

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: July 16, 2024

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Dewey Severson, Eric Johnson, Robert Burns (joined meeting at 9:09 a.m.), Bob Schuldt, and Greg Myhre

Others Present: Interim Auditor/Treasurer Polly Heberlein, Fillmore County Journal Reporter Charlene Selbee, The Caledonia Argus Associate Editor Rose Korabek, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Public Health and Human Services Director John Puggleasa, Public Health Supervisor Jordan Knoke, Public Health Educator Bri Ceaser, Deputy Auditor/Treasurer Mark Bennett, Deputy Auditor/Treasurer Amy Sylling, Deputy Auditor/Treasurer Eliana Babinski, Engineer Brian Pogodzinski, Human Resources Director Theresa Arrick-Kruger, Appraiser Joe Olson, Office Support Specialist Lee Langager, Assessor Lucas Onstad, IT Director Andrew Milde, Sheriff Brian Swedberg, Finance Clerk Lynn Colsch, Zoning Administrator Amelia Meiners, Medical Examiner Ross Richard, Supervisor Death Investigations Medical Examiner's Office Monica Kendall, Mike Werner, Larry Gaustad, and Cindy Wright

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to approve the meeting minutes from July 2, 2024.

Motion was made by Commissioner Severson, seconded by Commissioner Myhre, motion unanimously carried to approve the workgroup session minutes from July 9, 2024.

Public Comment:

Mike Werner, Houston County taxpayer, spoke to the board in favor of appointing Carol Lapham as Internal Interim Administrator. He shared with the board a letter he had written. "Our County is in a stage of chaos some self-inflicted, and some from outside sources. Chaos can be

good if you can manage through it. Appointing Carol Lapham as interim administrator is a great first step...She has a strong understanding of the inner workings of the whole County and is approachable by all employees. She definitely has the skills and knowledge to put in place a structure for efficient and effective service to the tax payers.” He said a simple yet effective job description for the administrator would be for them to work themselves out of a job. Werner said the County was running on a 100-year-old model with outdated systems and structure to be effective and efficient. Werner suggested implementing a hiring freeze and no over-time for any department over budget if cost was a concern. He said salaried department heads may need to put in extra hours and work to ensure the tasks of their departments were completed in a timely manner. He said the County had many excellent employees, and that each role was important.

APPOINTMENTS

Chief Medical Examiner Ross Richard presented the Southern Minnesota Regional Medical Examiner’s Office 2023 Houston County Report to the Commissioners. There were 174 total deaths in Houston County in 2023. Richard said death certificates contained information including: cause of death, manner of death, if an autopsy occurred, if the individual was pregnant, if injured the date, time, location, also how injury occurred, if an injury was work related, and if transportation injury type (e.g. driver, passenger, etc.). Death certificates were used by families, relatives, and the Minnesota Department of Health/CDC-Public Health. Richard discussed drug overdoses saying there had been two in Houston County in 2023. He said in his work he saw an increase in accidental fentanyl overdoses. Heart disease and cancer continued to be the leading cause of death. Richard said falls were a common cause of death especially for elderly people. He said it would be interesting to see what could be done to help prevent falls in the future, and that this was an are currently being worked on.

CONSENT AGENDA

Motion by Commissioner Myhre, seconded by Commissioner Burns, motion unanimously carried to approve the consent agenda. Commissioner Burns said he wanted to thank Kruger and Melbostad for their many years of service to the board. The Commissioners agreed. Items approved are listed below.

- 1) Accept the resignation of Martin Herrick, Environmental Services Director, effective the end of the business day, August 2, 2024, and thank him for his 2.5 years of service to the residents of Houston County.
- 2) Confirm the appointment of Amelia Meiners as the Houston County Zoning Administrator pursuant to Minn. Statute 394.29, effective August 3, 2024.
- 3) Initiate a competitive search for a 1.0 FTE Environmental Services Specialist, B24.
- 4) Accept the resignation of Theressa Arrick-Kruger, HR Director, effective at the end of the business day, September 6, 2024, and thank her for 15 years of service to the residents of Houston County.

- 5) Accept the resignation of Cynthia Melbostad, Accounting Clerk, effective at the end of the business day, August 2, 2024, and thank her for 31 years of service to the residents of Houston County.

ACTION ITEMS

File No. 1 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to approve Resolution No. 24-21 Declaring a State of Emergency for conditions resulting from the heavy rains and flooding event of June 16, 2024. See resolution below.

Resolution Declaring a State of Emergency Resolution # 24-21

WHEREAS the heavy rains and flooding impacted the population of Houston County and its cities, townships, public utilities, and electric cooperatives; and

WHEREAS the heavy rains and flooding event has caused a significant amount of debris and power distribution system damage; and

WHEREAS the Houston County Department of Emergency Management requests the Houston County Board of Commissioners to declare Houston County in a STATE OF EMERGENCY for the June 16 event of 2024;

NOW, THEREFORE, BE IT RESOLVED, that the Houston County Board of Commissioners declares Houston County in a State of Emergency for conditions resulting from the heavy rains and flooding event of June 16, 2024.

Adopted by the Houston County Board of Commissioners this 16th day of July, 2024.

File No. 2 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve a Boat Patrol Mutual Aid Agreement between Houston County and Vernon County, WI.

File No. 3 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to adopt Root River Trail Extension – Citizen Exploratory Committee Adopted Trail Plan.

File No. 4 – Commissioner Severson moved, Commissioner Schuldt seconded, motion unanimously carried to approve a letter of support for City of La Crescent – Root River Trail Towns ATIIP Planning and Design Spine Extension application.

File No. 5 – Commissioners discussed paying for a car window belonging to Kimber Frank that she said had been accidentally broke by a rock from a Houston County Highway mower. She had given the board a quote for a used replacement window in the amount of approximately \$342.00. Commissioner Burns asked if the County was setting a precedent by paying for the window that insurance refused to pay (as the County had all the necessary shields in place). The Commissioners discussed the rarity of the situation. Commissioner Severson said the driver had been driving responsibly and safely, and he thought each incident should be looked at on a case by case basis. Commissioner Johnson encouraged people to file a police report if a similar event occurred in the future. Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to approve payment for the car window.

File No. 6 – Commissioners discussed the possibility of a wheelage tax increase as proposed by Commissioner Burns. The money from the increase would go towards the highway department. The proposal was to increase the tax by an additional \$10.00 going from \$10.00 to a total of \$20.00. Commissioner Johnson said he was not in favor of the increase. He said some businesses had multiple vehicles. Commissioner Burns moved, Commissioner Severson seconded, motion carried three to two to approve Resolution No. 24-22 Wheelage Tax increase. The tax would be increased an additional \$10.00 going from \$10.00 to a total of \$20.00. The Commissioners voted by roll. Commissioners Burns, Severson, and Myhre voted yes. Commissioners Johnson and Schuldt voted no. See resolution below.

RESOLUTION NO. 24-22
WHEELAGE TAX
July 16, 2024

WHEREAS, in accordance with MN Statute 163.051, The Houston County Board of Commissioners implemented a \$10 per year per vehicle wheelage tax on each qualifying motor vehicle kept in the county when not in operation and that is subject to annual registration and taxation under MN Statute 163; AND

WHEREAS, MN Statute 163 Subd 1.b.2 allows the county to increase the wheelage tax up to \$20 per year on or after January 1, 2018; AND

WHEREAS, the assessed wheelage tax may be used within the Road and Bridge Fund for “highway purposes” and the county anticipates reduction in future State Aid maintenance funds;

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners hereby authorizes and imposes a wheelage tax as provided in MN Statutes 163.051 at a rate of \$20 per year on each motor vehicle, except a vehicle exempt from the tax as defined in MN Statute 163.051 Subd 1(c), which is kept in Houston County when not in operation and which is subject to annual taxation and registration under MN Statute 163; and

BE IT FURTHER RESOLVED, that the Houston County Board of Commissioners hereby requests the wheelage tax be collected at the rate of \$20 by the state registrar of motor vehicles, as provided for in MN Statute 163.051, Subd 2; and

BE IT FURTHER RESOLVED, that the Houston County Board of Commissioners hereby directs the County Auditor/Treasurer to certify the wheelage tax rate of \$20 to the state registrar of motor vehicles before August 1, 2024, and that the tax be effective January 1, 2025.

File No. 7 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to approve Opioid Settlement expenditures. Public Health and Human Services Director Pugleasa, said the Opioid Settlement required Public Health to convene a community group to get input on local use of settlement dollars. The group had been meeting for several months and was recommending spending up to \$32,725 for Naloxone items, AEDs, and education/marketing items. Public Health Supervisor Knoke said organizations would be able to apply to receive the items.

File No. 8 – Commissioners discussed the possibility of appointing Carol Lapham as Internal Interim Administrator. Commissioner Severson asked if the position should be advertised, as someone else had shown interest in the position. Commissioner Johnson said he had discussed the matter with Attorney Jandt, and due the urgent situation the County could justify hiring Lapham. Johnson said he felt Lapham was the right person for the job because of her many year of experience. September would be 40 years. Lapham said reorganization of the County had been discussed for the past 20 years. She said the County was operating on a dated 100-year-old model. She said with major expenses the County needed to “leverage what we have”. She said her remaining time with the County would be short due to retirement, but she would prefer to leave the County seeing some efficiencies. Commissioner Burns asked how much extra time the administrator duties would take Lapham. Lapham said she already did many of the duties, so she did not see her time increasing drastically. Lapham said she would request that Lynn Colsch, who worked in the finance department with her, be increased from .75 to 1.0. She said succession planning was important at the County as she and other department heads neared retirement. Commissioner Myhre moved, Commissioner Burns seconded, motion carried four to one to appoint Carol Lapham as Internal Interim Administrator at E82 Step 5 effective immediately through December 31, 2024, and adopt Resolution No. 24-23 Establish Houston County Administrator Position and Appoint Internal Interim Administrator. The Commissioners voted by roll. Commissioner Severson voted no. Commissioners Johnson, Burns, Schuldt, and Myhre voted yes. See resolution below.

RESOLUTION NO. 24-23

ESTABLISH HOUSTON COUNTY ADMINISTRATOR POSITION AND APPOINT INTERNAL INTERIM ADMINISTRATOR

July 16, 2024

BE IT RESOLVED, by the Houston County Board of Commissioners, that the board authorizes the establishment of an administrator position for Houston County and appoints Carol Lapham as Internal Interim Administrator.

File No. 9 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to review and approve payments. See payments below.

**REVIEW LICENSE CENTER
PAYMENTS**

2024/07/03 AUDITOR WARRANTS:

VENDORNAMEATPAYMENT	AMOUNT
HOUSTON COUNTY TREASURER	
ISD 300 TREASURER	34,416.11
MN PACE-ST PAUL PORT	
AUTHORITY	149,376.58
TREASURER CCWSD	3,800.96
TREASURER CITY OF	
BROWNSVILLE	42,187.70
TREASURER CITY OF CALEDONIA	95,856.05
TREASURER CITY OF EITZEN	738,569.86
TREASURER CITY OF HOKAH	74,133.91
TREASURER CITY OF HOUSTON	199,238.18
TREASURER CITY OF LA CRESCENT	333,190.35
TREASURER CITY OF SPRING	
GROVE	2,087,407.31
TREASURER SCHOOL DISTRICT 239	396,763.00
TREASURER SCHOOL DISTRICT 294	7,534.35
TREASURER SCHOOL DISTRICT 297	55,962.10
TREASURER SCHOOL DISTRICT 299	47,713.98
TREASURER TWP OF	
BLACKHAMMER	96,921.23
TREASURER TWP OF BROWNSVILLE	61,910.65
TREASURER TWP OF CALEDONIA	112,302.66
TREASURER TWP OF CROOKED	
CREEK	115,708.45
TREASURER TWP OF HOKAH	49,727.39
TREASURER TWP OF HOUSTON	78,570.42
TREASURER TWP OF JEFFERSON	104,762.39
TREASURER TWP OF LA CRESCENT	18,650.81
TREASURER TWP OF MAYVILLE	239,411.74
TREASURER TWP OF MONEY CREEK	90,865.79
TREASURER TWP OF MOUND	
PRAIRIE	159,975.79
TREASURER TWP OF SHELDON	199,305.71
TREASURER TWP OF SPRING	
GROVE	55,204.96
TREASURER TWP OF UNION	98,288.90
TREASURER TWP OF WILMINGTON	71,405.45
TREASURER TWP OF WINNEBAGO	120,649.80

TREASURER TWP OF YUCATAN	72,028.47
	<u>83,168.62</u>
5 VENDORS PAID LESS THAN	
\$2000.00	6,095,009.67
	<u>2,068.28</u>
	6,097,077.95

REQUEST APPROVAL FOR PAYMENT

2024/07/16 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
ABILITY BUILDING COMMUNITY	2,503.84
ACENTEK	2,819.07
B & D SEALCOATING	2,050.00
BAN-KOE SYSTEMS INC	2,139.00
BLUFF COUNTRY BRINE LLC	16,141.18
BRUENING ROCK PRODUCTS INC	390,248.89
CALEDONIA OIL CO INC	7,618.00
CALEDONIA/CITY OF	14,814.99
COMPUTER FORENSIC SERVICES LLC	23,695.00
ELECTION SYSTEMS & SOFTWARE INC	7,120.77
FAHRNER ASPHALT SEALERS LLC	54,422.80
GIRARD'S BUSINESS SOLUTIONS INC	2,037.00
HOUSTON COUNTY TREASURER	29,575.86
INSIGHT PUBLIC SECTOR	3,153.67
LA CROSSE TRUCK CENTER INC	5,325.10
LA FLEUR LAW OFFICE LLC	4,725.00
MADER 3G PROPERTIES LLC	2,461.95
MN STATE TREASURER	4,059.00
MURPHY & ROVERUD LLP	3,600.00
RDO EQUIPMENT CO INC	275,605.00
REGENTS OF THE UNIVERSITY OF MINNESOTA	31,297.63
RICHARD'S SANITATION LLC	24,661.56
SEACHANGE PRINT INNOVATIONS	2,876.06
SELCO	55,872.75
SOUTHEAST MN PUBLIC INTEREST	2,000.00
STONEBROOKE ENGINEERING INC	2,054.55

STRUCTURES UNLIMITED LLC	36,700.00
VISA	9,458.10
WEX BANK	9,735.46
	<u>1,028,772.23</u>
58 VENDORS PAID LESS THAN \$2000.00	28,577.03
	<u>1,057,349.26</u>
PUBLIC HEALTH & HUMAN SERVICES	114,014.90
	<u>1,171,364.16</u>

Public Comment:

Cindy Wright from La Crescent who served on the Houston County Planning Commission said she agreed with Werner's earlier public comment. She said she wanted to commend the board for forward thinking and appointing an internal interim administrator.

The Caledonia Argus Associate Editor Rose Korabek asked if Opioid Settlement education dollars would go towards prevention as well as educating about items approved earlier in the meeting. Commissioner Burns said yes.

Mike Werner said he disagreed with the wheelage tax increase. He said going from \$10.00 to \$20.00 was a 100% tax increase.

DISCUSSION ITEMS

Commissioners discussed recent and upcoming meetings including an airport meeting that Senator Amy Klobuchar had attended along with Commissioner Burns, the press, and the City of Caledonia. Klobuchar had discussed the importance of small airports during the visit, and looked at how the County was using federal dollars for airport needs.

Commissioner Johnson said Soil and Water had looked at engineering plans for a recent project that had been approved with the condition it be reviewed by Soil and Water and Zoning. The applicant would need to continue to work on the engineering plans.

There being no further business at 10:33 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 regular meeting on July 23, 2024.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Polly Heberlein, Interim Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
July 23, 2024**

Date Submitted: July 18, 2024

By: Tess Kruger, HRD/Facilities Mgr.

ACTION

NONE

APPOINTMENT REQUEST

NONE

HR CONSENT AGENDA REQUEST

Environmental Services

- **Appoint Amelia Meiners as the Interim County Environmental Services Director, D61, Step 5, effective 08/05/2024**
- **Initiate a competitive search for an Environmental Services Director**

Finance Department

- **Change Lynn Colsch's appointment from .75 FTE to 1.0 FTE for the duration of the Finance Director's Interim Administrator appointment, effective 07/29/2024**

Public Health & Human Services

- **Change the employment status of Social Worker, Jennifer Curtis, from probationary to regular, effective 08/12/2024**
- **Initiate a competitive search for a 1.0 FTE probationary PHHS Account Clerk, B23**
- **Approve revising the current Public Health Nurse search to that of a PHN or Staff RN. (Staff RN hire will be required to attain the PHN status within 3 years from date of hire.)**

CC:

<input type="checkbox"/>	HR Director	<input type="checkbox"/>	Sheriff
<input checked="" type="checkbox"/>	Finance Director	<input type="checkbox"/>	Engineer
<input type="checkbox"/>	IS Director	<input checked="" type="checkbox"/>	PHHS

<input type="checkbox"/>	County Attorney	<input type="checkbox"/>	(indicate other dept)
<input checked="" type="checkbox"/>	Environmental Svcs	<input type="checkbox"/>	

Houston County Agenda Request Form

Date Submitted: July 10, 2024

Board Date: July 23, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The Airport Taxilane Construction Contract (AIP # 3-27-0016-012-2023) with Nadeau Companies, LLC is complete and ready for final payment.

Attachments/Documentation for the Board's Review:

Final Contract Voucher (5 need to be signed)

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

Justification:

Action Requested:

Resolution for Final Acceptance needed for contract.

Language for Minutes:

Commissioner _____ moved, Commissioner _____ seconded, unanimously carried to approve Resolution ~~24-25~~ Final Acceptance for AIP # 3-27-0016-012-2023 Contract for the Airport Hangar Taxilane Construction with Nadeau Companies, LLC. Total cost was \$271,312.00.

WHEREAS, Contract for the Airport Hangar Taxilane Construction has in all things been completed, and the County Board being fully advised in the premises; and

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

For County Use Only

Reviewed by:

____ County Auditor

____ County Attorney

____ Zoning Administrator

____ Finance Director

____ County Engineer

____ Environmental Services

____ IS Director

____ Other (indicate dept)

Recommendation:

Decision:

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday 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. 24-24

**FINAL ACCEPTANCE FOR AIRPORT HANGAR TAXILANE CONTRACT
NADEAU COMPANIES, LLC**

July 23, 2024

WHEREAS, The Contract for the Airport Hangar Taxilane construction has in all things been completed, and the County Board being fully advised in the premises,

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

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

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, 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 July 23, 2024.

WITNESS my hand and the seal of my office this 23rd day of July 2024.

Signed by _____

Interim Houston County Auditor - Treasurer

Contractor's Application for PaymentOwner: Houston County AirportOwner's Project No.: AIP No. 3-27-0016-012-2023Engineer: Bolton & Menk, Inc.Engineer's Project No.: OT5.129453Contractor: Nadeau Companies

Agency's Project No.: _____

Project: Hangar Taxilanes CosntructionApplication No.: 2Application Date: 6/17/2024Application Period: From 11/4/2023 to 6/14/2024

1. Original Contract Price	\$	283,601.00
2. Net change by Change Orders	\$	
3. Current Contract Price (Line 1 + Line 2)	\$	283,601.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	271,312.00
5. Retainage		
a. <u> </u> X \$ <u>271,312.00</u> Work Completed	\$	
b. <u> </u> X \$ <u> </u> - Stored Materials	\$	
c. Total Retainage (Line 5.a + Line 5.b)	\$	
6. Amount eligible to date (Line 4 - Line 5.c)	\$	271,312.00
7. Less previous payments	\$	257,746.40
8. Amount due this application	\$	13,565.60
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	12,289.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and
- (4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Nadeau Companies, LLCSignature: Date: 6/18/24Name: Shonna NadeauTitle: CEO

Recommended by Engineer

Approved by Owner

By: By: Name: Silas Parmar, P.E.Name: Brian PobudzinskiTitle: Project ManagerTitle: Houston County EngineerDate: 6/17/2024Date: 7/11/2024



**BOLTON
& MENK**

Real People. Real Solutions.

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

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

July 10, 2024

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

RE: Houston County Airport
Hangar Taxilanes Construction
FAA AIP 3-27-0016-012-2023
SP No. A2801-34

Dear Mr. Pogodzinski:

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

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

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

Sincerely,
Bolton & Menk, Inc.

Silas Parmar, P.E.
Project Manager

Enclosures

HOUSTON COUNTY
Certificate of Final Acceptance
Board Acknowledgment

Contract Number: 2023 Airport Hangar Taxilane Construction
Contractor: Nadeau Companies, LLC
Date Certified: July 16, 2024
Payment Number: 2 Final

Whereas; the 2023 Airport Hangar Taxilane Construction Contract (Airport) has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Houston County and authorize final payment as specified herein.

State of MN

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

Dated this 23rd day of July, 2024

At Caledonia, Minnesota

Signed By _____

(SEAL)

Progress Estimate - Unit Price Work

Owner: Houston County Airport
 Engineer: Bolton & Menk, Inc.
 Contractor: Nadeau Companies
 Project: Hamjar Taxilanes Construction

Contractor's Application for Payment

Owner's Project No.: AIP No. 3-27-0016-012-2023
 Engineer's Project No.: OTS.129453
 Agency's Project No.:

Application No.: 2		Application Period:		From	11/04/23		to		06/14/24		Application Date:		06/17/24		
Bid Item No.	Description	Contract Information		Contract Information		Contract Information		Contract Information		Contract Information		Contract Information			
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (\$ x G)	Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (not in G)	% of Value of Item (I/F)	Balance to Finish (F)		
Original Contract															
1	CONTRACTOR STAKING	1.00	LUMP SUM	7,000.00	7,000.00	1.00	7,000.00	1.00	7,000.00		7,000.00	100%			
2	PROVIDE & INSTALL LOW PROFILE BARRICADE	2.00	EACH	310.00	620.00	2.00	620.00	2.00	620.00		620.00	100%			
3	MOBILIZATION	1.00	LUMP SUM	27,000.00	27,000.00	1.00	27,000.00	1.00	27,000.00		27,000.00	100%			
4	REMOVE EXISTING TIEDOWNS	2.00	SET	100.00	200.00	2.00	200.00	2.00	200.00		200.00	100%			
5	REMOVE & SALVAGE EXISTING POST	1.00	LS	2,800.00	2,800.00										
6	COMMON EXCAVATION (EV), P	2,000.00	CU YD	14.50	29,000.00	2,000.00	29,000.00	2,000.00	29,000.00		29,000.00	100%			
7	SUBGRADE EXCAVATION (EV)	200.00	CU YD	13.00	2,600.00										
8	GRANULAR BORROW (CV)	200.00	CU YD	29.00	5,800.00										
9	COMMON BORROW (CV)	1,450.00	CU YD	4.00	5,800.00	1,450.00	5,800.00	1,450.00	5,800.00		5,800.00	100%			
10	SELECT GRANULAR BORROW(CV)	1,850.00	CU YD	29.00	53,650.00	1,850.00	53,650.00	1,850.00	53,650.00		53,650.00	100%			
11	AGGREGATE BASE (CV) CLASS 5	880.00	CU YD	41.00	36,080.00	880.00	36,080.00	880.00	36,080.00		36,080.00	100%			
12	TYPE SP 12.5 WEARING COURSE MIX (2.B)	660.00	TON	105.00	69,300.00	654.00	68,670.00	654.00	68,670.00		68,670.00	99%			
13	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	1.00	EACH	2,980.00	2,980.00	1.00	2,980.00	1.00	2,980.00		2,980.00	100%			
14	8" GS PIPE APRON	1.00	EACH	120.00	120.00	1.00	120.00	1.00	120.00		120.00	100%			
15	8" PVC PIPE SEWER	60.00	LIN FT	34.00	2,040.00	60.00	2,040.00	60.00	2,040.00		2,040.00	100%			
16	2-WAY, 3" SCH 40 PVC CONDUIT, CONCRETE ENCASED	45.00	LIN FT	135.00	6,075.00	45.00	6,075.00	45.00	6,075.00		6,075.00	100%			
17	SILT FENCE, TYPE MS	1,500.00	LIN FT	2.70	4,050.00	1,330.00	3,591.00	1,330.00	3,591.00		3,591.00	89%			
18	SALVAGED TOPSOIL RE-SPREAD	2.00	ACRE	6,600.00	13,200.00	2.00	13,200.00	2.00	13,200.00		13,200.00	100%			
19	SEED MIXTURE 25-131	2.00	ACRE	950.00	1,900.00	2.00	1,900.00	2.00	1,900.00		1,900.00	100%			
20	FERTILIZER, TYPE 3	2.00	ACRE	650.00	1,300.00	2.00	1,300.00	2.00	1,300.00		1,300.00	100%			
21	HYDRAULIC MULCH MATRIX	2.00	ACRE	4,600.00	9,200.00	2.00	9,200.00	2.00	9,200.00		9,200.00	100%			
22	PAVEMENT MARKINGS, YELLOW	888.00	LIN FT	3.25	2,886.00	888.00	2,886.00	888.00	2,886.00		2,886.00	100%			
Original Contract Totals					\$ 283,601.00	\$ 271,312.00	\$ 271,312.00	\$ 271,312.00	\$ 271,312.00	\$ 271,312.00	\$ 271,312.00	96%	\$ 12,289.00		



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-169-041-248
Submitted Date and Time:	21-Jun-2024 6:47:13 AM
Legal Name:	MATHY CONSTRUCTION CO
Federal Employer ID:	39-0752519
User Who Submitted:	mathy1
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1851707392
Minnesota ID:	8749839
Project Owner:	HOUSTON CTY AIRPORT
Project Number:	AIP NO 3-27-0016-012-2023
Project Begin Date:	23-Oct-2023
Project End Date:	25-Oct-2023
Project Location:	HOUSTON CTY AIRPORT
Project Amount:	\$83,468.20
Subcontractors:	No Subcontractors

Important Messages

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

Contact Us

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

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

Supplier / Materials Unconditional Waiver of Lien and Claims

Project: Houston County Airport

Nadeau Project Number: 23-452

Supplier: Dunn Blacktop Company

The undersigned has been **paid in full for all labor, services, equipment or materials by:**

Nadeau Companies, LLC for the materials furnished to or provided for:

Houston County Airport Invoices =\$83,468.20 Inv#4400006686

The undersigned does hereby waive, release, and relinquish any right to claim a mechanic's lien and any other lien rights, to make a claim against a bond, and to any and all other claims of any kind for anything related to the Project against: (a) the real property where the Project is located; (b) the improvements and other property located thereon; and (c) Nadeau Companies, LLC and its sureties, the owner of the Project and its title company and lenders, and each of their perspective employees, officers, and agents.

The release covers all the labor, services, equipment or materials provided for or furnished to the jobsite for the above referenced project in the amount of: Invoices =\$83,468.20

The undersigned warrants that it has paid in full all of its subcontractors, suppliers, and employees for all items owed for work provided for or to the above referenced project. Supplier will defend and indemnify the owner of the Project, its lenders and title company, and Nadeau Companies, LLC and its sureties for all costs and expenses, including attorney's fees, incurred as a result of claims that any of supplier's subcontractors, suppliers, or employees have not been paid on or relating to the enforcement of this Final Waiver of Claims and Liens.

Subcontractor or supplier has executed this waiver voluntarily and with full knowledge of its rights under the law.

Date: 6/20/24

Company: Dunn Blacktop Company

Signature: Jeannette Grodek

Name: Jeannette Grodek (print name)

Title: Controller

RETURN to: Nadeau Companies, LLC / 23995 Leeann Dr. / Hampton, MN 55031 or
shonna@nadeaucompanies.com

Shonna Nadeau

From: Holly A Wieser <holly@wieserseptic.com>
Sent: Friday, June 21, 2024 4:55 PM
To: Shonna Nadeau
Subject: FW: Your Recent Contractor Affidavit Request



Holly A Wieser | Chief Administrative Officer & Sewer Installer
holly@wieserseptic.com
Wieser Septic & Excavating / Jake Wieser Const., Inc
7750 TT RD Houston, MN 55943
507-896-3922 Office | 507-450-4176 Cell

www.wieserseptic.com

From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Sent: Friday, June 21, 2024 4:55 PM
To: Holly Wieser <holly@wieser.build>
Subject: Your Recent Contractor Affidavit Request

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-271-572-320
Submitted Date and Time:	21-Jun-2024 4:54:03 PM
Legal Name:	JAKE WIESER CONSTRUCTION INC
Federal Employer ID:	41-1802424
User Who Submitted:	jakewieser1967
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	377606144
Minnesota ID:	2054324
Project Owner:	HOUSTON COUNTY AIRPORT
Project Number:	AIP NO 3-27-0016-012-2023
Project Begin Date:	11-Oct-2023
Project End Date:	13-Oct-2023
Project Location:	HOUSTON COUNTY AIRPORT
Project Amount:	\$10,166.25

Supplier / Materials Unconditional Waiver of Lien and Claims

Project: Houston County Airport

Nadeau Project Number: 23-452

Supplier: Wieser Septic and Excavating

The undersigned has been **paid in full for all labor, services, equipment or materials by:**

Nadeau Companies, LLC for the materials furnished to or provided for:

Houston County Airport Invoices 3244 = \$10,166.25

The undersigned does hereby waive, release, and relinquish any right to claim a mechanic's lien and any other lien rights, to make a claim against a bond, and to any and all other claims of any kind for anything related to the Project against: (a) the real property where the Project is located; (b) the improvements and other property located thereon; and (c) Nadeau Companies, LLC and its sureties, the owner of the Project and its title company and lenders, and each of their perspective employees, officers, and agents.

The release covers all the labor, services, equipment or materials provided for or furnished to the jobsite for the above referenced project in the amount of: **Invoices 3244 = \$10,166.25**

The undersigned warrants that it has paid in full all of its subcontractors, suppliers, and employees for all items owed for work provided for or to the above referenced project. Supplier will defend and indemnify the owner of the Project, its lenders and title company, and Nadeau Companies, LLC and its sureties for all costs and expenses, including attorney's fees, incurred as a result of claims that any of supplier's subcontractors, suppliers, or employees have not been paid on or relating to the enforcement of this Final Waiver of Claims and Liens.

Subcontractor or supplier has executed this waiver voluntarily and with full knowledge of its rights under the law.

Date: 6-21-24

Company: Wieser Septic and Excavating

Signature: 

Name: Leonard Wieser, Jr. (print name)

Title: President

RETURN to: Nadeau Companies, LLC / 23995 Leeann Dr. / Hampton, MN 55031 or
shonna@nadeaucompanies.com



Disadvantaged Business Enterprise (DBE) Total Payment Affidavit

MnDOT Office of Civil Rights

Pursuant to MnDOT Standard Specifications for Construction, Section 1516.3, the following DBE Total Payment Affidavit shall be executed by the Prime Contractor after all work has been performed by a DBE on this project. If the dollar value of the DBE firm's total work is less than the original subcontract, please describe below.

State Project Number: AIP No. 3-27-0016-012-2023

STATE OF MINNESOTA

COUNTY OF Dakota

I, Shonna Nadeau, being first duly sworn, do depose and say that:

1. I am the authorized representative of Nadeau Companies, LLC and I have the authority to make this Affidavit for and on behalf of said Prime Contractor.
2. The following DBE Subcontractors/Suppliers/Service Providers/Sub-Consultants have performed work on this contract/project:

Disadvantaged Businesses

	Name of Firm	Dollar Amount Of Subcontract	Retainage Amount	Bond Held	Total Dollar Amount
1	Safety Signs	\$ 3,918.00	\$ 0.00		\$ 3,918.00
2					
3					
4					
5					
6					
7					
8					
Total		\$ 31,344.00	0	0	\$ 3,918.00

4. If the total dollar value of a DBE firm's portion of the work was less than the original amount committed to be performed by the DBE, you must explain below and provide supporting documentation.

Safety Signs bills = \$3,918.00 for work provided

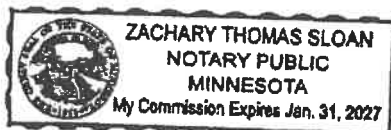
5. I have fully informed myself regarding the accuracy of the statements made in this Affidavit.

Signed: 

Subscribed and sworn to before me

This 8th day of July, 2024


(Notary Public)



My commission expires Jan. 31, 2027

Prepare affidavit in duplicate. Submit one affidavit to the Project Engineer and email one to MnDOT's Office of Civil Rights at: OCRformsubmissions.dot@state.mn.us

Houston County Agenda Request Form

Date Submitted: July 17, 2024

Board Date: July 23, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To approve the Mn/Dot Aeronautics grant for the Fuelmaster card reader grant.

Attachments/Documentation for the Board's Review:

Copy of Resolution is attached

Justification:

The County has been working on this Fuelmaster card reader upgrade for a long time now. Just this last week, State funding has come through to assist in paying for this project.

Action Requested:

Pass Resolution to approve the execution of this grant.

For County Use Only

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

Recommendation:

Decision:

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday 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. 24-25

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

BE IT RESOLVED by the County of Houston as follows:

1. That the State of Minnesota Agreement No. 1057508,
“Grant Agreement for Airport Improvement Excluding Land Acquisition,” for State
Project No. A2801-36 at the Houston County Airport is accepted.
2. That the County Board Chairperson and Interim County Auditor/Treasurer are authorized
to execute this Agreement and any amendments on behalf of the County of Houston.

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

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Polly Heberlein, do hereby 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 July 23,
2024 as shown by the minutes in my possession.

WITNESS my hand and seal of my office the 23rd of July 2024.

(SEAL)

Polly Heberlein, Interim County Auditor-Treasurer

**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, 304 S. Marshall St #112 Caledonia, MN 55921 ("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 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 June 30, 2029, 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 **A2801-36**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit "A" - County of Houston's Grant Request Letter; and Exhibit "B": Credit Application, are attached and incorporated into this Agreement.

2 Grantee's Duties

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

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

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

3 Time

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

4 Cost and Payment

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

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
O'Day Equipment Fuel Card Reader Installation (\$14,215.64)	0%	70% (\$9,950.95)	30% (\$4,264.69)
Equipment Deposit Prior to Grant Encumbrance (-\$3,554.00)	0%	70% (-\$2,487.80)	30% (-\$1,066.20)
Electrician (\$1,000.00)	0%	70% (\$700.00)	30% (\$300.00)
Federal Committed:	\$ 0.00		
State:	\$ <u>8,163.15</u>		
Grantee:	\$ <u>3,498.39</u>		

No funds are committed by the U.S. Government for this Project. 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 Reimbursement for travel and subsistence expenses are included in this Grant. 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.

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

4.4 Total Obligation. The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$8,163.15**.

4.5 Payment

4.5.1 Invoices. Grantee will submit invoices for payment by **Credit Application**. Exhibit "B", which is attached and incorporated into this agreement, 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: *Monthly, or as work completion dictates.*

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

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

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

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

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

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

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

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

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

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 is:

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 their successor. The 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 K. Pogodzinski, P.E., County Engineer**

Phone (507) 725-3925 brian.pogodzinski@co.houston.mn.us

County of Houston

304 S. Marshall St. #112

Caledonia, MN 55921

Or their successor.

If the 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.

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, 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.

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property

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

10.2.2 **Obligations**

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

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

11 **Workers Compensation**

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

12 **Publicity and Endorsement**

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

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

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

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal

proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

- 14.1 Termination by the State or Commissioner of Administration.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4 Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

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

- 16 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.
- 17 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any

subsequent violation of the terms or conditions of this Agreement.

- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **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 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.
- 20 **Additional Provisions**
[Intentionally left blank.]

[The remainder of this page has intentionally been 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 Chairman

Date: July 23, 2024

By: _____

Title: Houston County Interim Auditor/Treasurer

Date: July 23, 2024

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____



**HOUSTON COUNTY
DEPARTMENT OF TRANSPORTATION**

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

Brian K. Pogodzinski, Houston County Engineer

July 11, 2024

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

RE: Grant Application
Houston County Airport (CHU)
100LLL Card Reader Upgrade to EMV

Dear Mr. Bourassa:

Please find enclosed the signed purchase agreement for the replacement and installation of the EMV (Europay, Mastercard, and Visa) compliant Fuelmaster credit card reader head along with the State cost-price analysis.

The aforementioned project involves removal/disposal of the old Fuelmaster head and the installation and programming of the new FMLive EMV Fuelmaster head. Additional costs for an electrician are also included.

Please note that this project has been in the process for a few years waiting for the development of the new card reader. Houston County was placed on a waiting list for guaranteed pricing but Fuelmaster was going to increase that price significantly after December 2023. We made a commitment and downpayment to secure the original price and paid a deposit of \$3,554.00 on December 19, 2023. We hope that this will still be eligible for grant funding.

This project is ready to be complete as all the material has been received. Therefore, I am requesting to take advantage of the "Early Encumbrance" process.

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

CONSTRUCTION (Oday Equipment, LLC.)	TOTAL	STATE (70%)	LOCAL (30%)
Materials - 1 FMLIVE EMV Head update	9,681.25	6,776.88	2,904.38
Labor to remove and dispose/recycle old head and install/program new head	2,889.00	2,022.30	866.70
Expenses, Sub-contracted work	1,645.39	1,151.77	493.62
Electrician	1,000.00	700.00	300.00
TOTAL CONSTRUCTION:	\$15,215.64	\$10,650.95	\$4,564.69
PROFESSIONAL SERVICES	TOTAL	STATE (0%)	LOCAL (10%)
DESIGN & CONSTRUCTION ENGINEERING	\$0.00	\$0.00	\$0.00
TOTAL ENGINEERING:	\$0.00	\$0.00	\$0.00
ADMINISTRATION (HOUSTON COUNTY)	TOTAL	STATE (0%)	LOCAL (0%)
TOTAL ADMINISTRATION:	\$0.00	\$0.00	\$0.00
TOTAL AMOUNTS	\$15,215.64	\$10,650.95	\$4,564.69

Houston County requests a State grant agreement in the amount of **\$ 15,250.00** for the aforementioned project. If you need any further information or documentation, please feel welcome to contact me at brian.pogodzinski@co.houston.mn.us or 507-725-3925.

Sincerely,



Brian K. Pogodzinski, P.E.
County Engineer

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

Enclosures:

- Purchase Agreement

Mn/DOT Agreement No.

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

[illegible]

☐ *FINAL ☒ PARTIAL (CHOOSE ONE)

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: _____

Houston County Agenda Request Form

Date Submitted: July 17, 2024

Board Date: July 23, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To amend the 7-2-24 Board minutes to indicate these are repairs to the building and not a new building.

Attachments/Documentation for the Board's Review:

See revision.

Justification:

Action Requested:

Approve amendment.

For County Use Only

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

Recommendation:

Decision:

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday 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.

File No. 2 – Commissioners discussed repairs to the Spring Grove salt shed that had occurred due to an accident. ~~A new hoop shed was needed and~~ Repairs to the shed would cost \$58,950.00. The Highway Department would also need to remove some materials from the shed. The building had a \$2,500 deductible. MCIT was willing to cover the costs and up to 30% of a replacement ~~building~~ cover, or the cover could be repaired. Pogodzinski suggested getting a new cover as it had held up beyond it's warranty. The new cover would have a 20 year warranty. The cost to the County would be \$10,000. Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to approve spending \$10,000 towards a new hoop shed ~~cover~~ with the rest being covered by MCIT.

Houston County Agenda Request Form

Date Submitted: July 18 2024

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

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

Issue:

Approve Ucare grant application to support building rennovations at the Public Health Office

Attachments/Documentation for the Board's Review:

Letter of intenet, and Ucare's invitation to submit a proposal attached

Justification:

Action Requested:

Approve submission of grant

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

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

Briefly list your organization's experience improving access to people with disabilities in Minnesota.

Houston County Public Health provides essential support to individuals and families in need through comprehensive case management services. We provide services for all ages and a wide range of people with disabilities. With an average caseload of 55, case managers are committed to meeting with clients regularly, facilitating referrals, and ensuring that barriers to access are addressed. By working collaboratively with clients and their families to develop personalized care plans, case managers ensure that the support provided is tailored to clients' specific goals and needs. This person-centered approach is crucial for promoting individual well-being and fostering positive outcomes. The array of services offered, including needs assessment, care plan development, and progress monitoring, shows a holistic approach to addressing the diverse needs of the community.

Briefly list the activities of the proposed program/project

Houston County Public Health aims to enhance its facilities to better serve the community. We are currently undertaking renovations to optimize a small percentage of the building for emergency response and clinical services. Additionally, we plan to improve accessibility for individuals with disabilities, specifically clients served by home and community-based services. This project extends beyond functional updates; we seek to create welcoming, confidential spaces for client interactions, ensuring safety and efficiency. Upgrades will include soundproofing enhancements, streamlined client flow, and accessibility and security features throughout the building.

Briefly describe the opportunity, challenge, issue or need that the proposed program/project addresses.

The proposed renovation project aims to address several key issues within the existing space, stemming from its original purpose as a furniture store and subsequent conversion to office space. The current layout of the space does not effectively support the needs of staff, aging clients and people with disabilities. This has led to inefficiencies in workflow, communication barriers, and difficulty navigating the building space. Another issue is inadequate soundproofing which affects the privacy and productivity of staff and clients served within the space. This issue is particularly pronounced in an office environment where confidentiality and focus are essential. Over time, functional needs have evolved, leaving the existing space feeling outdated and potentially unappealing to both staff and clients.

Briefly list the goals/benchmarks for the proposed program/project

Addressing these challenges through a renovation project will not only enhance the functionality and safety of the space but also improve the overall experience for staff and clients with disabilities.

Auditor Warrants 2024/07/17

Lynn Colsch

Thu 7/18/2024 10:38 AM

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

REVIEW LICENSE CENTER PAYMENTS

2024/07/17 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
HAGEN/PAUL	31,297.50
NORTHERN STATES POWER	6,452.00
SE SWCD TECHNICAL SUPPORT JPB	11,062.08
WITT/KENNETH	25,601.78
	74,413.36
6 VENDORS PAID LESS THAN \$2000.00	4,429.82
	78,843.18

Lynn Colsch
Finance Clerk
Houston County
304 South Marshall Street
Caledonia MN 55921

Phone 507-725-5825

Commissioner Warrants 2024/07/23

Lynn Colsch

Thu 7/18/2024 11:04 AM

To:Houston County BOC <BOC@co.houston.mn.us>;
Cc:Carol Lapham <Carol.Lapham@co.houston.mn.us>; Susan Tostenson <Susan.Tostenson@co.houston.mn.us>;

REQUEST APPROVAL FOR PAYMENT

2024/07/23 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
DUNN BLACKTOP COMPANY	1,336,965.43
ENTERPRISE FM	16,918.30
LIBERTY TIRE RECYCLING LLC	3,401.40
MIENERGY COOPERATIVE	4,660.57
MNCCC	12,836.62
NADEAU COMPANIES LLC	13,565.40
OFFICE OF MNIT SERVICES	2,342.15
RON WEYMILLER CONSTRUCTION	12,834.93
STREET SMART RENTALS LLC	3,010.94
TRIMIN SYSTEMS INC	20,944.00
	1,427,479.74
22 VENDORS PAID LESS THAN \$2000.00	9,916.34
	1,437,396.08
PUBLIC HEALTH & HUMAN SERVICES	6596.58
	1,443,992.66

Lynn Colsch
Finance Clerk
Houston County
304 South Marshall Street
Caledonia MN 55921

Phone 507-725-5825