

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: September 17, 2024

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, Fillmore County Journal Reporter Charlene Selbee, Interim Administrator Carol Lapham, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Public Health and Human Services Director John Pugleasa, Deputy Auditor/Treasurer Eliana Babinski, Engineer Brian Pogodzinski, Assessor Lucas Onstad, Appraiser Mark Bennett, IT Director Andrew Milde, and Fiscal Supervisor Heidi Harms

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Severson, seconded by Commissioner Schuldt, motion unanimously carried to approve the meeting minutes from September 3, 2024.

Motion was made by Commissioner Burns, seconded by Commissioner Myhre, motion unanimously carried to approve the workgroup session minutes from September 10, 2024.

Public Comment:

None.

APPOINTMENTS

At 10:29 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to go into closed session for labor negotiations pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. The Commissioners, Interim Administrator Lapham, and Interim Auditor/Treasurer Heberlein attended the closed session.

At 11:03 a.m. a motion was made by Commissioner Severson, seconded by Commissioner Myhre, motion unanimously carried to go back into regular session. Lapham gave a brief summary of the closed session saying they had discussed labor negotiation strategies and developments. No official action was taken on the matter.

CONSENT AGENDA

None.

ACTION ITEMS

File No. 1 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to adopt Resolution No. 24-34 to approve the transfer of \$62,906 to the regular construction allotment. Resolution is below.

COUNTY TRANSFER OF EXCESS MUNICIPAL FUNDS TO REGULAR FUNDS

RESOLUTION 24-34

COUNTY OF HOUSTON

WHEREAS, Minnesota Statute 162.08, Subd 4 (3d), provides that accumulated balances in excess of two years of municipal account apportionments may be spent on projects located outside of municipalities under 5000 population when approved solely by resolution of the county board.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioner of Transportation transfer \$ 62,906 (all funds) in excess of two years apportionment into the Regular Construction Account.

File No. 2 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to approve the Airport T-Hangers and the Airport Fencing Project. The total project cost was estimated to be 2 million dollars. 95% of the cost would be covered by federal funding, 2.5% would be covered by the State, and the remaining 2.5% would be covered by the County. The estimated cost to the County would be \$51,500 for the T-Hangers and \$3,727 for the fencing. Commissioner Johnson said he was typically not in favor of “build it and they will come”, but he saw the economic benefit the airport brought to the County. In addition, the County could still decide not to move forward with the project if the bids came back over budget.

File No. 3 – Commissioner Myhre moved, Commissioner Burns seconded, motion carried unanimously carried to approve the FAA Grant Offer/Agreement for federal funding to conduct aeronautical survey for the RNAV approach and authorize signature.

File No. 4 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to approve Foster Care Transportation Agreements.

File No. 5 – Commissioner Schuldt moved, Commissioner Severson seconded, motion carried four to one to appoint Cindy Wright to the Economic Development Board effective 9/17/2024 (three year term). Commissioner Burns voted no suggesting that the matter wait until the end of the year as Wright could end up being the District 1 Commissioner, and would then need to resign from her citizen appointed position. She could still possibly serve on the EDA board as one of the two elected Commissioners at that time.

File No. 6 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to approve allocating ARPA funds for IT infrastructure due to a recent system failure. The cost would be \$64,000 for two Nodes and \$2,100 for installation.

File No. 7 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to authorize departmental credit cards for Personnel and Highway.

File No. 8 – Commissioner Myhre moved, Commissioner Johnson seconded, motion carried three to two, to adopting Resolution No. 24-35 proposed levy. The preliminary levy would be 7.5%. The Commissioners would still need to work with finance and department heads to find budget cuts. The Commissioners voted by roll. Commissioners Johnson, Schuldt, and Myhre voted yes. Commissioners Severson and Burns voted no. The approved resolution is below.

RESOLUTION NO. 24-35

BE IT RESOLVED, that the proposed levy after the deduction of County Program Aid (CPA), in the amount of \$14,737,549 be made on all taxable property in the County of Houston for taxes payable in 2025 in the following amounts by County Fund:

County Revenue	\$ 8,991,368
Road & Bridge	2,831,164
Public Health & Human Services	2,975,823
Bond Fund – 2020A Jail Bonds	1,386,263

Total	\$ 16,184,618
Less CPA	(1,447,069)

Total Levy	<u><u>\$ 14,737,549</u></u>

File No. 9 – Adopting the proposed operating budget was tabled until the following week. The numbers in the proposed budget would reflect the 7.5%.

File No. 10 – Commissioner Myhre moved, Commissioner Burns seconded, motion unanimously carried to review and approve payments. Payments are below.

REVIEW LICENSE CENTER PAYMENTS

2024/09/04 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
ISD 300 TREASURER	6,183.30
TREASURER SCHOOL DISTRICT 239	6,556.23
TREASURER SCHOOL DISTRICT 294	2,502.52
TREASURER TWP OF CALEDONIA	2,181.64
TREASURER TWP OF CROOKED CREEK	9,086.72
TREASURER TWP OF HOKAH	3,017.20
TREASURER TWP OF JEFFERSON	6,578.74
TREASURER TWP OF MONEY CREEK	4,956.48
TREASURER TWP OF MOUND PRAIRIE	6,419.95
TREASURER TWP OF SHELDON	2,770.08
TREASURER TWP OF WINNEBAGO	3,418.02
TREASURER TWP OF YUCATAN	12,612.79
	<u>66,283.67</u>
9 VENDORS PAID LESS THAN \$2000.00	<u>4,480.36</u>
	<u><u>70,764.03</u></u>

2024/09/17 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
7 RIVERS RECYCLING LLC	3,264.00
ABILITY BUILDING COMMUNITY	2,180.82
ACENTEK	4,456.71
ADVANCED CORRECTIONAL HEALTHCARE	29,113.39
BOND TRUST SERVICES CORPORATION	20,138.75
CALEDONIA/CITY OF	18,277.37
CEDA	7,107.69
CONSOLIDATED ENERGY COMPANY	2,568.27
DUNN BLACKTOP COMPANY	7,956.96
ENTERPRISE FM	16,492.80
HISTORICAL SOCIETY/TREAS OF	42,500.00
HOUSTON COUNTY TREASURER	22,806.21
MEYERS LAWN SERVICE	2,365.00
MIENERGY COOPERATIVE	6,137.69
MILESTONE MATERIALS	3,015.92
MN STATE TREASURER	4,635.00
MNCCC	25,873.34
MORRIS ELECTRONICS INC	39,043.49
O'DAY EQUIPMENT LLC	10,661.64
RICHARD'S SANITATION LLC	21,109.90
SOUTHERN MN INITIATIVE FOUNDATION	3,750.00
STREICHER'S	2,844.86
VANGUNDY EXCAVATING LLP	2,180.00
VISA	11,023.83
WEX BANK	9,321.29
WILDCAT CREEK MANAGEMENT LLC	9,400.54
WINONA CONTROLS INC	11,176.26
	339,401.73
72 VENDORS PAID LESS THAN \$2000.00	22,259.23
	361,660.96
PUBLIC HEALTH & HUMAN SERVICES	117,252.55
	478,913.51

File No. 10 – No action was taken.

Public Comment:

None.

DISCUSSION ITEMS

Interim Administrator Lapham said she had been working on the budget.

Commissioners discussed recent and upcoming meetings including a budget, Township Officer, Land Use, and WINLAC meeting.

There being no further business at 11:06 a.m., a motion was made by Commissioner Myhre seconded by Commissioner Severson, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on September 24, 2024.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

**HOUSTON COUNTY
AGENDA REQUEST
September 24, 2024**

Date Submitted: September 19, 2024

By: Ann Diersen, HR Tech

ACTION

NONE

APPOINTMENT REQUEST

NONE

HR CONSENT AGENDA REQUEST

PHHS

- **Accept the resignation of Diane Schulze, HCBS Social Worker, effective 10/04/2024, and thank her for 25 years of service to the residents of Houston County**
- **Approve a competitive search for a Home & Community Based Services (HCBS) Social Worker (1.0 FTE)**

CC:

<input type="checkbox"/>	HR Director	<input type="checkbox"/>	Sheriff
<input checked="" type="checkbox"/>	Admin/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
<input type="checkbox"/>	Environmental Svcs	<input type="checkbox"/>	other dept)

SMIF annual update at County Board meeting

Forest Ward <forestw@smifoundation.org>

Mon 9/16/2024 11:06 AM

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

 4 attachments (17 MB)

SMIF 2023 Impact Report.pdf; Acres for Good Farmers Brochure.pdf; SMIF Free Will One Pager.pdf; Houston County Fact Sheet FY24.pdf;

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

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

Hello Alison,

I have finally gotten confirmation on which staff will be able to attend and a day that works.

If SMIF could present our annual update on the September 24th meeting, Alissa Oeltjenbruns, VP of Philanthropy and Community Vitality, will be able to present to the board for 10-15 minutes.

I have also attached documents for the board packet that will cover some of the key points Alissa will talk on.

Please let me know if you have any questions.

Best,
Forest

Forest Ward Philanthropy Coordinator (he/him/his)
Southern Minnesota Initiative Foundation

D [507.214.7011](tel:507.214.7011) **T** [507.455.3215](tel:507.455.3215)

E forestw@smifoundation.org | www.smifoundation.org

Accepting applications for the [Early Care and Education Grant](#). / [Register here](#) for the 10th Annual Entrepreneurial Bridge event. / [Register here](#) for the Early Childhood Fall Dine and Learn trainings.

UNLOCKING OPPORTUNITIES



2023
IMPACT REPORT



SOUTHERN MINNESOTA
INITIATIVE FOUNDATION



A Message For Our Partners

In the heart of southern Minnesota, we find heroes every day. They are the community members who unite to address challenges, the entrepreneurs with innovative business ideas, the Early Childhood professionals supporting our youth and the visionaries shaping a brighter future. These individuals are the backbone of our communities, and their dreams and aspirations drive progress like nothing else.

However, we recognize that even heroes need the right tools and support to achieve their goals. Often, projects, ideas and growth can stall when the necessary resources and support systems are absent.

Sometimes, all it takes is the right key to unlock those opportunities.

That's where Southern Minnesota Initiative Foundation (SMIF) comes in. We stand ready to be the key that unlocks opportunities for our remarkable communities, helping pave a path toward a brighter future.

The stories from this year's impact report celebrate the transformation that happens when the resources are there to support growth and vitality. We could not do this work without the donors and partners who are committed to the place they call home. Let's continue to unlock opportunities together, making our region an even better place to live, work and thrive.

Tim Penny
President & CEO

Shawn Vogt Sween
Board Chair



Read the full
versions of
these stories:



Help make a difference
in Southern Minnesota!
DONATE TODAY:





NOELLE VIKTORA

Assistant Executive Director
at Albert Lea Economic
Development Agency (ALEDA)

Board member,
The Children's Center



LOCATION:
Albert Lea
Freeborn County

UNLOCKING CHILD CARE SOLUTIONS

Child care is so important to communities in order to keep parents in the workforce, especially as we are facing a labor shortage in Freeborn County. One of the largest challenges in our community was that the only child care center in Albert Lea, called The Children's Center, was losing money, staff and enrollment.

We needed an outside opinion to come in and look at everything to identify changes. SMIF connected us with their Early Childhood Consultant, Jeff Andrews, who helps communities and providers develop concrete plans to create sustainable child care options.

One of the things I appreciated the most about working with SMIF was that we didn't just focus on problems. Jeff really made us think about what kind of center we strive to be: the premier option for child care in the community. In order to meet that vision and stay open, we had to make changes.

Through the process of working with SMIF we ended up with a long-term plan. We raised our tuition, gave our


32,463
children supported



staff raises and created consistency with our scheduling. Last summer, we let our teachers know that, although we still have work to do, we are making improvements that would allow us to pay them better wages.

The fact that SMIF was able to offer Jeff as someone that we could work with was a huge gift. If we had to pay for a consultant of Jeff's caliber, it would have cost us a lot of money. It's been an incredible benefit.

I don't think we would have ever gotten as far as we did without SMIF's help.



EMILY KNUDSEN

Owner, Pleasant
Grove Pizza Farm



LOCATION:
Waseca
Waseca County

UNLOCKING PEER SUPPORT

I had a secret dream of owning a pizza farm one day because I fell in love with the first one I ever went to when I was 21. Within an hour of sitting down, I wanted to do this. Then, when I was 30, I met Bill and he had this property in Waseca. To me, it felt like a perfect fit for a pizza farm.



We finally opened our business in 2016. After receiving a Small Enterprise Loan from SMIF in 2018, I learned about their Local Food Peer Network. I knew a little about how to run a kitchen and staff from previous jobs, but I thought that the Peer Network would be a great way to learn from other business owners.

The thing I loved about the Peer Network was that it was all food-based peers. We'd talk about the good

and bad things that were happening with our businesses. Getting advice on how to hire and who to hire was really important.

Another cool thing was that the Peer Network would connect you with other people you could collaborate with. We're still collaborating with Hannah's Honey out of Waseca on our Sweet Georgia Pie pizza. Mike from Half Pint Brewing, another Peer Network member, is another collaborator – we deliver pizzas out there and we'll start selling his beer here.

We talked a lot about how to grow business the right way and how to maintain growth. One way we've expanded our business is through starting a mobile unit – it's really gotten our name and product out there. We started out making about 25 pizzas on a Sunday; now on a weekend we might make 700 pizzas.

We wouldn't be where we are without the support provided by SMIF and the Peer Network. SMIF staff were also huge in helping us grow, succeed, navigate and manage everything. SMIF has been a very valuable asset to our business.

Without the support, assistance and guidance from SMIF, we simply wouldn't be where we are.



**CHRISTINE "MONTANA"
RASMUSSEN**

Owner, River Rock Kitchen
& Baking Co.



LOCATION:
Saint Peter
Nicollet County

The entire business is wholesale – it's not open to the public. We sell our products to River Rock Coffee, the St. Peter Food Co-op, and Morgan Creek Vineyards, to name a few.

Running a small business can be a really hard – and somewhat lonely – endeavor. In 2018, I decided to join SMIF's Local Food Peer Network because I think it's valuable to have other people support you who are also running small businesses and experiencing the same things.

The person who led the meetings had a lot of useful information about being in the food industry. We would sometimes go on field trips to different locations to visit people's businesses – that was always interesting to see. One of the biggest things we worked on was a training manual for staff. Everyone developed their own manual based on their industry.

It's such a welcoming and great group of people. I reach out when I think they could help answer a question I have, and it has always been helpful. Over the years, we've talked about staffing, advertising and adding a new product. It's nice to have other people to bounce things off or to ask questions. The Peer Network and SMIF are resources that I really value.



904
entrepreneurs
supported

For years, I had been working as the manager at River Rock Coffee, a Saint Peter coffee shop with baked goods which is owned by a friend of mine. In 2016, I purchased the food portion of the business, and in 2017 we were able to move River Rock Kitchen & Baking Co. into our own commercial space.

We make a variety of products – morning baked goods, scones, coffee cakes, quiches, soups, sandwiches, salads and a full line of artisan breads.





NICOLE GRIENSEWIC

Executive Director of
Region Nine Development
Commission (RNDC)



LOCATION:

Mankato

Blue Earth County

UNLOCKING A LEGACY

The work I get to do through Region Nine is really interwoven with SMIF, so over time I have become more attached to their mission. Through my work, I've been able to see the direct impact that SMIF's grants and programs have had on the region – and it also really matches my own values.

When I saw that SMIF was offering a tool to make writing a will easy, I was like, "Oh, okay. Let's do that." During the process of writing my will, I decided to leave a planned gift to SMIF. I've been able to leverage different educational programs, grants and

professional development opportunities through SMIF – but more importantly, the people of this region have helped me as well as my organization and programs succeed. Leaving a planned gift to SMIF is my way to help those programs continue or expand.

There are a lot of professionals and even younger professionals, like myself, who haven't thought about writing

a will. But laying out your plan is important because things happen, people pass and you don't expect it. It helps to not put the pressure of figuring everything out on your loved ones. Leaving a planned gift isn't just for millionaires; this is about whoever is able to leave any funds. It's really important to make that plan and to help organizations expand and continue to grow and thrive.

I would like to be remembered as someone who truly cared about the local communities in the region and wanted to leave it better than I found it. Leaving a gift to SMIF is where I feel I can make the largest impact, especially in helping rural and smaller communities throughout the region thrive into the future.

This region has invested a lot into me and helped me succeed. Leaving a gift to SMIF is my way of giving back.

Scan here to
write your
FREE WILL:





BOB MANN

Dentist at Wabasha Dental, and a member of the Wabasha-Kellogg Area Community Foundation since 2012.

SMIF Board Trustee



LOCATION:

**Wabasha
and Kellogg**

Wabasha County

UNLOCKING LOCAL GIVING

In Wabasha and Kellogg, there is a strong community spirit and a willingness to help each other no matter which town you live in. When the Wabasha-Kellogg Area Community Foundation (WKACF) formed in 2012, it became a great way for people to give back.

Our Community Foundation has done a lot in a short period of time. Six years ago, we started providing free pool passes for every kid in town through eighth grade. The pool has now become a life source for kids in the summer. We also provided the funds to support the education for an individual to become a mental health professional, as long as they returned to our community, which they did. We distribute many grants of \$5,000 or less because we've found that the more we spread it around, the more people we affect – and the more likely people are to give back.

SMIF was there from the beginning. They helped us through the planning stages; they handle our accounting; they make sure we're properly taxed. They're there every step of the way to make us functional. They pay for QuickBooks so we can keep track of who donates to us. They

provide educational seminars for board members from all of SMIF's Community Foundations from which I've been able to pick up a lot of ideas and information. Each year, SMIF matches funds for some of our grantmaking.

Now that we have an established Community Foundation, it's amazing the things we can support. Community members tell us what the needs are, and we can usually help. There are so many ways a foundation can enhance a community. It is our mission that we connect people – keeping Wabasha and Kellogg a great place to live, work and play.

“Without SMIF, I don't think we would have ever formed, and we wouldn't have accomplished what we've been able to accomplish.”

132

**communities
impacted through
community
vitality efforts**

FISCAL YEAR 2023



- 30% Entrepreneurship
- 25% Early Childhood
- 21% Affiliate Funds
- 12% Loans
- 11% Admin and Fundraising
- 1% Equity Investments



- 22% Spending Policy
- 21% Affiliate Funds
- 13% Loan Proceeds/Repay
- 12% Federal Grants
- 10% Other
- 9% In-Kind
- 7% The McKnight Foundation
- 6% Local Donations

COMMUNITY INVESTMENT MAP

July 1, 2022–June 30, 2023

EARLY CHILDHOOD

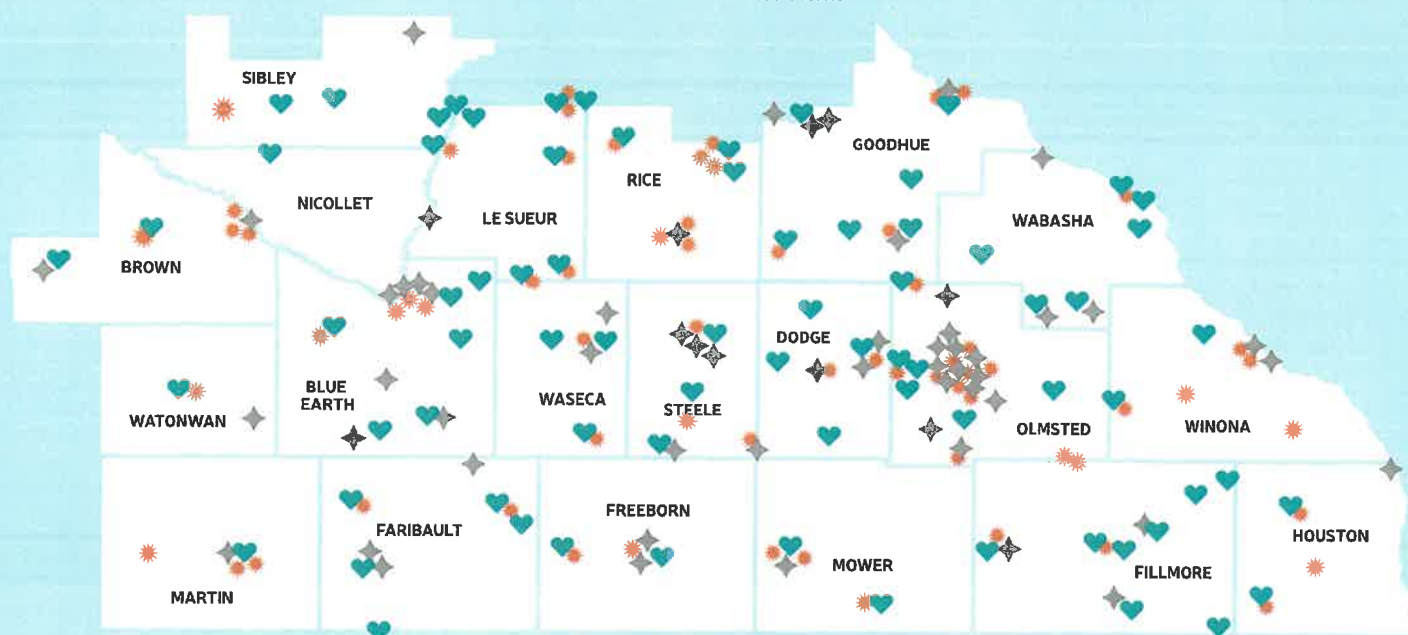
- Early Care and Education Grant
- Early Childhood Initiative communities
- Early Childhood Trainings
- Early Literacy Grant
- Technical Assistance clients

ECONOMIC DEVELOPMENT

- Business Trainings
- Equity investments
- Inclusive and Equitable Communities Grant
- Loan clients
- Peer Network members
- Prosperity Initiative members
- Rural Entrepreneurial Venture communities
- Minnesota Main Street Economic Revitalization Grant (DEED)
- Technical Assistance clients

COMMUNITY VITALITY

- Community Foundations
- Designated Funds
- Paint the Town Grant
- Small Town Grant



To view an interactive map, visit smifoundation.org/impactreport



SOUTHERN MINNESOTA
INITIATIVE FOUNDATION

smifoundation.org/acresforgood

I grew up on a small farm outside of Kiester, Minnesota. So for me, farming is personal. Our lives are rooted in the connection between land and community. The Acres for Good program is an opportunity to invest in rural philanthropy while safeguarding your farming legacy for generations to come.

Please call 507-475-3056 or email

talissao@smifoundation.org to learn more about our Acres for Good program. I look forward to hearing from you!

Tim Penny
President and CEO of Southern Minnesota Initiative Foundation



Acres for Good

Farmland Succession Program



Land is Legacy.



Acres for Good

Farmland Succession Program

SMIF's Acres for Good: Farmland Succession Program is focused on retaining one of southern Minnesota's greatest assets: our farmland. By donating land we keep your farmland farming while using the extra income to impact causes you care about for future generations.



Estate gift means farmland can keep growing and giving back

Every farm has a story. Neil Kruse wants to see the next chapters for his family's farm keep the rhythms of planting and harvest, machinery rumbling down the gravel roads in southwest Minnesota and neighbors stopping to visit through the windows of their pickup trucks. With help from their estate planning attorney Neil and his wife, Jenna, created a plan that will keep the family's 145 acres in production after they're gone. Rental income from the farmland will support nonprofits that have been important in Neil's life, including a program that supports agriculture education in Minnesota public schools.

Neil and Jenna's story is just one example of how a farmland donation has benefited the landowner and positively impacted their surrounding community for years to come.

How it Works

Landowners: Your gift of land provides an immediate charitable deduction while bypassing all capital gains taxes and creating a stable source of income.

SMIF: We maintain your farmland in perpetuity and provide annual rental income as directed by you, the donor.

Tenants: Current and/or local tenants may continue to rent your land, keeping generated wealth local.

County: SMIF retains ownership of the land and continues to pay local property taxes.

Southern Minnesota Organizations: Local causes and organizations you care about will receive your land's rental income to address community needs and opportunities.



About Southern Minnesota Initiative Foundation (SMIF):

SMIF is a donor-supported foundation, which invests for economic growth in 20 counties of south central and southeastern Minnesota. Our mission is to foster economic and community vitality through a culture of collaboration and partnership.

Write a **legally valid will** and create a lasting legacy with Southern Minnesota Initiative Foundation



WHY DO I NEED A WILL?

Everyone should have an estate plan to support their future and protect what they love. A will (or revocable trust) is the best way to:

- Protect the people, pets and communities you love
- Save your family stress and complications by giving exact instructions on how to handle your estate
- Start a legacy with Southern Minnesota Initiative Foundation (SMIF)

HOW DOES FREEWILL HELP?

FreeWill's self-help solutions for common estate planning needs help you create a legal will completely free of charge, and make it easy to create other important estate planning documents so you are prepared for your future. FreeWill can also be paired with an attorney for more complex needs.

If you choose to create a legacy with SMIF, you can easily add the necessary language in your will to memorialize your gift intentions.

Visit FreeWill.com/SMIFoundation to get started

\$7B+

Amount of money committed to charities through FreeWill

740,000+

Number of people who have created estate plans through FreeWill

20 mins

Average time it takes a user to complete their plan

FREEWILL





SOUTHERN MINNESOTA
INITIATIVE FOUNDATION

SMIF's investments and partnerships in

Houston County since 1986

Southern Minnesota Initiative Foundation (SMIF) is a regional development and philanthropic organization that fosters economic and community vitality in southern Minnesota through a culture of collaboration and partnership. Serving 20 counties which includes 175 communities and one Native nation.

For every donation
from Houston
County of

\$1 → **\$12**

is invested back into
Houston County
communities.*

**Includes grants, loans & programming*



11 Loans

to support entrepreneurs

168 Grants

to support community projects

\$2.6 Million

invested by SMIF in Houston County
through grants, loans and programming



Questions?

Alissa Oeltjenbruns
Vice President of Community Vitality
507-475-3056
alisso@smifoundation.org



Check out SMIF's recent activity in your county



SMIF's Recent Activity in Houston County

Early Childhood Spotlight



\$15,000 Early Care and Education Grant to Ridgeway Community School

"We're moving from a half day to a full day childcare/preschool program for the 2023-24 school year to help address a daycare shortage. This program primarily serves rural children. These families have limited options for quality programs within a reasonable proximity resulting in them having add costly drive time to access the care or to leave children in nonlicensed/certified care situations. This expansion addresses the issue."

—Jodi Dansingburg, School Coordinator

Other recent activity:

- 35 local Early Childhood professionals participated in free trainings

Entrepreneurship Spotlight



REV transforms into a newly-formed Chamber in Spring Grove

"When we started with the REV program a lot of the things that came up in conversation were things that a Chamber would be doing. For years and years we talked about needing a Chamber of Commerce in town. Eventually, our REV team morphed into a Chamber committee. We now have a board of directors, newly hired staff and are looking for a downtown space for a visitor center and Chamber office."

—Courtney Bergey Swanson, CEDA

Other recent activity:

- Three entrepreneurs attended free business trainings
- New loan client: Affogato Lane Coffee Company

Community Vitality Spotlight



\$10,000 Small Town Grant funds holiday Pop Up Shops in downtown Caledonia

"This program offers low-rate short term leases on property to increase occupancy in buildings for the holiday shopping season. Increased occupancy grows traffic and benefits all shop owners downtown. This allows community members with business ideas to temporarily trial their business concept to introduce a new product line, test a new market, or generate awareness for a new product."

—Michelle Ellingson, Assistant to the City Clerk/ Administrator

Other recent activity:

- Houston Community Foundation, one of 32 under SMIF's umbrella, received \$5,911 in matching funds in 2023

1.1K Children Supported

39 Entrepreneurs Supported

Houston County Agenda Request Form

Date Submitted: September 17, 2024

Board Date: September 24, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The Board previously approved Bolton & Menk to prepare an airport Clear Zone Acquisition Plan at a cost of \$10,000. MnDOT Aeronautics has agreed to fund 75% of the project cost through the State Airports Fund.

Attachments/Documentation for the Board's Review:

State of MN Grant Agreement, Resolution

Justification:

Without this approval, the county will pay the full cost for the plan.

Action Requested:

Approval of Grant Agreement and Resolution.

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

All agenda request forms must be submitted to 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 24-37

**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. **1058011**,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. **A2801-37** 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 **Houston County**.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF HOUSTON

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the
Houston County Board of Commissioners at an authorized meeting held on the 17th day of
September, 2024 as shown by the minutes of the meeting in my possession.

Signature: _____
Polly Heberlein, Interim County Auditor-Treasurer

(SEAL)

**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 **A2801-37**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit "A" - grant Request Letter; Exhibit "B"- Credit Application, and Exhibit "C" - Cost split, 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>
Clear Zone Acquisition Plan (CZAP)	0%	75%	25%

Federal Committed:	\$ 0.00
State:	<u>\$7,500.00</u>
Grantee:	<u>\$2,500.00</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 **\$7,500.00.**

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 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: _____



**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

August 20, 2024

Mr. Luke Bourassa
Airport Development Engineer
MnDOT Office of Aeronautics
395 John Ireland Boulevard
St. Paul, MN 55155

RE: Grant Application
Houston County Airport (CHU)
Runway 13/31 Clear Zone Acquisition Plan (CZAP)

Dear Mr. Bourassa:

Please find enclosed the following document for the aforementioned project at the Houston County Airport located in Caledonia, Minnesota:

- Runway 13/31 CZAP Proposal

The Clear Zone Acquisition Plan (CZAP) will detail existing and future ownership of the MnDOT clear zone.

Houston County requests a State grant agreement in the amount of **\$7,500** 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 Pogodzinski, P.E.
County Engineer

cc: Brian Conklin, MnDOT Aeronautics
Silas Parmar, Bolton & Menk, Inc.

Enclosures:

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
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Title _____

***FOR ALL ITEMS INCLUDED IN THIS AGREEMENT**

(Complete Form On Reverse Side)

STATE OF _____

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: _____

Airport: Caladonia-Houston County
 Sponsor: Houston County
 State Project: A2801-37
 State Agreement #: Clear Zone Acquisition Plan (CZAP)
 Date: 8/20/2024

Construction	Description	Total	State Funding Rate	State	Local
		\$ -	0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
		\$ -	75%	\$ -	\$ -
	CONSTRUCTION SUBTOTAL	\$ -		\$ -	\$ -

Engineering	Description	Total	State Funding Rate	State	Local
	Bolton & Menk Professional Services - Runway 13/31 CZAP Proposal	\$ 10,000.00	75%	\$ 7,500.00	\$ 2,500.00
		\$ -	0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
	ENGINEERING SUBTOTAL	\$ 10,000.00		\$ 7,500.00	\$ 2,500.00

Administration	Description	Total	State Funding Rate	State	Local
		\$ -	0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
		\$ -	75%	\$ -	\$ -
	ADMINISTRATION SUBTOTAL	\$ -		\$ -	\$ -

Grant Amounts \$ 10,000.00 \$ 7,500.00 \$ 2,500.00

Houston County Agenda Request Form

Date Submitted: September 17, 2024 Board Date: September 24, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

An agreement with our airport consultant is needed in order to move forward with designing and obtaining bids on a T-hangar.

Attachments/Documentation for the Board's Review:

Bolton & Menk T-hangar proposal

Justification:

Action Requested:

Approve Bolton & Menk agreement

For County Use Only

Reviewed by:

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

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.



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

September 17, 2024

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

RE: Houston County Airport (CHU)
8 Unit T-Hangar Construction
BMI Work Order #6
Proposal for Professional Services

Dear Mr. Pogodzinski,

Bolton & Menk is pleased to submit our proposal for Professional Services for the 8 Unit T-Hangar Construction project at the Houston County Airport.

We understand the County previously acquired 7.93 acres of land southeast of the Entrance Drive for future building area development. The first development planned is construction of an 8-Unit T-Hangar and private hangar lots. The first phase of building area development was construction of the Hangar Taxilanes which was completed in 2023. This project will construct the 8 Unit T-Hangar.

Our understanding of the project is the T-Hangar shall consist of 8 units each 45-feet wide, 39-feet deep, and have a 14-feet tall door clearance. The approximate overall length and width shall be 203' x 60'.

The T-Hangar will be designed to meet the following minimum standards:

- Pre-engineering metal building
- Concrete footings, foundation, and floor slab.
- Bi-fold doors.
- LED light fixtures.
- Electrical receptacles
- Embedded pedestrian door.
- Designed for cold storage.

This proposal will include design and bid administration services. Construction administration services will be completed under a future work order.

SCOPE OF SERVICES:

TASK 1 DESIGN & BID ADMINISTRATION:

1.1 Project Scoping

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor.

Consultant shall coordinate with the Sponsor, FAA, MnDOT, and other applicable agencies to complete the work elements in Task 1.

1.2 Project Meetings

Up to four (4) meetings with the County, FAA, and MnDOT are included. It is anticipated that these meetings will include appropriate County, FAA, and MnDOT personnel and be conducted both virtually and in person. Meetings will be scheduled as necessary for work items included in Task 1.

1.3 Topographical Survey

Consultant shall establish survey control for the design survey utilizing existing established control points adjacent to the airport. Houston County coordinates shall be utilized for the survey. Survey work will include completing an as-built survey of the hangar taxilanes project. It is anticipated survey field work will require one trip to the airport. Consultant shall convert the survey data in CAD format for use in design. This will require one field visit by the survey crew.

1.4 Engineer's Design Report (EDR)

Consultant shall prepare the Engineer's Design Report in accordance with FAA guidance. An initial draft of the EDR will be completed and submitted to FAA for review. Comments provided by the FAA will be addressed and resubmitted as the final EDR. The EDR will detail the following topics:

- Project Scope
- Preliminary Site Photographs
- Applicable AIP and Design Standards
- Airport Operational Safety
- Pavement Design
- Drainage Design
- Airfield Lighting and Signage
- Navigational Aids
- Pavement Markings
- Environmental Considerations
- Existing Utilities
- Miscellaneous Work Items
- Life Cycle Cos Analysis
- Modification of AIP Standards
- AIP Non-eligible Work Items
- DBE Participation

- Project Schedule
- Preliminary Cost Estimate
- Preliminary Project Budget

1.5 Construction Safety and Phasing Plan (CSPP)

Consultant will complete FAA Form 7460-1 and the Construction Safety and Phasing Plan (CSPP), through FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. The 7460 form and CSPP will be prepared according to current FAA Guidelines.

1.6 Prepare Preliminary Plans, Specifications, and Cost Estimate

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project.

Preliminary plans will include design services for site preparation, civil site work, erosion control, stormwater management, pavement construction, and hangar construction.

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project and expected to include the following:

- Title Sheet
- Construction Safety and Phasing Plan
- Statement of Estimated Quantities
- Storm Water Pollution Prevention Plan (SWPPP)
- Erosion Control Plan
- Demolition Plan
- Typical Sections
- Apron Plan and Profile
- T-Hangar Floor Plan
- T-Hangar Elevation Details
- T-Hangar Structural Details
- T-Hangar Electrical Details

Consultant will assemble the technical specifications necessary for the intended work. Standard FAA and MnDOT specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by FAA or MnDOT specifications. Consultant will assemble preliminary contract documents including instruction to bidders, proposal, equal opportunity clauses, construction clauses, construction contract agreement, performance bond, payment bond, bid bond, State Requirements, Federal Requirements, bid schedule, wage rates, and general provisions.

Consultant shall prepare preliminary construction cost estimate.

1.7 Final Plans, Specifications, and Cost Estimate

Consultant shall submit 90% plans, specifications, and cost estimate to the Sponsor for review. One (1) virtual design review meeting will be held to review the bidding documents and discuss Sponsor comments.

A final set of plans, specifications, and cost estimate will be prepared which incorporates revisions, modifications, and corrections determined during the Sponsors review.

1.8 FAA Final Plans and Specifications Review

Per FAA policy, Consultant shall submit the final draft plans and specifications to FAA for review. Consultant will review and address all FAA comments on the plans and specifications for preparation of the final bidding documents.

1.9 Prepare Final Bidding Documents

Consultant shall prepare, reproduce, and distribute 10 sets of bidding documents for the project. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). Consultant shall keep a current list of plan holders and distribute this to interested parties upon request. This task also includes coordination required to facilitate these requests.

Required advertisement dates, and bidding dates will be established. Consultant will submit a copy to the Sponsor for distribution to local and selected publications of the project. The Sponsor shall pay for the associated cost of advertising.

1.10 Pre-Bid and Bid Opening

No pre-bid meeting will be scheduled for this project.

Consultant shall attend the virtual bid opening and process the bidding proposals.

1.11 Bid Assistance, Review, and Award

During the bidding process, Consultant will be available to clarify bidding questions with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required. Addenda will be made available to the plan holders through Quest CDN. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and Consultant shall be reimbursed for this effort as an amendment to this contract.

Consultant shall advise the Sponsor as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. Consultant shall input the as-bid unit prices into the spreadsheet and verify mathematical computations of the bids. Consultant will then provide recommendations to the Sponsor as to the name of the apparent low bidder.

Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids submitted. If rejection is recommended, Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made, Consultant will distribute the bid tabulations on

request of the Sponsor.

1.12 Prepare Grant Application

Consultant shall prepare the Federal Grant Application after project design has been completed and the bids accepted. Consultant shall submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, Consultant will forward copies to the FAA for further processing.

CONSIDERATION:

The services described above in this proposal shall be completed on a **LUMP SUM** basis of **\$60,000**.

The anticipated funding participation is as follows:

- Federal (95%): \$ 57,000.00
- State (2.5%): \$ 1,500.00
- Local (2.5%): \$ 1,500.00

SCHEDULE:

We anticipate the work can be performed according to the following schedule.

- Design: October – December 2024
- Bid Letting: January 2025
- Construction: May – November 2025
- Project Closeout: June 2026

Bolton & Menk, Inc. puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. If you find this proposal acceptable, please return a signed and dated copy our proposal.

Sincerely,

Bolton & Menk, Inc.



Silas Parmar, P.E.

Aviation Project Manager

Authorization and acceptance of this letter proposal.

Houston County, Minnesota

By:

Mr. Brian Pogodzinski
County Engineer

Date

**PROJECT FEE ESTIMATE**

CLIENT:	Houston County, MN					DATE:	9/17/2024	
PROJECT:	Houston County Airport (CHU) - 8 Unit T-Hangar Construction					PREPARED BY:	SP	
Task	Task Description	Estimated Person Hours Required						Totals
		Sr. Eng.	Proj. Eng.	Grad. Eng.	Surveyor	Sr. Planner	Admin.	
1	Design & Bid Administration							
1.1	Project Scoping	8	4	0	0	0	2	15
1.2	Project Meetings	24	8	0	0	0	1	33
1.3	Topographical Survey	0	2	0	8	0	0	10
1.4	Engineer's Design Report	4	16	8	0	0	4	32
1.5	Construction Safety and Phasing Plan (CSPP)	4	8	16	0	0	0	28
1.6	Prepare Prelim. Plans, Specs., and Cost Est.	20	40	100	0	0	20	180
1.7	Prepare Final Plans, Specs., and Cost Est.	10	20	50	0	0	10	90
1.8	FAA Final Plans and Specs. Review	4	4	8	0	0	2	18
1.9	Prepare Final Bidding Documents	2	0	0	0	0	2	4
1.10	Pre-Bid and Bid Opening	2	0	0	0	0	2	4
1.11	Bid Assistance, Review, and Award	8	8	0	0	0	4	20
1.12	Prepare Grant Application	4	4	0	0	0	2	10
Total Person Hours		90	114	182	8	0	49	444
Direct Labor Rate		\$57.00	\$38.00	\$30.00	\$40.00	\$45.00	\$27.00	
Total Direct Labor Cost		\$5,130.00	\$4,332.00	\$5,460.00	\$320.00	\$0.00	\$1,323.00	\$16,630.00
Overhead Rate 2.1373		\$10,964.35	\$9,258.78	\$11,669.66	\$683.94	\$0.00	\$2,827.65	\$35,543.30
Subtotal Labor Cost								\$52,173.30
Direct Expenses								
Total Expenses								\$0.00
Fixed Fee 15% x Subtotal Labor Cost								\$7,825.99
Total Task 1								\$60,000.00



Auditor Warrants 2024/09/16

Lynn Colsch

Thu 9/19/2024 11:26 AM

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

REVIEW LICENSE CENTER PAYMENTS

2024/09/16 AUDITOR WARRANTS:

<u>VENDORNAMEATPAYMENT</u>	<u>AMOUNT</u>
DIERSEN/JOHN	11,629.82
GOODHUE COUNTY SWCD	2,000.00
	<u>13,629.82</u>
16 VENDORS PAID LESS THAN \$2000.00	5,901.01
	<u><u>19,530.83</u></u>

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

Phone 507-725-5825

Commissioner Warrants 2024/09/24

Lynn Colsch

Thu 9/19/2024 11:54 AM

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

Cc: Carol Lapham <Carol.Lapham@co.houston.mn.us>;

REQUEST APPROVAL FOR PAYMENT

2024/09/24 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
AUGEDAHL/ADAM & ARLENE	3,900.00
CALEDONIA OIL CO INC	3,951.00
CONSOLIDATED ENERGY COMPANY	6,255.00
MATHY CONSTRUCTION	3,805.37
RON WEYMILLER CONSTRUCTION	8,251.07
RONCO ENGINEERING SALES INC	2,456.23
	<u>28,618.67</u>
29 VENDORS PAID LESS THAN \$2000.00	14,949.19
	<u>43,567.86</u>
PUBLIC HEALTH & HUMAN SERVICES	27,479.29
	<u><u>71,047.15</u></u>

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

Phone 507-725-5825