax Increment	Paid In 2022 From Other Sources	Due in 2023 From Tax Increment	Due in 2023 From Other Sources
1						\$ 0							
2						\$ 0							
3						\$ 0							
4						\$ 0							
5						\$ 0							
6						\$ 0							
7						\$ 0							
8						\$ 0							
9						\$ 0							
10						\$ 0							
11						\$ 0							
12						\$ 0							
13						\$ 0							
14						\$ 0							
15						\$ 0							
16						\$ 0							
17						\$ 0							
18						\$ 0							
19						\$ 0							
20						\$ 0							

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance
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Interfund Loans

- 1 Does/Did this district have interfund loans outstanding after 2009?
- 2 Did this district pay interest on interfund loans that were retired before 2010?

Interfund Loans

	A	B
	12/31/2021	12/31/2022
3 Due to other TIF districts	\$ 0	\$ 0
4 Due to non-tax increment accounts	\$ 160,051	\$ 159,171
5 Due from other TIF districts	\$ 0	\$ 0
6 Due from non-tax increment accounts	\$ 0	\$ 0

Principal and Interest

	A	B	C
	Interfund Loans Retired Before 2010	Prior Years	2022 Amount
7 Principal payments paid from this district		\$ 818	\$ 880
8 Interest payments paid from this district		\$ 0	\$ 0

Key To Drop-Down Menu for "Type"

- A - Receivable: Interfund Loan to Other District
B - Receivable: Interfund Loan to Non-Tax Increment Account
C - Payable: Interfund Loan from Other District
D - Payable: Interfund Loan from Non-Tax Increment Account

	A	B	C	D	E	F	G
	Type	Name of Second Party (District or Non-Tax Increment Account)	Non-Tax Increment Account	Resolution Date	Final Maturity Date	Interest Rate Range	Authorized Amount
1	D		General Fund	12/15/2015	12/31/2043	4.000 - 4.000 %	\$ 492,417
2						- - %	
3						- - %	
4						- - %	
5						- - %	
6						- - %	
7						- - %	
8						- - %	
9						- - %	
10						- - %	
11						- - %	
12						- - %	
13						- - %	
14						- - %	
15						- - %	
16						- - %	
17						- - %	
18						- - %	
19						- - %	
20						- - %	

Comments (500 Character limit):

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

	H		I	J	K		Principal		M	N	O	P	Interest		R	S
	Prior Years Draw Amount	2022 Draw Amount			Paid/Rec'd In Prior Years	Paid/Rec'd in 2022	Additions/ Reductions Prior Years	Additions/ Reductions in 2022		Outstanding	Due in 2023	Paid/ Rec'd in Prior Years	Rec'd in 2022	Paid/ Rec'd in 2022	Due in 2023	Modified in 2022?
1	\$ 160,869	\$ 0			\$ 818	\$ 880	\$ 0	\$ 0		\$ 159,171	\$ 6,799	\$ 0	\$ 0	\$ 0	\$ 5,711	No
2										\$ 0						
3										\$ 0						
4										\$ 0						
5										\$ 0						
6										\$ 0						
7										\$ 0						
8										\$ 0						
9										\$ 0						
10										\$ 0						
11										\$ 0						
12										\$ 0						
13										\$ 0						
14										\$ 0						
15										\$ 0						
16										\$ 0						
17										\$ 0						
18										\$ 0						
19										\$ 0						
20										\$ 0						

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet	EIC	ADS	Com
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Pay-As-You-Go (PAYG) Financing

1 Are there any PAYG obligations for this district? ☐ Yes ☐ No

For the section below, report only the documented PAYG costs to be repaid with tax increment.

DOCUMENTED PAYG COSTS

	A	B	C	D
	Total All PAYG Through 2022	Nisse Treehouse, LLC Through 2022	PAYG 2 Through 2022	PAYG 3 Through 2022
2 Land/building acquisition	\$ 0	\$ 0		
3 Site improvements/preparation costs	\$ 105,000	\$ 105,000		
4 Utilities	\$ 0	\$ 0		
5 Other public improvements	\$ 0	\$ 0		
6 Construction of affordable housing	\$ 0	\$ 0		
7 Small city authorized costs, if not already included above	\$ 0	\$ 0		
8 Temp Jobs Stimulus (Minn. Stat. § 469.176, subd. 4m)	\$ 0	\$ 0		
9 Total documented PAYG costs to be paid with tax increment	\$ 105,000	\$ 105,000	\$ 0	\$ 0

Principal and Interest

	12/31/2021	12/31/2022
10 Outstanding obligation contingent upon available tax increment	\$ 85,979	\$ 80,421
	Prior Years	2022 Amount
11 Principal payments	\$ 19,021	\$ 5,558
12 Interest payments	\$ 20,254	\$ 3,439

ments

E PAYG 4 Through 2022	F PAYG 5 Through 2022	G PAYG 6 Through 2022	H PAYG 7 Through 2022	I PAYG 8 Through 2022	J PAYG 9 Through 2022	K PAYG 10 Through 2022	DOCUMENTED PAYG COSTS
							2 Land/Bldg Acq
							3 Site Impv/Prep
							4 Utilities
							5 Other Pub Impr
							6 Affordable Hsg
							7 Small City
							Temp Jobs Bllf
							8
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	9 TOTAL

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

13	A	B	C	D	E	F
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	Name on Development Agreement	Issue Date	Final Maturity Date	Interest Rate Range	Contract / Note Amount	Documented Amount
1	Nisse Treehouse, LLC	9/1/2016	2/1/2028	4.000 - 4.000 %	\$ 105,000	\$ 105,000
2				- %		\$ 0
3				- %		\$ 0
4				- %		\$ 0
5				- %		\$ 0
6				- %		\$ 0
7				- %		\$ 0
8				- %		\$ 0
9				- %		\$ 0
10				- %		\$ 0

Comments (500 Character limit):

14	
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Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Principal										Interest					
G		H		I		J		K		L	M	N	O		
Paid In Prior Years		Paid In 2022		Additions/Reductions Prior Years		Additions/Reductions In 2022		Outstanding		Due In 2023		Paid In 2022		Due In 2023	
1	\$ 19,021	\$ 5,558	\$ 0	\$ 0	\$ 0	\$ 80,421	\$ 16,084	\$ 20,254	\$ 3,439	\$ 3,217					
2															
3															
4															
5															
6															
7															
8															
9															
10															

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet	EIC	ADS
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Project Costs

	A	B	C
	Prior Years	2022 Amount	Total Through 2022
PROJECT COSTS (OTHER THAN PAYG)			
1 Land/building acquisition	\$ 0	\$ 0	\$ 0
2 Site improvements/preparation costs	\$ 155,000	\$ 0	\$ 155,000
3 Utilities	\$ 0	\$ 0	\$ 0
4 Other public improvements	\$ 0	\$ 0	\$ 0
5 Construction of affordable housing	\$ 0	\$ 0	\$ 0
6 Small city authorized costs, if not already included above	\$ 0	\$ 0	\$ 0
7 Temp Jobs Stimulus [Minn. Stat. § 469.176, subd. 4m]	\$ 0	\$ 0	\$ 0
8 Temp Transfer Authority [Minn. Stat. § 469.176, subd. 4n]	\$ 0	\$ 0	\$ 0
9 Authority administrative costs	\$ 7,894	\$ 0	\$ 7,894
10 County administrative costs	\$ 375	\$ 125	\$ 500
11 Subtract prior years' costs paid with public funds other than tax increment			\$ 0
Total Project Costs (Other than PAYG) Paid or Financed with Tax Increment and/or TIF Bond Proceeds	\$ 163,269	\$ 125	\$ 163,394
PROJECT COSTS (PAYG)			
13 Land/building acquisition			\$ 0
14 Site improvements/preparation costs			\$ 105,000
15 Utilities			\$ 0
16 Other public improvements			\$ 0
17 Construction of affordable housing			\$ 0
18 Small city authorized costs, if not already included above			\$ 0
19 Temp Jobs Stimulus [Minn. Stat. § 469.176, subd. 4m]			\$ 0
Total Documented Project Costs (PAYG) to be Paid with Tax Increment			\$ 105,000
TOTAL PROJECT COSTS PAID OR TO BE PAID WITH TAX INCREMENT AND/OR TIF BOND PROCEEDS			\$ 268,394
Amount of any payments included above for activities and improvements located outside the TIF district and paid for or financed with tax increment including administrative costs	\$ 7,894	\$ 0	\$ 7,894

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet
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Transfers Between TIF Districts

1 Are there any transfers of tax increment to or from the TIF district?

No

A		B	C	D
District Name		Prior Years	2022 Amount	Total Through 2022
2 TRANSFERS IN				
Transfers of tax increment from other TIF districts				
1				\$ 0
2				\$ 0
3				\$ 0
4				\$ 0
5				\$ 0
6				\$ 0
7				\$ 0
8				\$ 0
9				\$ 0
10				\$ 0
11				\$ 0
12				\$ 0
13				\$ 0
14				\$ 0
15				\$ 0
16				\$ 0
17				\$ 0
18				\$ 0
19				\$ 0
20				\$ 0
3 Total Transfers In		\$ 0	\$ 0	\$ 0

4 TRANSFERS OUT				
Transfers of tax increment to other TIF districts				
1				\$ 0
2				\$ 0
3				\$ 0
4				\$ 0
5				\$ 0
6				\$ 0
7				\$ 0
8				\$ 0
9				\$ 0
10				\$ 0
11				\$ 0
12				\$ 0
13				\$ 0
14				\$ 0
15				\$ 0
16				\$ 0
17				\$ 0
18				\$ 0
19				\$ 0
20				\$ 0
5 Total Transfers Out		\$ 0	\$ 0	\$ 0

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet	EIC	AL
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Revenues, Expenditures, and Changes in Tax Increment Balance

		A	B	C
		Prior Years	2022 Amount	Total Through 2022
REVENUES				
1	Tax increment revenues distributed from the county	\$ 42,493	\$ 9,997	\$ 52,490
2	Interest and investment earnings	\$ 0	\$ 5	\$ 5
3	TIF Credits	\$ 0	\$ 0	\$ 0
4	Loan/advance repayments	\$ 0	\$ 0	\$ 0
5	Lease proceeds	\$ 0	\$ 0	\$ 0
6	Repayments or return of tax increment per agreements	\$ 0	\$ 0	\$ 0
7	Total Revenues	\$ 42,493	\$ 10,002	\$ 52,495
EXPENDITURES				
8	Project costs (other than PAYG)	\$ 163,269	\$ 125	\$ 163,394
9	Tax increment returned to the county	\$ 0	\$ 0	\$ 0
Bond Payments				
Principal				
10	Payments for PAYG note or contract	\$ 19,021	\$ 5,558	\$ 24,579
11	Payments on all other TIF bonds	\$ 0	\$ 0	\$ 0
Interest				
12	Interest on PAYG	\$ 20,254	\$ 3,439	\$ 23,693
13	Interest on all other (TIF and Non-TIF) bonds	\$ 0	\$ 0	\$ 0
14	Interest on interfund loans	\$ 0	\$ 0	\$ 0
15	Total Expenditures	\$ 202,544	\$ 9,122	\$ 211,666
16	Revenues over (under) expenditures	\$ (160,051)	\$ 880	\$ (159,171)
OTHER SOURCES AND USES				
17	Transfers in	\$ 0	\$ 0	\$ 0
18	Transfers out	\$ 0	\$ 0	\$ 0
19	TIF Bonds issued (other than refunding bonds)	\$ 0	\$ 0	\$ 0
20	Refunding TIF bonds issued	\$ 0	\$ 0	\$ 0
21	TIF Bonds refunded	\$ 0	\$ 0	\$ 0
22	TIF Bond discount	\$ 0	\$ 0	\$ 0
23	TIF Bond premium	\$ 0	\$ 0	\$ 0
24	Sales of property	\$ 0	\$ 0	\$ 0
25	Other (see instructions, comment required)	\$ 0	\$ 0	\$ 0
26	Total Other Sources and Uses	\$ 0	\$ 0	\$ 0
27	Net change in tax increment balances	\$ (160,051)	\$ 880	\$ (159,171)
28	Tax Increment balance (beginning 01/01/2022)		\$ (160,051)	
29	Tax Increment balance (ending 12/31/2022)		\$ (159,171)	

Comments (500 Character limit):

30	
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Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance
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Balance Sheet

		A	B
		12/31/2021	12/31/2022
ASSETS			
1	Cash	\$ 0	\$ 0
2	Investments	\$ 0	\$ 0
3	Due from other TIF districts	\$ 0	\$ 0
4	Due from non-tax increment accounts	\$ 0	\$ 0
5	Interest receivable	\$ 0	\$ 0
6	Taxes receivable	\$ 0	\$ 0
7	Other receivables	\$ 0	\$ 0
8	Property held for resale	\$ 0	\$ 0
9	Total Assets	\$ 0	\$ 0
LIABILITIES			
10	Due to other TIF districts	\$ 0	\$ 0
11	Due to non-tax increment accounts	\$ 160,051	\$ 159,171
12	Accounts payable	\$ 0	\$ 0
13	Unearned revenue	\$ 0	\$ 0
14	Total Liabilities	\$ 160,051	\$ 159,171
15	Deferred Inflows	\$ 0	\$ 0
16	Total Liabilities and Deferred Inflows	\$ 160,051	\$ 159,171
TAX INCREMENT BALANCE			
17	Total Tax Increment Balance	\$ (160,051)	\$ (159,171)
18	Total Liabilities and Tax Increment Balance	\$ 0	\$ 0

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet
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Excess Increment Calculation

Excess increment calculation report required?

If the total costs authorized by the TIF plan to be paid or financed with tax increment from the district exceed the total tax increment collected from the district by 20 percent or more, the excess increment calculation is not required to be reported.

Excess increment calculation reporting exemption: Minn. Stat. § 469.176, subd. 2 (g).

1	Tax increment generated by the district since certification	\$ 52,495
2	Multiply the above amount by 1.2	\$ 62,994
3	Total costs authorized by the TIF plan to be paid or financed with tax increment	\$ 492,417
4	Based on the calculation above, the Excess Increment Calculation Report is:	NOT REQUIRED

Excess Increment Calculation Report

5	Total tax increment generated by the district since certification	\$ 52,495
6	Subtract total tax increment returned to the county	\$ 0
7	Subtotal A	\$ 52,495
8	Total costs authorized by the TIF plan to be paid or financed with tax increment	\$ 492,417
9	Subtract authorized costs that have been or will be paid from sources other than tax increment	
10	Subtract principal and interest payments due after the year ended December 31, 2022	
	Add transfers of increment made prior to December 31, 2022, used to pay for Minn. Stat. § 469.1763 deficits	
11		
12	Subtotal B	\$ 492,417
13	Excess increment (Subtract subtotal B from subtotal A)	\$ (439,922)

Subtract any of the authorized uses of excess increment listed below:

14	Prepayment of any outstanding bonds	
15	Discharge of the pledge of tax increment for any outstanding bonds	
16	Payment into an escrow account dedicated to the payment of any outstanding bond	
17	Excess increment after subtractions of authorized uses*	\$ (439,922)

*Excess increments after subtractions must be returned to the county for distribution to the city, county, and school districts in which the TIF facility is located within nine months after the end of the year (by September 30).

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Expr	Ba
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2022 Annual Disclosure Statement

1	Name of Development Authority:	Spring Grove EDA
2	Name of Municipality:	Spring Grove
3	Fillmore County Journal (Name of the Newspaper)	8/14/2023 (Date of Publication)

The following information represents the annual disclosure of tax increment districts for the year ended December 31, 2022.

		TIF 1-3 Daycare Redev Project
4	Current net tax capacity	\$ 9,652
5	Original net tax capacity	\$ 2,940
6	Captured net tax capacity	\$ 6,712
7	Principal and interest payments due in 2023	\$ 31,811
8	Tax increment received in 2022	\$ 10,002
9	Tax increment expended in 2022	\$ 9,122
10	Month and year of first tax increment receipt	6/2018
11	Date of required decertification	12/31/2043
12	The total increased property taxes to be paid from outside the district if fiscal disparities Option A applies*	\$ 0

* The fiscal disparities property tax law provides that the growth in commercial-industrial property tax values is shared throughout the area. In a tax increment financing district, this value sharing can either result in a decrease in tax increment financing district revenue or a tax increase for other properties in the municipality depending on whether the tax increment financing district contributes its share of the growth. Amounts displayed here indicate that the district did not contribute its growth in commercial-industrial property tax values and represent the resulting increase in taxes on other properties in the City for taxes payable in 2022.

Additional information regarding this district may be obtained from:

13	Name:	Erin Konkel
14	Address:	118 1st Ave NW
15	City:	Spring Grove
16	State:	MN
17	Zip Code:	55974
18	Phone:	5074985221 Enter as 6512962551
19	Email:	erin@springgrovern.com

Enter 'none' if no email address.

Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance
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Comments

Please enter any additional comments regarding this district (500 character limit on Comments):

1

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet
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Home

The Annual Reporting Form is required for each TIF district that must report in 2023 for the reporting year 2022 and is due by August 1, 2023.

Sections of this Annual Reporting Form may be pre-populated with previously reported information. This Annual Reporting Form is interactive, a line on one worksheet may carry over to another sheet. These cells are shaded yellow. Some columns automatically calculate a total. These cells are shaded blue. The information in the shaded cells cannot be changed directly but the information can be changed on the original worksheet.

Please become familiar with the forms and review each line for accuracy.

Important Information for Completing SAFES Forms

The OSA has become aware of an issue affecting some reporting forms that are downloaded from the State Auditor's Form Entry System (SAFES), which could include this form.

Please press the **Ctrl, Alt, and F9** keys at the same time to ensure that all calculations on your form are correct. Pressing these keys at the same time forces the form to recalculate and will resolve the issue. Please do this when you first open the form and again just before submitting the form, at a minimum.

Please feel free to contact us at TIF@osa.state.mn.us with any questions.

What do the red messages in the form indicate?

The red messages in the right margin indicate that data must be entered or corrected before the reporting form can be submitted. Once the data has been entered or corrected, the red message will no longer be displayed.

Tab Name	Red Messages Remaining
Overview	0
District Info	0
Debt	0
Interfund Loans	0
PAYG	0
Project Costs	0
Transfers	0
Rev & Exp	0
Balance Sheet	0
EIC	0
ADS	0
Comments	0
Cut and Paste Errors	0
TOTAL COUNT	0

Have you reviewed the instructions?

Detailed instructions on how to complete the Annual Reporting Form are available by clicking the link below.

[CLICK HERE for detailed reporting instructions](#)

Instructional videos provide additional assistance in completing the Annual Reporting Form the videos.

[CLICK HERE to view videos](#)

Have you read the TIF Statements of Position?

The Office of the State Auditor (OSA) prepares Statements of Position to provide an educational resource to local governments, auditors and the public. Statements of Position are not legal advice and should not be relied upon in lieu of legal advice.

[CLICK HERE for a list of all TIF Statements of Position](#)

Have you saved your files?

Use the SAVE AS command and choose the location to save your files on your computer. Otherwise, they will be saved to a temporary location, making them difficult to locate when you are ready to upload.

Are your calculations too slow?

If the calculations are too slow, change the calculation options from automatic to manual. For information regarding how to change the calculation process, please see the following link to Microsoft.

[CLICK HERE for Microsoft Change formula recalculation, iteration, or precision](#)

"Change when a worksheet or workbook recalculates"

Do you need additional forms?

A TIF District Annual Reporting Form is required to be submitted for a TIF district beginning with the year the district is certified. If you have a new TIF district that needs to be reported for 2022, please email the OSA as soon as possible. For new TIF districts, you must complete a TIF Plan Collection Form through SAFES (State Auditor's Form Entry System) before a 2022 District Annual Form can be generated. If you have a new pooled debt issue to be reported for 2022, please email the OSA.

TIF@osa.state.mn.us

Was this TIF District recently decertified?

If a district has recently been decertified, please print and complete a Confirmation of Decertification Form from our website. Complete and sign Part A, and send the form to your County Auditor. He or she will verify the information and sign Part B. It is the authority's responsibility to make sure the OSA receives a fully completed decertification form.

[Confirmation of Decertification Form](#)

If the district is decertified before the maximum duration limit identified in the TIF Act is reached, please submit a copy of the city council's resolution to decertify the district in addition to the Confirmation of Decertification.

Do you have additional information to share with our office?

A comment box is available at the end of the reporting form. Please use the comment box as needed to share information that may be pertinent to the reporting form. If your comment exceeds the space available on the reporting form, you may email the OSA to share the information.

TIF@osa.state.mn.us

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet
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Tax Increment Financing Annual Reporting Form for the Year Ended December 31, 2022

1	TIF District Name:	TIF 1-4
2	Development Authority:	Spring Grove EDA
3	District Type:	Economic Development
4	County Where TIF District is Located:	Houston
5	County Identification Number, if any:	

6	For Economic Development districts only: (choose "Not Applicable" for all other districts)	
a	Is the Small City Exception being used?	No
b	Is the district used for a Workforce Housing Project?	No
7	Is this TIF district in a fiscal disparities area?	No
8	If yes, under what option?	Not Applicable

Original TIF Plan Information

9	TIF Plan Approval Date:	9/19/2017
10	Certification Request Date:	10/13/2017
11	Certification Date:	3/12/2018

District Duration

12	Month and year of first receipt of tax increment (actual or anticipated):	5/2020
13	Required Decertification Date:	12/31/2027

TIF Plan Estimates - Original Plan 9/19/2017

		9/19/2017
ESTIMATED TAX INCREMENT REVENUES (from tax increment generated by the district)		
14	Tax increment revenues distributed from the county	\$ 881,271
15	Interest and investment earnings	\$ 0
16	Sales/lease proceeds	\$ 0
17	TIF Credits	\$ 0
18	Total Estimated Tax Increment Revenues	\$ 881,271

ESTIMATED PROJECT/FINANCING COSTS (to be paid or financed with tax increment)

Project costs

19	Land/building acquisition	\$ 0
20	Site improvements/preparation costs	\$ 0
21	Utilities	\$ 302,991
22	Other public improvements	\$ 302,991
23	Construction of affordable housing	\$ 0
24	Small city authorized costs, if not already included above	\$ 0
25	Administrative costs	\$ 88,127
26	Estimated Tax Increment Project Costs	\$ 694,109

Estimated financing costs

27	Interest expense	\$ 187,162
28	Total Estimated Project/Financing Costs to be Paid From Tax Increment	\$ 881,271

ESTIMATED FINANCING

29	Total amount of bonds to be issued	\$ 694,109
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Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet
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District Information**Special Legislation**

1 Was any special legislation enacted for this district? **No**

2	A	B	C	D
	Year	Chapter	Article	Section
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

3 **Captured Tax Capacity** (Only select "Not Applicable" if Decertified or Entirely Tax Exempt) **Applicable**

		2022 Amount
4	Current net tax capacity	+ \$ 5,266
5	Original net tax capacity	- \$ 1,890
6	Captured net tax capacity (If negative, show \$0)	= \$ 3,376
7	Fiscal disparity deduction, if applicable (option B)	- \$ 0
8	Captured net tax capacity shared with other taxing jurisdictions	- \$ 0
9	Captured net tax capacity retained for tax increment financing (If negative, show \$0)	= \$ 3,376

Fiscal Disparities

10 Enter the amount of total increased property taxes to be paid from outside the TIF district from line 33 of the Department of Revenue's fiscal disparity option A calculation form.

Five-Year Rule

11 Did one or more of the following actions occur before 3/12/2023 ? **Yes**

If yes, select "Yes" at the appropriate actions:

12	Revenues were paid to a third party	No
13	Bonds were issued and sold to a third party	No
14	Binding contracts with a third party were entered into and the revenues will be spent under the contractual obligation	No
15	Activity costs were paid for and revenues are spent to reimburse a party for payment of the activity costs	Yes
16	Expenditures were made for housing or public infrastructure purposes as permitted by Minn. Stat. § 469.1763, subd. 3 (a) (5)	No

Statutory County Correction of Error(s)

17 Did the county auditor address any error under Minn. Stat. § 469.177, subd. 13 in 2022? (Populated per county; use Comments Tab to note any disagreement) **No**

Decertification

18 Has this district been decertified? **No**

19 Actual Decertification Date:

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

- Home
- Overview
- District Info
- Debt
- Interfund Loans
- PAYG
- Project Costs
- Transfers
- Rev & Exp
- Balance Sheet
- EIC
- ADS

Financing & Debt

Since 2010, have you made debt service payments on a TIF bond or non-TIF bond, or are the district's increment pledged to pay an outstanding bond?

(Do not consider Pay-As-You-Go (PAYG) or Interfund loans.)

No

TIF Principal and Interest

	A	B	C
	Bonds Retired		
	Before 2010		
	All Prior Years		
	2022 Amount		
2 TIF Bonds issued (other than refunding bonds)	\$ 0	\$ 0	\$ 0
3 TIF Refunding bonds issued	\$ 0	\$ 0	\$ 0
4 TIF Bond Principal payments from tax increment	\$ 0	\$ 0	\$ 0
5 Interest payments from tax increment (TIF and Non-TIF Bonds)	\$ 0	\$ 0	\$ 0

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

Key To Drop-Down Menu for "Type"

- A - General Obligation TIF Bonds
- B - Revenue TIF Bonds
- C - Other TIF Debt
- D - Non-TIF Bonds

6	A	B	C	D	E	F	G	H	I	J
	Name	Type	Pooled	Refunding	Refunded	Issue Date	Final Maturity Date	Interest Rate Range	Issue Amount	Amount Refunded (if refunded)
1								%		
2								%		
3								%		
4								%		
5								%		
6								%		
7								%		
8								%		
9								%		
10								%		
11								%		
12								%		
13								%		
14								%		
15								%		
16								%		
17								%		
18								%		
19								%		
20								%		

Do not consider PAYG and interfund loans. If you need to report additional bonds, please contact the OSA.

Comments (500 character limit):

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

	K	L	M	N	O	P	Q	R	S	T	U	V	W
	Principal												Interest
	Paid In Prior Years From Tax Increment	Paid In Prior Years From Other Sources	Paid In 2022 From Tax Increment	Paid In 2022 From Other Sources	Additions In Prior Years	Additions In 2022	Outstanding	Due In 2023 From Tax Increment	Paid In Prior Years From Tax Increment	Paid In Prior Years From Other Sources	Paid In 2022 From Tax Increment	Paid In 2022 From Other Sources	Due In 2023 From Tax Increment
1							\$ 0						
2							\$ 0						
3							\$ 0						
4							\$ 0						
5							\$ 0						
6							\$ 0						
7							\$ 0						
8							\$ 0						
9							\$ 0						
10							\$ 0						
11							\$ 0						
12							\$ 0						
13							\$ 0						
14							\$ 0						
15							\$ 0						
16							\$ 0						
17							\$ 0						
18							\$ 0						
19							\$ 0						
20							\$ 0						

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance
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Interfund Loans

- 1 Does/Did this district have interfund loans outstanding after 2009?
- 2 Did this district pay interest on interfund loans that were retired before 2010?

Interfund Loans

	A	B
	12/31/2021	12/31/2022
3 Due to other TIF districts	\$ 0	\$ 0
4 Due to non-tax increment accounts	\$ 173,475	\$ 168,568
5 Due from other TIF districts	\$ 0	\$ 0
6 Due from non-tax increment accounts	\$ 0	\$ 0

Principal and Interest

	A	B	C
	Interfund Loans Retired Before 2010	Prior Years	2022 Amount
7 Principal payments paid from this district		\$ 11,656	\$ 4,907
8 Interest payments paid from this district		\$ 0	\$ 0

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

Key To Drop-Down Menu for "Type"

- A - Receivable: Interfund Loan to Other District
- B - Receivable: Interfund Loan to Non-Tax Increment Account
- C - Payable: Interfund Loan from Other District
- D - Payable: Interfund Loan from Non-Tax Increment Account

Name of Second Party (District or Non-Tax Increment Account)		Type		District		Non-Tax Increment Account		Resolution Date		Final Maturity Date		Interest Rate Range		Authorized Amount	
9	A	B	C	D	E	F	G								
1	D							General Fund	9/19/2017	12/31/2027	4.000 - 4.000	%	\$	881,271	
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
16															
17															
18															
19															
20															

If you need to report additional interfund loans, please contact the OSA.

Comments (500 Character limit):

10

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

	H	I	J	K	L	M	N	O	P	Interest		R	S
	Principal												Terms
	Prior Years Draw Amount	2022 Draw Amount	Paid/Rec'd in Prior Years	Paid/Rec'd in 2022	Additions/Reductions Prior Years	Additions/Reductions in 2022	Outstanding	Due in 2023	Paid/Rec'd in Prior Years	Paid/Rec'd in 2022	Due in 2023	Modified in 2022?	
1	\$ 185,131	\$ 0	\$ 11,656	\$ 4,907	\$ 0	\$ 0	\$ 168,568	\$ 33,714	\$ 0	\$ 0	\$ 6,743	No	
2							\$ 0						
3							\$ 0						
4							\$ 0						
5							\$ 0						
6							\$ 0						
7							\$ 0						
8							\$ 0						
9							\$ 0						
10							\$ 0						
11							\$ 0						
12							\$ 0						
13							\$ 0						
14							\$ 0						
15							\$ 0						
16							\$ 0						
17							\$ 0						
18							\$ 0						
19							\$ 0						
20							\$ 0						



Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet	EIC	ADS	Com
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Pay-As-You-Go (PAYG) Financing

1 Are there any PAYG obligations for this district? ☐ No ☐ Yes *Skip this worksheet. Proceed

For the section below, report only the documented PAYG costs to be repaid with tax increment.

DOCUMENTED PAYG COSTS

2	Land/building acquisition	\$	0									
3	Site improvements/preparation costs	\$	0									
4	Utilities	\$	0									
5	Other public improvements	\$	0									
6	Construction of affordable housing	\$	0									
7	Small city authorized costs, if not already included above	\$	0									
8	Temp. Jobs Stimulus (Minn. Stat. § 469.176, subd. 4m)	\$	0									
9	Total documented PAYG costs to be paid with tax increment	\$	0									

Principal and interest

10	Outstanding obligation contingent upon available tax increment	12/31/2021	12/31/2022
		\$ 0	\$ 0
11	Principal payments	Prior Years	2022 Amount
		\$ 0	\$ 0
12	Interest payments		\$ 0

metis

ed to the Project Costs worksheet.

E	F	G	H	I	J	K	
PAYG 4 Through 2022	PAYG 5 Through 2022	PAYG 6 Through 2022	PAYG 7 Through 2022	PAYG 8 Through 2022	PAYG 9 Through 2022	PAYG 10 Through 2022	DOCUMENTED PAYG COSTS
							2 Land/Bldg Acq
							3 Site Imp/Prep
							4 Utilities
							5 Other Pub Impr
							6 Affordable Hsg
							7 Small City
							8 Temp Jobs Bill
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	9 TOTAL

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

13

A

B

C

D

E

F

	Name on Development Agreement	Issue Date	Final Maturity Date	Interest Rate Range	Contract / Note Amount	Documented Amount
1				- %		\$ 0
2				- %		\$ 0
3				- %		\$ 0
4				- %		\$ 0
5				- %		\$ 0
6				- %		\$ 0
7				- %		\$ 0
8				- %		\$ 0
9				- %		\$ 0
10				- %		\$ 0

14

Comments (500 Character limit):

	G	H	I	J	K	L	M	N	O
	Principal						Interest		
	Paid In Prior Years	Paid In 2022	Additions/ Reductions Prior Years	Additions/ Reductions In 2022	Outstanding	Due In 2023	Paid In Prior Years	Paid In 2022	Due In 2023
1					\$ 0				
2					\$ 0				
3					\$ 0				
4					\$ 0				
5					\$ 0				
6					\$ 0				
7					\$ 0				
8					\$ 0				
9					\$ 0				
10					\$ 0				

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet	EIC	ADS
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Project Costs

		A	B	C
		Prior Years	2022 Amount	Total Through 2022
PROJECT COSTS (OTHER THAN PAYG)				
1	Land/building acquisition	\$ 0	\$ 0	\$ 0
2	Site improvements/preparation costs	\$ 0	\$ 0	\$ 0
3	Utilities	\$ 88,116	\$ 0	\$ 88,116
4	Other public improvements	\$ 88,115	\$ 0	\$ 88,115
5	Construction of affordable housing	\$ 0	\$ 0	\$ 0
6	Small city authorized costs, if not already included above	\$ 0	\$ 0	\$ 0
7	Temp Jobs Stimulus [Minn. Stat. § 469.176, subd. 4m]	\$ 0	\$ 0	\$ 0
8	Temp Transfer Authority [Minn. Stat. § 469.176, subd. 4n]	\$ 0	\$ 0	\$ 0
9	Authority administrative costs	\$ 8,900	\$ 0	\$ 8,900
10	County administrative costs	\$ 250	\$ 125	\$ 375
11	Subtract prior years' costs paid with public funds other than tax increment			\$ 0
12	Total Project Costs (Other than PAYG) Paid or Financed with Tax Increment and/or TIF Bond Proceeds	\$ 185,381	\$ 125	\$ 185,506
PROJECT COSTS (PAYG)				
13	Land/building acquisition		\$ 0	\$ 0
14	Site improvements/preparation costs		\$ 0	\$ 0
15	Utilities		\$ 0	\$ 0
16	Other public improvements		\$ 0	\$ 0
17	Construction of affordable housing		\$ 0	\$ 0
18	Small city authorized costs, if not already included above		\$ 0	\$ 0
19	Temp Jobs Stimulus [Minn. Stat. § 469.176, subd. 4m]		\$ 0	\$ 0
20	Total Documented Project Costs (PAYG) to be Paid with Tax Increment			\$ 0
21	TOTAL PROJECT COSTS PAID OR TO BE PAID WITH TAX INCREMENT AND/OR TIF BOND PROCEEDS			\$ 185,506
22	Amount of any payments included above for activities and improvements located outside the TIF district and paid for or financed with tax increment including administrative costs	\$ 8,900	\$ 0	\$ 8,900

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet
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Transfers Between TIF Districts

1 Are there any transfers of tax increment to or from the TIF district?

No

A	B	C	D
District Name	Prior Years	2022 Amount	Total Through 2022

2 TRANSFERS IN

Transfers of tax increment from other TIF districts

1				\$	0
2				\$	0
3				\$	0
4				\$	0
5				\$	0
6				\$	0
7				\$	0
8				\$	0
9				\$	0
10				\$	0
11				\$	0
12				\$	0
13				\$	0
14				\$	0
15				\$	0
16				\$	0
17				\$	0
18				\$	0
19				\$	0
20				\$	0
3	Total Transfers In	\$	0	\$	0

4 TRANSFERS OUT

Transfers of tax increment to other TIF districts

1				\$	0
2				\$	0
3				\$	0
4				\$	0
5				\$	0
6				\$	0
7				\$	0
8				\$	0
9				\$	0
10				\$	0
11				\$	0
12				\$	0
13				\$	0
14				\$	0
15				\$	0
16				\$	0
17				\$	0
18				\$	0
19				\$	0
20				\$	0
5	Total Transfers Out	\$	0	\$	0

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet	EIC	AC
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Revenues, Expenditures, and Changes in Tax Increment Balance

	A	B	C
	Prior Years	2022 Amount	Total Through 2022
REVENUES			
1 Tax increment revenues distributed from the county	\$ 11,906	\$ 5,024	\$ 16,930
2 Interest and investment earnings	\$ 0	\$ 8	\$ 8
3 TIF Credits	\$ 0	\$ 0	\$ 0
4 Loan/advance repayments	\$ 0	\$ 0	\$ 0
5 Lease proceeds	\$ 0	\$ 0	\$ 0
6 Repayments or return of tax increment per agreements	\$ 0	\$ 0	\$ 0
7 Total Revenues	\$ 11,906	\$ 5,032	\$ 16,938
EXPENDITURES			
8 Project costs (other than PAYG)	\$ 185,381	\$ 125	\$ 185,506
9 Tax increment returned to the county	\$ 0	\$ 0	\$ 0
Bond Payments			
Principal			
10 Payments for PAYG note or contract	\$ 0	\$ 0	\$ 0
11 Payments on all other TIF bonds	\$ 0	\$ 0	\$ 0
Interest			
12 Interest on PAYG	\$ 0	\$ 0	\$ 0
13 Interest on all other (TIF and Non-TIF) bonds	\$ 0	\$ 0	\$ 0
14 Interest on Interfund loans	\$ 0	\$ 0	\$ 0
15 Total Expenditures	\$ 185,381	\$ 125	\$ 185,506
16 Revenues over (under) expenditures	\$ (173,475)	\$ 4,907	\$ (168,568)
OTHER SOURCES AND USES			
17 Transfers in	\$ 0	\$ 0	\$ 0
18 Transfers out	\$ 0	\$ 0	\$ 0
19 TIF Bonds issued (other than refunding bonds)	\$ 0	\$ 0	\$ 0
20 Refunding TIF bonds issued	\$ 0	\$ 0	\$ 0
21 TIF Bonds refunded	\$ 0	\$ 0	\$ 0
22 TIF Bond discount	\$ 0	\$ 0	\$ 0
23 TIF Bond premium	\$ 0	\$ 0	\$ 0
24 Sales of property	\$ 0	\$ 0	\$ 0
25 Other (see instructions, comment required)	\$ 0	\$ 0	\$ 0
26 Total Other Sources and Uses	\$ 0	\$ 0	\$ 0
27 Net change in tax increment balances	\$ (173,475)	\$ 4,907	\$ (168,568)
28 Tax Increment balance (beginning 01/01/2022)		\$ (173,475)	
29 Tax Increment balance (ending 12/31/2022)		\$ (168,568)	

Comments (500 Character limit):

30	
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Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance
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Balance Sheet

		A	B
		12/31/2021	12/31/2022
ASSETS			
1	Cash	\$ 0	\$ 0
2	Investments	\$ 0	\$ 0
3	Due from other TIF districts	\$ 0	\$ 0
4	Due from non-tax increment accounts	\$ 0	\$ 0
5	Interest receivable	\$ 0	\$ 0
6	Taxes receivable	\$ 0	\$ 0
7	Other receivables	\$ 0	\$ 0
8	Property held for resale	\$ 0	\$ 0
9	Total Assets	\$ 0	\$ 0
LIABILITIES			
10	Due to other TIF districts	\$ 0	\$ 0
11	Due to non-tax increment accounts	\$ 173,475	\$ 168,568
12	Accounts payable	\$ 0	\$ 0
13	Unearned revenue	\$ 0	\$ 0
14	Total Liabilities	\$ 173,475	\$ 168,568
15	Deferred Inflows	\$ 0	\$ 0
16	Total Liabilities and Deferred Inflows	\$ 173,475	\$ 168,568
TAX INCREMENT BALANCE			
17	Total Tax Increment Balance	\$ (173,475)	\$ (168,568)
18	Total Liabilities and Tax Increment Balance	\$ 0	\$ 0

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance Sheet
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Excess Increment Calculation

Excess increment calculation report required?

If the total costs authorized by the TIF plan to be paid or financed with tax increment from the district exceed the total tax increment collected from the district by 20 percent or more, the excess increment calculation is not required to be reported.

Excess increment calculation reporting exemption: Minn. Stat. § 469.176, subd. 2 (g).

1	Tax increment generated by the district since certification	\$ 16,938
2	Multiply the above amount by 1.2	\$ 20,326
3	Total costs authorized by the TIF plan to be paid or financed with tax increment	\$ 881,271
4	Based on the calculation above, the Excess Increment Calculation Report is:	NOT REQUIRED

Excess Increment Calculation Report

5	Total tax increment generated by the district since certification	\$ 16,938
6	Subtract total tax increment returned to the county	\$ 0
7	Subtotal A	\$ 16,938
8	Total costs authorized by the TIF plan to be paid or financed with tax increment	\$ 881,271
9	Subtract authorized costs that have been or will be paid from sources other than tax increment	
10	Subtract principal and interest payments due after the year ended December 31, 2022	
11	Add transfers of increment made prior to December 31, 2022, used to pay for Minn. Stat. § 469.1763 deficits	
12	Subtotal B	\$ 881,271
13	Excess increment (Subtract subtotal B from subtotal A)	\$ (864,333)

Subtract any of the authorized uses of excess increment listed below:

14	Prepayment of any outstanding bonds	
15	Discharge of the pledge of tax increment for any outstanding bonds	
16	Payment into an escrow account dedicated to the payment of any outstanding bond	
17	Excess increment after subtractions of authorized uses*	\$ (864,333)

*Excess increments after subtractions must be returned to the county for distribution to the city, county, and school districts in which the TIF district is located within nine months after the end of the year (by September 30).

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Expr	B
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2022 Annual Disclosure Statement

1	Name of Development Authority:	Spring Grove EDA
2	Name of Municipality:	Spring Grove
3	Fillmore County Journal (Name of the Newspaper)	8/14/2023 (Date of Publication)

The following information represents the annual disclosure of tax increment districts for the year ended December 31, 2022.

		TIF 1-4
4	Current net tax capacity	\$ 5,266
5	Original net tax capacity	\$ 1,890
6	Captured net tax capacity	\$ 3,376
7	Principal and interest payments due in 2023	\$ 40,457
8	Tax increment received in 2022	\$ 5,032
9	Tax increment expended in 2022	\$ 125
10	Month and year of first tax increment receipt	5/2020
11	Date of required decertification	12/31/2027
12	The total increased property taxes to be paid from outside the district if fiscal disparities Option A applies*	\$ 0

* The fiscal disparities property tax law provides that the growth in commercial-industrial property tax values is shared throughout the area. In a tax increment financing district, this value sharing can either result in a decrease in tax increment financing district revenue or a tax increase for other properties in the municipality depending on whether the tax increment financing district contributes its share of the growth. Amounts displayed here indicate that the district did not contribute its growth in commercial-industrial property tax values and represent the resulting increase in taxes on other properties in the City for taxes payable in 2022.

Additional information regarding this district may be obtained from:

13	Name:	Erin Konkel
14	Address:	118 1st Ave NW
15	City:	Spring Grove
16	State:	Mn
17	Zip Code:	55974
18	Phone:	5074985221 Enter as 6512962551
19	Email:	erin@springgrovemn.com

Enter 'none' if no email address.

Spring Grove EDA - TIF 1-4 - 2022 Annual Reporting Form

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Exp	Balance
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Comments

Please enter any additional comments regarding this district (500 character limit on Comments):

1

Houston County Agenda Request Form

Date Submitted: August 11, 2023

Board Date: August 22, 2023

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The grant offer for the FAA to approve funding for the Taxi-lane project and the land purchase is being prepared for signature.

Attachments/Documentation for the Board's Review:

Grant agreement attached.

Justification:

The taxi-lane project has already been bid out and is waiting for this funding. Tied to this grant offer is the reimbursement for the land purchase.

Action Requested:

Motion to pass the resolution to accept the grant and to authorize the signature of County Engineer on the grant agreement.

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.



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	_____
Airport/Planning Area	<u>Houston County Airport</u>
FY2023 AIP Grant Number	<u>3-27-0016-012-2023</u>
Unique Entity Identifier	<u>XEMLXNMPRD93</u>
TO:	<u>County of Houston</u>
	(herein called the "Sponsor")
	<i>Channeled through the State of Minnesota</i>

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **May 4, 2023**, for a grant of Federal funds for a project at or associated with the Houston County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Houston County Airport (herein called the "Project") consisting of the following:

Acquire Land for Development, Construct Taxilane

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$396,187.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning;

\$ 365,000 for airport development or noise program implementation; and,

\$31,187 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. **Budget Period:**
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 11, 2023**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request,

all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

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

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 7/19/2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
29. **Title Evidence.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) 8 until title evidence has been submitted to, and found to be satisfactory by the FAA, subject to no liens, encumbrances, reservations, or exceptions which, in the opinion of the FAA, might create an undue risk or interference with the use and operation of the airport.
30. **Environmental.** The environmental approval for this project was issued on 4/4/2023. This project includes the following mitigation measures:

BMPs and an erosion control plan to minimize impacts of stormwater runoff.

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

31. **Update Approved Exhibit "A" Property Map for Land in Project.** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
32. **Future Development Land.** The Sponsor agrees to perform the airport development which requires this land acquisition within 20 years of this Grant Agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 20 years for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.
33. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major rehabilitation.
 - 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
 - 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

34. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
- b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

- c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant.
- 35. **Program Income and Revenue from Real Property.** The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this Grant received while the Grant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the Grant is closed, all net revenues produced from real property purchased in part with Federal funds in this Grant must be used on the airport for airport planning, development, or operating expenses in accordance with 49 U.S.C. §§ 47107(b) and 47133. This income may not be used for the Sponsor's matching share of any grant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
- 36. **Uniform Relocation Act.** The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs, as further required in accordance with Airport Sponsors Grant Assurance 35 and Non-Airport Sponsors Undertaking Noise Compatibility Program Projects Grant Assurance 21, as applicable.
- 37. **Land Acquisition.** The Sponsor agrees that no payments will be made on the Grant until the Sponsor has presented evidence to the FAA that it has recorded the Grant Agreement, including the Grant Assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the Grant Agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.
- 38. **Land Reimbursement Credit.** The Sponsor understands and agrees that the following property parcels are being claimed as credit for matching share under this Grant:

Parcel #8, 7.93 acres

These parcels become obligated airport property that must be depicted on a current Exhibit "A" Property Map. As part of this project, the Sponsor agrees to update the Exhibit "A" Property Map in a manner conforming to standards satisfactory to the FAA and which properly reflects the property parcels the Sponsor is claiming as matching share.

The Sponsor agrees that no payments will be made on the Grant until the Sponsor:

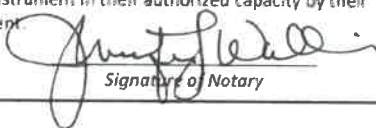
 - a. Presents evidence to the FAA that it has recorded the Grant Agreement and associated Grant Assurances in the public land records of the county courthouse; and
 - b. Submits, to FAA's satisfaction, an update to the Exhibit "A" Property Map which reflects the property tracts that are being used as credit toward the Sponsor's share for this grant and any previous grants.

If within 18 months of grant execution, the sponsor has yet to update the Exhibit "A" Property Map to the standards satisfactory to the FAA, the FAA may rescind this Grant Agreement and recover the funds awarded under this Grant.
- 39. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

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

I declare under penalty of perjury that the foregoing is true and correct.¹

ACKNOWLEDGEMENT	
STATE OF	<u>Minnesota</u>
COUNTY OF	<u>Chisago</u>
On	<u>8-7-2023</u>
before me, a Notary Public, personally appeared <u>Jacob Martin</u> , who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that <u>Jacob Martin</u> executed the foregoing instrument in their authorized capacity by their signature on the instrument.	
 Signature of Notary	

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

JACOB MARTIN

(Typed Name)

Deputy Manager

(Title of FAA Official)

DMA-ADO



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

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

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

I declare under penalty of perjury that the foregoing is true and correct.²

Dated at:

<p>ACKNOWLEDGEMENT</p> <p>STATE OF <u>Minnesota</u></p> <p>COUNTY OF <u>Houston</u></p> <p>On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.</p> <p>_____ Signature of Notary</p>

County of Houston

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Samuel Jandt, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at:

ACKNOWLEDGEMENT	
STATE OF <u>Minnesota</u>	
COUNTY OF <u>Houston</u>	
On _____, before me, a Notary Public, personally appeared <u>Samuel Jandt</u> , who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that <u>Samuel Jandt</u> executed the foregoing instrument in their authorized capacity by their signature on the instrument.	
_____ <i>Signature of Notary</i>	

By: _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

- performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
 - c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

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

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

c. Duration.

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

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**County of Houston**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport

purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of May 4, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: County of Houston

Airport: Houston County Airport (CHU)

Project Number: 3-27-0016-012-2023

Description of Work: Acquire Land for Development, Construct Taxilanes

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No ☐ N/A

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No ☐ N/A

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

*Houston County
Brian Pogodzinski
County Engineer*

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: County of Houston

Airport: Houston County Airport (CHU)

Project Number: 3-27-0016-012-2023

Description of Work: Acquire Land for Development, Construct Taxilanes

Application

49 USC § 47105(d), authorizes the Secretary to require the certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR § 26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38)

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

*Houston County
Brian Pogodzinski
County Engineer*

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: County of Houston

Airport: Houston County Airport (CHU)

Project Number: 3-27-0016-012-2023

Description of Work: Acquire Land for Development, Construct Taxilanes

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

*Houston County
Brian Pogodzinski
County Engineer*

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: County of Houston

Airport: Houston County Airport (CHU)

Project Number: 3-27-0016-012-2023

Description of Work: Acquire Land for Development, Construct Taxilanes

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
- a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
 - b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

*Houston County Airport
17247 State 76
Caledonia, MN 55921*

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

*Houston County
Brian Pogodzinski
County Engineer*

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: County of Houston

Airport: Houston County Airport (CHU)

Project Number: 3-27-0016-012-2023

Description of Work: Acquire Land for Development, Construct Taxilanes

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, etseq)
- e. Occupational Safety and Health Act requirements (20 CFR part1920)
- f. Seismic Safety – building construction (49 CFR part41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

Houston County
Brian Pogodzinski
County Engineer

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: County of Houston

Airport: Houston County Airport (CHU)

Project Number: 3-27-0016-012-2023

Description of Work: Acquire Land for Development, Construct Taxilanes

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC §47107).

☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

☒ Yes ☐ No ☐ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par.3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

Houston County
Brian Pogodzinski
County Engineer

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: County of Houston

Airport: Houston County Airport (CHU)

Project Number: 3-27-0016-012-2023

Description of Work: Acquire Land for Development, Construct Taxilanes

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
☒ Yes ☐ No ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
☒ Yes ☐ No ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.

☒ Yes ☐ No ☐ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

☒ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

☒ Yes ☐ No ☐ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

- a. The right of flight;
- b. The right of ingress and egress to remove obstructions; and
- c. The right to restrict the establishment of future obstructions.

☒ Yes ☐ No ☐ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
- b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

☒ Yes ☐ No ☐ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

☒ Yes ☐ No ☐ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

☒ Yes ☐ No ☐ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement; and
- b. Supporting documents for settlements included in the project files.

☒ Yes ☐ No ☐ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
- b. Supporting documents for awards included in the project files.

☒ Yes ☐ No ☐ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☒ Yes ☐ No ☐ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

*Houston County
Brian Pogodzinski
County Engineer*

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

RESOLUTION NO. 23-27

**AUTHORIZATOIN TO EXECUTE
FEDERAL AVIATION AIRPORT IMPROVEMENT PROGRAM (AIP)
Acquire Land for Development, Construct Taxi-Lane
Grant Number 3-27-0016-012-2023**

BE IT RESOLVED by the County of Houston as follows:

1. That the FAA Grant No. 3-27-0016-012-2023,
“Acquire Land for Development, Construct Taxi-lane” at the Houston County Airport
is accepted.
2. That the Houston County Engineer is authorized to execute the Contract and any
amendments on behalf of the County of Houston.

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

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Polly Heberlein, do herby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at an authorized meeting held August 22, 2023, as shown by the minutes in my possession.

WITNESS my hand and seal of my office the 22nd of August 2023.

(SEAL)

Polly Heberlein, Interim County Auditor-Treasurer

Houston County Aquatic Invasive Species Resolution FY2024

Janice Messner <messnerjanice@gmail.com>

Tue 8/15/2023 9:57 AM

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

 1 attachments (14 KB)

Resolution 23 - Aquatic Invasive Species Prevention Aid.docx;

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

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

Hello,

Please find attached the FY2024 Aquatic Invasive Species Resolution. This will need to go before the commissioners for discussion and approval. I've attached the word document template for their use.

Please let us know if there are any questions.

Thank you,
Janice

--

Janice Messner
Root River SWCD
Administrative Assistant
(507) 724-5261 ext. 3

RESOLUTION NO. 23-28

AQUATIC INVASIVE SPECIES PREVENTION AID

August 22, 2023

WHEREAS, 2014 Session Law Chapter 308 enacted by the Legislature provides Minnesota counties a County Program Aid grant for Aquatic Invasive Species (AIS) prevention. The amount designated for each county is based on the number of watercraft trailer launches as well as the number of watercraft trailer parking spaces within each county. Houston County was allocated \$22,521 for 2024 and years following (5 watercraft trailer launches and 50 watercraft trailer parking spaces), and

WHEREAS, the legislation requires that Houston County must establish, by resolution or through adoption of a plan, guidelines for the use of the proceeds which are to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the county, and

WHEREAS, the county may appropriate the proceeds directly or may use any portion of the proceeds to provide funding to a soil and water conservation district in the county, for a joint powers board or cooperative agreement with another political subdivision, a watershed district in the county, or a lake association located in the county. Any money appropriated by the county to a different entity or political subdivision must be used as required under this section, and

WHEREAS, the county must submit a copy of its guidelines for use of the proceeds to the Department of Natural Resources by December 31 of the year the payments are received, and

WHEREAS, maintaining an ongoing effort to inform the public of resource needs, resource impairments and resource protection matters has been identified as the most important tool in addressing water resource concerns in the Houston County Water Plan, the fight against Aquatic Invasive Species is included in this educational effort and will continue to be a cornerstone of Houston County's Water Plan.

NOW THEREFORE, BE IT RESOLVED the Board of Commissioners of Houston County, Minnesota designate oversight of Houston County's AIS prevention efforts to the Root River Soil and Water Conservation District and delegates to them the responsibility to prepare, implement and report annually a plan to allocate the funding in accordance with the above legislation.

*****CERTIFICATION*****

STATE OF MINNESOTA, COUNTY OF HOUSTON

I, Polly Heberlein, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated August 22, 2023.

WITNESS my hand and the seal of my office this 22nd day of August 2023.

Polly Heberlein, Interim County Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM**

Date Submitted: 8.17.23

By: Polly Heberlein -Auditor-Treasurer

ACTION ITEM:

**Consider approval of Temporary Liquor License, Money Creek Haven
Campground, for the dates of 09/01-09/04/2023.**

**5369 Oak Forest LN
Houston, MN 55943**

Reviewed by:

____ **HR Director**

XX

County

Sheriff

County

Engineer

____ **Finance Director**

____ **IS Director**

PHHS

Other

(indicate

dept)

____ **County Attorney**

____ **Environmental Svcs**

Recommendation:

Decision:

**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**

No license will be approved or released until MN Liquor Control receives the

Card fee.

Workers Compensation Insurance Company		STAE FUND MUTUAL		Policy #	
LICENSEE'S SALES & USE TAX ID		Apply for MN sales tax number call 651-296-6181			
LICENSEE'S FEDERAL TAX ID #					
Applicant's name (Business, partnership, etc.)		Security #		DBA or trade name	
MONEY CREEK HAVEN INC				MONEY CREEK HAVEN CAMPGROUND	
License address		Business phone			
18502 COUNTY 26		507-896-3544			
City	County	State	Zip Code	License period	
HOUSTON	HOUSTON	MN	55943	From 8/26/23 To 10/15/23	
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		Percent stock or partnership interest	
WAYNE L FITTING		PRESIDENT		50%	
Address		City		State	
5369 OAK FOREST LANE		HOUSTON		MN	
Name		Title		Percent stock or partnership interest	
CARLA M FITTING		SECRETARY		50%	
Address		City		State	
5369 OAK FOREST LANE		HOUSTON		MN	
Name		Social Security #		Title	
				DOB	
				Percent stock or partnership interest	
Address		City		State	
Date of Incorporation	State of incorporation	Certificate Number	Is corporation authorized to do business in Minnesota?		
11/1999	MINNESOTA		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Purpose of corporation		of another corporation, give name			
CAMPGROUND/ RV PARK					
1. Describe premises to be licensed (location, facilities).		CAMPGROUND/RV PARK LODGE/POOLSIDE			
Floor establishment is located on	Seating capacity	Hours food will be available	Number of people restaurant employs		
GROUND FLOOR	100	12	17		
Number of months per year establishment will be open		Name of manager			
6 MONTHS		MIKE BURBACH			
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, MN					
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 <input checked="" type="checkbox"/> No <input type="checkbox"/> 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 <input checked="" type="checkbox"/> No <input type="checkbox"/> 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.					



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 STATE FUND MUTUAL Policy # [REDACTED]
Licensee's MN Sales and [REDACTED] To apply for a MN sales and 296-6181
Licensee's Federal Tax ID # [REDACTED]

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

Licensee Name (Individual, Corporation, Partnership, etc.) <u>MONEY CREEK HAVEN INC</u>		Social Security # <u>[REDACTED]</u>	Trade Name or DBA <u>MONEY CREEK HAVEN CAMPGROUND</u>
License Location (Street Address & Block No.) <u>18502 COUNTY 26</u>		License Period From <u>9/1/2023</u> To <u>9/4/2023</u>	Applicant's Home Phone # <u>507-259-9797</u>
City <u>HOUSTON</u>	County <u>HOUSTON</u>	State <u>MN</u>	Zip Code <u>55943</u>
Name of Store Manager <u>MIKE BURBACH</u>		Business Phone Number <u>507-896-3544</u>	DOB (Individual Applicant) <u>[REDACTED]</u>

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)			Title	Shares	Address, City, State, Zip Code
WAYNE L FITTING			PRESIDENT	50%	5369 OAK FOREST LANE HOUSTON, MN 55943
Partner Officer (First, middle, last)			Title	Shares	Address, City, State, Zip Code
CARLA M FITTING			SECRETARY	50%	5369 OAK FOREST LANE HOUSTON, MN 55943
Partner Officer (First, middle, last)			Title	Shares	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code

- If a corporation, date of incorporation 1998, state incorporated in MINNESOTA, amount paid in capital [REDACTED]. If a subsidiary of any other corporation, so state [REDACTED] and give purpose of corporation [REDACTED]. 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.
POOLSIDE
- Is establishment located near any state university, state hospital, training school, reformatory or prison? ☐ Yes ☒ No If yes state approximate distance. [REDACTED]
- Name and address of building owner: WAYNE L & CARLA M FITTING 5369 OAK FOREST LANE, HOUSTON, MN 55943
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? [REDACTED]
- 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. N/A
- 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. [REDACTED]

**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

1 TO 4 DAY TEMPORARY LIQUOR LICENSE

Name of license being applied for and license number

HOUSTON COUNTY, MN

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

License renewal date

Personal information:

FITTING

WAYNE L

Applicant's last name

First name and initial

5369 OAK FOREST LANE

HOUSTON

MN

55943

Applicant's address

City

State

Zip Code

Business information (if applicable):

MONEY CREEK HAVEN INC

Business name

18502 COUNTY 26

HOUSTON

MN

55943

Business address

City

State

Zip Code

6428814

Minnesota tax identification number

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

Signature

Title

Date

PRESIDENT

8/16/2023

**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: STATE FUND MUTUAL

Policy Number: [REDACTED]

Dates of Coverage: 4/16/2023 to 4/16/2024

(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)

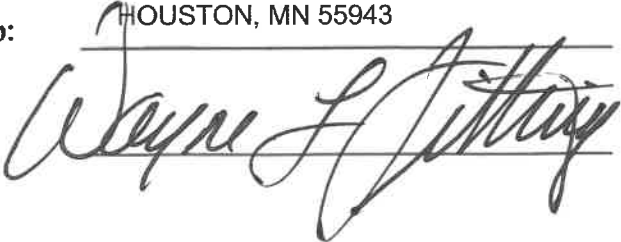
I certify that the information provided above is accurate and complete and that a valid workers' compensation policy will be kept in effect at all times as required by law.

Name: FITTING WAYNE LESLIE
(last, first, full middle)

Doing Business as: MONEY CREEK HAVEN CAMPGROUND
(business name if different than your name)

Business Address: 18502 COUNTY 26

City, State, Zip: HOUSTON, MN 55943 Phone: 507-896-3544

Signature:  Date: 8/16/2023

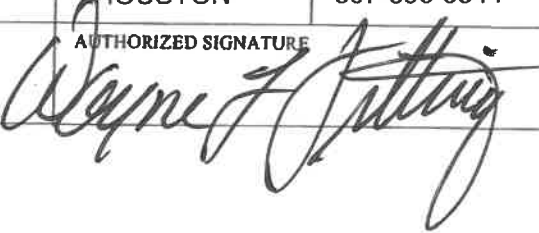


DEPARTMENT OF PUBLIC SAFETY
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
444 Cedar Street Suite 133
St. Paul, MN 55101-5133
Phone (651) 296-6979 TDD (651) 282-6555
Fax (651) 297-5259

CARD NUMBER

(Office Use Only)

APPLICATION FOR RETAILER'S (BUYER'S) CARD FOR LIQUOR AND WINE
PLEASE RETURN THIS APPLICATION WITH FEE \$20.00

ISSUING AUTHORITY	TYPE CODE	BUYER'S CARD EXPIRES	IDENTIFICATION #
PRINT NAME OF LICENSEE (AS SHOWN ON LICENSE) WAYNE L FITTING		BUSINESS NAME (DBA) MONEY CREEK HAVEN INC	
BUSINESS ADDRESS 18502 COUNTY 26		COUNTY HOUSTON	BUSINESS PHONE 507-896-3544
CITY, STATE, ZIP CODE HOUSTON, MN 55943		AUTHORIZED SIGNATURE 	

PS 9135 (12/98)



Workers' compensation invoice

Date due
04/16/2023

Pay online at
sfmic.com/epay

- View your invoices
- See past payments
- Manage AutoPay

Thank you for your business!

Money Creek Haven Inc
18502 County 26
Houston, MN 55943-8114

Date issued
03/07/2023

Details

- Payments received after the due date may be subject to a late payment / reinstatement fee of up to \$25.
- Checks or electronic payments returned for non-sufficient funds (NSF) may be subject to a fee of up to \$40.
- A policy may be canceled "flat" with no coverage if the initial payment on a policy term is returned for NSF.
- If you are on installments and would like to pay in full, visit sfmic.com/epay or call us to get the current amount owed.
- Installment fees of up to \$5 are waived when you pay online from your checking account.
- If you have questions concerning this invoice, please call (952) 838-4405.

Your agency:

Graf Insurance Agency

Description

Policy period

Amount due

04/16/2023 Installment - Work Comp MN

04/16/2023-04/16/2024

04/16/2023 MN Special Comp Fund Assessment

04/16/2023-04/16/2024

Pay future bills automatically

Total Due

For an explanation of charges,
visit www.sfmic.com/mybill

**Visit sfmic.com/epay
to enroll in AutoPay**

Payments received on or after
are not reflected in this balance.

Wayne J. Fitting

PD 4/13/2023

RETURN THIS PORTION WITH PAYMENT TO ENSURE PROPER CREDIT

Invoice date
03/07/2023

Date due
04/16/2023

Pay future bills automatically
**Visit sfmic.com/epay
to enroll in AutoPay**

Please send by 04/12/2023 to allow sufficient mail time. Make all checks payable to "SFM". All payments must be received by the due date to avoid cancellation. You can also pay online at sfmic.com/epay.

To pay future bills automatically, visit sfmic.com/epay to enroll in AutoPay.

Money Creek Haven Inc



Mail checks to:
P.O. Box 583178, Minneapolis, MN 55458-3178



State of Minnesota

SECRETARY OF STATE

Certificate of Good Standing

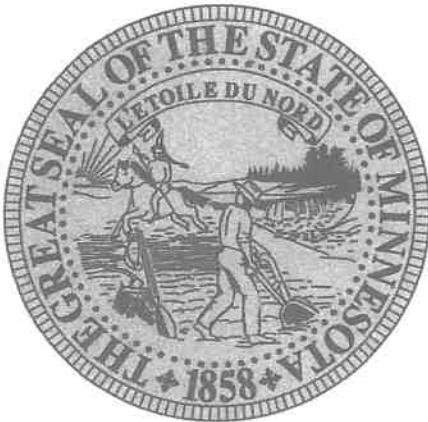
I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The corporation listed below is a corporation formed under the laws of Minnesota; that the corporation was formed by the filing of Articles of Incorporation with the Office of the Secretary of State on the date listed below; that the corporation is governed by the chapter of Minnesota Statutes listed below; and that this corporation is authorized to do business as a corporation at the time this certificate is issued.

Name: Money Creek Haven, Inc.

Date Formed: 11/09/1999

Chapter Governed By: 302A

This certificate has been issued on 02/21/08.



Mark Ritchie
Secretary of State.