PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: October 10, 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 Charlene Selbee, Reporter Rose Korabek, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Environmental Services Director Martin Herrick, Deputy Auditor/Treasurer Mark Bennett, Deputy Auditor/Treasurer Nikki Konkel, Financial Assistance Supervisor Karen Kohlmeyer, Public Health and Human Services Director John Pugleasa, and Attorney Samuel Jandt

Presiding: Chairperson Severson

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Burns, seconded by Commissioner Johnson, motion unanimously carried to approve the agenda.

Prior to any motions being made Commissioner Severson said the investigation from the week prior was regarding the County's process and not only individuals. Commissioner Schuldt said he had mentioned Lawrence Lake and the Harbor Lights addition during the conversation about the no wake zone. He said Bullhead bay was noted, but asked that the other two areas be added to the minutes. Clerk Wagner said she would add in the other areas to the minutes. Motion was made by Commissioner Burns, seconded by Commissioner Johnson, motion unanimously carried to approve the meeting minutes from October 3, 2023 with the change.

Public Comment:

None.

APPOINTMENTS

None.

CONSENT AGENDA

Motion by Commissioner Burns, seconded by Commissioner Johnson, motion unanimously carried to approve the consent agenda.

1) Change the employment status of Highway Maintenance Specialist, James Sweet, from probationary to regular, effective 10/24/2023.
2) Change the employment status of Social Worker, Andrea Hinitt, from probationary to regular, effective 10/24/2023.
3) Accept Toward Zero Deaths (TZD) grant. This grant funded for $2865.00 for 10/01/23 through 9/30/24.
4) Approve contract with Serenity Services for guardianship and conservatorship and related legal services.

ACTION ITEMS

File No. 1 – Commissioner Myhre moved, Commissioner Johnson seconded, motion carried unanimously to approve a CUP for Joseph Gardner to have a dwelling in the ag district in Hokah Township.

File No. 2 – Commissioner Burns moved, Commissioner Schuldt seconded, motion carried unanimously to approve the Minnesota Family Investment Program MFIP Biennial Service Agreement 2022-2023. This was a required agreement for administration of MFIP.

File No. 3 – Commissioners discussed the possibility of establishing a committee to study cannabis licensing and regulation related to recently passed legalization of adult use cannabis with Attorney Jandt, Public Health and Human Services Director Pugleasa, and Environmental Services Director Martin Herrick. Attorney Jandt suggested involving the community and cities. He said the group could meet once a month or as needed. Commissioner Myhre said he thought working with the cities was a good idea. Commissioners discussed the size of the group. Commissioner Burns said if everyone mentioned participated it could be a really big group. Pugleasa said eventually the 2022 legislation involving THC edibles would fall under the cannabis control office. It was the general consensus to put the topic on the next workgroup session agenda for 9:15 a.m. on October 17, 2023 for discussion. City officials and law enforcement would be invited to attend the workgroup session. No official decisions were made regarding the establishment of a committee.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended and upcoming meetings including a Southeast MN EMS, Community Services, State Extesnion Committee, local Extension, Land Use, and CJC meeting.

Commissioner Severson said he had attended a City of La Crescent meeting. The City was considering reducing speeds throughout the City. They had also discussed the possibility of annexing some properties into the City.

Commissioner Burns said the trail improvement boy scout project at Botcher Park was completed. He said there were some trails that had been maintained more than others and some were currently dirt. He said there were scouts in La Crescent who were wondering if there were other projects that could be done in Houston County.

Public Comment:

None.

There being no further business at 10:04 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Schuldt motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on October 17, 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: October 17, 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, Sheriff Brian Swedberg, Board Clerk/EDA Director Allison Wagner, Deputy Auditor/Treasurer Mark Bennett, Public Health and Human Services Director John Pugleasa, Public Health Supervisor Jordan Knoke, Environmental Services Director Martin Herrick, Attorney Samuel Jandt, Human Resources Director Theresa Arrick-Kruger, Chief Deputy Bill Hargrove, Investigator Nate Smith, City of La Crescent Tyler Benish, City of Houston Police Chief Brett Hurley

Board Workgroup Session

Commissioners discussed the process the Board of Commissioners use to set a minimum bid amount on tax forfeited property in Houston County. Interim Auditor/Treasurer Heberlein said her and Deputy Auditor/Treasurer Bennett had recently attended a training about tax forfeited properties. They said counites had different ways of setting the minimum bid amount on properties. Currently the County was setting the minimum bid by using the current year / year of sale (in most cases) estimated market value, set by the Assessor's Office. Another option would be to set the minimum bid at the total delinquent tax amount plus penalty, interest, and miscellaneous fees. Bennett asked if special assessments should be added into the minimum bid amount. Adding special assessments would make the minimum bid required go up from the minimum starting point. If the minimum bid was the winning bid the County along with other related taxing districts would be made whole. However, if the minimum bid was not met the County could have to start the process over again. It was the general consensus of the board to start the minimum bid at the lowest amount possible to avoid having to re-advertise and re-bid.

Commissioners discussed the possibility of creating a Cannabis Study Group with Human Services Director Pugleasa, Environmental Services Director Herrick, and guests. Pugleasa said he wanted to clarify the difference between CBD, THC, and cannabis. Pugleasa said CBD was found in oils and lotions and had been used and legal for a long time. THC was addressed in the 2022 legislation and referred to edibles such as gummies and infused drinks. Cannabis was legalized in the summer of 2023. Currently it was still illegal to sell cannabis. People could possess or grow their own cannabis legally. It would become legal to sell cannabis once the State established an Office of Cannabis. The Office of Cannabis would eventually oversee both THC and cannabis and issue licenses. The purpose of the study group would be to prepare for anticipated

cannabis sales as anticipated due to legalization of THC edibles (2022) and adult use cannabis (2023). The County Board could then establish a County Ordinance regulating cannabis and THC production and sales prior to when State licenses were available (estimated early 2025). As a next step Pugelasa, Jandt, and Herrick would work together to create a document that summarized the points of local control included in the 2023 adult cannabis statute. The board discussed inviting a guest from the Association of Minnesota Counties (AMC) to present to the board on the matter. The board discussed soliciting additional input from city officials, current or anticipated businesses, community members, etc. If a large group wanted to participate a smaller working group could be established to meet frequently and report to the larger group.

There was a public hearing scheduled for October 24, 2023, however that public hearing was related only to a proposed County public use ordinance. If passed the ordinance would regulate the use of cannabis and cannabis derived products in public places.

The meeting ended at 10:46 a.m.

BOARD OF COUNTY COMMISSIONERS
HOUSTON COUNTY, MINNESOTA

By: _____
Dewey Severson, Chairperson

Attest: _____
Polly Heberlein, Interim Auditor/Treasurer

Houston County
Agenda Request Form

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

Date Submitted: October 16th for October 24th Meeting

Person requesting appointment with County Board: Martin Herrick

Issue:
Approval/Denial of the Cannabis Ordinance.

Attachments/Documentation for the Board's Review:
Public Notice, Sample Cannabis Ordinance, Planning Commission Minutes

Justification:
The Planning Commission recommended approval to the BOC.

Action Requested:
Final approval by the County Board.

For County Use Only

Reviewed by:

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

Recommendation:

Decision:

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

COUNTY OF HOUSTON
NOTICE OF PUBLIC HEARING AND INTENT TO ADOPT AN ORDINANCE

PLEASE TAKE NOTICE:

That a public hearing, pursuant to Minnesota Statutes 394.26, to consider adopting an Ordinance Regulating the Use of Cannabis and Cannabis Derived Products in Public Places by ordinance, will take place during the Houston County Board of Commissioner's meeting on Tuesday, October 24, 2023, at 9:05 a.m. in the Commissioner's Room, Houston County Historic Courthouse, located at 304 South Marshall Street, Caledonia, Minnesota.

Houston County is seeking to enact an Ordinance relating to the regulation of the use of Cannabis and Cannabis derived products in public places. Copies of the proposed Ordinance are available for viewing online at: https://www.co.houston.mn.us/wp-content/uploads/2023/08/Sample-Cannabis-use-in-Public-Ordinance.pdf. Hard copies can be requested from the Zoning Office, located at 304 South Marshall Street - Room 209, Caledonia, Minnesota or viewed during regular office hours at the Auditor's Office, located at 304 South Marshall Street - Room 116, Caledonia, Minnesota.

All persons having an interest in the matter are invited to attend the hearing. The meeting will be accessible to public participants in person or via our conference call line at 312-626-6799 and entering meeting ID: 994 7297 7175 and password 368422. Public attendees are requested to mute their line until addressed.

HOUSTON COUNTY ENVIRONMENTAL SERVICES

By Martin Herrick
Zoning Administrator

ADV: October 2, 2023

COUNTY OF
HOUSTON

STATE OF
MINNESOTA

ORDINANCE No.: _____

ORDINANCE REGULATING THE USE OF CANNABIS AND CANNABIS DERIVED PRODUCTS IN PUBLIC PLACES

THE HOUSTON COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS AS FOLLOWS:

SECTION 1. PURPOSE AND INTENT

This Ordinance is adopted by the County of Houston for the purpose of protecting public health and safety by REGULATING/PROHIBITING the use of Cannabis and cannabis derived products in public places and places of public accommodation within Houston County.

Minnesota Session Law 2023, Chapter 63, effective in relevant part August 1, 2023, establishes that the adult use, possession and personal growing of cannabis is legal subject to the requirements and restrictions of Minnesota Statutes.

Minnesota Session Law 2023, Chapter 63, Art. 4, section 19, codified as Minn. Stat. 342.0263, subd. 5 authorizes the adoption of a local ordinance establishing a petty misdemeanor offense for public use of cannabis.

The County intends to be proactive in protecting public health and safety by enacting an ordinance that will mitigate threats presented to the public and public health by the public use of cannabis.

Houston County (hereinafter "the County") recognizes the risks that unintended access and use of cannabis products and exposure to cannabis and its effects present to the health, welfare, and safety of members of the public and in particular the youth of the County.

SECTION 2. DEFINITIONS

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in this ordinance, shall have the meanings ascribed to them except where the context clearly indicates a different meaning.

(a) **Adult-use cannabis flower**. "Adult-use cannabis flower" means cannabis flower that is approved for sale by the Minnesota Office of Cannabis Management or is substantially similar to a product approved by the office. Adult-use cannabis flower does not include medical cannabis flower, hemp plant parts, or hemp-derived consumer

products.

(b) **Adult-use cannabis products.** "Adult-use cannabis products" means a cannabis product that is approved for sale by the office or is substantially similar to a product approved by the office. Adult-use cannabis product includes edible cannabis products but does not include medical cannabinoid products or lower-potency hemp edibles.

(c) **Cannabis flower.** "Cannabis flower" means the harvested flower, bud, leaves, and stems of a cannabis plant. Cannabis flower includes adult-use cannabis flower and medical cannabis flower. Cannabis flower does not include cannabis seed, hemp plant parts, or hemp-derived consumer products.

(d) **Cannabis product.** "Cannabis product" means any of the following:

(1) cannabis concentrate;

(2) a product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted or derived from cannabis plants or cannabis flower; or

(3) any other product that contains cannabis concentrate.

(e) **Hemp derived consumer products.**

(1) "Hemp derived consumer products" means a product intended for human or animal consumption, does not contain cannabis flower or cannabis concentrate, and:

(i) contains or consists of hemp plant parts; or

(ii) contains hemp concentrate or artificially derived cannabinoids in combination with other ingredients.

(2) Hemp-derived consumer products does not include artificially derived cannabinoids, lower-potency hemp edibles, hemp-derived topical products, hemp fiber products, or hemp grain.

(f) **Lower-potency hemp edible.** A "lower-potency hemp edible" means any product that:

(1) is intended to be eaten or consumed as a beverage by humans;

(2) contains hemp concentrate or an artificially derived cannabinoid; in combination with food ingredients;

(3) is not a drug;

(4) consists of servings that contain no more than five milligrams of delta-9 tetrahydrocannabinol, 25 milligrams of cannabinol, 25 milligrams of cannabinol, or any combination of those cannabinoids that does not exceed the identified amounts;

(5) does not contain more than a combined total of 0.5 milligrams of all other cannabinoids per serving;

(6) does not contain an artificially derived cannabinoid other than delta-9 tetrahydrocannabinol;

(7) does not contain a cannabinoid derived from cannabis plants or cannabis flower; and

(8) is a type of product approved for sale by the office or is substantially similar to a product approved by the office, including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods.

(g) **Public place.** A "public place" means a public park or trail, public street or sidewalk, any enclosed, indoor area used by the general public, including, but not limited to, theaters, restaurants, bars, food establishments, places licensed to sell intoxicating liquor, wine, or malt beverages, retail businesses, gyms, common areas in buildings, public shopping areas, auditoriums, arenas, or other places of public accommodation.

(h) **Place of public accommodation.** "Place of public accommodation" means a business, refreshment, entertainment, recreation, or transportation facility of any kind, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public."

(i) **Exceptions to the definition of public place or place of public accommodation.** "A public place" or "a place of public accommodation" does not include the following:

(1) a private residence, including the individual's curtilage or yard.

(2) a private property, not generally accessible by the public, unless the individual is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or

(3) on the premises of an establishment or event licensed to permit on-site consumption.

(j) **Smoking.** "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products. Smoking includes carrying or using an activated electronic delivery device for human consumption through inhalation of aerosol or vapor from the product.

SECTION 3. PROHIBITED ACTS

Subd. 1. No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp- derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or event licensed to permit on-site consumption of adult-use cannabis flower and adult use cannabis products. *See Minnesota Session Law 2023, Chpt. 63, Art. 1, Sec. 9 codified as Minn. Stat. 342.09, subd. 1(2) and* 342.09, subd.1 (7)(iii) and Art. 4, Sec. 19 codified as Minn. Stat. Sec. 152.0263, subd. 5.

Subd. 2. No person shall vaporize or smoke cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products in any location where the smoke, aerosol, or vapor would be inhaled by a minor. Minnesota Session Law 2023, Chpt. 63, Art. 1, Sec. 9 codified as Minn. Stat. Sec. 342.09, subd. 1 (7)(b)(9).

SECTION 4. PENALTY

Subd. 1. Criminal Penalty. A violation of this ordinance shall be a petty misdemeanor punishable by a fine of up to $300. Nothing in this ordinance shall prohibit the United States, the State of Minnesota, or the County from investigating or prosecuting any other activity that is a crime under any other federal or state statute or county ordinance.

Subd.2. An alleged violation or violation of this ordinance may be investigated by a peace officer as defined in Minn. Stat. 626.84, Subd. 1. Any alleged violation or violation of this ordinance shall be prosecuted by the Office of the Houston County Attorney.

SECTION 5. SEVERABILITY

If any section or provision of this ordinance is held invalid, such invalidity will not affect any other section or provision that can be given force and effect without the invalidated section or provision.

SECTION 6. EFFECTIVE DATE

This ordinance shall be in full force and effect immediately from and after its passage and publication as required by law.

ADOPTED by the Houston County Board of Commissioners this _____ day of ___, 2023.

_____

Houston County Board Chair

Attest: _____

Houston County Auditor/Treasurer

Houston County Planning Commission
September 19, 2023

Approved on September 28, 2023 by Greg Myhre and Jim Wieser

The Houston County Planning Commission met at 4:00 p.m. on Tuesday, September 19, 2023. A summary of the meeting follows.

The meeting was called to order by Chairman Ed Hammell. Roll call was taken. Members present were Ed Hammell, Larry Hafner, Cindy Wright and Jim Wieser. Josh Gran and Wayne Feldmeier were absent. Greg Myhre, County Commissioner, was present. Sam Jandt, County Attorney, was present. John Pugleasa was present for Public Health and Human Services. Marty Herrick was present for Environmental Services.

Chairman Hammell explained the public hearing was being held to discuss the regulation of Cannabis. Sam explained this ordinance will regulate the public use of Cannabis. Sam talked about the 2022 and 2023 statutes. He stated that this subject might come before the Planning Commission again as it evolves in the legislature. He stated this will regulate the public use of Cannabis products. He stated this would be a petty misdemeanor and would incur a maximum penalty of a $300 fine. John stated that he agreed with Sam that this will evolve once the Office of Cannabis Management is operational, and licensing is available. Chairman Hammell asked how the cities will handle Cannabis. Sam said the County will have jurisdiction over the cities because of our public health jurisdiction, but not over the zoning portion of this. Sam stated our ordinance requires this to go through the Planning Commission prior to being adopted. Greg Myhre asked who has the authority to enforce this? Sam stated that the County would have the power to prosecute. Greg Myhre asked if our ordinance overrules the cities. Sam agreed stating they can't be less restrictive, but they can be more.

Jim Wieser asked if this encompasses any product. Sam stated the products are listed in the definition statement. He stated the definition section will control it, but it will also have to be tested to see what it is. Jim asked if this covered medical use. Sam said it doesn't. He stated complaint paperwork should be filed and the County Attorney's office would determine the proper response. Issues such as testing, and the availability of testing will make this difficult. Sam stated he intends to suggest that the County Board form a study committee because of all the unknowns.

Cindy asked when the Minnesota Office of Cannabis Management will be up and running. Sam stated it will have to be in place by January 1st, of 2025. Cindy Wright expressed concerns about agencies such as schools being informed. John agreed with her concerns and stated he hopes the study committee can help with this.

Chairman Hammell stated he felt this was to regulate public use. Sam agreed stating it will be similar to public consumption for alcohol. Larry Hafner asked if growers can grow and sell across state lines. Sam stated sales are not legal at this time and it will depend on how much and where you are transporting it. Larry Hafner asked how much they can have in their procession. John stated you can possess 2 lbs of marijuana in your home, you can have up to 2 oz in your possession, and you can have eight plants per household and only 4 plants can be flowering. John said as of August 1st, 2023, you can have it, but you can't buy or sell it until the licensing is ready. Jim Weiser stated this ordinance would only be for public use. John agreed. John stated this also includes gummies and infused beverages. He stated when the THC ordinance passed it caught a lot of people off guard. Larry stated we won't just

enforce our ordinance, but also the state ordinance. Sam agreed. Jim Wieser asked if there were any issues or examples of complaints. Cindy stated Section 3 Prohibited Acts says, "No person shall use" and asked if this addresses juvenile use. Sam stated this does cover everyone. John stated as time goes by we'll learn what we need to do to mitigate these issues. Chairman Hammell stated that as far as approving how many places can sell this we're not there yet. John agreed. Sam stated there are a lot of proactive things that we can do such as how far they must stay from a daycare or school, and some are already stated in the statute. Sam stated this is moving forward, and this is a way to direct how it works. Sam stated that the proposed ordinance is from the County Attorney's Association, and it is being used statewide. Greg Myhre stated this is the beginning of many ordinances.

Greg Myhre made a motion to recommend adoption of the Ordinance Regulating the Use of Cannabis and Cannabis Derived Products in Public Places to the Board of Commissioners. Jim Wieser seconded. A roll call vote was taken. All were in favor. Motion carried.

Greg Myhre made a motion to approve the minutes of August 24, 2023. Larry Hafner seconded. All were in favor. Motion carried.

Greg Myhre made a motion to adjourn the meeting. Larry Hafner seconded. All were in favor. Motion carried.

Submitted by the Planning Commission Clerk on September 20, 2023.

HOUSTON COUNTY
AGENDA REQUEST FORM
October 24, 2023

Date Submitted: October 24, 2023

By: Brian Swedberg, Sheriff

ACTION REQUEST:

CONSENT AGENDA REQUEST:

Request the County Board adjourn @ 9:30 am for public comments of the Houston County Sheriff's Office implementation of body worn camera's.

Reviewed by:	___	**HR Director**	x	**County Sheriff** _____
	___	**Finance Director**	___	**County Engineer** _____
	___	**IS Director**	___	**PHHS** _____
	___	**County Attorney**	___	**Other (indicate dept)** _____
	___	**Environmental Srvcs**		

Recommendation:

Decision:

October 24 BOC request for public comments

Brian Swedberg

Wed 9/20/2023 3:54 PM

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

2 attachments (118 KB)

houston board agenda request form.docx; body camera paper notice.pdf;

Per statute 626.7473

The Sheriff's Office must provide an opportunity for public comments before the implementation of portable recording system at a regularly scheduled meeting. I have also attached the notice sent to the Fillmore County Journal for publication.

Sincerely,

Sheriff Brian L. Swedberg
Houston County Sheriff's Office
Suite 1100
306 S. Marshall Street
Caledonia, MN 55921

Office: 507-725-3379 ext 4101
Fax: 507-725-2238

COUNTY OF HOUSTON

NOTICE OF PUBLIC HEARING AND INTENT OF THE HOUSTON COUNTY SHERIFF'S OFFICE TO IMPLEMENT USE OF BODY CAMERAS

PLEASE TAKE NOTICE:

That a public hearing, pursuant to Minnesota Statute §626.8473, will be held in the Houston County Commissioner's Room, City of Caledonia, Minnesota at 9:30 a.m. on Tuesday, October 24, 2023. The Houston County Board of Commissioners will discuss recommending adoption of the use of Body Cameras by the Houston County Sheriff's Office. All persons having an interest in the matter are invited to attend the hearing.

Copies of the proposed written policies for the use of Body Cameras by the Houston County Sheriff's Office are available for viewing online at:

www.co.houston.mn.us/public-notices

Public comments can be sent to **bodycam@co.houston.mn.us**. Hard copies can be requested from the Houston County Sheriff's Office, located at 306 South Marshall Street, Caledonia, Minnesota.

Brian Swedberg
Houston County Sheriff

HOUSTON COUNTY
AGENDA REQUEST FORM
October 24, 2023

Date Submitted: October 19, 2023
By: Tess Kruger, HRD/Facilities Mgr.

ACTION ITEMS

Information Systems

- **Approve the banding and pay rate change of IT Director Andrew Milde, from D-61 Exempt to D-62 Exempt, hourly equivalent $55.70 effective 11/05/2023 (job description and DDA banding memo attached)**

CEDA

- **Consider approval of the 2024-2025 contract with CEDA for EDA services (attached)**

Facilities

- **Consider approval of the 2023-2025 Snow Removal Agreement with WS Trucking & Construction, LLC (attached)**

APPOINTMENT REQUEST

NONE

HR CONSENT AGENDA REQUEST

Auditor/Treasurer

- **Accept the resignation of Nicole Konkel, Deputy Auditor/Treasurer-License Center, effective the end of the business day 10/31/23, with thanks for her three years of service to Houston County**
- **Approve initiating a competititve search for a 1.0 FTE Deputy Audtior/Teasurer-License Center, (B22)**
- **Approve the hire of Susan Wiegrefe as a probationary 0.5 FTE, Deputy Auditor/Treasurer-License Center, B22, Step 1, effective 11/14/2023 conditioned upon successful completion of background check**

Environmental Services

- **Approve initiating a competitive search for a 0.8 FTE Technical Clerk I, (B21)**

- **Approve the hire of Karson Betcher as a Drop Site Supervisor, 67 day casual employee at an hourly rate of $15.95**

Highway Dept.

- **Accept the resignation of David Bauer, Highway Maintenance Specialist Senior, effective 10/31/2023 with thanks for his 35 years of service to Houston County**
- **Approve initiating a competitive internal search for a 1.0 FTE Highway Maintenance Specialist Senior (B24) (Pursuant to IUOE CBA)**
- **Approve initiating a competitive search for a 1.0 FTE Highway Maintenance Specialist (B23)**

Public Health & Human Services

- **Confirm the change the employment status of Staff Nurse, Nikki Klemp from probationary to regular**
- **Confirm the resignation of Erin Woods, Child Support Officer, effective 10/20/2023 with thanks for her 1.5 years of service to Houston County**
- **Approve initiating a competitive search for a 1.0 FTE Child Support Officer (B24)**

Reviewed by:	X	HR Director		Sheriff	
	X	Finance Director	X	Engineer	
	X	IS Director	X	PHHS	
				(indicate	ITD
		County Attorney	X	other dept)	A/T
	X	Environmental Srvcs			
Recommendation:					
Decision:					

HOUSTON COUNTY
AGENDA REQUEST FORM
October 24, 2023

Date Submitted: 10/13/2023

By: Brian Swedberg, Sheriff

ACTION REQUEST:

CONSENT AGENDA REQUEST:

Request to approve to sign food service management contract for the Houston County Jail with CELLMATE FOOD SOLUTIONS, INC.

Reviewed by:	___	**HR Director**	x	**County Sheriff** _____
	___	**Finance Director**	___	**County Engineer** _____
	___	**IS Director**	___	**PHHS** _____
	___	**County Attorney**	___	**Other (indicate dept)** _____
	___	**Environmental Srvcs**		

Recommendation:

Decision:

CELLMATE

FOOD SERVICE MANAGEMENT CONTRACT

This Agreement is made effective on or before November 2, 2023, between **Cellmate Food Solutions, Inc.** a Michigan corporation, having its principal place of business at 905 N. Church Street, Tekonsha, Michigan 49092 (referred to as "Cellmate Food Solutions, Inc.") and **Houston County**, a subunit of state government, having its principal place of business at **306 S Marshall St #1100, Caledonia, MN 55921**, (referred to as "County").

RECITALS

WHEREAS, Cellmate Food Solutions, Inc. will provide certain management support through industry experience, purchasing power, menu development, technology and staffing support.

WHEREAS, County wishes to contract with Cellmate Food Solutions, Inc. for the exclusive right to provide managed services at the **Houston County** Jail (the "Facility");

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises in this Agreement, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which is acknowledged, the parties agree as follows:

1. *Facilities and Equipment.* County is responsible to provide all facilities and equipment maintenance.

2. *Emergency Plan.* Cellmate Food Solutions, Inc. shall, support County within sixty days of the executed management agreement, a contingency emergency plan. In the event of a Force Majeure, the Cellmate Food Solutions, Inc. Food Solutions will assist the county in menu revisions to help control cost. However, Cellmate Food Solutions, Inc. shall be relieved of its responsibility for menu compliance. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

3. *Cellmate Food Solutions, Inc.'s Proposal.* The services to be provided by Cellmate Food Solutions, Inc. are more fully set forth in Cellmate Food Solutions, Inc.'s Proposal, a copy of which is attached as Exhibit A, which is incorporated into this contract and made part hereof. In the event there is any conflict between the terms of this contract and Exhibit A, the terms of this Contract shall prevail.

4. *Management.* Cellmate Food Solutions, Inc. shall provide a co- management support model. County in partnership with Cellmate Food Solutions, Inc. will provide expert administrative support, dietetic, purchasing, equipment consulting and personnel advice

and supervision and technology solutions. The County shall support under its direction provide inmate workers at the Facility. The number of inmates required shall be determined by the County liaison. Such inmates shall be assigned duties in the food service operation as required and are solely the responsibility of County.

5. *Equal Opportunity*. Cellmate Food Solutions, Inc. and County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin; physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy.

6. *Insurance and Indemnification*. Cellmate Food Solutions, Inc. shall provide and maintain the following insurance coverage:

Worker's Compensation insurance as required by law.

Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; personal injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of $1,000,000.00 per occurrence. Cellmate Food Solutions, Inc. may satisfy these requirements through a combination of primary and excess coverage.

The County and Cellmate Food Solutions, Inc. waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death. Cellmate Food Solutions, Inc. shall provide the County with a certificate of insurance evidencing that such coverage is in effect.

Cellmate Food Solutions, Inc. agrees to defend, indemnify and hold harmless the County, its officers, employees, agents and servants for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Cellmate Food Solutions, Inc. in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. However, it is expressly understood that Cellmate Food Solutions, Inc. shall not be responsible for damages caused by inmates. Neither any of the County's officers, employees, agents, servants or contractors, nor any inmates, are or will be deemed to be agents or employees of Cellmate Food Solutions, Inc. and no liability is or will be incurred by Cellmate Food Solutions, Inc. to such persons, except for bodily injury to such persons caused by Cellmate Food Solutions, Inc.'s sole negligence. To the extent provided by law, the County agrees to defend, indemnify and hold Cellmate Food Solutions, Inc. harmless from any liability claim by or through such persons against Cellmate Food Solutions, Inc. Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate with the other party in the defense of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim.

7. *Compliance with Laws*. Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. This shall include the National Prison Rape Elimination Act (PREA) standards. The County shall provide reasonable and adequate physical security at all times for Cellmate Food Solutions, Inc. employees, suppliers, management and other authorized visitors.

8. *License, Fees, Permits, and Taxes*. Cellmate Food Solutions, Inc. shall secure and pay for all federal, state and local licenses, permits and fees required. In the event a sales or similar tax is assessed Cellmate Food Solutions, Inc. under the terms of this Agreement, the County shall reimburse Cellmate Food Solutions, Inc. for such tax.

9. *Pricing*. Pricing shall be as provided on Exhibit A

10. *Payment*. Cellmate Food Solutions, Inc. Food Solutions shall invoice the county monthly. Commissions if any due will be paid by the 20th of the following month

11. *Renegotiation*. The fiscal arrangements in this Agreement are based on conditions existing on the date Cellmate Food Solutions, Inc. commences on engagement of management agreement, including, for example, the Facility's inmate population, the availability of inmate labor, food and supply costs, Federal, State and local sales, and other taxes and other operation costs, and the manner in which the Index (hereinafter defined) is calculated. Cellmate Food Solutions, Inc. has relied on representations regarding existing and future conditions made by the County in connection with the negotiation and execution of this Agreement. In the event of a change in such conditions or the inaccuracy or breach of, or the failure to fulfill, any representations made by the County, the financial terms and other obligations assumed by Cellmate Food Solutions, Inc. shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

12. *Additional Services*. Other services required by the Facility outside the scope of this Agreement shall be provided by Cellmate Food Solutions, Inc. Food Solutions upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

13. *Access and Records*. Cellmate Food Solutions, Inc. Food Solutions will maintain accurate books and records relative to the services provided and shall retain such records for thirty-six (36) months after the close of the federal fiscal year (January 1, through December 31).

14. *Term of Agreement*. This Agreement shall commence on or before November 2, 2023, and shall continue through November 1, 2024. Thereafter, the County and Cellmate Food Solutions, Inc. may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof for the extension period, have been mutually agreed upon by the County and Cellmate Food Solutions, Inc.

15. *Termination for Convenience*. Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon sixty (60) days' notice to the other party.

16. *Termination for Default.* Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

17. *Early Termination Fee.* Any and all notice, including default, would initiate a $2,000.00 early termination fee.

18. *Notices.* All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

19. *Complete Contract.* This contract and Attachment A contain all the terms and conditions agreed upon by the parties hereto, and no other contracts or agreements, oral or otherwise regarding the subject matter of the Contract or any part thereof, shall have any validity or bind any of the parties hereto.

20. *Confidential Information.* All financial, statistical operating and personnel materials and information, including, but not limited to, software, technical manuals., recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Cellmate Food Solutions, Inc.'s business (collectively, the "Cellmate Food Solutions, Inc. Proprietary Information") are and shall remain confidential and the sole property of Cellmate Food Solutions, Inc. and constitute trade secrets of Cellmate Food Solutions, Inc.. The County shall keep all Cellmate Food Solutions, Inc. Proprietary Information confidential and shall use the Cellmate Food Solutions, Inc.'s Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy, reproduce, or otherwise duplicate any materials containing any Cellmate Food Solutions, Inc. Proprietary Information without the prior written consent of Cellmate Food Solutions, Inc. Upon the expiration or any termination of this Agreement, all materials containing any Cellmate Food Solutions, Inc. Proprietary Information shall be returned to Cellmate Food Solutions, Inc.

21. *Non-solicitation.* The County acknowledges that Cellmate Food Solutions, Inc. has invested considerable amounts of time and money in training its supervisory employees in systems, procedures, methods, forms, formulas, computer programs/software, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to Cellmate Food Solutions, Inc.'s manner of conducting its business and that such information is available, on a confidential basis, to Cellmate Food Solutions, Inc.'s supervisory employees. Therefore, the County agrees that supervisory employees of Cellmate Food Solutions, Inc. that may be utilized pursuant to this Agreement shall not be hired by the County in any position related to the food service operation for the term of this Agreement and for twelve (12) months thereafter. For the purposes of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on behalf of

CELLMATE

Cellmate Food Solutions, Inc. on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, the County agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the County shall pay to Cellmate Food Solutions, Inc. and Cellmate Food Solutions, Inc. shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of each Cellmate Food Solutions, Inc. supervisory employee hired by the County in violation of the terms of this Agreement.

22. *Press Relations*. Cellmate Food Solutions, Inc. shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases. No news release pertaining to this service will be made without County approval

23. *Independent Contractor*. Cellmate Food Solutions, Inc. is an independent contractor of County and neither party is the agent of the other.

24. *Severability*. If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

25. *Assignment*. Cellmate Food Solutions, Inc. may not assign this Agreement without the County's prior written consent, except that Cellmate Food Solutions, Inc. may assign this Agreement to an affiliate without consent being required. The term "affiliate" means any corporation or limited liability company controlling, controlled by or under common control with, Cellmate Food Solutions, Inc.

26. *Waiver*. The failure of Cellmate Food Solutions, Inc. or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms,covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

Cellmate Food Solutions, Inc.	**Houston County Minnesota**
By: Laura Kujawa	By: _____
_____ *Signature*	_____ *Signature*
Its: Chief Executive Officer	Its: _____
Date: _____	Date: _____

CELLMATE

EXHIBIT A

Cellmate Food Solutions, Inc. Proposal Terms
Houston County Minnesota

Below pricing reflects information from original proposal and transition strategy discussions for BASIC Cost-Plus Program.

County has declined use of Cellmate Connect™.

PRICING at 6 ADP for HOUSTON COUNTY

Prepackaged Breakfast, Lunch and Dinner

County should plan an upfront purchase ranging from $1,500.00-3,500.00 for initial inventory build.		
ALL PREPACKAGED MEAL PRICING BUDGET	$3.65/ Meal	PLAN $24,000.21 FOR ANNUAL BUDGET Proposed budget was based on current circumstances and is subject to change.
TRAINING/ MENU CERTIFICATION	Serv Safe® training- $40 for each certification Menu certification- $150 for each menu certification	
BASIC COST PLUS PACKAGE	$1,200.00 Compliance documents Order guide and training on order placement with our suppliers Manual tools such as temp logs / signage County would need to ensure kitchen operational licensing is obtained or updated.	
MANAGEMENT FEE	• Quarterly Review of programs to be managed remotely. If Houston County requires Cellmate Food Solutions, Inc. to be on site for program review a daily charge of $350.00 + expenses will incur. • Provide Management Recommendations to maintain compliance. • One-time review included in Kitchen Transition. Additional consulting for Kitchen equipment beyond initial review will require an estimated fee.	

- Data above reflects considerations/ circumstances for an annual budget period based on a consistent ADP of 6.
- The County is responsible for day-to-day operations and compliance based on Minnesota Law.

Houston County
Agenda Request Form

Date Submitted: October 9, 2023 Board Date: October 24, 2023

Person requesting appointment with County Board: Brian Pogodzinski

Issue:
To approve the 2023 Prioritzed Bridge Replacement Resolution

Attachments/Documentation for the Board's Review:
Copy of Resolution is attached

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

Action Requested:
Pass Resolution

For County Use Only

Reviewed by:

_____ 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.

RESOLUTION 23-37

Prioritized Bridge Replacement List

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

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

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

Old Bridge #	Road # or Name	Crossing	LPI	Total Project Cost	Township or State Bridge Funds Requested	Federal Funds	Local or State Aid Funds	Proposed Construction Year
L4543	Oakland Drive	Waterloo Creek	60	611,000.00	591,000.00		20,000.00	2024
7540	CSAH 10	Dry Run	68	611,000.00	209,000.00		402,000.00	2024
88431	CSAH 20	Stream	51	365,380.00	133,380.00		232,000.00	2024
L4038	Hauge Hill Road	Stream	35	250,000.00	250,000.00			2024
L9502	Pfeffer Valley Road		64	375,380.00	355,380.00		20,000.00	2025
L3968	Sylling Road	Dry Run	67	375,380.00	355,380.00		20,000.00	2025
6937	CR 249	Ditch	64	442,000.00	362,000.00		80,000.00	2025
				3,030,140.00	2,256,140.00		774,000.00	

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

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

****CERTIFICATION*****

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Polly Heberlein, Interim County Auditor/Treasurer do certify that the above Resolution is a true and correct copy of the resolution adopted by the Houston County Board of Commissioners at the session dated October 24, 2023.

WITNESS my hand and the seal of my office this 24th day of October, 2023.

Signed by: _____

Interim Houston County Auditor - Treasurer

RESOLUTION 23-37

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WITNESS my hand and the seal of my office this 24th day of October, 2023.

Signed by: _____

Interim Houston County Auditor - Treasurer

Houston County
Agenda Request Form

Date Submitted: October 9, 2023 Board Date: October 24, 2023

Person requesting appointment with County Board: Brian Pogodzinski

Issue:
The City of Caledonia intends on applying for Local Road Improvement Program funding for the extension of Warrior Ave out to TH 76. In order to apply, the County must sponsor the project.

Attachments/Documentation for the Board's Review:
Houston County Resolution

Justification:
County sponsorship is required in order for the City of Caledonia to apply for the project.

Action Requested:
Approve Resolution of Support for and Agreement to Sponsor the City of Caledonia for their Warrior Ave extension project.

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.

RESOLUTION NO. 23-28

RESOLUTION OF SUPPORT FOR AND AGREEMENT TO SPONSOR THE CITY OF CALEDONIA'S PURSUIT OF 2023 LOCAL ROAD IMPROVEMENT PROGRAM FUNDING FOR THE WARRIOR AVENUE EXTENSION PROJECT

WHEREAS, the Warrior Avenue Extension Project ("Project") includes North Warrior Avenue between Trunk Highway 76 ("TH 76") and the north entrance of the Caledonia Middle School/ High School Complex; and

WHEREAS, the Local Road Improvement Program (LRIP) administered by the Minnesota Department of Transportation makes available up to $1,500,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, address transportation deficiencies, and contribute to economic development; and

WHEREAS, the Warrior Avenue Extension project is regionally significant, results in safety improvements, addresses transportation deficiencies, and contributes to economic development for the following reasons:

1) By providing direct access to TH 76 for local and commercial traffic,
2) By reducing significant congestion at the intersection of Esch Drive and Trunk Highway 44 ("TH 44"), especially during peak school times,
3) By providing a paved surface with a 10-ton capacity,
4) By expanding pedestrian facilities,
5) By connecting with a planned Houston County bike route to Beaver Creek Valley State Park, and
6) By expanding access to commercial and industrial properties; and

WHEREAS, the project would not be financially feasible for the City without LRIP funding; and

WHEREAS, the Local Road Improvement Program (LRIP) requires a city, such Caledonia, that is not a State Aid city, to have a county sponsor and the support of the County Board; and

WHEREAS, the proposed year for project construction is 2024.

NOW, THEN BE IT RESOLVED, that:

1. The County supports the City of Caledonia's pursuit of LRIP funds for the construction of N. Warrior Avenue between TH 76 and the north entrance of the Caledonia Middle School/High School Complex.
2. The County agrees to sponsor the City of Caledonia's Local Road Improvement Program application to MnDOT.

*****CERTIFICATION*****
STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Polly Heberlein, Interim County Auditor/Treasurer, do certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated October 24, 2023.

WITNESS my hand and the seal of my office this 24th day of October 2023.

Signed by _____
Interim Houston County Auditor-Treasurer

RESOLUTION NO. 23-28

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3) By providing a paved surface with a 10-ton capacity,
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5) By connecting with a planned Houston County bike route to Beaver Creek Valley State Park, and
6) By expanding access to commercial and industrial properties; and

WHEREAS, the project would not be financially feasible for the City without LRIP funding; and

WHEREAS, the Local Road Improvement Program (LRIP) requires a city, such Caledonia, that is not a State Aid city, to have a county sponsor and the support of the County Board; and

WHEREAS, the proposed year for project construction is 2024.

NOW, THEN BE IT RESOLVED, that:

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2. The County agrees to sponsor the City of Caledonia's Local Road Improvement Program application to MnDOT.

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STATE OF MINNESOTA
COUNTY OF HOUSTON

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WITNESS my hand and the seal of my office this 24th day of October 2023.

Signed by _____
Interim Houston County Auditor-Treasurer

HOUSTON COUNTY
AGENDA REQUEST FORM

Date Submitted: 10.24.23
By: Polly Heberlein -Auditor-Treasurer

ACTION ITEM:

Consider approval of temporary variance of License Center office hours – changing *from* 8:00 am to 4:00 pm. *to* 8:00 am to 12:00 pm. - Monday thru Friday. (this need is based on the limited staffing at this time) This variance will be in effect from November 1, 2023 until the State of Minnesota has completed the employee background checks on new hires. It is estimated that the hours will resume to normal by Mid-December.

Reviewed by:	x	HR Director		County Sheriff	
		Finance Director		County Engineer	
		IS Director		PHHS	
		County Attorney	x	Other (indicate dept)	Auditor-Treasurer
		Environmental Srvcs			

Recommendation:

Decision:

HOUSTON COUNTY

AGENDA REQUEST FORM

Date Submitted: 10.24.2023
By: Polly Heberlein, Interim Auditor/Treasurer

ACTION ITEM:

Authorize Auditor/Treasurer to conduct a public sale for property located in the City of Caledonia at 916 Main Street, pursuant to M.S. 282.01; to be held at 10:00 a.m. on Wednesday, December 6, 2023, in the Commissioners Room at the Houston County Courthouse.

The property will be sold for not less than the minimum sale price of $7,400.00 and full payment of the purchase price shall be due at the time of sale. Parcel ID #21.0417.000 consists of the E 60 ft of N1/2 of OUTLOT 9, Buell's OUTLOTS, City (formally Village) of Caledonia, Minnesota according to the plat thereof on file and of record in the office of the Houston County Recorder.

In the event this parcel does not sell at public auction, it may be purchased after the sale by paying the basic sale price plus other charges in the Auditor/Treasurer's office.

Reviewed by:	____	**HR Director**	____	**County Sheriff** _____
	____	**Finance Director**	____	**County Engineer** _____
	____	**IS Director**	____	**PHHS** _____
	X	**County Attorney**	X	**Other (indicate dept)** Auditor/Treasurer
	____	**Environmental Srvcs**		

Recommendation:

Decision:

Resolution No. 23-40

BE IT RESOVED THAT Parcel #21.0417.000 of tax-forfeited land, located in the City of Caledonia in Houston County be classified as non-conservation land: that the basic sale price be set at $7,400.00 and that authorization for a public sale of this land be granted, pursuant to M.S. 282.01; that the sale will be held at 10:00 a.m. on Wednesday, December 6, 2023, by the Houston County Auditor-Treasurer in the Commissioners Room at the Houston County Courthouse; the property will be sold for not less than the basic sale price; and full payment of the purchase price and the additional costs shall be due at the time of sale.

WHEREAS, Parcel ID #21.0417.000 consists of the E 60 ft of N1/2 of OUTLOT 9, Buell's OUTLOTS, City (formally Village) of Caledonia, Minnesota according to the plat thereof on file and of record in the office of the Houston County Recorder.

In the event this parcel does not sell at public auction, it may be purchased after the sale by paying the basic sale price plus other charges in the Auditor/Treasurer's office.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Polly Heberlein, Houston County Auditor-Treasurer, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners on October 24, 2023.

WITNESS my hand and the seal of my office this 24th day of October, 2023.

(SEAL)

_____

Polly Heberlein

Houston County Auditor-Treasurer

City of Caledonia
231 E. Main Street, Caledonia, Minnesota 55921 (507) 725-3450 www.caledoniamn.gov

September 18, 2023

Polly Heberlein
Auditor, Houston County
504 South Marshall St
Caledonia, MN 55921

RE: Parcel 21.0417.000

Dear Polly,

The City Council of the City of Caledonia voted unanimously on Monday, September 11th to authorize the sale of the tax forfeited property located at 916 Main St E.

The City Council refused the right to obtain the property for public use, and the right to purchase the property at market value.

Thanks,

Jake Dickson
City Clerk-Administrator
City of Caledonia

Hc Auditor

DOCUMENT: A310536
Recorded 07-31-2023 at 1:42 PM
MARY B. BETZ, COUNTY RECORDER
HOUSTON COUNTY, MN
Pages: 1 Fee Amount: $0

COUNTY AUDITOR'S CERTIFICATE OF FORFEITURE

STATE OF MINNESOTA COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor, certify pursuant to Minnesota Statutes, Section 281.23, Subdivision 9, that the parcel of real property situated in Houston County and described below was bid in for and sold to the State of Minnesota on the second Monday of May, 2020, after judgment was entered in the District Court in Houston County on February 13, 2020, in the proceedings to enforce the payment of delinquent property taxes payable in the year 2019.

21.0417.000

I further certify that the time for redemption of the parcel of real property described below has expired after notice given pursuant to Minnesota Statutes, Section 281.23, Subdivisions 2, 3, 5, and 6, and filing of proof thereof in the office of the county auditor, and that absolute title to the parcel has vested in the State of Minnesota, in trust for the respective taxing districts.

Caledonia City Parcel # 21.0417.000

E 60ft of N1/2 of OUTLOT 9, Buell's OUTLOTS, City (formerly Village) of Caledonia.

Witness my hand and official seal on July 28, 2023.

Donna Trehus

Houston County Auditor (County Seal)

NOTICE OF EXPIRATION OF REDEMPTION

STATE OF MINNESOTA

County of Houston

Donna Trehus

County Auditor-Treasurer

TO: ALL PERSONS WITH A LEGAL INTEREST IN THE PARCEL(S) OF REAL PROPERTY DESCRIBED IN THE FOLLOWING NOTICE

The following information is listed below: the name(s) of the property owners, taxpayers, and interested parties who have filed their addresses under M.S.276.041; the address of the parties at the election of the County Auditor-Treasurer; the legal description and the parcel identification number of each parcel; and the amount necessary to redeem the parcel as of the date listed below.

Names/Addresses	PID and Property Description	Amount Due
Gordon & Eunice Tippman c/o Angela Dolan 8068 26th St. NW Owatonna, MN 55060	21.0417.000 E 60 FT OF N1/2 OF OUT LOT 9 BUELL'S OUT LOTS Sect-18 Twp-102 Range-005	$30,338.32

The time for redemption of the parcel(s) of real property listed above from the tax judgment sale will expire 60 days after service of this notice and the filing of proof thereof in the County Auditor-Treasurer's Office, or June 30, 2023, whichever is later. The redemption must be made in the County Auditor-Treasurer's Office.

FAILURE TO REDEEM THE LAND PRIOR TO THE EXPIRATION OF REDEMPTION WILL RESULT IN THE LOSS OF THE LAND AND FORFEITURE TO THE STATE OF MINNESOTA.

The amount(s) listed above must be paid on or before May 31, 2023. Please contact the Houston County Auditor-Treasurer's Office to verify the amount due if paid after May 31, 2023.

Inquiries about the delinquent tax proceedings described above can be made to the Houston County Auditor-Treasurer at the address listed below.

Witness my hand and the seal of my office this 21st day of April, 2023.

Donna Trehus

Donna Trehus
Houston County Auditor-Treasurer
Houston County Courthouse
304 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-5815

(COUNTY SEAL)

HOUSTON COUNTY
AGENDA REQUEST FORM

Date Submitted: 10.24.2023
By: Polly Heberlein, Interim Auditor/Treasurer

ACTION ITEM:

Approve the Conveyance of Spring Grove City Parcel # 26.0201.000 to the Spring Grove, Minnesota School District via Conditional Use Deed for the Authorized Public Use of a future Public Parking Lot. Pursuant to Minnesota Statute 282.01, Subd. 1a. and the Minnesota Delinquent Tax and Tax Forfeiture Manual page 165.

Parcel 26.0201.000 consists of property located as follows: Lot 28 and the East 25 feet of Lot 29 of Gilbertson's Addition to Spring Grove, West End Annex, according to the plat thereof on record in the Office of the County Recorder in and for said County of Houston, the Southeast Corner of which plat is the South Quarter Corner of Section 11, in Township 101 North of Range 7 West of the Fifth Principal Meridian, Houston County, Minnesota.

Reviewed by:	____	**HR Director**	____	**County Sheriff**	_____
	____	**Finance Director**	____	**County Engineer**	_____
	____	**IS Director**	____	**PHHS**	_____
	X	**County Attorney**	X	**Other (indicate dept)**	Auditor/Treasurer
	____	**Environmental Srvcs**			

Recommendation:

Decision:

HC Auditor

DOCUMENT: A310537
Recorded 07-31-2023 at 1:42 PM
MARY B. BETZ, COUNTY RECORDER
HOUSTON COUNTY, MN
Pages: 1 Fee Amount: $0

COUNTY AUDITOR'S CERTIFICATE OF FORFEITURE

STATE OF MINNESOTA COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor, certify pursuant to Minnesota Statutes, Section 281.23, Subdivision 9, that the parcel of real property situated in Houston County and described below was bid in for and sold to the State of Minnesota on the second Monday of May, 2019, after judgment was entered in the District Court in Houston County on February 15, 2019, in the proceedings to enforce the payment of delinquent property taxes payable in the year 2018.

I further certify that the time for redemption of the parcel of real property described below has expired after notice given pursuant to Minnesota Statutes, Section 281.23, Subdivisions 2, 3, 5, and 6, and filing of proof thereof in the office of the county auditor, and that absolute title to the parcel has vested in the State of Minnesota, in trust for the respective taxing districts.

26.0201.000

Spring Grove City Parcel # 26.0201.000

Lot 28 and the East 25 feet of Lot 29 of Gilbertson's Addition to Spring Grove, West End Annex, according to the plat thereof on record in the Office of the County Recorder in and for said County of Houston, the Southeast Corner of which plat is the South Quarter Corner of Section 11, in Township 101 North of Range 7 West of the Fifth Principal Meridian, Houston County, Minnesota.

Witness my hand and official seal on July 28, 2023.

Donna Trehus

Donna Trehus
Houston County Auditor (County Seal)

COUNTY AUDITOR-TREASURER
HOUSTON COUNTY, MINN.

Resolution No. 23-39

BE IT RESOVED THAT Parcel #26.0201.000 of tax-forfeited land, located in the City of Spring Grove in Houston County be conveyed to the Spring Grove Minnesota School District via Conditional Use Deed for the Authorized Public Use of a future public parking lot, Pursuant to Minnesota Statute 282.01, Subd. 1a. and the Minnesota Delinquent Tax and Tax Forfeiture Manual page 165.

WHEREAS, Parcel ID 26.0201.000 consists of property located as follows: Lot 28 and the East 25 feet of Lot 29 of Gilbertson's Addition to Spring Grove, West End Annex, according to the plat thereof on record in the Office of the County Recorder in and for said County of Houston, the Southeast Corner of which plat is the South Quarter Corner of Section 11, in Township 101 North of Range 7 West of the Fifth Principal Meridian, Houston County, Minnesota.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Polly Heberlein, Houston County Auditor-Treasurer, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners on October 24, 2023.

WITNESS my hand and the seal of my office this 24th day of October, 2023.

(SEAL)

_____

Polly Heberlein

Houston County Auditor-Treasurer

NOTICE OF EXPIRATION OF REDEMPTION

STATE OF MINNESOTA

County of Houston

Donna Trehus

County Auditor-Treasurer

TO: ALL PERSONS WITH A LEGAL INTEREST IN THE PARCEL(S) OF REAL PROPERTY DESCRIBED IN THE FOLLOWING NOTICE

The following information is listed below: the name(s) of the property owners, taxpayers, and interested parties who have filed their addresses under M.S.276.041; the address of the parties at the election of the County Auditor-Treasurer; the legal description and the parcel identification number of each parcel; and the amount necessary to redeem the parcel as of the date listed below.

Names/Addresses	PID and Property Description	Amount Due
Allan Bruce Poole c/o Laura Garry 736 Woodward Ave Chippewa Falls, WI 54729	26.0201.000 GILBERTSON ADTN Lots 28 & E 25 FT Lot 29 Sect-11 Twp-101 Range-007	$14,707.71

The time for redemption of the parcel(s) of real property listed above from the tax judgment sale will expire 60 days after service of this notice and the filing of proof thereof in the County Auditor-Treasurer's Office, or June 30, 2023, whichever is later. The redemption must be made in the County Auditor-Treasurer's Office.

FAILURE TO REDEEM THE LAND PRIOR TO THE EXPIRATION OF REDEMPTION WILL RESULT IN THE LOSS OF THE LAND AND FORFEITURE TO THE STATE OF MINNESOTA.

The amount(s) listed above must be paid on or before May 31, 2023. Please contact the Houston County Auditor-Treasurer's Office to verify the amount due if paid after May 31, 2023.

Inquiries about the delinquent tax proceedings described above can be made to the Houston County Auditor-Treasurer at the address listed below.

Witness my hand and the seal of my office this 21st day of April, 2023.

Donna Trehus

Donna Trehus
Houston County Auditor-Treasurer
Houston County Courthouse
304 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-5815

(COUNTY SEAL)

SPRING GROVE SCHOOLS

113 2nd Ave NW • Spring Grove, Minnesota 55974 | 507.498.3221 | Fax 507.498.3470

September 18, 2023

Dear Houston County Board of Commissioners,

The Spring Grove School District is interested in acquiring the following property:

> Spring Grove City Parcel # 26.0201.000: *Lot 28 and the East 25 feet of Lot 29 of Gilbertson's Addition to Spring Grove, West End Annex, according to the plat thereof on record in the Office of the County Recorder in and for said County of Houston, the Southeast Corner of which plat is the South Quarter Corner of Section 11, in Township 101 North of Range 7 West of the Fifth Principal Meridian, Houston County, Minnesota.*

It is our intention to utilize the property as a parking lot. According to "Minnesota Statute 282.01" a parking lot qualifies as a public use. We understand that we need to obtain a conditional use deed (including the $250 fee). We will need to accumulate funds over the course of a few years to demolish the existing motel property and improve the parking lot.

Please let me know what further information you need from the district. Thank you for this opportunity.

Sincerely,

Rachel Udstuen, Superintendent

1. Is the proposed purpose authorized by statute, law, or local charter?

2. Will the proposed purpose serve the public interest as much or more than having the parcel back on the tax rolls?

If the answer is "yes" to both questions, the county board may approve the request by resolution. The county auditor then contacts the governmental subdivision or state agency to collect money to purchase the property along with any other costs to complete the sale.

When the sale is complete, the county auditor applies for a state deed from the Department of Revenue in the name of the governmental subdivision or a release from trust in the name of the state agency.

"Flipping" Tax-Forfeited Land
Governmental subdivisions and state agencies are allowed to purchase tax-forfeited land for any public purpose for which they are authorized to acquire property. Generally, a governmental subdivision will not be authorized to buy tax-forfeited land for the intent to make a profit by reselling the property.

No Rule of Reversion for Government Purchases
The rule of reversion does not apply to the purchase of a parcel of tax-forfeited land by a governmental subdivision or state agency (Minnesota Statute 282.01). Once the sale is approved by the county board and the state deed has been recorded, the title does not have to be reconveyed to the state regardless of what the governmental subdivision or state agency does with the parcel.

Government Acquisition: Authorized Public Use

A county may convey tax-forfeited property free of charge to a governmental subdivision that uses the land for an authorized public use. This section details the limitations and special conditions on conveyances for authorized public uses.

Authorized Public Use Limitations
Authorized public uses for tax-forfeited land are limited by statute. The following list details the valid authorized public uses of tax-forfeited property (Minnesota Statute 282.01):

1. A road, or right-of-way for a road.

2. A park that is both available to, and accessible by, the public. The park must contain amenities such as campgrounds, playgrounds, athletic fields, trails, or shelters.

3. Trails for walking, bicycling, snowmobiling, or other recreational purposes. A reasonable amount of the surrounding land may be maintained in its natural state.

4. Transit facilities for buses, light rail transit, commuter rail or passenger rail. This includes transit ways, park-and-ride lots, transit stations, maintenance and garage facilities, and other facilities related to a public transit system.

5. Public beaches or boat launches.

6. Public parking.

7. Civic recreational or conference facilities.

8. Public service facilities such as fire halls, police stations, life stations, water towers, sanitation facilities, water treatment facilities, and administrative offices. A public service facility is usually a brick-and-mortar structure.

Rule of Reversion

The governmental subdivision has three years from the date of conveyance to implement the authorized public use on the tax-forfeited land. If the governmental subdivision fails to put the land to the intended use after three years, or abandons that use during the three year time period, the governmental subdivision must do one of two things:

1. With the approval of the county board, purchase the property for an authorized public purpose at the present market value as determined by the county board; or

2. Convey the land, or the part of the land not required for an authorized public use, to the state in trust for the taxing districts.

If the governmental subdivision purchases the property, the commissioner of revenue conveys the property on behalf of the state by quit claim deed free of a use restriction and the possibility of reversion or defeasement. The State Deed Application Form is used to apply for a quit claim deed under these circumstances.

If the governmental subdivision reconveys the property to the state, a reconveyance must be executed immediately. The conveyance is subject to the approval of the commissioner and its form must be approved by the attorney general. The forms and procedures are covered in the Voluntary Reconveyance by Governmental Subdivision paragraph below.

If the tax-forfeited land is not purchased or conveyed to the state in accordance with the above provisions, the commissioner of revenue declares the land to have reverted to the state. The details of these reconveyances are explained in the State Enforced Reconveyance paragraph below.

NOTE

There is no failure to put the land to an authorized public use and no abandonment of that use for 15 years from the date of conveyance if a formal plan of the governmental subdivision shows an intended future use of the land for the authorized public use. The formal plan may be a comprehensive plan, a land use plan, or some similar document (Minnesota Statutes 282.01).

Exceptions to the Rule of Reversion

Property held by a governmental subdivision under a conditional use deed executed by the commissioner of revenue before January 1, 2007 is released from the use restriction and possibility of reversion on January 1, 2022 if the county board records a resolution describing the land and citing Minnesota Statutes 282.01.

Property conveyed under a conditional use deed, regardless of when it was executed, is released from the use restriction and reverter on the later of (Minnesota Statute 282.01):

1. January 1, 2015;
2. Thirty years from the date the deed was acknowledged; or
3. Upon final resolution of an appeal initiated prior to January 1, 2015.

In practice, this means a 30-year expiration is on all conditional use deeds.

Voluntary Reconveyance by Governmental Subdivision

When a whole parcel or part of a parcel of conveyed tax-forfeited land is not being used for the authorized public use, the governing body of the governmental subdivision must voluntarily reconvey the property to the state (Minnesota Statute 282.01). The PT Form 975 is used for reconveyances of the entire original conveyance. The PT Form 976 is used for reconveyances of a portion of the original conveyance. This may include whole parcels if the original conveyance involved multiple parcels.

The reconveyance deed must be completed and signed by the officers of the governmental subdivision and stamped with the official seal. The information and the signatures must be validated by the signature and seal of a notary public.

The completed reconveyance deed is mailed to the Department of Revenue. If the reconveyance is approved, the Department of Revenue keeps a copy of the reconveyance deed for its records and mails the original document to the county auditor. The county auditor records the original reconveyance deed in the county recorder's office.

After recording, the county auditor returns the parcel to the county's tax-forfeited land list. The regular tax-forfeiture procedures can then be completed to make the parcel eligible again for acquisition by a governmental subdivision or state agency or for sale at a public or private auction. The governmental subdivision that reconveyed the property to the state may request to acquire the parcel again free of charge or by paying for it.

State Enforced Reconveyance

If the governmental subdivision does not voluntarily complete a reconveyance, the Department of Revenue must enforce the rule of reversion (Minnesota Statute 282.01).

To complete its enforcement role, the Department of Revenue adopted a process to monitor the use of the parcels. Each year, a letter is mailed to each governmental subdivision for which a parcel conveyed

HOUSTON COUNTY
AGENDA REQUEST FORM

Date Submitted: 10.24.2023
By: Polly Heberlein, Interim Auditor/Treasurer

ACTION ITEM:

Authorize Auditor/Treasurer to conduct a public sale for property located in the township of Money Creek, pursuant to M.S. 282.01; to be held at 10:00 a.m. on Wednesday, December 6, 2023, in the Commissioners Room at the Houston County Courthouse.

The property will be sold for not less than the minimum sale price of $4,200.00 and full payment of the purchase price shall be due at the time of sale. Parcel ID #10.0118.000 consists of a tract commencing at a point 10 rods South of a point in the center line of the public highway as now located which is 40 rods West of the Northeast corner of the SE ¼, Section 12, Township 104 North, Range 7 West, running thence West 12 rods; thence South 16 and ¾ rods; thence East 12 rods; thence North 16 and ¾ rods to the place of beginning.

AND

Commencing about 40 Rods W of NE corner SE1/4 Section 12, Township 104, Range 7 or in the center of the Highway as now traveled (1892), thence running West 12 rods, thence South 10 rods, thence East 12 rods, thence North 10 rods to the place of beginning, Houston County, Minnesota; Being part of the NE ¼ SE1/4 of Section 12, Township 104, Range 7.

In the event this parcel does not sell at public auction, it may be purchased after the sale by paying the basic sale price plus other charges in the Auditor/Treasurer's office.

Reviewed by:	____	**HR Director**	____	**County Sheriff** _____
	____	**Finance Director**	____	**County Engineer** _____
	____	**IS Director**	____	**PHHS** _____
	X	**County Attorney**	X	**Other (indicate dept)** Auditor/Treasurer
	____	**Environmental Srvcs**		

Recommendation:

Decision:

Resolution No. 23-41

BE IT RESOVED THAT Parcel #10.0118.000 of tax-forfeited land, located in the Township of Money Creek in Houston County be classified as non-conservation land: that the basic sale price be set at $4,200.00 and that authorization for a public sale of this land be granted, pursuant to M.S. 282.01; that the sale will be held at 10:00 a.m. on Wednesday, December 6, 2023, by the Houston County Auditor-Treasurer in the Commissioners Room at the Houston County Courthouse; the property will be sold for not less than the basic sale price; and full payment of the purchase price and the additional costs shall be due at the time of sale.

WHEREAS, Parcel ID #10.0118.000 consists of a tract commencing at a point 10 rods South of a point in the center line of the public highway as now located which is 40 rods West of the Northeast corner of the SE ¼, Section 12, Township 104 North, Range 7 West, running thence West 12 rods; thence South 16 and ¾ rods; thence East 12 rods; thence North 16 and ¾ rods to the place of beginning.

AND

Commencing about 40 Rods W of NE corner SE1/4 Section 12, Township 104, Range 7 or in the center of the Highway as now traveled (1892), thence running West 12 rods, thence South 10 rods, thence East 12 rods, thence North 10 rods to the place of beginning, Houston County, Minnesota; Being part of the NE ¼ SE1/4 of Section 12, Township 104, Range 7.

In the event this parcel does not sell at public auction, it may be purchased after the sale by paying the basic sale price plus other charges in the Auditor/Treasurer's office.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Polly Heberlein Houston County Auditor-Treasurer, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners on October 24, 2023.

WITNESS my hand and the seal of my office this 24th day of October, 2023.

(SEAL)

_____

Polly Heberlein

Houston County Auditor-Treasurer

Agenda request edit

Mark Bennett

Wed 10/18/2023 3:30 PM

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

Cc:Polly Heberlein <Polly.Heberlein@co.houston.mn.us>;

1 attachments (30 KB)

Rohn Notice of Expiration of Redemption.doc;

Allison,

Could you please use this attached document for the 10.0118.000 Agenda request instead of the document I sent earlier that was labeled "10.0118.001 NER"? That document can be disregarded.

Thank you.

Mark Bennett
Deputy Auditor/Treasurer

Houston County
304 S. Marshall Street
Caledonia MN 55921

Telephone 507-725-5803 ext. 1203

HC Auditor

DOCUMENT: A310535
Recorded 07-31-2023 at 1:42 PM
MARY B. BETZ, COUNTY RECORDER
HOUSTON COUNTY, MN
Pages: 1 Fee Amount: $0

COUNTY AUDITOR'S CERTIFICATE OF FORFEITURE

STATE OF MINNESOTA COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor, certify pursuant to Minnesota Statutes, Section 281.23, Subdivision 9, that the parcel of real property situated in Houston County and described below was bid in for and sold to the State of Minnesota on the second Monday of May, 2018, after judgment was entered in the District Court in Houston County on February 15, 2018, in the proceedings to enforce the payment of delinquent property taxes payable in the year 2017.

I further certify that the time for redemption of the parcel of real property described below has expired after notice given pursuant to Minnesota Statutes, Section 281.23, Subdivisions 2, 3, 5, and 6, and filing of proof thereof in the office of the county auditor, and that absolute title to the parcel has vested in the State of Minnesota, in trust for the respective taxing districts.

10.0118.001

Money Creek Township Parcel # 10.0118.000

A tract commencing at a point 10 rods South of a point in the centerline of the public highway as now located which is 40 rods West of the Northeast corner of the SE ¼, Section 12, Township 104 North, Range 7 West, running thence West 12 rods; thence South 16 and ¾ rods; thence East 12 rods; thence North 16 and ¾ rods to the place of beginning.

Witness my hand and official seal on July 28, 2023.

Donna Trehus

Donna Trehus
Houston County Auditor

(County Seal)

NOTICE OF EXPIRATION OF REDEMPTION

STATE OF MINNESOTA

County of Houston

Donna Trehus

County Auditor-Treasurer

TO: ALL PERSONS WITH A LEGAL INTEREST IN THE PARCEL(S) OF REAL PROPERTY DESCRIBED IN THE FOLLOWING NOTICE

The following information is listed below: the name(s) of the property owners, taxpayers, and interested parties who have filed their addresses under M.S.276.041; the address of the parties at the election of the County Auditor-Treasurer; the legal description and the parcel identification number of each parcel; and the amount necessary to redeem the parcel as of the date listed below.

Names/Addresses	PID and Property Description	Amount Due
Thomas J & Kay M Rohn 4194 Maple Grove Rd Chillicothe OH 45601	10.0118.000 1.25 AC PT NE1/4 SE1/4 VACATED ST & ALLEY Sect-12 Twp-104 range-007	$590.60

The time for redemption of the parcel(s) of real property listed above from the tax judgment sale will expire 60 days after service of this notice and the filing of proof thereof in the County Auditor-Treasurer's Office, or June 30, 2023, whichever is later. The redemption must be made in the County Auditor-Treasurer's Office.

FAILURE TO REDEEM THE LAND PRIOR TO THE EXPIRATION OF REDEMPTION WILL RESULT IN THE LOSS OF THE LAND AND FORFEITURE TO THE STATE OF MINNESOTA.

The amount(s) listed above must be paid on or before May 31, 2023. Please contact the Houston County Auditor-Treasurer's Office to verify the amount due if paid after May 31, 2023.

Inquiries about the delinquent tax proceedings described above can be made to the Houston County Auditor-Treasurer at the address listed below.

Witness my hand and the seal of my office this 21st day of April, 2023.

Donna Trehus

Donna Trehus
Houston County Auditor-Treasurer
Houston County Courthouse
304 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-5815

(COUNTY SEAL)

HC Auditor

No deliquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed (X) not required
Certificate of Real Estate Value No. _____
June 14th 2018
Michelle Quinn
County Auditor
by Mary Julbrecht
Deputy

Doc: A291266
OFFICE OF COUNTY RECORDER
HOUSTON COUNTY, MINNESOTA

Pages: 1

Certified, Filed, and/or Recorded:
June 14, 2018 1:32 PM

Fee: $0
Well Certificate: [ ] Rec'd

Beverly J Bauer, County Recorder

By: SKS

Received from:
HOUSTON COUNTY AUDITOR

Returned To:
HOUSTON COUNTY AUDITOR
COURTHOUSE
CALEDONIA, MN 55921

COUNTY AUDITOR'S CERTIFICATE OF FORFEITURE

STATE OF MINNESOTA COUNTY OF HOUSTON

I, Michelle Quinn, Houston County Auditor, certify pursuant to Minnesota Statutes, Section 281.23, Subdivision 9, that the parcel of real property situated in Houston County and described below was bid in for and sold to the State of Minnesota on the second Monday of May, 2013, after judgment was entered in the District Court in Houston County on February 15, 2013, in the proceedings to enforce the payment of delinquent property taxes payable in the year 2012.

I further certify that the time for redemption of the parcel of real property described below has expired after notice given pursuant to Minnesota Statutes, Section 281.23, Subdivisions 2, 3, 5, and 6, and filing of proof thereof in the office of the county auditor, and that absolute title to the parcel has vested in the State of Minnesota, in trust for the respective taxing districts.

Money Creek Township Parcel # 10.0118.001

Commencing about 40 Rods W of NE corner SE1/4 Section 12, Township 104, Range 7 or in the center of the Highway as now traveled (1892), thence running West 12 rods, thence South 10 rods, thence East 12 rods, thence North 10 rods to the place of beginning, Houston County, Minnesota; Being part of the NE1/4 SE1/4 of Section 12, Township 104, Range 7

10.0118.01

Witness my hand and official seal on June 13, 2018.

Michelle Quinn
Houston County Auditor

(County Seal)

282.01 TAX-FORFEITED LANDS; CLASSIFICATION, SALE.

Subdivision 1. **Classification as conservation or nonconservation.** (a) When acting on behalf of the state under laws allowing the county board to classify and manage tax-forfeited lands held by the state in trust for the local units as provided in section 281.25, the county board has the discretion to decide that some lands in public ownership should be retained and managed for public benefits while other lands should be returned to private ownership. Parcels of land becoming the property of the state in trust under law declaring the forfeiture of lands to the state for taxes must be classified by the county board of the county in which the parcels lie as conservation or nonconservation. In making the classification the board shall consider the present use of adjacent lands, the productivity of the soil, the character of forest or other growth, accessibility of lands to established roads, schools, and other public services, their peculiar suitability or desirability for particular uses, and the suitability of the forest resources on the land for multiple use and sustained yield management. The classification, furthermore, must: (1) encourage and foster a mode of land utilization that will facilitate the economical and adequate provision of transportation, roads, water supply, drainage, sanitation, education, and recreation; (2) facilitate reduction of governmental expenditures; (3) conserve and develop the natural resources; and (4) foster and develop agriculture and other industries in the districts and places best suited to them.

(b) Whenever the county board deems it appropriate, the board may hold a meeting for the purpose of reclassifying tax-forfeited land that has not been sold or released from the trust. The criteria and procedures for reclassification are the same as those required for an initial classification.

(c) Prior to meeting for the purpose of classifying or reclassifying tax-forfeited lands, the county board must give notice of its intent to meet for that purpose as provided in this paragraph. The notice must be given no more than 90 days and no less than 60 days before the date of the meeting; provided that if the meeting is rescheduled, notice of the new date, time, and location must be given at least 14 days before the date of the rescheduled meeting. The notice must be posted on a website. The notice must also be mailed or otherwise delivered to each person who has filed a request for notice of special meetings with the public body, regardless of whether the matter is considered at a regular or special meeting. The notice must be mailed or delivered at least 60 days before the date of the meeting. If the meeting is rescheduled, notice of the new date, time, and location must be mailed or delivered at least 14 days before the date of the rescheduled meeting. The public body shall publish the notice once, at least 30 days before the meeting, in a newspaper of general circulation within the area of the public body's authority. The board must also mail a notice by electronic means to each person who requests notice of meetings dealing with this subject and who agrees as provided in chapter 325L to accept notice that is mailed by electronic means. Receipt of actual notice under the conditions specified in section 13D.04, subdivision 7, satisfies the notice requirements of this paragraph.

The board may classify or reclassify tax-forfeited lands at any regular or special meeting, as those terms are defined in chapter 13D and may conduct only this business, or this business as well as other business or activities at the meeting.

(d) At the meeting, the county board must allow any person or agency possessing pertinent information to make or submit comments and recommendations about the pending classification or reclassification. In addition, representatives of governmental entities in attendance must be allowed to describe plans, ideas, or projects that may involve use or acquisition of the property by that or another governmental entity. The county board must solicit and consider any relevant components of current municipal or metropolitan comprehensive land use plans that incorporate the area in which the land is located. After allowing testimony, the board may classify, reclassify, or delay taking action on any parcel or parcels. In order for a state agency or a governmental subdivision of the state to preserve its right to request a purchase or other acquisition of

a forfeited parcel, it may, at any time following forfeiture, file a written request to withhold the parcel from sale or lease to others under the provisions of subdivision 1a.

(e) When classifying, reclassifying, appraising, and selling lands under this chapter, the county board may designate the tracts as assessed and acquired, or may by resolution provide for the subdivision of the tracts into smaller units or for the grouping of several tracts into one tract when the subdivision or grouping is deemed advantageous for conservation or sale purposes. This paragraph does not authorize the county board to subdivide a parcel or tract of tax-forfeited land that, as assessed and acquired, is withheld from sale under section 282.018, subdivision 1.

(f) A county board may by resolution elect to use the classification and reclassification procedures provided in paragraphs (g), (h), and (i), instead of the procedures provided in paragraphs (b), (c), and (d). Once an election is made under this paragraph, it is effective for a minimum of five years.

(g) The classification or reclassification of tax-forfeited land that has not been sold or released from the trust may be made by the county board using information made available to it by any office or department of the federal, state, or local governments, or by any other person or agency possessing pertinent information at the time the classification is made.

(h) If the lands are located within the boundaries of an organized town or incorporated municipality, a classification or reclassification and sale must first be approved by the town board of the town or the governing body of the municipality in which the lands are located. The town board of the town or the governing body of the municipality is considered to have approved the classification or reclassification and sale if the county board is not notified of the disapproval of the classification or reclassification and sale within 60 days of the date the request for approval was transmitted to the town board of the town or governing body of the municipality. If the town board or governing body disapproves of the classification or reclassification and sale, the county board must follow the procedures in paragraphs (c) and (d), with regard to the parcel, and must additionally cause to be published in a newspaper a notice of the date, time, location, and purpose of the required meeting.

(i) If a town board or a governing body of a municipality or a park and recreation board in a city of the first class desires to acquire any parcel lying in the town or municipality by procedures authorized in this section, it may file a written request under subdivision 1a, paragraph (a).

Subd. 1a. **Conveyance to public entities.** (a) Upon written request from a state agency or a governmental subdivision of the state, a parcel of unsold tax-forfeited land must be withheld from sale or lease to others for a maximum of six months. The request must be submitted to the county auditor. Upon receipt, the county auditor must withhold the parcel from sale or lease to any other party for six months, and must confirm the starting date of the six-month withholding period to the requesting agency or subdivision. If the request is from a governmental subdivision of the state, the governmental subdivision must pay the maintenance costs incurred by the county during the period the parcel is withheld. The county board may approve a sale or conveyance to the requesting party during the withholding period. A conveyance of the property to the requesting party terminates the withholding period.

A governmental subdivision of the state must not make, and a county auditor must not act upon, a second request to withhold a parcel from sale or lease within 18 months of a previous request for that parcel. A county may reject a request made under this paragraph if the request is made more than 30 days after the county has given notice to the requesting state agency or governmental subdivision of the state that the county intends to sell or otherwise dispose of the property.

(b) Nonconservation tax-forfeited lands may be sold by the county board, for their market value as determined by the county board, to an organized or incorporated governmental subdivision of the state for any public purpose for which the subdivision is authorized to acquire property. When the term "market value" is used in this section, it means an estimate of the full and actual market value of the parcel as determined by the county board, but in making this determination, the board and the persons employed by or under contract with the board in order to perform, conduct, or assist in the determination, are exempt from the licensure requirements of chapter 82B.

(c) Nonconservation tax-forfeited lands may be sold by the county board, for their market value as determined by the county board, to a state agency for any public purpose for which the agency is authorized to acquire property.

(d) Nonconservation tax-forfeited lands may be sold by the county board to an organized or incorporated governmental subdivision of the state or state agency for less than their market value if:

(1) the county board determines that a sale at a reduced price is in the public interest because a reduced price is necessary to provide an incentive to correct the blighted conditions that make the lands undesirable in the open market, or the reduced price will lead to the development of affordable housing; and

(2) the governmental subdivision or state agency has documented its specific plans for correcting the blighted conditions or developing affordable housing, and the specific law or laws that empower it to acquire real property in furtherance of the plans.

If the sale under this paragraph is to a governmental subdivision of the state, the commissioner of revenue must convey the property on behalf of the state by quitclaim deed. If the sale under this paragraph is to a state agency, the property is released from the trust in favor of the taxing districts and the commissioner of revenue must convey the property on behalf of the state by quitclaim deed to the agency.

(e) Nonconservation tax-forfeited land held in trust in favor of the taxing districts may be conveyed by the commissioner of revenue in the name of the state to a governmental subdivision for an authorized public use, if an application is submitted to the commissioner which includes a statement of facts as to the use to be made of the tract and the favorable recommendation of the county board. For the purposes of this paragraph, "authorized public use" means a use that allows an indefinite segment of the public to physically use and enjoy the property in numbers appropriate to its size and use, or is for a public service facility. Authorized public uses as defined in this paragraph are limited to:

(1) a road, or right-of-way for a road;

(2) a park that is both available to, and accessible by, the public that contains improvements such as campgrounds, playgrounds, athletic fields, trails, or shelters;

(3) trails for walking, bicycling, snowmobiling, or other recreational purposes, along with a reasonable amount of surrounding land maintained in its natural state;

(4) transit facilities for buses, light rail transit, commuter rail or passenger rail, including transit ways, park-and-ride lots, transit stations, maintenance and garage facilities, and other facilities related to a public transit system;

(5) public beaches or boat launches;

(6) public parking;

(7) civic recreation or conference facilities; and

(8) public service facilities such as fire halls, police stations, lift stations, water towers, sanitation facilities, water treatment facilities, and administrative offices.

No monetary compensation or consideration is required for the conveyance, except as provided in subdivision 1g, but the conveyance is subject to the conditions provided in law, including, but not limited to, the reversion provisions of subdivisions 1c and 1d.

(f) The commissioner of revenue shall convey a parcel of nonconservation tax-forfeited land to a local governmental subdivision of the state by quitclaim deed on behalf of the state upon the favorable recommendation of the county board if the governmental subdivision has certified to the board that prior to forfeiture the subdivision was entitled to the parcel under a written development agreement or instrument, but the conveyance failed to occur prior to forfeiture. No compensation or consideration is required for, and no conditions attach to, the conveyance.

(g) The commissioner of revenue shall convey a parcel of nonconservation tax-forfeited land to the association of a common interest community by quitclaim deed upon the favorable recommendation of the county board if the association certifies to the board that prior to forfeiture the association was entitled to the parcel under a written agreement, but the conveyance failed to occur prior to forfeiture. No compensation or consideration is required for, and no conditions attach to, the conveyance.

(h) Conservation tax-forfeited land may be sold to a governmental subdivision of the state for less than its market value for either: (1) creation or preservation of wetlands; (2) drainage or storage of stormwater under a stormwater management plan; or (3) preservation, or restoration and preservation, of the land in its natural state. The deed must contain a restrictive covenant limiting the use of the land to one of these purposes for 30 years or until the property is reconveyed back to the state in trust. At any time, the governmental subdivision may reconvey the property to the state in trust for the taxing districts. The deed of reconveyance is subject to approval by the commissioner of revenue. No part of a purchase price determined under this paragraph shall be refunded upon a reconveyance, but the amount paid for a conveyance under this paragraph may be taken into account by the county board when setting the terms of a future sale of the same property to the same governmental subdivision under paragraph (b) or (d). If the lands are unplatted and located outside of an incorporated municipality and the commissioner of natural resources determines there is a mineral use potential, the sale is subject to the approval of the commissioner of natural resources.

(i) A park and recreation board in a city of the first class is a governmental subdivision for the purposes of this section.

(j) Tax-forfeited land held in trust in favor of the taxing districts may be conveyed by the commissioner of revenue in the name of the state to a governmental subdivision for a school forest under section 89.41. An application that includes a statement of facts as to the use to be made of the tract and the favorable recommendation of the county board and the commissioner of natural resources must be submitted to the commissioner of revenue. No monetary compensation or consideration is required for the conveyance, but the conveyance is subject to the conditional use and reversion provisions of subdivisions 1c and 1d, paragraph (e). At any time, the governmental subdivision may reconvey the property back to the state in trust for the taxing districts. The deed of reconveyance is subject to approval by the commissioner of revenue.

Subd. 1b. **Conveyance; targeted community lands.** Notwithstanding subdivision 1a, in the case of tax-forfeited lands located in a targeted community in a city of the first class, the commissioner of revenue shall convey by quitclaim deed in the name of the state any tract of tax-forfeited land held in trust in favor of the taxing districts, to a political subdivision of the state that submits an application to the commissioner of revenue and the favorable recommendation of the county board. For purposes of this subdivision, the

term "targeted community" has the meaning given in section 469.201, subdivision 10, except that the land must be located within a first class city.

Subd. 1c. **Deed of conveyance; form; approvals.** The deed conveying property for an authorized public use under the authorities in this section, must be on a form approved by the attorney general and must be conditioned on continued use of the property for the purpose stated in the application as provided in this section. All deeds conveying property for an authorized public use, regardless of when executed, are conditional use deeds that convey a defeasible estate. Reversion of the estate occurs by operation of law and without the requirement for any affirmative act by or on behalf of the state when there is a failure to put the property to the approved authorized public use for which it was conveyed, or an abandonment of that use, except as provided in subdivision 1d.

Subd. 1d. **Reverter for failure to use; conveyance to state.** (a) After three years from the date of any conveyance of tax-forfeited land to a governmental subdivision for an authorized public use as provided in this section, regardless of when the deed for the authorized public use was executed, if the governmental subdivision has failed to put the land to that use, or abandons that use, the governing body of the subdivision must: (1) with the approval of the county board, purchase the property for an authorized public purpose at the present market value as determined by the county board, or (2) authorize the proper officers to convey the land, or the part of the land not required for an authorized public use, to the state of Minnesota in trust for the taxing districts. If the governing body purchases the property under clause (1), the commissioner of revenue shall, upon proper application submitted by the county auditor and upon the reconveyance of the land subject to the conditional use deed to the state, convey the property on behalf of the state by quitclaim deed to the subdivision free of a use restriction and the possibility of reversion or defeasement. If the governing body decides to reconvey the property to the state under this clause, the officers shall execute a deed of conveyance immediately. The conveyance is subject to the approval of the commissioner and its form must be approved by the attorney general. For 15 years from the date of the conveyance, there is no failure to put the land to the authorized public use and no abandonment of that use if a formal plan of the governmental subdivision, including, but not limited to, a comprehensive plan or land use plan, shows an intended future use of the land for the authorized public use.

(b) Property held by a governmental subdivision of the state under a conditional use deed executed under this section by the commissioner of revenue on or after January 1, 2007, may be acquired by that governmental subdivision after 15 years from the date of the conveyance if the commissioner determines upon written application from the subdivision that the subdivision has in fact put the property to the authorized public use for which it was conveyed, and the subdivision has made a finding that it has no current plans to change the use of the lands. Prior to conveying the property, the commissioner shall inquire whether the county board where the land is located objects to a conveyance of the property to the subdivision without conditions and without further act by or obligation of the subdivision. If the county does not object within 60 days, and the commissioner makes a favorable determination, the commissioner shall issue a quitclaim deed on behalf of the state unconditionally conveying the property to the governmental subdivision. For purposes of this paragraph, demonstration of an intended future use for the authorized public use in a formal plan of the governmental subdivision does not constitute use for that authorized public use.

(c) Property held by a governmental subdivision of the state under a conditional use deed executed under this section by the commissioner of revenue before January 1, 2007, is released from the use restriction and possibility of reversion on January 1, 2022, if the county board records a resolution describing the land and citing this paragraph. The county board may authorize the county treasurer to deduct the amount of the recording fees from future settlements of property taxes to the subdivision.

(d) Except for tax-forfeited land conveyed to establish a school forest under section 89.41, property conveyed under a conditional use deed executed under this section by the commissioner of revenue, regardless of when the deed for the authorized public use was executed, is released from the use restriction and reverter, and any use restriction or reverter for which no declaration of reversion has been recorded with the county recorder or registrar of titles, as appropriate, is nullified on the later of: (1) January 1, 2015; (2) 30 years from the date the deed was acknowledged; or (3) final resolution of an appeal to district court under subdivision 1e, if a lis pendens related to the appeal is recorded in the office of the county recorder or registrar of titles, as appropriate, prior to January 1, 2015.

(e) Notwithstanding paragraphs (a) to (d), tax-forfeited land conveyed to establish a school forest under section 89.41 is subject to a perpetual conditional use deed and reverter. The property reverts to the state in trust for the taxing districts by operation of law if the commissioner of natural resources determines and reports to the commissioner of revenue under section 89.41, subdivision 3, that the governmental subdivision has failed to use the land for school forest purposes for three consecutive years. The commissioner of revenue shall record a declaration of reversion for land that has reverted under this paragraph.

Subd. 1e. **Notice and declaration of reversion.** If the tax-forfeited land is not either purchased or conveyed to the state in accordance with subdivision 1d, the commissioner of revenue shall by written instrument, in form approved by the attorney general, declare the land to have reverted to the state, and shall serve a notice of reversion, with a copy of the declaration, by certified mail upon the clerk or recorder of the governmental subdivision concerned. No declaration of reversion under this subdivision shall be made earlier than 60 days after the expiration of the three-year period described in subdivision 1d. The commissioner shall file the original declaration in the commissioner's office, with verified proof of service. The governmental subdivision may appeal to the district court of the county in which the land lies by filing with the court administrator a notice of appeal, specifying the grounds of appeal and the description of the land involved, mailing a copy of the notice of appeal by certified mail to the commissioner of revenue, and filing a copy for record with the county recorder or registrar of titles, all within 30 days after the mailing of the notice of reversion. The appeal shall be tried by the court in like manner as a civil action. If no appeal is taken as provided in this subdivision, the declaration of reversion is final. The commissioner of revenue shall file for record with the county recorder or registrar of titles, of the county within which the land lies, a certified copy of the declaration of reversion and proof of service.

Subd. 1f. **Land exchanges; Minneapolis.** A city of the first class with a population of 450,000, or over, or its board of park commissioners, which has acquired tax-forfeited land for a specified public use under this section, may convey the land in exchange for other land of substantially equal worth located in the city. The land conveyed to the city, or its board of park commissioners, in exchange is subject to the public use and reversionary provisions of this section. The tax-forfeited land so conveyed is thereafter free from the public use and reversionary provisions of this section. The exchange shall in no way affect the mineral rights of the state of Minnesota, if any, in the lands exchanged.

Subd. 1g. **Conditional use deed fees.** (a) A governmental subdivision of the state applying for a conditional use deed under subdivision 1a, paragraph (e), must submit a fee of $250 to the commissioner of revenue along with the application. If the application is denied, the commissioner shall refund $150 of the application fee.

(b) The proceeds from the fees must be deposited in a Department of Revenue conditional use deed revolving fund. The sums deposited into the revolving fund are appropriated to the commissioner of revenue for the purpose of making the refunds described in this subdivision and administering conditional use deed laws.

Subd. 1h. **Conveyance; form.** The instruments of conveyance executed and issued by the commissioner of revenue under subdivision 1a, paragraphs (c), (d), (e), (f), (g), and (h), and subdivision 1d, paragraph (b), must be on a form approved by the attorney general and are prima facie evidence of the facts stated therein and that the execution and issuance of the conveyance complies with the applicable laws.

Subd. 2. **Conservation lands; county board supervision.** (a) Lands classified as conservation lands must be held under the supervision of the county board of the county within which the parcels lie and must not be conveyed or sold unless the lands are:

(1) reclassified as nonconservation lands;

(2) conveyed to a governmental subdivision of the state under subdivision 1a;

(3) released from the trust in favor of the taxing districts as provided in paragraph (b); or

(4) conveyed or sold under the authority of another general or special law.

(b) The county board may, by resolution duly adopted, resolve that certain lands classified as conservation lands shall be devoted to conservation uses and may submit a resolution to the commissioner of natural resources. If, upon investigation, the commissioner of natural resources determines that the lands covered by the resolution, or any part thereof, can be managed and developed for conservation purposes, the commissioner shall make a certificate describing the lands and reciting the acceptance thereof on behalf of the state. The commissioner shall transmit the certificate to the county auditor, who shall note the same upon the auditor's records and record the same with the county recorder. The title to all lands so accepted shall be held by the state free from any trust in favor of any and all taxing districts and the lands shall be devoted thereafter to the purposes of forestry, water conservation, flood control, parks, game refuges, controlled game management areas, public shooting grounds, or other public recreational or conservation uses, and managed, controlled, and regulated under the jurisdiction of the commissioner of natural resources and the divisions of the department.

(c) All proceeds derived from the sale of timber, lease of crops of hay, or other revenue from lands under the jurisdiction of the commissioner of natural resources shall be credited to the general fund of the state.

(d) If the commissioner of natural resources determines that any tract of land acquired by the state under paragraph (b) and situated within or adjacent to the boundaries of any governmental subdivision of the state is suitable for use by the subdivision for any authorized public purpose, the commissioner may convey the tract by deed in the name of the state to the subdivision upon the filing with the commissioner of a resolution adopted by a majority vote of all the members of the governing body thereof, stating the purpose for which the land is desired. The deed of conveyance shall be upon a form approved by the attorney general and must be conditioned upon continued use for the purpose stated in the resolution.

(e) The county auditor, with the approval of the county board, may lease conservation lands remaining under the supervision of the county board and sell timber and hay stumpage thereon in the manner hereinafter provided, and all proceeds derived therefrom shall be distributed in the same manner as provided in section 282.04.

Subd. 3. **Nonconservation lands; appraisal and sale.** (a) All parcels of land classified as nonconservation, except those which may be reserved, shall be sold as provided, if it is determined, by the county board of the county in which the parcels lie, that it is advisable to do so, having in mind their accessibility, their proximity to existing public improvements, and the effect of their sale and occupancy on the public burdens. Any parcels of land proposed to be sold shall be first appraised by the county board of

the county in which the parcels lie. The parcels may be reappraised whenever the county board deems it necessary to carry out the intent of sections 282.01 to 282.13.

(b) In an appraisal the value of the land and any standing timber on it shall be separately determined. No parcel of land containing any standing timber may be sold until the appraised value of the timber on it and the sale of the land have been approved by the commissioner of natural resources. The commissioner shall base review of a proposed sale on the policy and considerations specified in subdivision 1. The decision of the commissioner shall be in writing and shall state the reasons for it. The commissioner's decision is exempt from the rulemaking provisions of chapter 14 and section 14.386 does not apply. The county may appeal the decision of the commissioner in accordance with chapter 14.

(c) In any county in which a state forest or any part of it is located, the county auditor shall submit to the commissioner at least 60 days before the first publication of the list of lands to be offered for sale a list of all lands included on the list which are situated outside of any incorporated municipality. If, at any time before the opening of the sale, the commissioner notifies the county auditor in writing that there is standing timber on any parcel of land, the parcel shall not be sold unless the requirements of this section respecting the separate appraisal of the timber and the approval of the appraisal by the commissioner have been complied with. The commissioner may waive the requirement of the 60-day notice as to any parcel of land which has been examined and the timber value approved as required by this section.

(d) If any public improvement is made by a municipality after any parcel of land has been forfeited to the state for the nonpayment of taxes, and the improvement is assessed in whole or in part against the property benefited by it, the clerk of the municipality shall certify to the county auditor, immediately upon the determination of the assessments for the improvement, the total amount that would have been assessed against the parcel of land if it had been subject to assessment; or if the public improvement is made, petitioned for, ordered in or assessed, whether the improvement is completed in whole or in part, at any time between the appraisal and the sale of the parcel of land, the cost of the improvement shall be included as a separate item and added to the appraised value of the parcel of land at the time it is sold. No sale of a parcel of land shall discharge or free the parcel of land from lien for the special benefit conferred upon it by reason of the public improvement until the cost of it, including penalties, if any, is paid. The county board shall determine the amount, if any, by which the value of the parcel was enhanced by the improvement and include the amount as a separate item in fixing the appraised value for the purpose of sale.

Subd. 4. **Sale; method; requirements; effects.** (a) The sale authorized under subdivision 3 must be conducted by the county auditor at the county seat of the county in which the parcels lie, except that in St. Louis and Koochiching Counties, the sale may be conducted in any designated facility within the county. The sale must not be for less than the appraised value except as provided in subdivision 7a. The parcels must be sold for cash only, unless the county board of the county has adopted a resolution providing for their sale on terms, in which event the resolution controls with respect to the sale. When the sale is made on terms other than for cash only (1) a payment of at least ten percent of the purchase price must be made at the time of purchase, and the balance must be paid in no more than ten equal annual installments, or (2) the payments must be made in accordance with county board policy, but in no event may the board require more than 12 installments annually, and the contract term must not be for more than ten years. Standing timber or timber products must not be removed from these lands until an amount equal to the appraised value of all standing timber or timber products on the lands at the time of purchase has been paid by the purchaser. If a parcel of land bearing standing timber or timber products is sold at public auction for more than the appraised value, the amount bid in excess of the appraised value must be allocated between the land and the timber in proportion to their respective appraised values. In that case, standing timber or timber products must not be removed from the land until the amount of the excess bid allocated to timber or timber products has been

NOTICE OF EXPIRATION OF REDEMPTION

STATE OF MINNESOTA — Charlene Meiners

County of Houston — County Auditor

TO: ALL PERSONS WITH A LEGAL INTEREST IN THE PARCEL OF REAL PROPERTY DESCRIBED IN THE FOLLOWING NOTICE

The following information is listed below: the names of the property owners, taxpayers, and interested parties who have filed their addresses under M.S. 276.041; the address of the parties at the election of the county auditor; the legal description and parcel identification number of the parcel; and the amount necessary to redeem the parcel as of the date listed below.

Names/Addresses	PID and Property Description	Amount Due
Thomas J. & Kay M. Rohn 4194 Maple Grove Rd Chillicothe OH 45601-8909	Parcel 10.0118.001 Commencing about 40 Rods W of NE corner SE1/4 Section 12, Township 104, Range 7 or in the center of the Highway as now Traveled (1892), thence running west 12 rods, thence south 10 rods, thence east 12 rods, thence north 10 rods to the place of beginning, Houston County, Minnesota; Being part of the NE1/4 SE1/4 of Section 12, Township 104, Range 7	$3,363.24

The time for redemption of the parcel of real property listed above from the tax judgment sale will expire 60 days after service of this notice and the filing of proof thereof in the county auditor's office, or May 15, 2018, whichever is later. The redemption must be made in the county auditor's office.

FAILURE TO REDEEM THE LAND PRIOR TO THE EXPIRATION OF REDEMPTION WILL RESULT IN THE LOSS OF THE LAND AND FORFEITURE TO THE STATE OF MINNESOTA.

The amount listed above must be paid to redeem if paid on or before April 30, 2018. Please contact the Houston County Auditor's Office to verify the amount due if paid after April 30, 2018.

Inquiries about the delinquent tax proceedings described above can be made to the Houston County Auditor at the address listed below.

Witness my hand and the seal of my office this 1st day of April, 2018.

_____

Charlene Meiners
Houston County Auditor
Houston County Courthouse
304 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-5803

(COUNTY SEAL)

paid in addition to the appraised value of the land. The purchaser is entitled to immediate possession, subject to the provisions of any existing valid lease made in behalf of the state.

(b) For sales occurring on or after July 1, 1982, the unpaid balance of the purchase price is subject to interest at the rate determined pursuant to section 549.09. The unpaid balance of the purchase price for sales occurring after December 31, 1990, is subject to interest at the rate determined in section 279.03, subdivision 1a. The interest rate is subject to change each year on the unpaid balance in the manner provided for rate changes in section 549.09 or 279.03, subdivision 1a, whichever, is applicable. Interest on the unpaid contract balance on sales occurring before July 1, 1982, is payable at the rate applicable to the sale at the time that the sale occurred.

(c) Notwithstanding subdivision 7, a county board may by resolution provide for the listing and sale of individual parcels by other means, including through a real estate broker. However, if the buyer under this paragraph could have repurchased a parcel of property under section 282.012 or 282.241, that buyer may not purchase that same parcel of property at the sale under this subdivision for a purchase price less than the sum of all taxes, assessments, penalties, interest, and costs due at the time of forfeiture computed under section 282.251, and any special assessments for improvements certified as of the date of sale. This subdivision shall be liberally construed to encourage the sale and utilization of tax-forfeited land in order to eliminate nuisances and dangerous conditions and to increase compliance with land use ordinances.

Subd. 5. **Sale on terms, certificate; failure to comply.** When sales hereafter are made on terms the purchaser shall receive a certificate from the county auditor in such form, consistent with the provisions of sections 282.01 to 282.13 and setting forth the terms of sale, as may be prescribed by the attorney general. Failure of the purchaser or any person claiming under the purchaser, to pay any of the deferred installments with interest, or the current taxes, or to comply with any conditions that may have been stipulated in the notice of sale or in the auditor's certificate herein provided for, shall constitute default; and the state may, by order of the county board, during the continuance of such default, declare such certificate canceled and take possession of such lands and may thereafter resell or lease the same in the same manner and under the same rules as other lands forfeited to the state for taxes are sold or leased. When the county board shall have adopted a resolution ordering the cancellation of such certificate or certificates and the cancellation shall have been completed in accord with section 282.40, then a reentry shall be deemed to have been made on the part of the state without any other act or deed, and without any right of redemption by the purchaser or any one claiming under the purchaser; and the original purchaser in default or any person claiming under the original purchaser, who shall remain in possession or enter thereon shall be deemed a willful trespasser and shall be punished as such.

When the cancellation of such certificate has been completed the county auditor shall cancel all taxes and tax liens, delinquent and current, and special assessments, delinquent or otherwise, imposed upon the lands described in the certificate after its issuance.

Subd. 6. **Duties of commissioner after sale.** (a) When any sale has been made by the county auditor under sections 282.01 to 282.13, the auditor shall immediately certify to the commissioner of revenue such information relating to such sale, on such forms as the commissioner of revenue may prescribe as will enable the commissioner of revenue to prepare an appropriate deed if the sale is for cash, or keep necessary records if the sale is on terms; and not later than October 31 of each year the county auditor shall submit to the commissioner of revenue a statement of all instances wherein any payment of principal, interest, or current taxes on lands held under certificate, due or to be paid during the preceding calendar years, are still outstanding at the time such certificate is made. When such statement shows that a purchaser or the purchaser's assignee is in default, the commissioner of revenue may instruct the county board of the county in which the land is located to cancel said certificate of sale in the manner provided by subdivision 5, provided that upon

recommendation of the county board, and where the circumstances are such that the commissioner of revenue after investigation is satisfied that the purchaser has made every effort reasonable to make payment of both the annual installment and said taxes, and that there has been no willful neglect on the part of the purchaser in meeting these obligations, then the commissioner of revenue may extend the time for the payment for such period as the commissioner may deem warranted, not to exceed one year. On payment in full of the purchase price, appropriate conveyance in fee, in such form as may be prescribed by the attorney general, shall be issued by the commissioner of revenue, which conveyance must be recorded by the county and shall have the force and effect of a patent from the state subject to easements and restrictions of record at the date of the tax judgment sale, including, but without limitation, permits for telephone and electric power lines either by underground cable or conduit or otherwise, sewer and water lines, highways, railroads, and pipe lines for gas, liquids, or solids in suspension.

(b) The commissioner of revenue shall issue an appropriate conveyance in fee when approval from the county auditor is given based upon written confirmation from a licensed closing agent, title insurer, or title insurance agent as specified in section 82.641. For purposes of this paragraph, "written confirmation" means a written commitment or approval that the funding for the conveyance is held in an escrow account available for disbursement upon delivery of a conveyance. The county recorder or registrar of titles must not record or file a conveyance issued under this paragraph unless the conveyance contains a certification signed by the county auditor where the land is located stating that the recorder or registrar of titles can accept the conveyance for recording or filing. The conveyance issued by the commissioner of revenue shall not be effective as a conveyance until it is recorded. The conveyance shall be issued to the county auditor where the land is located. Upon receipt of the conveyance, the county auditor shall hold the conveyance until the conveyance is requested from a licensed closing agent, title insurer, or title insurance agent to settle and close on the conveyance. If a request for the conveyance is not made within 30 days of the date the conveyance is issued by the commissioner of revenue, the county auditor shall return the conveyance to the commissioner. If the conveyance is delivered to the licensed closing agent, title insurer, or title insurance agent and the closing does not occur within ten days of the request, the licensed closing agent, title insurer, or title insurance agent shall immediately return the conveyance to the county auditor and, upon receipt, the county auditor shall return the conveyance to the commissioner of revenue. The commissioner of revenue shall cancel and destroy all conveyances returned by the county auditor pursuant to this subdivision. The licensed closing agent, title insurer, or title insurance agent must promptly record the conveyance after the closing and must deliver an attested or certified copy to the county auditor and to the grantee or grantees named on the conveyance.

Subd. 7. **County sales; notice, purchase price, disposition.** The sale must commence at the time determined by the county board of the county in which the parcels are located. The county auditor shall offer the parcels of land in order in which they appear in the notice of sale, and shall sell them to the highest bidder, but not for a sum less than the appraised value, until all of the parcels of land have been offered. Then the county auditor shall sell any remaining parcels to anyone offering to pay the appraised value, except that if the person could have repurchased a parcel of property under section 282.012 or 282.241, that person may not purchase that same parcel of property at the sale under this subdivision for a purchase price less than the sum of all taxes, assessments, penalties, interest, and costs due at the time of forfeiture computed under section 282.251, and any special assessments for improvements certified as of the date of sale. The sale must continue until all the parcels are sold or until the county board orders a reappraisal or withdraws any or all of the parcels from sale. The list of lands may be added to and the added lands may be sold at any time by publishing the descriptions and appraised values. The added lands must be: (1) parcels of land that have become forfeited and classified as nonconservation since the commencement of any prior sale; (2) parcels classified as nonconservation that have been reappraised; (3) parcels that have been reclassified as nonconservation; or (4) other parcels that are subject to sale but were omitted from the existing list for any

reason. The descriptions and appraised values must be published in the same manner as provided for the publication of the original list. Parcels added to the list must first be offered for sale to the highest bidder before they are sold at appraised value. All parcels of land not offered for immediate sale, as well as parcels that are offered and not immediately sold, continue to be held in trust by the state for the taxing districts interested in each of the parcels, under the supervision of the county board. Those parcels may be used for public purposes until sold, as directed by the county board.

Subd. 7a. **City sales; alternate procedures.** Land located in a home rule charter or statutory city, or in a town which cannot be improved because of noncompliance with local ordinances regarding minimum area, shape, frontage or access may be sold by the county auditor pursuant to this subdivision if the auditor determines that a nonpublic sale will encourage the approval of sale of the land by the city or town and promote its return to the tax rolls. If the physical characteristics of the land indicate that its highest and best use will be achieved by combining it with an adjoining parcel and the city or town has not adopted a local ordinance governing minimum area, shape, frontage, or access, the land may also be sold pursuant to this subdivision. If the property consists of an undivided interest in land or land and improvements, the property may also be sold to the other owners under this subdivision. The sale of land pursuant to this subdivision shall be subject to any conditions imposed by the county board pursuant to section 282.03. The governing body of the city or town may recommend to the county board conditions to be imposed on the sale. The county auditor may restrict the sale to owners of lands adjoining the land to be sold. The county auditor shall conduct the sale by sealed bid or may select another means of sale. The land shall be sold to the highest bidder and may be sold for less than its appraised value. All owners of land adjoining the land to be sold shall be given a written notice at least 30 days prior to the sale.

This subdivision shall be liberally construed to encourage the sale and utilization of tax-forfeited land, to eliminate nuisances and dangerous conditions and to increase compliance with land use ordinances.

Subd. 8. **Minerals in tax-forfeited land and tax-forfeited stockpiled metallic minerals material subject to mining; procedures.** In case the commissioner of natural resources shall notify the county auditor of any county in writing that the minerals in any tax-forfeited land or tax-forfeited stockpiled metallic minerals material located on tax-forfeited land in such county have been designated as a mining unit as provided by law, or that such minerals or tax-forfeited stockpiled metallic minerals material are subject to a mining permit or lease issued therefor as provided by law, the surface of such tax-forfeited land shall be subject to disposal and use for mining purposes pursuant to such designation, permit, or lease, and shall be withheld from sale or lease by the county auditor until the commissioner shall notify the county auditor that such land has been removed from the list of mining units or that any mining permit or lease theretofore issued thereon is no longer in force; provided, that the surface of such tax-forfeited land may be leased by the county auditor as provided by law, with the written approval of the commissioner, subject to disposal and use for mining purposes as herein provided and to any special conditions relating thereto that the commissioner may prescribe, also subject to cancellation for mining purposes on three months written notice from the commissioner to the county auditor.

Subd. 9. [Repealed, 2010 c 389 art 9 s 14]

Subd. 10. [Repealed, 2010 c 389 art 9 s 14]

Subd. 11. [Repealed, 2010 c 389 art 9 s 14]

Subd. 12. **Notice; public hearing for use change.** If a governmental subdivision that acquired a parcel for public use under this section later determines to change the use, it must hold a public hearing on the proposed use change. The governmental subdivision must mail written notice of the proposed use change

and the public hearing to each owner of property that is within 400 feet of the parcel at least ten days and no more than 60 days before it holds the hearing. The notice must identify: (1) the parcel, (2) its current use, (3) the proposed use, (4) the date, time, and place of the public hearing, and (5) where to submit written comments on the proposal and that the public is invited to testify at the public hearing.

Subd. 13. **Online auction.** A county board, or a county auditor if the auditor has been delegated such authority under section 282.135, may sell tax-forfeited lands through an online auction. When an online auction is used to sell tax-forfeited lands, the county auditor shall post a physical notice of the online auction and shall publish a notice of the online auction on its website not less than ten days before the online auction begins, in addition to any other notice required.

History: *(2139-15) 1935 c 386 s 1; Ex1935 c 105 s 1; 1939 c 328 s 1; 1941 c 394 s 1; 1941 c 511 s 1; 1943 c 37 s 1; 1943 c 204 s 1,2; 1943 c 627 s 1-3; 1945 c 99 s 1; 1945 c 150 s 1,2; 1945 c 574 s 1; 1947 c 140 s 1; 1949 c 251 s 1; 1949 c 359 s 1; 1953 c 144 s 1; 1953 c 316 s 1; 1953 c 493 s 1; 1953 c 549 s 1; 1957 c 667 s 1-3; 1959 c 348 s 1; 1969 c 399 s 1; 1969 c 1129 art 10 s 2; 1973 c 582 s 3; 1974 c 278 s 1; 1976 c 181 s 2; 1978 c 674 s 60; 1980 c 437 s 13,14; 1982 c 424 s 63,130; 1982 c 511 s 24,25; 1982 c 523 art 39 s 5,6; 1983 c 222 s 19; 1983 c 247 s 121; 1983 c 342 art 15 s 30; 1984 c 443 s 1; 1985 c 300 s 13; 1Sp1985 c 14 art 20 s 14; 1986 c 444; 1Sp1986 c 3 art 1 s 82; 1987 c 291 s 211; 1989 c 328 art 6 s 1; 1990 c 480 art 8 s 14; 1990 c 604 art 3 s 37; 1991 c 291 art 12 s 19; 1992 c 511 art 2 s 27; 1993 c 11 s 1; 1994 c 416 art 1 s 36; 1997 c 231 art 8 s 5; 1999 c 243 art 13 s 8-10; 1Sp2001 c 5 art 3 s 59-63; 2003 c 127 art 5 s 33,46,47; 2004 c 221 s 45; 2004 c 262 art 2 s 8; 2008 c 277 art 1 s 60; 2010 c 389 art 9 s 1-13; 2011 c 112 art 7 s 4-6; 2013 c 73 s 4,5; 2014 c 308 art 9 s 52; 1Sp2017 c 1 art 2 s 30,31; art 15 s 30,31; 1Sp2019 c 4 art 4 s 5; 1Sp2019 c 6 art 4 s 23*

REVIEW OF PROPOSED SALES OF TAX-FORFEITED LANDS BY THE DEPARTMENT OF NATURAL RESOURCES

The Department of Natural Resources (DNR) is directed by state law to review, authorize, and approve the sale of certain tax-forfeited lands (i.e., lands that have forfeited for nonpayment of general real estate tax). It is the county in which the lands are located that decides to offer the lands for sale. For many parcels of tax-forfeited land, the DNR has no statutory authority to approve or disapprove the sale. In those instances, the DNR may provide advice or recommendations to the counties. **Please note that the 2017 Minnesota Legislature made some changes to tax-forfeited land sale law. Those changes have been incorporated into the DNR's tax-forfeited land reviews materials on the pages linked below. If you have specific questions about the 2017 legislative changes, please contact the Regional Operations Supervisor in your region of the state.**

As public lands, tax-forfeited lands can provide multiple public benefits, including natural resources uses. However, some lands would best be managed for private benefits and should be returned to private ownership.

The table below is a summary of statutory authority for the DNR's review, authorization, and approval of proposed tax-forfeited land sales. The purpose of this table is to provide a quick guide to the issues reviewed by the DNR. This is a complex area of law and the statutes should be reviewed for a complete understanding of authority as to DNR's review of proposed sales of tax-forfeited lands managed by the counties.

Caution: This table is for quick reference purposes only. This table does not cover all issues related to sale of DNR-administered tax-forfeited lands held free from the trust in favor of the taxing districts or consolidated conservation lands.

Feature for review	Withdrawn from sale or commissioner's approval or authorization required
Standing Timber Timber means trees that will produce forest products of value, including, but not limited to, logs, bolts, pulpwood, posts, poles, cordwood, lumber and decorative material.	Commissioner must approve appraised value of timber and sale of land. [Minn. Stat., sec. 282.01, subd. 3]
Waterfront Bordering on or adjacent to meandered lakes and other public waters and watercourses.	Waterfront of 150 feet or less requires commissioner's approval. Waterfront of more than 150 feet is withdrawn from sale; however, a county is permitted to sell such property upon written authorization from the commissioner of natural resources. [Minn. Stat., sec. 282.018, subd. 1]

Feature for review	Withdrawn from sale or commissioner's approval or authorization required
State Park Within boundary of state park.	Withdrawn from sale. [Minn. Stat., sec. 85.012, subd. 1]
Nonforested Marginal Land and Wetland Lands and wetlands identified by the Board of Water and Soil Resources (BWSR) or federal agencies, often using Army Corps of Engineers manual.	Withdrawn from sale unless notice of existence of nonforested marginal land or wetland is provided to prospective purchasers and deed contains *restrictive covenant* that precludes enrollment in state conservation program (unless platted subdivision or conveyance is to correct errors in legal descriptions). [Minn. Stat., secs. 103F.535] and 282.018, subd. 2]
Memorial Forest Tax-forfeited land designated by county board resolution as most suitable for forest purposes and managed on forestry principles.	Withdrawn from sale, unless county board finds it more suitable for other purposes and withdraws lands from memorial forest and commissioner approves sale. [Minn. Stat., sec. 459.06, subd. 3]
Mineral Lease or Mining Unit Lands or stockpiled materials are subject to state mineral lease or lands or stockpiled materials have been designated in mining unit status by the commissioner for offering for mineral leasing purposes.	Withheld from sale. [Minn. Stat., sec. 282.01, subd. 8]
Peat Lands chiefly valuable for commercial quantities of peat.	Withdrawn from sale. [Minn. Stat., sec. 92.461, and Opinion of Attorney General, Feb. 9, 1968]
Land Classified as Conservation County board has classified tax forfeited land as conservation instead of non-conservation.	Withdrawn from sale, except commissioner may approve sale of conservation lands designated by county board as primarily suitable for a specific conservation purpose or for auxiliary forest purposes. [Minn. Stat., sec. 282.011, subd. 1]
Red Lake Game Preserve and Other Consolidated Conservation Areas Tax forfeited lands located within Red Lake Game Preserve area and other consolidated conservation areas that forfeited on or after May 3, 1984.	Subject to above requirements

Feature for review	Withdrawn from sale or commissioner's approval or authorization required
Trust Fund Lands and Other DNR Administered-Lands (other than tax forfeited land held free from the trust in favor of the taxing districts) - lands were erroneously taxed and erroneously forfeited or correctly taxed (e.g., certificate of sale issued) but erroneously forfeited (e.g., land sold but purchaser still paying for land and patent not issued).	Commissioner objects to forfeiture of land and objects to sale of land by counties. [Minn. Stat., sec. 92.214]

Houston County
Agenda Request Form

Date Submitted: October 19, 2023 Board Date: October 24, 2023

Person requesting appointment with County Board: Brian Pogodzinski

Issue:
To approve the Mn/Dot Aeronautics companion grant for the Airport Taxilane project.

Attachments/Documentation for the Board's Review:
Copy of Resolution is attached

Justification:
The County has already authorized the work fo the Airport Taxilane grant with Nadeau Companies. This grant secures the state matching money on the project.

Action Requested:
Pass Resolution

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.

DEPARTMENT OF TRANSPORTATION
AERONAUTICS

STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT

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

RECITALS

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

AGREEMENT TERMS

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

1.1 **Effective Date.** This agreement will be effective on August 22, 2023, or the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5, whichever is later. As required by Minn.Stat.§16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration Date.** This agreement will expire on December 31, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A2801-34**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.

1.5 **Exhibits: Exhibit 'A'** Houston County Grant Request Letter; **Exhibit 'B'** – Credit Application

2 **Grantee's Duties**

2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.

2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.

2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.

2.4 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1).

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2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

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

3 Time

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

4 Cost and Payment

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

Item Description	Federal Share	State Share	Grantee Share
Land Acquisition – Parcel 8 (7.93Acers) (AIP Eligible $58,303.21)	90.00%	5.0%	5.0%
Land Acquisition – Parcel 8 (7.93Acers) (AIP Un-Funded $28,084.03)	0.00%	0.00%	100.0%
Taxi-Lane Construction (AIP Eligible $283,601.00)	90.00%	5.0%	5.0%
Engineering (AIP Eligible $98,303.00)	90.00%	5.0%	5.0%

Federal Committed:	**$ 396,187.00**
State:	**$ 22,010.61**
Grantee:	**$ 50,094.63**

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

4.2 **Travel Expenses.** No travel Expenses are authorized for this project. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state at the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

4.3 **Sufficiency of Funds**. Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

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AERONAUTICS

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed $ **22,010.61.**

4.5 **Payment**

Invoices. Grantee will submit invoices for payment by Credit Application, Exhibit **'B',** which is attached and incorporated into this agreement and can also be found at http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf, is the form grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:
As work progresses on a monthly schedule.

4.5.1 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.5.2 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.3 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.5 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.6 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

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5 **Conditions of Payment**

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

6 **Authorized Representatives**

6.1 The State's Authorized Representative are:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or
Brian Conklin, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658, or his successor.

State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

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

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

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

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

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.

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

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

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

7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

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

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9 **State Audits**

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

10 **Government Date Practices and Intellectual Property Rights**

Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.1 **Intellectual Property Rights.**

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

10.1.1 **Obligations**

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

10.1.2 **Representation**. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee

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must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers Compensation**

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

12 **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

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

13 **Governing Law, Jurisdiction, and Venue**

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

14 **Termination; Suspension**

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

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

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

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

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

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

DEPARTMENT OF TRANSPORTATION AERONAUTICS

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

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

17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 **Telecommunications Certification**. By signing this agreement, Contractor certifies that, consistent with Section 889of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

20 **Title VI/Non-discrimination Assurances**. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at:
https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035.
Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information

DEPARTMENT OF TRANSPORTATION
AERONAUTICS

and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

21 **Additional Provisions**

[Intentionally left blank.]

STATE ENCUMBRANCE VERIFICATION

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

Signed:_____

Date:_____

SWIFT Contract/PO No(s)._____

GRANTEE

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

By:_____

Title: Houston County Board Chairperson

Date:_____

By:_____

Title: Houston County Interim Auditor-Treasurer

Date:_____

DEPARTMENT OF TRANSPORTATION

By:_____
(with delegated authority)

Title:_____

Date:_____

DEPARTMENT OF TRANSPORTATION CONTRACT MANAGEMENT

By:_____

Date:_____

Exhibit "A"

HOUSTON COUNTY
DEPARTMENT OF TRANSPORTATION
1124 East Washington Street
Caledonia, MN 55921
TEL (507) 725-3925 FAX (507) 725-5417

July 10, 2023

SP A2801-34 FAA AIP 3-27-0016-012-2023

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

MnDOT Contract #1055180

RE: Grant Application - REVISED
Houston County Airport (CHU)
Parcel 8 Land Acquisition
Taxilane Construction

Dear Mr. Bourassa:

Please find enclosed the purchase agreement, land acquisition documents, CRP early termination agreement, bid abstract, pre-construction photos, signed professional service agreements, FAA cost-price analysis, FAA Form SF-424, FAA Form 5100-100, and plans and specifications for the projects at the Houston County Airport in Caledonia, Minnesota.

The projects involve the acquisition of 7.93-acres of land from one property owner to allow for future building area development. Two taxilanes will be constructed over the parcel for a future county owned T-Hangar project proposed for next year.

The previously submitted Grant Application has been revised to breakdown the cost of the appraisal, review appraisal, County attorney, and closing fees. The Grant Application has also been revised to address the FAA overpayment associated with FAA AIP 3-27-0016-02-06 grant for reimbursement of land which was previously reimbursed via FAAP 9-21-096-C801 (1968). The overpayment amount of $25,275.63 will be deducted from this Grant Application.

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

PARCEL 8 LAND ACQUISITION			
PROFESSIONAL SERVICES (BOLTON & MENK, INC.)	**TOTAL**	**FAA-AIP (90%)**	**STATE (5%)**
LAND ACQUISITION ASSISTANCE	$19,303.00	$17,372.70	$965.15
TOTAL ENGINEERING:	**$19,303.00**	**$17,372.70**	**$965.15**
ADMINISTRATION (HOUSTON COUNTY)	**TOTAL**	**FAA-AIP (90%)**	**STATE (5%)**
PARCEL 8 LAND ACQUISITION (7.93 ACRES)	$80,036.32	$72,032.69	$4,001.82
APPRAISALS, COUNTY ATTORNEY, & CLOSING SERVICES	$10,000.00	$9,000.00	$500.00
TOTAL ADMINISTRATION:	**$90,036.32**	**$81,032.69**	**$4,501.82**
	TOTAL	**FAA-AIP (90%)**	**STATE (5%)**
TOTAL PROJECT:	**$109,339.32**	$98,405.39	$5,466.97

LAND ACQUISITION / TAXILANE CONSTRUCTION				
PROFESSIONAL SERVICES	**TOTAL**	**FAA (90%)**	**STATE (5%)**	**LOCAL (5%)**
LAND ACQUISITION - BMI	$19,303.00	$17,372.70	$965.15	$965.15
TAXILANE CONSTRUTION - BMI	$79,000.00	$71,100.00	$3,950.00	$3,950.00
TOTAL ENGINEERING:	**$98,303.00**	**$88,472.70**	**$4,915.15**	**$4,915.15**
CONSTRUCTION	**TOTAL**	**FAA (90%)**	**STATE (5%)**	**LOCAL (5%)**
TAXILANE CNST. - NADEAU COMPANIES	$283,601.00	$255,240.90	$14,180.05	$14,180.05
TOTAL CONSTRUCTION:	**$283,601.00**	**$255,240.90**	**$14,180.05**	**$14,180.05**
ADMINISTRATION	**TOTAL**	**FAA (90%)**	**STATE (5%)**	**LOCAL (5%)**
PARCEL 8 LAND ACQUISITION (7.93-AC)	$80,036.32	$72,032.69	$4,001.82	$4,001.82
CRP EARLY TERMINATION FEE	$1,277.80	$1,150.02	$63.89	$63.89
APPRAISAL - AMERICAN CONSULTING & APPRAISAL, INC.	$2,500.00	$2,250.00	$125.00	$125.00
REVIEW APPRAISAL - SANDHILL APPRAISALS, INC.	$200.00	$180.00	$10.00	$10.00
COUNTY ATTORNEY FEES	$1,025.00	$922.50	$51.25	$51.25
CLOSING FEES	$848.12	$763.31	$42.41	$42.41
BID ADVERTISING	$500.00	$450.00	$25.00	$25.00
TOTAL ADMINISTRATION:	**$86,387.24**	**$77,748.52**	**$4,319.36**	**$4,319.36**
2006 AIP OVERPAYMENT	**TOTAL**	**FAA (100%)**	**STATE (0%)**	**LOCAL (0%)**
ADJUSTMENT FOR DUPLICATE FAA LAND REIMBURSEMENT	($25,275.63)	($25,275.63)	$0.00	$0.00
TOTAL CONSTRUCTION:	**($25,275.63)**	**($25,275.63)**	**$0.00**	**$0.00**
	TOTAL	**FAA (90%)**	**STATE (5%)**	**LOCAL (5%)**
TOTAL PROJECT:	**$443,015.61**	**$396,186.49**	**$23,414.56**	**$23,414.56**

Houston County requests a **Federal AIP** grant agreement in the amount of **$396,187.00** for the aforementioned projects. If you need any further information or documentation, please feel welcome to contact me at brian.pogodzinski@co.houston.mn.us or 507-725-3925.

Sincerely,

Brian Pogodzinski, P.E.
County Engineer

See CHU Cost Splits Attachment for Funding Rates.

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

Enclosures:

- Purchase Agreement
- Land Acquisition Documents
- CRP Early Termination Agreement
- Bid Abstract
- Pre-Construction Photos
- Signed Professional Service Agreements
- FAA Cost-Price Analysis
- FAA Form 5100-100
- FAA Form SF-424
- Plans and Specifications

Airport: Houston County Airport _ Caledonia (CHU)
Sponsor: County of Houston
DUNS/SAM: XEMLXNMPRD93
State Project: A2801-34
State Agreement #: 1055180
AIP Project: AIP 3-27-0016-012-2023
Description: Land Acquisition & Construct Taxi-lane
Version: 7/12/23 (app)

				Funding Rates					
Construction	**Description**		**Total**	**Federal**	**State**	**Federal**	**State**	**Local**	
				90%	5%	$ -	$ -	$ -	
	Taxi-Lane Construction Nadeau Construction		$ 283,601.00	90%	5%	$ 255,240.90	$ 14,180.05	$ 14,180.05	
						$ -	$ -	$ -	
		CONSTRUCTION SUBTOTAL	**$ 283,601.00**			**$ 255,240.90**	**$ 14,180.05**	**$ 14,180.05**	
Engineering	**Description**		**Total**	**Federal**	**State**	**Federal**	**State**	**Local**	
	BMI WO #1 (Land Acquisition)		$ 19,303.00	90%	5%	$ 17,372.70	$ 965.15	$ 965.15	
	BMI WO #2 (Taxi-Lane Construction)		$ 79,000.00	90%	5%	$ 71,100.00	$ 3,950.00	$ 3,950.00	
	WO #2 Task 1 Taxi-Lane Construction Design	($40,000)		0%	70%	$ -	$ -	$ -	
	WO #2 Task 2 Construction Administration	($39,000)		90%	5%	$ -	$ -	$ -	
		ENGINEERING SUBTOTAL	**$ 98,303.00**			**$ 88,472.70**	**$ 4,915.15**	**$ 4,915.15**	
Administration	**Description**		**Total**	**Federal**	**State**	**Federal**	**State**	**Local**	
	Land Property Acquisition (7.93 Acres)		$ 80,036.32	90%	5%	$ 72,032.69	$ 4,001.82	$ 4,001.82	
	CRP Early Termination Fee		$ 1,277.80	90%	5%	$ 1,150.02	$ 63.89	$ 63.89	
	American Consulting Appraisal		$ 2,500.00	90%	5%	$ 2,250.00	$ 125.00	$ 125.00	
	Sandhill Appraisals (Review Appraisal)		$ 200.00	90%	5%	$ 180.00	$ 10.00	$ 10.00	
	County Attourney Fees		$ 1,025.00	90%	5%	$ 922.50	$ 51.25	$ 51.25	
	Closing Fees		$ 848.12	90%	5%	$ 763.31	$ 42.41	$ 42.41	
	Bid Advertising		$ 500.00	90%	5%	$ 450.00	$ 25.00	$ 25.00	
		ADMINISTRATION SUBTOTAL	**$ 86,387.24**			**$ 77,748.52**	**$ 4,319.36**	**$ 4,319.36**	
		Total (before adjustments)	$ 468,291.24			$ 421,462.12	$ 23,414.56	$ 23,414.56	
	2006 AIP Overpayment	(Adjustment for duplicate FAA Land Reimbursement)	$ (28,084.03)			$ (25,275.63)	$ (1,404.20)	$ (1,404.20)	
		Total (FFY23)	**$ 440,207.21**			$ 396,186.49	**$ 22,010.36**	**$ 22,010.36**	
		Grant Amounts	**$ 440,207.21**			**$ 396,186.00**	**$ 22,010.61**	**$ 22,010.60**	$ 440,207.21
		Overall Share Percentages				**90.00%**	**5.00%**	**5.00%**	
		FAA & State Unfunded - Local responsibility	$ 28,084.03					**$ 28,084.03**	
		Totals	$ 468,291.24			**$ 396,186.00**	**$ 22,010.61**	**$ 50,094.63**	$ 468,291.24

Rev. 9/02

Exhibit "B"

MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF AERONAUTICS
395 John Ireland Blvd.
Mail Stop 410
ST. PAUL, MINNESOTA 55155-1899
TELEPHONE NUMBER: (651) 234-7200

Airport Name

State Project No.

Federal Project No.

Mn/DOT Agreement No.

CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Total Expenditures	$0.00

○ *FINAL ⦿ PARTIAL (CHOOSE ONE)

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality

By

Title

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

Exhibit "B" (cont.)

STATE OF Minnesota

COUNTY OF _____

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

_____
Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

_____
NOTARY PUBLIC

My Commission Expires:_____

Rev. 1/07

RESOLUTION 23-42

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

It is resolved by the **County of Houston** as follows:

1. That the state of Minnesota Agreement No. **1055180**,

   "Grant Agreement for Airport Improvement Excluding Land Acquisition," for

   State Project No. **A2801-34** at the **Houston County Airport** is accepted.

2. That the County Board Chairperson and the Interim County Auditor/Treasurer are authorized to execute this Agreement and any amendments on behalf of **Houston County**.

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 October 24, 2023 as shown by the minutes in my possession.

(SEAL)

_____

Polly Heberlein, Interim County Auditor-Treasurer

Rev. 1/07

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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 October 24, 2023 as shown by the minutes in my possession.

(SEAL)

_____

Polly Heberlein, Interim County Auditor-Treasurer

DDA
Human Resources, Inc.
a David Drown Associates Company

Wayzata Office
3620 Northome Avenue
Wayzata, MN 55391
Phone: (612)920-3320 x103 | Fax: (612)605-2375
www.daviddrown.com

October 11, 2023

Board of Commissioners
Houston County
304 S. Marshall Street, Suite 208
Caledonia, MN 55921

RE: Classification Changes

DDA worked with Houston County on a Market Analysis and Pay Grid Calibration. We have been asked to review the job description for IT Director

Job Title	Current DBM	Proposed DBM
IT Director	D61	D62

While the D Band is correct, as this position is a Department Head of a smaller department and interprets programs into operational plans and deploys resources. In my evaluation I believe it should increase it sub-grade as the complexity of the job warrants this level and this position provides support to the entire County and has high level of accountability and impact on end results. Impact on end results includes liability, financial impact and support work with other departments and entities.

This classification change was one of a few classification changes recommended in 2022 for exempt staff.

Dr. Tessia Melvin, Management Consultant
DDA Human Resources, Inc.
tessia@daviddrown.com

INFORMATION TECHNOLOGY DIRECTOR

JOB DESCRIPTION

Position Purpose

Reporting to the County Board of Commissioners, the Information Technology Director (ITD) is responsible for leading the comprehensive development and implementation of technologies for all County governmental divisions and its interfaces with external agencies. Using a proactive approach, the ITD directs the information systems operations to achieve the County's strategic goals. Focusing on teamwork the ITD determining strategic IT direction for various departments and promoting the effective application of IT while maintaining State of Minnesota and federal agency compliance.

Distinguishing Characteristics

The ITD a professional position that drives quality, customer focused, and cost-effective in-house services. In collaboration with county department directors this position advances the mission of the County with proactive approaches to areas to IT security. The ITD provides timely emergency response and support and therefore may work unusual and varied hours.

Essential Duties	Estimated % Time

1. Systems Planning/Management
• Makes the determination as to the final hardware and software for all technologies in all departments
• Manage IT procurement
• Oversee the development and implementation of all IT activities
• Develop, maintain, secure, and test backups for all County data and ensure data integrity
• Institute programs and standards that ensure technology deployment is done within the context of industry best practice
  o Create long term strategy prioritization plan for shared architecture development across the organization that supports integrated products
  o Improve the overall architecture competency and capability organization-wide and promote technology best practices
  o Review requests for major system changes or requests for new application systems
  o Prepare cost-benefit and return-on-investment analyses to aid in decisions on system implementation
  o Review application program development and testing processes
  o Consult with user staff and mangers to: determine efficient utilization
	50%

of technologies, develop technology plans, implement new application systems and tools and coordinate training
• Work with state and local units of government to develop integrated systems and electronic interfaces
• Review, recommend and oversee outsourcing activities
• Assess internal training needs and implement training for end users
• Oversee the installation and maintenance of servers, client workstations, and peripheral devices (such as printers, scanners, fax, etc.) and attach these devices to the county-wide network
  o Establish and track user network accounts and passwords
  o Install adapter cards, software, device drivers and configure these devices to assure inter-operation with other devices on the network and with other devices such as an AS/400
  o Develop and implement accountable and effective remote work processes and strategies	

2. Network Security • Manage and enforce all network security and training • Develop and implement continuity of operations protocols to minimize disruption to business operations in the event of emergency situations or data loss • Configure and implement intrusion detection systems and firewalls; maintain virtual private networks, web protocols, and email security systems • Facilitate IT security audits or investigations • Implement and maintain security over remote connections with current best practices and maintain compliance with CJIS, HIPPA, and Federal Tax Data • Administer multifactor authentication for Houston County as well as remote agencies • Administer connectivity for all law enforcement agencies within the County region that meets the Criminal Justice Information Systems	**20%**

3. Supervisory
• **Hiring and Orientation**
  o Analyze staffing needs and make staffing recommendations to the Administrator and HR Director
  o Work with HR in the recruitment/selection of IT Services staff
  o Provide/arrange for departmental/program orientation and mentoring to new staff
• **Training**
  o Provide staff with necessary program training and training on department policies/procedures
  o Analyze training needs, identify and arrange for relevant professional development and OSHA compliance
• **Direction/Oversight**
  o Plan, direct, and coordinate work activities of IT staff
  o Ensure staff is compliant with operational SOPs and all relevant statutes, rules, regulations
	10%

○ Resolve personnel problems and concerns as they arise • **Performance Evaluation** ○ Conduct probationary and annual performance evaluation ○ Provide performance improvement plans and coaching as needed Work with the HR Director & PHHS Director regarding investigative and disciplinary meetings • Determine/implement staff training • Oversee the performance management ○ Handles discipline and termination in conjunction with the HRD ○ Adjust grievances in consultation with HRD ○ Evaluate individual performance and identify individual improvement plans	
4. Budget • Develop an annual budget that is inclusive of scheduled replacement and upgrades and present to the Board of Directors • Monitor the department budget and ensure fiscal accountability	**5%**
5. Web Management • Administer website development and production for internal and external information dissemination and public relations	**5%**
6. Policy Management • Draft and enforce IT policies • Develop, document and revise system design procedures, test procedures, and quality standards •	**5%**
7. Other Duties • Perform all duties inherent to this position • Attend professional association meetings • Maintain professional competency: regularly read manuals, periodicals, and technical reports to learn how to develop programs that meet staff and user requirements	**5%**

This description describes the general list of responsibilities is not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of this position and classification and are intended only as an illustration of the various types of work performed. The position description is subject to change as the needs of the employer and requirements of the position change.

Employment Standards

Education and Experience

- Bachelor's degree from an accredited college in Computer Science, Management Information Systems or related field and
- Ten (10) years of experience in security management, applications development, operations management, and information technology support

-OR-

- A combination of ten (10) years of progressively responsible experience and education (academic and/or technical) in a position comparable to that of an Information Technology Manager

Preferred Criteria/Experience

- A Master's degree in computer science or related field and
- Ten (10) years of experience in security management, applications development, operations management, and information technology support

Essential Experience Required

- Teamwork & collaboration with technical professionals and users
- Thorough knowledge of networking function and capacity including a strong understanding of TCP/IP networking
- A strong understanding of Windows operating systems including Windows Server and Active Directory

Desirable Experience

- Specific Hardware including but not limited to: file servers; PCs; network copiers and printers as well as back-up solutions.
- Operating Systems and applications including but limited to: IBM OS/400 and Micosoft Enterprise Server, Exchange Server, SQL, Symantec AntiVirus and Backup Exec.
- Advanced Networking including but not limited to: VPNs; Cisco Routers; Firewalls; and Enhanced E911.
- Supervision of IT staff who develop or implement automated applications

In addition to strong technical expertise, the person in this position must have the following knowledge, skills and abilities:

- Demonstrated analytical and strategic skills and abilities
- Strong business acumen, with experience in assessing organizational level technology needs and develop short-term strategies and long-range plans to meet the County's needs
- Sound budget development and oversight, including effectuating financial strategies to meet County wide technology goals
- Excellent skills in analytical thinking and problem solving including the ability to create and effectively utilize detailed work plans, including the ability to analyze system requirements, develop effective solutions and supervise the implementation of solutions
- Excellent interpersonal skills and the ability to encourage a climate of collaboration and build effective teams including the ability to negotiate and resolve conflicts effectively.
- Excellent and effective professional verbal and written communications
- Ability to train and foster the professional development of others including identifying skill gaps in others and recommending training
- Work independently, accepting responsibility and accounting for his/her actions -skilled in planning, organizing and working as a team member, accomplishing County and IS department goals in a timely and effective manner

Persons with Disabilities

The above is a general listing of job duties. Essential and non-essential functions may vary by individual position. Reasonable accommodations may be available for both essential and non-essential job duties.

In compliance w/ the Americans with Disabilities Act the following represents the Physical/Environmental Demands

FUNCTION	N/A	<25%	25% - 49%	50% - 74%	>74%
Office Environment				X	
Sitting				X	
Standing, Walking			X		
Hand Dexterity- Simultaneous/Repetitive Hand Movements				X	
Typing/Data Entry			X		
Close Vision (Near Acuity)			X		
Distance Vision (Far Acuity)	X				
Color Vision (ability to identify and distinguish colors)	X				
Accommodation (ability to adjust the eye to bring an object into sharp focus)					X
Hearing/Speech					X
Sedentary (Exert up to 10 pounds of force)					X
Light (Exert up to 20 pounds of force)		X			
Lifting, carrying or pushing of objects up to twenty-five (25) pounds			X		
Lifting, carrying or pushing of objects up to fifty (50) pounds		X			
Lifting or pushing of objects over fifty (50) pounds		X			
Adverse movements such as overhead, bending, reaching		X			

NOTICE

A County employee in this position may encounter not public data as defined by Minnesota and federal law in the course of his/her work. Any access to not public data should be strictly limited to accessing the data that is necessary to fulfill the defined job duties. While data is being accessed, the employee shall take reasonable measures to ensure the not public data is not accessed by unauthorized individuals. Once the work purpose to access the data is reasonably finished, the employee must properly store and secure the not public data in accordance with applicable County policies as well as Minnesota and federal law. All

employees are expected to become familiar with and comply with the requirements of the County's Data Practices and Data Security Policies.

Status:	**Exempt**
Job Category:	**Professional**
Banding:	**D61, D62 2023**
Labor Group:	**Confidential**
Reviewed:	**2017, 09.2020, 12.2021, 07.2023**

HOUSTON COUNTY
CEDA

Professional Services Agreement

THIS CONTRACT, and amendments and supplements thereto, is between the COUNTY of Houston, acting through its Board of Commissioners, (hereinafter COUNTY), and Community and Economic Development Associates, a Minnesota nonprofit corporation exempt from income tax as an organization operated for charitable purposes with the meaning of I.R.C. section, 501(c)(3) (hereinafter CONTRACTOR).

WHEREAS, COUNTY, pursuant to Minnesota Statutes Chapter 375, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, COUNTY is in need of professional economic development services to assist the County Board in fostering a durable local economy through a wide range of planning and development initiatives.

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be **effective on January 1, 2024** or upon the date the final required signature is obtained by COUNTY, whichever occurs later, and shall remain in effect **through December 31, 2025**. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by COUNTY's authorized representative.

II. **CONTRACTOR'S DUTIES**. The CONTRACTOR will provide a wide range of professional economic development services. The CONTRACTOR will provide 1,248 hours of services per calendar year to develop strategic measures to leverage public and private resources to foster economic innovation and advance the economic advantage of County business and industry including but not limited to:

- Identifying potential economic opportunities that through a wide range of innovative collaborations and provide the Board with an assessment of the potential impact of proposed initiatives
- Identify grant funding opportunities

- Provide loan packaging services for COUNTY'S business assistance programs
- Administer local, regional, and state revolving loan funds, as necessary
- Review/update the COUNTY's Economic Development Work Plan
- Plan, facilitate, and/or conduct the COUNTY's community and business development projects, including as necessary, staffing those projects in consultation with and as directed by the COUNTY:
    - Seek municipal involvement
    - Foster relationships and partnerships to enhance meeting the COUNTY'S goals
    - Prepare economic development guidelines
    - Promote the use of local assets to support and promote businesses and value-added processes
    - Provide direction and oversight to *The Bluff County's Collaborative* and *Houston County Farming Initiative*
- Develop and/or assist with local surveys
- Assist with COUNTY's economic development marketing efforts, including coordinating efforts with the COUNTY web-site development
- Develop and coordinate and host COUNTY economic development forums

III. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by COUNTY as follows:

1. Compensation for Year 2024 will be SIXTY-FOUR THOUSAND, TWO-HUNDRED EIGHTY-FIVE dollars and 32/100 ($64,285.32) for professional services; commencing on January 1, 2022 or upon the date the final required signature is obtained by COUNTY whichever is later. The charge for services described in section II above, for year 2025 will increase by 2.5% to SIXTY-FIVE THOUSAND, EIGHT HUNDRED AND NINETY-TWO dollars and 46/100 ($65,892.46).

2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract in an amount not to exceed ZERO DOLLARS, ($0.00).

   The CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred unless it receives prior written approval for such travel from COUNTY'S authorized representative.

B. Terms of Payment

Payment shall be made by COUNTY promptly after the CONTRACTOR'S presentation of invoices by the 10th of each month for the preceding four weeks of professional services performed and acceptance of such services by COUNTY'S Authorized Representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of, as determined at the sole discretion of its, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for

work found by COUNTY to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR on the first of the month following the month of services.

IV. AUTHORIZED REPRESENTATIVES

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

A. COUNTY'S authorized representative for the purpose of administration of this contract is:

Name:	Theressa Arrick-Kruger
Address:	304 South Marshall Street Caledonia, MN 55921
Telephone:	(507)725-5822
E-Mail:	Theressa.arrick-kruger@co.houston.mn.us

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name:	Ron Zeigler
Address:	1500 South Highway 52 P.O. Box 483 Chatfield, MN 55923
Telephone:	(507) 867-3164
E-Mail:	ron.zeigler@cedausa.com

V. CANCELLATION AND TERMINATION

This contract may be canceled by COUNTY or the CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

VI. ASSIGNMENT

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of COUNTY.

VII. LIABILITY

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

VIII. INDEPENDENT CONTRACTOR

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

IX. WORKERS' COMPENSATION

The CONTRACTOR certifies it is in compliance with Minnesota Statute §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered COUNTY employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way COUNTY'S obligation or responsibility.

X. INSURANCE REQUIREMENTS

CONTRACTOR agrees that at all times during the term of this CONTRACT to maintain:

- Comprehensive General Liability - $1million minimum per occurrence
- Excess Liability Coverage - $2 million over the general and automobile coverage.
- Workers Compensation as required by Minnesota Statutes

The COUNTY of Houston shall be listed as an additionally named insured on the above policies by the CONTRACTOR prior to the execution of this CONTRACT. Additionally, CONTRACTOR agrees to maintain the above required insurance and shall provide the COUNTY with thirty (30) days written notice of any proposed changes prior to the cancellation, non-renewal or material changes. An ACORD Certificate of Liability Insurance for the above listed coverage shall be supplied to COUNTY by CONTRACTOR for each calendar year covered by the term of this CONTRACT.
See Exhibit A.

IX. PUBLICITY

Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify COUNTY as the sponsoring agency and shall not be released prior to receiving the approval of COUNTY'S authorized representative.

X. NON-DISCRIMINATION, MINNESOTA STATUTE §181.59.

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the COUNTY, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

XI. DATA DISCLOSURE

The CONTRACTOR may be required to provide either a social security number, or a federal taxpayer identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities.

XI. GOVERNMENT DATA PRACTICES ACT

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

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify COUNTY. COUNTY will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XIII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted law, COUNTY at the CONTRACTOR'S expense from any action or claim brought against COUNTY to the extent that it is based on a claim that all, or part of the materials, infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises, or in the CONTRACTOR'S or

COUNTY's opinion is likely to arise, the CONTRACTOR shall, at COUNTY's discretion, either procure for COUNTY the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIV. JURISDICTION AND VENUE

This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Houston County, Caledonia, Minnesota.

XV. AMENDMENTS

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

XVI. STATE AUDITS

The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by COUNTY and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

XVII. SURVIVAL OF TERMS. The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Data Disclosure; XII., Government Data Practices Act; XIII., Ownership of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

THIS SPACE INTENTIONALLY BLANK

SIGNATURE PAGE TO FOLLOW

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

APPROVED:

CONTRACTOR:

For Community and Economic Development Associates, by Ron Zeigler
Title: CEO/ President
Date: October 17, 2023

HOUSTON COUNTY

For Houston County, by Dewey Severson
Title: Houston County Board Chair
Date: October , 2023

For Houston County, by Theressa Arrick-Kruger
Title: Human Resources Director
Date: October , 2023

APPROVED AS TO FORM AND EXECUTION:

By Samuel Jandt
Title: Houston County Attorney
Date: October , 2023

EXHIBIT A

ACORD CERTIFICATE OF LIABILITY

HOUSTON COUNTY
CEDA

Addendum to
Professional Services Agreement

This addendum (hereinafter ADDENDUM) is made by and between the County of Houston, acting through its Board of Commissioners, (hereinafter COUNTY), and Community and Economic Development Associates, a Minnesota nonprofit corporation (hereinafter CONTRACTOR), parties to an agreement dated October 24, 2023 and effective January 1, 2024 through December 31, 2025, (hereinafter AGREEMENT). The AGREEMENT is modified as follows:

1. **TERM OF ADDENDUM.** This ADDENDUM is effective on January 1, 2024 and shall remain in effect through December 31, 2025. The CONTRACTOR understands that no work should begin under this ADDENDUM until all required signatures have been obtained and the CONTRACTOR is notified to begin work by COUNTY's authorized representative.

2. **CONTRACTOR'S DUTIES.** The CONTRACTOR will provide an eight (8) hours of services per week (416 hours total) during the term of this ADDENDUM to assist the COUNTY as Clerk to the County Board of Commissioners. The scope of work includes:

   - Attend Board Tuesday morning meetings and work sessions
   - Maintain an accurate record of official board proceeding and preservation of documents
   - Draft Board agendas in coordination with Department Heads and the Board Chairperson; distribute board agenda packets to Commissioners; submit agenda supportive documents and to IT for posting
   - Draft Board communications; gather information as may be necessary
   - Manage Board public notice postings
   - Develop/maintain Board of Commissioners Board's 2024 and 2025 calendar

3. **CONSIDERATION.** Compensation for Year 2024 will be TWENTY ONE-THOUSAND, SEVEN dollars and 02/100 ($21,007.02). The charge for services described in section 2. above, for year 2025 will increase by 2.5% to TWENTY ONE-THOUSAND, FIVE-HUNDRED THIRTY TWO dollars and 19/100 ($21,532.19) for the services described in herein.

4. Except as set forth in this ADDENDUM, the AGREEMENT is unaffected and all provisions and terms shall remain in full force and effect. Any conflicts of terms between this ADDENDUM and the AGREEMENT, the terms of this ADDENDUM shall prevail.

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

APPROVED:

CONTRACTOR:

For Community and Economic Development Associates, by Ron Zeigler
Title: CEO/ President
Date: October 24, 2023

HOUSTON COUNTY

For Houston County, by Dewey Severson
Title: Houston County Board Chair
Date: October 24, 2023

For Houston County, by Theressa Arrick-Kruger
Title: Human Resources Director
Date: October 24, 2023

APPROVED AS TO FORM AND EXECUTION:

By Samuel Jandt
Title: Houston County Attorney
Date: October 24, 2023

HOUSTON COUNTY

WS TRUCKING and CONSTRUCTION, LLC

Snow/Ice Removal Agreement

This CONTRACT, and amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter COUNTY), and WS Trucking and Construction, LLC. a duly formed Minnesota corporation (hereinafter CONTRACTOR).

WHEREAS, COUNTY, pursuant to Minnesota Statutes Chapter 375.18 et al, is empowered to procure from time to time certain professional/technical services; and

WHEREAS, COUNTY is in need of snow removal services; and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this CONTRACT.

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**.
This CONTRACT shall be effective on **November 01, 2023**, or upon the date the final required signature is obtained, and shall remain in effect until **June 30, 2025**.

II. **CONTRACTOR'S DUTIES**.
The CONTRACTOR will timely remove snow from paved access areas, parking lots and sidewalks adjacent to the Houston County jail, administrative and service buildings. The specific facilities are:

- The Houston County Justice Center
  306 South Marshall Street, Caledonia, MN 55921
- The Historical Houston County Court House
  304 South Marshall Street, Caledonia, MN 55921
- The Houston County Community Services Building
  611 Vista Drive, Caledonia, MN 55921
- The Caledonia Environmental Services Drop Site
  14750 Richard's Road, Caledonia, MN 55921

The CONTRACTOR will make clearing access to the jail facility a priority upon receiving a call from the Sheriff's Office (Dispatch) requesting the service.

The CONTRACTOR will complete the plowing and clearing of snow from the parking lots prior to 6:30 AM following an overnight snow fall.

The CONTRACTOR will begin clearing the sidewalks no later than 6:00 AM and complete the removal by 8:00 AM following an overnight snow fall.

The CONTRACTOR agrees to monitor snow fall throughout the day and communicate with the COUNTY maintenance department in the event daytime snow removal is required.

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration.

All services performed and goods or materials supplied by the CONTRACTOR pursuant to this Contract shall be paid by COUNTY as follows:

1. Compensation:
   - Seventy-five dollars and 00/100 ($75.00) per hour for operation of snow plow truck;
   - Seventy-five dollars and 00/100 ($75.00) per hour for operation of dump truck;
   - Seventy-dollars and 00/100 ($75.00) per hour for operation of skid loader; and
   - Fifty dollars and 00/100 ($50.00) per hour for operation of a walk behind snow blower/brush for sidewalks.
   - Twenty-five dollars and 00/100 ($25.00) per hour to hand shovel.

2. Reimbursement:
   The CONTRACTOR shall not be reimbursed for travel and subsistence expenses.

3. The total obligation of COUNTY for all compensation and reimbursement to the CONTRACTOR shall not exceed fifteen thousand and 00/100 dollars ($15,000.00) per year without prior approval of the COUNTY.

B. Terms of Payment.

Payment shall be made by COUNTY promptly after the CONTRACTOR'S presentation of monthly invoices for services performed and acceptance of such services by COUNTY'S authorized representative. All services provided by the CONTRACTOR pursuant to this CONTRACT shall be performed to the satisfaction of COUNTY, as determined at the sole discretion of its authorized representative. The CONTRACTOR shall not receive payment for work found by COUNTY to be

unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

IV. AUTHORIZED REPRESENTATIVES.

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

A. COUNTY'S authorized representative for the purpose of administration of this CONTRACT is:
Name: Theressa Arrick-Kruger
Address: 304 South Marshall Street, Caledonia, MN 55921
Telephone: (507) 725-5822
E-Mail: theressa.arrick-kruger@co.houston.mn.us
Fax: (507)725-5590

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

B. The CONTRACTOR'S authorized representative for the purpose of administration of this CONTRACT is:
Name: Wylie Steele
Address: 423 S. Hokah St, Caledonia, MN 55921
Telephone: (507) 458-2793
E-Mail: wstrucking @hotmail.com
Fax:

V. CANCELLATION AND TERMINATION

This CONTRACT may be canceled by COUNTY OR CONTRACTOR at any time, for cause, upon fifteen (15) days written notice to the CONTRACTOR or COUNTY. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

VI. ASSIGNMENT.

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of COUNTY.

VII. LIABILITY

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

VIII. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall remain an independent contractor with respect to any and all work performed under this CONTRACT. CONTRACTOR and COUNTY agree that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures or associates between the parties hereto or as constituting that CONTRACTOR is an employer of the COUNTY for any purpose or in any manner whatsoever.

IX. WORKERS' COMPENSATION

The CONTRACTOR certifies it is in compliance with Minnesota Statute §176.181, Subd. 2, pertaining to Workers' Compensation insurance coverage. The CONTRACTOR'S employees and agents are not and will not be considered COUNTY employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way COUNTY'S obligation or responsibility.

X. INSURANCE REQUIREMENTS

CONTRACTOR agrees that at all times during the term of this CONTRACT to maintain:

- Comprehensive General Liability - $1 million per occurrence
- Excess Liability Coverage - $2 million over the general and automobile coverage.
- Workers Compensation as required by Minnesota Statutes.

*See Exhibit A, ACORD Liability Insurance

The COUNTY of Houston shall be listed as an additionally named insured on the above policies by the CONTRACTOR prior to the execution of this CONTRACT. Additionally, CONTRACTOR agrees to maintain the above required insurance and shall provide the COUNTY with thirty (30) days written notice of any proposed changes prior to the cancellation, non-renewal or material changes. A Certificate of Liability Insurance for the above listed coverage shall be supplied to COUNTY by CONTRACTOR for each calendar year covered by the term of this CONTRACT.

XI. MINNESOTA STATUTE §181.59.

The CONTRACTOR will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the COUNTY for materials, supplies, or construction shall contain provisions by which the CONTRACTOR agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any

subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this CONTRACT may be canceled or terminated by the COUNTY and all money due, or to become due under the CONTRACT, may be forfeited as a condition of this CONTRACT.

XII. DATA DISCLOSURE.

The CONTRACTOR is required by Minnesota Statute §270C.65 to provide a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This CONTRACT will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and COUNTY personnel involved in approving the CONTRACT and the payment of COUNTY obligations.

XIII. GOVERNMENT DATA PRACTICES ACT.

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

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify COUNTY. COUNTY will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XIV. ANTITRUST.

The CONTRACTOR hereby assigns to the COUNTY any and all claims for overcharges as to goods or services provided in connection with this CONTRACT resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

XV. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach thereof, shall be in Houston County, Minnesota.

XVI. AMENDMENTS.

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

XVII. STATE AUDITS.

The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this CONTRACT shall be subject to examination by the COUNTY and the Office of the State Auditor for a minimum of six (6) years from the end of the Contract.

XVIII. SURVIVAL OF TERMS.

The following clauses survive the expiration, cancellation or termination of this CONTRACT: VII. Liability; XII. Data Disclosure; XIII. Government Data Practices Act; XV. Jurisdiction and Venue; and XVII. State Audits.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

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

FOR CONTRACTOR:

By: Wylie Steele / WS Trucking & Const. LLC Wylie Steele
Title: Owner
Date: October , 2023

FOR COUNTY:

By: Dewey Severson
Title: Houston County Board Chair
Date: October , 2023

By: Theressa Arrick-Kruger
Title: HRD/Facilities Mgr.
Date: October , 2023

APPROVED AS TO FORM AND EXECUTION:

By: Samuel Jandt
Title: Houston County Attorney
Date: October , 2023

EXHIBIT A

ACORD CERTIFICATE OF LIABILITY INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/12/2023

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

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

PRODUCER

Klug Insurance Agency LLC
123 E Main St
Caledonia MN 55921

CONTACT NAME: Mike Klug
PHONE (A/C, No, Ext): (507) 725-9316 FAX (A/C, No):
E-MAIL ADDRESS: mike@aibmc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: BERKLEY SPIRE	
INSURER B: PROGRESSIVE	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

W.S. Trucking And Const. DBA Wylie Steele
423 S HOKAH ST
CALEDONIA MN 55921

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1MILLION
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
				0143532			PERSONAL & ADV INJURY	$ 1MILLION
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2MILLION
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2MILLION
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,500,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS			948724516			BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$ 1MILLION
	X EXCESS LIAB / CLAIMS-MADE			0143532			AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Houston County
304 South Marshall St.
Caledonia,Mn 55921

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[redacted]

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