

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: September 24, 2024

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Dewey Severson, Eric Johnson, 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, Interim Administrator Carol Lapham, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Public Health and Human Services Director John Pogleasa, Deputy Auditor/Treasurer Eliana Babinski, Deputy Auditor/Treasurer Amy Sylling, Engineer Brian Pogodzinski, and Appraiser Mark Bennett

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

Commissioner Johnson said the meeting with SMIF had been postponed. Motion was made by Commissioner Severson, seconded by Commissioner Schuldt 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 September 17, 2024.

Public Comment:

None.

APPOINTMENTS

At 9:23 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Severson, 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 9:38 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 with various unions. No official action was taken on the matter.

CONSENT AGENDA

Commissioner Severson moved, Commissioner Schuldt seconded, motion unanimously carried to approve the consent agenda. Commissioner Schuldt thanked Diane Schulze for her 25 years of service to the County. The Commissioners agreed. Items approved are below.

- 1) 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.
- 2) Approve a competitive search for a Home & Community Based Services (HCBS) Social Worker (1.0 FTE).

ACTION ITEMS

File No. 1 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to adopt Resolution No. 24-37 Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition. Resolution is below.

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.

File No. 2 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to approve the Bolton & Menk T-hanger proposal.

File No. 3 – Commissioner Schuldt moved, Commissioner Myhre seconded, motion carried unanimously carried to adopt Resolution No. 24-36 adopting 2025 proposed operating budget. Resolution is below.

**RESOLUTION NO. 24-36
RESOLUTION ADOPTING 2025 PROPOSED OPERATING BUDGET**

	Revenue	Expenditures	Revenues Over (Under) Expenditures
	-----	-----	-----
County Revenue	16,147,071	16,212,616	(65,545)
Road & Bridge	11,246,726	11,246,726	0
Public Health & Human Services	8,588,009	8,609,757	(21,748)
Debt Service	1,603,791	1,603,791	0
	-----	-----	-----
Grand Total	37,585,597	37,672,890	(87,293)
	=====	=====	=====

File No. 4 – Commissioner Schuldt moved, Commissioner Myhre seconded, motion unanimously carried to review and approve payments. Payments are below.

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
	13,629.82
16 VENDORS PAID LESS THAN \$2000.00	5,901.01
	<u>19,530.83</u>

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>71,047.15</u>

File No. 5 – No action was taken.

Public Comment:

None.

DISCUSSION ITEMS

Interim Administrator Lapham said she had been working on labor negotiations, reviewing job applications, and that a new personnel policy would hopefully come before the board for approval soon.

The Truth and Taxation meeting was set for December 10th, 2024 at 6:00 p.m. in Room 222 in the Historic Courthouse.

Commissioners discussed recent and upcoming meetings including a Department Head and Wilmington Township meeting.

Commissioner Johnson said he had called other counties to see if they were planning to contract with Houston County for the Juvenile Detention Center. He said most of the counties didn't know about the option, and were not planning on adding it to their budgets. He said after his conversation with Mower County they were on board to do a yearly contract for a bed, so he said the Houston County should get at least one contract. Commissioner Johnson said the counties should have been contacted sooner.

There being no further business at 9:40 a.m., a motion was made by Commissioner Severson seconded by Commissioner Myhre, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on October 1, 2024.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

**HOUSTON COUNTY
AGENDA REQUEST
October 1, 2024**

Date Submitted: September 26, 2024

By: Ann Diersen, HR Tech

ACTION

NONE

APPOINTMENT REQUEST

NONE

HR CONSENT AGENDA REQUEST

Auditor/Treasurer's Office

- Place Michelle Ashmore and James Grondin on the payroll as temporary/casual (67 day) employees, at a wage of \$15.88/hour, due to their appointments to the Absentee Ballot Board. Per Minn. Stat. § 203B.121, Subd. 1(b), each member of a jurisdiction's ballot board must receive reasonable compensation for services rendered during an election.

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

HOUSTON COUNTY

AGENDA REQUEST FORM

Date Submitted: 9/18/2024

For 10/1/2024 Meeting

By: Assessor

CONSENT AGENDA REQUEST:

ACTION ITEM: Consider Approving Green Acre & Rural Preserve policy, letter, payback process & resolution form.

Reviewed by:

___ **HR Director**

___ **Finance Director**

___ **IS Director**

___ **County Attorney**

___ **Environmental Svcs**

County

Sheriff

County

Engineer

PHHS

Other

(indicate

dept)

Assessor

Recommendation:

Decision:

HOUSTON COUNTY GREEN ACRES AND RURAL PRESERVE PAYBACK POLICY

Policy

The purpose of this policy is to treat all taxpayers and properties in Houston County fairly and equitably, and to provide equal access and consideration under the statutory procedures.

The Board of Commissioners authorizes the County Assessor, County Auditor/Treasurer and County Finance Director to jointly administer Green Acres Deferrals, Rural Preserve Deferrals, Green Acres Paybacks, and Rural Preserve Paybacks.

The County Assessor's Office shall retain digital copies of all Green Acres and Rural Preserve taxpayer communications, payback receipts, and payback special assessment resolutions.

The County Assessor shall provide a Green Acres Payback Special Assessment Resolution to the Board of Commissioners at the end of each year, for taxes payable the following year.

What is a Green Acres Payback?

A Green Acres Payback is the amount owed by a property owner if the County Assessor removes the Green Acres or Rural Preserve deferral from the property.

The following would cause the County Assessor to remove the Green Acres deferral from the property:

- Sale or transfer of the land where the new owner chooses not to reapply for Green Acres within thirty (30) days.
- Sale or transfer of the land where the new owner does not meet the qualifications for Green Acres upon reapplication.
- Property owner requests withdrawal from the program.
- The property owner no longer meets the program requirements (e.g., does not use at least ten acres of the property for agricultural purposes, or the primary use of the property changes).

The Green Acres Payback amount owed consists of the Green Acres and/or Rural Preserve deferred tax amount for the current year, and the previous 2 years, pursuant to Minnesota Statutes Sections 273.114 subdivision 6:

"Subd. 6. Additional taxes. (a) When real property which is being, or has been valued and assessed under this section is sold, transferred, or no longer qualifies under subdivision 2, the portion sold, transferred, or no longer qualifying shall be subject to additional taxes in the amount equal to the difference between the taxes determined in accordance with subdivision 3 and the amount determined under subdivision 4, provided that the amount determined under subdivision 4 shall not be greater than it would have been had the actual bona fide sale price of the real property at an arm's-length transaction been used in lieu of the market value determined under subdivision 4. The additional taxes shall be extended against the property on the tax list for taxes payable in the current year, provided that no interest or penalties shall be levied on the additional taxes if timely paid and provided that

the additional taxes shall only be levied with respect to the current year plus two prior years that the property has been valued and assessed under this section. (b) In the case of a sale or transfer, the additional taxes under paragraph (a) shall not be extended against the property if the new owner submits a successful application under this section by the later of May 1 of the current year or 30 days after the sale or transfer. (c) For the purposes of this section, the following events do not constitute a sale or transfer for property that qualified under subdivision 2 prior to the event: (1) death of a property owner when the surviving owners retain ownership of the property; (2) divorce of a married couple when one of the spouses retains ownership of the property; (3) marriage of a single property owner when that owner retains ownership of the property in whole or in part; (4) the organization or reorganization of a farm ownership entity that is not prohibited from owning agricultural land in this state under section 500.24, if all owners maintain the same beneficial interest both before and after the organization or reorganization; and (5) transfer of the property to a trust or trustee, provided that the individual owners of the property are the grantors of the trust and they maintain the same beneficial interest both before and after placement of the property in trust."

It is important to note that occasionally the seller of the property will pay the Green Acres Payback amount due prior to the closing of the sale. If the seller has already paid, the payback will no longer be the responsibility of the current property owner.

Deadline for Green Acres Paybacks

Green Acres Paybacks are due by December 31 of the current year. If the payback is not paid by the property owner, by December 31, a Special Assessment of the amount of the delinquent charges will be added to the property owner's tax statement for the following taxes payable year.

Resolution Authorizing the Assessment of Properties for Unpaid Special Charges

At the end of each fiscal year, the County Assessor will submit a Green Acres Payback Resolution Authorizing the Assessment of Properties for Unpaid Special Charges, Resolution 2024-01, to the Board of Commissioners. The resolution will list all owners with outstanding Green Acres Payback charges. Approval of this resolution will result in the County Auditor/Treasurer and the County Finance Director adding a Special Assessment to the Property Tax Statements of the parcels listed on the resolution.

Procedure

The County Assessor, County Auditor/Treasurer and County Finance Director shall develop, implement, and maintain all necessary forms.



HOUSTON COUNTY

Houston County Assessor
304 South Marshall Street
Caledonia, MN 55921
Lucas Onstad
County Assessor
TEL (507) 725-5801

[Date]

[Name]

[Address]

[City], [State] [Zip]

Dear [First and Last Name],

You are receiving this correspondence as a courtesy, because you recently purchased land that is enrolled in the Green Acres and Rural Preserve Programs. For this land to remain in these two programs, and to avoid a Green Acres payback, you will need to submit Green Acres/Rural Preserve paperwork, by [DATE].

I have enclosed the applications, addendums, and aerial photographs required to apply for the programs. **This paperwork will need to be returned to the Houston County Assessor's office by [DATE], to avoid a payback.** If you acquired this property from a parent, spouse, or sibling, please call our office.

Please keep in mind that productive land (tillable, pasture, etc.) is what qualifies for the Green Acres program. Your non-productive land (woods) is what qualifies for the Rural Preserve program. So, you will need to enter the total number of woods next to the parcel number on the rural preserve application. I am not allowed to accept applications that say, "enroll all eligible acres".

If you have any questions, or would like to set up an appointment, please contact the assessor's office: 507-725-5801.

Sincerely,

Lee Langager
Office Support Specialist
Lee.Langager@co.houston.mn.us
507-725-5801



HOUSTON COUNTY

Houston County Assessor
304 South Marshall Street
Caledonia, MN 55921
TEL (507) 725-5815

[Date]

[Recipient's Name]

[Address]

[City], [State] [Zip Code]

Dear [First and Last Name]:

The land you recently purchased was in the Green Acres/Rural Preserve Program. To have remained in the program, and avoid a payback, you needed to notify our office of your intent, and apply for the program, by [Date].

Our office did not receive a notification or application from you. As a result, a Green Acres payback is now required for the deferred taxes on your land for: the current year, and the two prior years.

The payback amount you owe is [Amount].

This payment should be made to the Houston County Treasurer:

Houston County Treasurer
304 S Marshall Street
Caledonia, MN 55921

If your Green Acres Payback is not received by December 31, 2024, a special assessment will be added to your property taxes, for taxes payable 2025.

If you have any questions, please contact our office: 507-725-5801.

Sincerely,

Lee Langager
Office Support Specialist
Lee.Langager@co.houston.mn.us
507-725-5801

HOUSTON COUNTY ASSESSOR GREEN ACRES/RURAL PRESERVE PAYBACK PROCESS

If a Green Acres/Rural Preserve Payback is due, the County Assessor will save a Green Acres Payback Calculation Worksheets to the shared drive, by parcel number. The Assessor's Office will mail a Green Acres Payback Letter to the owner of the parcel(s). The Auditor/Treasurer's Office will receive the Green Acres Payback. After a payback is received, the Auditor/Treasurer's office will copy the Assessor's Office on the payment receipt.

If a payment is not received by December 31, the County Assessor will prepare a Green Acres Payback Resolution and submit it to the Auditor/Treasurer's office for review. The Green Acres Payback Resolution will go before the Houston County Board of Commissioners for approval. Once approved, the Auditor/Treasurer's Office and the County Finance Director will add a special tax assessment to the landowner's tax statement for the following taxes payable year.

Sample Green Acres Payback Calculation Worksheet

(Data that needs to be entered by the Assessor)

GREEN ACRES PAYBACKS							
Parcel #	Green Acres Enrolled (Tillable Acres)	CER Rate Per Acre (Soil Rate in Vanguard)	Value (Acres X CER Rate)	Deferred Amount per Acre	TMV	Class Rate 0.005 homestead 0.01 non-homestead	Deferred Taxes Paid
09.0237.000	40.00	6,250	\$251,600	13%	\$32,708.00	0.005	\$155.97
2023							
No Deferral in 2022 or 2021							

RURAL PRESERVE PAYBACKS					
Parcel #	Rural Preserve Enrolled (Wooded Acres)	Deferred Amount per Acre	TMV	Class Rate 0.005 homestead 0.01 non-homestead	Deferred Taxes Paid
09.0237.000	150.00	\$1,500	\$225,000	0.005	\$996.72
2024					
2023	150.00	\$1,300	\$195,000	0.005	\$929.89
2022	150.00	\$700	\$105,000	0.005	\$562.30
					\$2,488.90

Total Payback Due \$2,644.88

HOUSTON COUNTY ASSESSOR

RESOLUTION 2024-01

**RESOLUTION AUTHORIZING THE ASSESSMENT OF PROPERTIES
FOR UNPAID SPECIAL CHARGES**

WHEREAS, the following properties ("Properties") in Houston County have unpaid special charges in the amounts below:

Unpaid Special Charges

Owner	Parcel #	Amount	Reason
John Doe	21.0000.000	\$575.99	Green Acres Payback

WHEREAS, the owners of these Properties have been notified of the delinquencies and the County's intent to collect these charges through assessment; and

WHEREAS, the delinquent bills remain unpaid, and the owners have not worked out other payment arrangements; and

NOW, THEREFORE, BE IT RESOLVED that pursuant to Minnesota Statutes Sections 273.11 subdivision 11a and 273.11 subdivision 9, the Houston County Board of Commissioners hereby approves assessing the Properties for delinquent charges in the amounts set forth above; and

BE IT FURTHER RESOLVED that the Houston County Board of Commissioners hereby approves and directs the Houston County Assessor to certify the above-mentioned charges to the Houston County Auditor for collection with property taxes payable in 2025.

ADOPTED by the Houston County Board of Commissioners this _____ day of _____, 2024.

Eric Johnson, Chairman, Houston County Board of Commissioners

Carol Lapham, Interim Houston County Administrator

ATTEST:

Lucas Onstad, Houston County Assessor

**HOUSTON COUNTY
AGENDA REQUEST FORM
October 2, 2024**

Date Submitted: September 25, 2024

By: Brian Swedberg, Sheriff

ACTION REQUEST:

CONSENT AGENDA REQUEST:

Request to approve JDC contract with Sheriff Swedberg as authorized representative for administration of the contract.

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

**COUNTY OF HOUSTON
AND
COUNTY OF _XXXXX_**

INTER-AGENCY JUVENILE DETENTION CENTER SERVICES CONTRACT

THIS CONTRACT, amendments and supplements thereto, is between the County of Houston, acting through its Sheriff and on behalf of the Board of Commissioners, (hereinafter "HOUSTON COUNTY"), and the County of __ XXXXX _ (hereinafter "XXXXX").

RECITALS

WHEREAS, HOUSTON COUNTY and __ XXXXX _ pursuant to Minn. Stat. §375.18, is empowered to contract for professional/technical services within the scope of managing their respective county business; and

WHEREAS, HOUSTON COUNTY operates an eight-day detention juvenile detention center pursuant to and in compliance with Minnesota Department of Corrections rules, (hereinafter the "JDC"), located at 306 South Marshall Street, Caledonia, Minnesota; and

WHEREAS, the parties desire to enter into an agreement for the placement of __ XXXXX _'s juveniles ages 10-18 in accordance with Minn. Stat. §260B, with HOUSTON COUNTY at the JDC.

NOW, THEREFORE, in consideration of the mutual undertakings within this contract, __ XXXXX _ and HOUSTON COUNTY hereby agree as follows:

I. TERM OF CONTRACT

This AGREEMENT shall be effective upon the date the final required signature is obtained by both parties and shall remain in effect until _____, ____202____, unless cancelled pursuant to the provisions set forth in VI. Suspension/Termination below.

II. HOUSTON COUNTY'S DUTIES

HOUSTON COUNTY agrees to provide for the secure custody, care, and safe keeping of __ XXXXX _ juvenile detainees in accordance with the Minnesota Department of Corrections and the Minnesota Department of Human Services rules, regulations, and procedures and other state laws or court orders applicable to the operations of the JDC facility. Specifically, HOUSTON COUNTY agrees to provide Juvenile Detention Services:

A. _____ reserved bed(s) per day for the duration of this contract.

- B. HOUSTON COUNTY may offer non-reserved beds to ___ XXXXX ___ should HOUSTON COUNTY have capacity to do so and ___ XXXXX ___ have a need for such on an as needed basis.
- C. HOUSTON COUNTY will accept juveniles presented as _ XXXXX _ County juvenile detainees from authorized ___ XXXXX ___ personnel only.
- 1) HOUSTON COUNTY shall admit juveniles transported to the HOUSTON COUNTY JDC by ___ XXXXX ___ referring representative who has a court order, warrant, or arrest hold provided that the juvenile meets the established criteria for secure detention as defined by statute.
 - 2) HOUSTON COUNTY may refuse admission of a juvenile if the juvenile cannot be physically maintained at the JDC because, in the reasonable belief of JDC staff, the admission would threaten the physical safety of the juvenile, JDC staff or other juvenile detainees. It is understood that some youth may not be able to be maintained due to behavior or mental health conditions.
 - 3) JDC staff will review the admission of juveniles on a case-by-case basis based upon applicable federal, state, and Minnesota Department of Corrections rules/procedures. This includes reviewing the admissibility of juveniles who have consumed alcohol.
 - 4) HOUSTON COUNTY agrees to admit juveniles without prescribed medications provided that ___ XXXXX ___ referring representatives provide JDC staff with documentation of attempts to obtain medication.
- D. HOUSTON COUNTY will provide appropriate detainee clothing if necessary. Note: HOUSTON COUNTY shall dispose of any unclaimed juvenile detainee property 30 days after the detainee's release.
- E. HOUSTON COUNTY will provide the necessary and appropriate dietary program for each juvenile detainee, which shall include three dietician-approved meals each day.
- F. Medical and Dental Services
- Except in the event of a medical emergency, JDC staff shall notify ___ XXXXX ___ and obtain prior written authorization for the removal and transporting of a ___ XXXXX ___ detainee for offsite medical services.
- 1) Non-emergency Treatment:
In the event of a medical emergency JDC staff shall notify ___ XXXXX ___ of the medical emergency as soon as practicable to do so. In the event a juvenile placed with the JDC pursuant to this contract needs non-emergency medical treatment, JDC staff shall contact ___ XXXXX ___ and inform them of the juvenile's need for care. _ XXXXX _ will provide transportation for the juvenile needing care to the

medical provider. HOUSTON COUNTY will provide transportation for the juvenile detainee if transportation is available. The fee for transportation by HOUSTON COUNTY is one hundred dollars (\$100) per hour.

2) Emergency Treatment:

In the event a juvenile placed with the JDC pursuant to this contract requires emergency medical treatment JDC staff shall seek appropriate medical treatment for said juvenile detainee.

- a) If the treatment does not include hospitalization, JDC staff shall notify __ XXXXX __ staff by the next business day.
- b) If the treatment requires hospitalization, JDC staff shall notify __ XXXXX __ as soon as reasonably possible. HOUSTON COUNTY shall be responsible for guard services for a reasonable time (not to exceed three (3) hours unless mutually agreed upon by the parties) until __ XXXXX __ is able to assume these duties.

3) HOUSTON COUNTY will promptly forward all bills for medical services from third parties to __ XXXXX __ upon receipt.

G. Interpreter Services

The JDC shall use their interpreter services. The cost for such services will be billed to __ XXXXX __ monthly.

H. Records and Reports

HOUSTON COUNTY shall have available all detention reports required under Minnesota law and provide said reports to upon request. The parties shall comply with Minnesota Rule Juvenile Procedure §5 and with other terms mutually agreed upon regarding reports.

III. __ XXXXX __'S DUTIES

- A. __ XXXXX __ shall be responsible for medical, dental, and psychiatric bills relative to __ XXXXX __'s juvenile placements. HOUSTON COUNTY shall have no responsibility for any payment or billing.
- B. __ XXXXX __ shall be responsible for providing hospital guard services for juveniles who require hospitalization unless otherwise agreed to by the parties.
- C. __ XXXXX __ shall be responsible for meeting the requirement to file a finding of probable cause for detention of juveniles detained under this agreement, where the juvenile will be detained at the facility for longer than forty-eight (48) hours.
- D. Delivery of juvenile detainees. __ XXXXX __ shall:

- 1) Provide legal documentation to justify detention of persons within the time limit set by statutory and judicial guidelines. If legal time limits are not met by __ XXXXX __,

XXXXX shall take immediate custody of the detainee, or detainee shall be released from the JDC.

- 2) Notify in writing (Health Transfer Form), JDC staff of any special medical requirements of detainee before the detainee is accepted by the JDC.
- 3) Notify JDC in writing of any special dietary requirements of a detainee prior to the detainee being accepted by the JDC.

E. Transportation. _XXXXX_ shall provide transportation and security for juvenile detainees to or from the JDC.

- 1) When transporting a juvenile to or from the JDC the _XXXXX_ referring representative shall call the JDC at least thirty (30) minutes prior to the estimated time of arrival.
- 2) Within a reasonable time after a hearing on the continued detention of a juvenile detained at the JDC, _XXXXX_ staff shall notify JDC staff whether the juvenile will return to the JDC for further detention.
- 3) _XXXXX_ may by mutual agreement arrange for HOUSTON COUNTY to transport _XXXXX_ detainees at the GSA mileage rate and HOUSTON COUNTY hourly rates set forth in Article II. F., herein.

F. _XXXXX_ shall be responsible to provide hospital guard services for juveniles who require hospitalization unless otherwise agreed to by both parties.

G. _XXXXX_ shall be responsible for medical, dental, and psychiatric bills relative to _XXXXX_ placements. HOUSTON COUNTY shall have no responsibility for any payment or billing.

IV. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration

All services performed and materials supplied by the JDC pursuant to this contract shall be paid by _XXXXX_ as follows:

- i. Reserved Bed(s): HOUSTON COUNTY shall be compensated at a rate of two hundred fifty dollars and no cents (\$250.00) per bed per day for each reserved bed.
- ii. Additional Beds: HOUSTON COUNTY shall be compensated at a rate of three hundred dollars and no cents (\$300.00) per day per bed on an as-needed, as available basis.

B. Payments

All payments shall be made payable to the Houston County Treasurer and delivered to the Houston County Sheriff, Room 116, 306 South Marshall Street, Caledonia, MN 55921.

- 1) Reserve Bed(s): _XXXXX_ shall pay HOUSTON COUNTY _____ dollars and _____ NO/100 cents (\$ _____ .00) within thirty (30) days of the execution of this CONTRACT for twelve (12) months for reserve bed(s).

- 2) Additional Beds and all other pre-approved and emergency expenses: HOUSTON COUNTY will provide XXXXXX an itemized invoice by the 15th day of the month for the preceding month's services and expenses set forth in this contract. All invoices are due and payable by the 15th day of the following month. Each payment should reference the HOUSTON COUNTY invoice by number and the billing month.

C. Corrected Invoices

XXXXXX shall notify HOUSTON COUNTY within ten (10) business days of receiving the invoice of any potential inaccuracies in the invoice. XXXXXX will promptly remit payment to HOUSTON COUNTY within thirty (30) days of receiving any corrected invoice.

D. Contract Termination

In the event the agreement is terminated before the completion of services, XXXXXX shall pay HOUSTON COUNTY for services provided as of the date of termination notice by the party seeking to terminate this agreement.

V. AUTHORIZED REPRESENTATIVES

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

A. HOUSTON COUNTY's authorized representative for the purpose of administration of this CONTRACT is:

Name: Brian Swedberg
Houston County Sheriff
Address: 306 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-3379
E-Mail: Brian.Swedberg@co.houston.mn.us

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

Name:

Address:

Telephone:

E-Mail:

VI. SUSPENSION/TERMINATION

- A. Should conditions arise making it impractical or undesirable for the JDC to continue to house juvenile detainees in accordance with the provisions herein, HOUSTON COUNTY may temporarily suspend or restrict the number of ___ XXXXX _ detainees upon a minimum of a two-week written notice to ___ XXXXX _____. Should this event occur JDC staff shall provide regular updates to ___ XXXXX ____ as to the status of the suspension or limitation of services under this contract.
- B. This contract may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, HOUSTON COUNTY shall be entitled to all accrued compensation and reimbursement for expenses set forth herein.

VII. FORCE MAJEURE EVENT

A *Force Majeure Event* is any event or act of nature resulting in the damage or destruction of the JDC, labor difficulties, and other events or circumstances beyond the reasonable control of HOUSTON COUNTY which render its performance under this agreement impracticable. Upon the occurrence of a Force Majeure event HOUSTON COUNTY will promptly notify XXXXX of occurrence of the event, its effect on performance, and how long HOUSTON COUNTY expects the event to impact its performance of obligations. Thereafter HOUSTON COUNTY shall provide updates and information to XXXXX as reasonably necessary.

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure event.

VIII. ASSIGNMENT/SUBCONTRACTING

- A. HOUSTON COUNTY shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of _ XXXXX ____.
- B. HOUSTON COUNTY shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized representative of __ XXXXX _____. HOUSTON COUNTY shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of HOUSTON COUNTY used to perform any portion of this agreement shall report to and bill HOUSTON COUNTY directly. HOUSTON COUNTY shall be solely responsible for the breach, performance or nonperformance of any subcontractor.
- C. ___ XXXXX ____ is aware of and agrees to the use of Advanced Correctional Healthcare, Inc. as a subcontractor as the JDC's medical provider for juvenile detainees in the JDC.

IX. LIABILITY

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association between _____ and HOUSTON COUNTY.

JDC employees at all times remain under the direction and supervision of HOUSTON COUNTY. ___ XXXXX ___ employees at all times remain under the direction and supervision of ___ XXXXX ___. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Each party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees and expenses of defense, which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

___ XXXXX ___ agrees to reimburse HOUSTON COUNTY for all Workers' Compensation claim expenses related to injuries incurred by HOUSTON COUNTY employees while transporting and escorting ___ XXXXX ___ detainees at ___ XXXXX ___'s direction to non-JDC locations.

X. GOVERNMENT DATA PRACTICES

The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the JDC and ___ XXXXX ___ in accordance with this contract, as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the JDC in accordance with this contract.

HOUSTON COUNTY will not release any data it collects, maintains, or generates by or on-behalf of _ XXXXX ___. Further, HOUSTON COUNTY will notify ___ XXXXX ___ within two business days of any request it receives to release data for which ___ XXXXX ___ is responsible.

In the event HOUSTON COUNTY receives a request to release the data regarding XXXXX detainees, HOUSTON COUNTY should immediately notify XXXXX. XXXXX will provide HOUSTON COUNTY instructions concerning the release of the data to the requesting party before the data is released. _ XXXXX ___ agrees to provide HOUSTON COUNTY instructions concerning the release of data to the requesting party before the data is released.

In the event of a data security breach HOUSTON COUNTY shall fully and immediately comply with applicable state and federal laws and shall take the appropriate steps to remedy such data breach.

XI. AMENDMENTS

The parties agree that no change or modification to this contract, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this contract. The execution of the change shall be authorized and signed in the same manner as this contract, or according to other written policies of the original parties.

XII. NOTICES

All notices shall be provided by the parties shall be in writing and delivered to the authorized representatives of HOUSTON COUNTY and XXXXXX at its address stated herein.

XIX. AUDIT

Pursuant to Minn. Stat. §16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the JDC relative to this agreement shall be subject to examination by XXXXXX and the Office of the Minnesota State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be generated and maintained by HOUSTON COUNTY for a minimum of six (6) years following termination of this contract for such auditing purposes. The retention period shall be automatically extended during any administrative or judicial action involving HOUSTON COUNTY and XXXXXX regarding matters to which the records are relevant.

XX. CONTROLLING LAW

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this contract, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within Houston County, Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota.

XXI. SEVERABILITY

In the event any provision of this contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail in its purpose. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

XXII. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein, and that this agreement supersedes all oral agreements and negotiations between the

parties relating to the subject matter hereof as well as any previous agreements presently in effect between _ **XXXXX** ___ and HOUSTON COUNTY relating to the subject matter hereof.

XXIII. SURVIVAL OF TERMS

The following clauses survive the expiration, cancellation or termination of this contract: Liability, Government Data Practices Act, Audit, Severability, Entire Agreement, and Controlling law.

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

APPROVED:

HOUSTON COUNTY

By: (authorized signatures)

APPROVED:

_____ **COUNTY**

By: (authorized signatures)

Brian Swedberg Date
Houston County Sheriff

[Insert Name] Date
[Insert Title]

[Insert Name] Date
[Insert Title]

**APPROVED AS TO FORM
AND CONTENT:**

By:

**APPROVED AS TO FORM
AND CONTENT:**

By:

Samuel Jandt Date
Houston County Attorney

[Insert Name] Date
_____ County Attorney

Houston County

Agenda Request Form

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

Date Submitted: 9/26/2024

Person requesting appointment with County Board: Amelia Meiners

Issue:

CUP Approval/Denial: 1) CUP for Bruce Mann to place a dwelling on less than 40 acres in Black Hammer Township.

Justification:

Action Requested:

Final Approval/Denial by the County Board. (Agenda, Hearing Notice, Findings and Staff Report are attached.)

For County Use Only

Reviewed by:

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

Recommendation:

Decision:

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

**HOUSTON COUNTY
BOARD OF ADJUSTMENT
AND
PLANNING COMMISSION
Thursday, September 26, 2024**

***Hearings are in the Houston County Commissioner's Room.
Please enter through the west entrance. Doors will open at 4:45 pm.***

BOARD OF ADJUSTMENT

Approve Minutes of July 25, 2024

VARIANCE HEARING:

- 5:00 pm ***Michael & Becky Schansberg – Caledonia Township***
- 1) Variance to reduce side yard setback requirements to relocate an existing accessory structure (14.8 Subd. 1).
 - 2) Variance to reduce side yard setback requirements for an existing accessory structure (14.8 Subd. 1).
 - 3) Variance to reduce rear yard setback requirements for a proposed accessory Structure (14.9 Subd. 1).

PLANNING COMMISSION

Approve Minutes for July 25, 2024

CONDITIONAL USE HEARING:

- 5:30 pm ***Winona Homes on behalf of Bruce Mann – Black Hammer Township***
- Conditional Use Permit to place a dwelling in the Agricultural Protection District (Section 14 – 14.3 Subdivision 1, Subsection 10).

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Winona Homes on behalf of Bruce Mann, 21888 Braaten Drive, Spring Grove, MN 55974, for a Conditional Use Permit to have a dwelling in the agricultural district (Section 14 – 14.3 Conditional Uses, Subdivision 1, Subsection 10) in Black Hammer Township on the following premises, to-wit:

PT E1/2 SE1/4 SE1/4, Section 32, Township 102, Range 7, Houston County, Minnesota
(Parcel 01.0351.001)

Said applicants are standing and making application as fee owner of said described lands.

A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 5:30 p.m. on Thursday, September 26, 2024.

All persons having an interest in the matter will be given the opportunity to submit comments relative to the granting or denying of said application or attend the hearing. To be included for review by the Planning Commission prior to the meeting, comments should be mailed to the Environmental Services Dept., 304 South Marshall Street – Room 209, Caledonia, MN 55921, or emailed to amelia.meiners@co.houston.mn.us, and must be received by Tuesday, September 17, 2024. All comments are considered public record.

HOUSTON COUNTY PLANNING COMMISSION

By Amelia Meiners
Zoning Administrator

ADV: September 11, 2024

01.0349.000 NE SE
OTTERNESS,
GARY W & DIANE

01.0350.000
DE GRAAF,
WILLIAM

01.0352.000
FRYDENLUND,
MAURINE V

SE SE

01.0351.000
WISTE, TRUMAN

01.0351.001
MANN,
BRUCE

NW SW

NE SW

01.0366.000
BUNGE, WAYN
& MARIAN

01.0367.000
DE GRAAF,
WILLIAM

SW SW

SE SW

BRAATEN DR

NE NE

13.0043.000
DETERS, JOHN L

NE

NW NW

13.0042.000
DETERS, JOHN L
NW

NE NW

13.0040.000
ALBAUGH,
BRIAN

13.0041.001
GULBRANSON,
DENNIS & BARBARA

13.0041.000
GULBRANSON,
DENNIS & BARBARA

SE NE

SW NW

SE NW



HOUSTON COUNTY ENVIRONMENTAL SERVICES

Solid Waste • Recycling • Zoning
304 South Marshall Street - Room 209, Caledonia, MN 55921
Phone: (507) 725-5800 • Fax: (507) 725-5590



STAFF REPORT 9/18/2024

Application Date: 9/4/24
Hearing Date: 9/26/2024
Petitioner: Bruce Mann
Reviewer: Amelia Meiners
Zoning: Ag Protection
Address: 21888 Braaten Dr
Township: Black Hammer
Parcel Number: 10351001
Submitted Materials: CUP Application, Supplemental Information

OVERVIEW

REQUEST

The applicant is seeking a Conditional Use Permit to build a dwelling on less than 40 acres in the agricultural protection district.

SUMMARY OF NOTEWORTHY TOPICS

This is a 3.77-acre parcel off Braaten Drive in Black Hammer Township that was split in 2018. An agricultural building was permitted here in 2020 and a well was drilled in 2023. Except for what remains timber, this area was agricultural field prior to the construction of the agricultural building.

The Houston County Zoning Ordinance (HCZO) 14.3 subd.1 (10) requires the following:

(10) Dwellings. Single-family non-farm dwellings subject to the following:

- (a) No more than one (1) dwelling per quarter-quarter section.*
- (b) Non-farm dwellings built after the adoption of this Ordinance shall be setback at least one-fourth, (1/4), mile from all feedlots, except as otherwise provided in this Ordinance.*
- (c) Non-farm dwelling units shall not be permitted on land which is of soil classifications of Class I-III soils rated in the Soil Survey - Houston County by the U. S. D. A. Natural Resource Conservation Service, except in cases where the land has not been used for the production of field crops or enrolled in a government program whereby compensation is received in exchange for the removal of an area from production, for a period of ten years or more.*
- (d) Non-farm dwelling units shall only be permitted on sites considered Buildable Lots as defined by this Ordinance, and shall not be permitted in areas classified wetlands, flood plain, peat and muck areas and other areas of poor drainage. Non-farm dwelling units shall not be permitted on land*

which has a slope of twenty-four (24) percent or greater. All non-farm dwellings must have an erosion control plan as required by Section 24.

(e) Non-farm dwelling units shall be required to be located on lots having ownership of at least thirty-three (33) feet of road frontage on a public roadway or a legally recorded perpetual access at least thirty-three (33) feet wide from an existing public roadway and a minimum lot area of one (1) acre.



Figure 1. View of the proposed house location from Braaten Drive. The dwelling will sit just south of (in front of) the existing shed.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Black Hammer Township and the ten nearest property owners were notified. No comments were received.

SITE CHARACTERISTICS

The SE ¼ SE ¼ of Section 32 is an open quarter-quarter with adequate road frontage and an existing driveway that meets requirements. Since this is a non-farm dwelling and has been used as tillable acreage within the last ten years, a dwelling cannot be located on prime agricultural soils, but the soils here are 401D which is class IVe. The septic system was permitted earlier this year and was installed already. There is no floodplain, wetland, shoreland, or bluff concern. The closest intermittent stream is approximately 900 feet to the north which flows to Riceford Creek. Slopes at the building site are 17-23% and careful adherence to the approved erosion control plan will be necessary to ensure there is no runoff during construction that may impact the septic system or neighboring property below. There are no feedlots or mine operations in the proximity and it meets the buildable lot standard. The surrounding properties are managed forest, tillable acreage and a couple farm dwellings.

EVALUATION

Section 11.05 of the Houston County Zoning Ordinance requires the following:

Subdivision 1. Findings. The Planning Commission shall not recommend a conditional use permit unless they find the following:

1. That the proposed use conforms to the County Land Use Plan.

Staff Analysis: The Land Use Plan makes numerous references to preserving prime agricultural land and the fact that non-farm dwellings are only allowed on marginal ground promotes this goal.

2. That the applicant demonstrates a need for the proposed use.

Staff Analysis: The applicant has family in this area and would like to establish a permanent residence here.

3. That the proposed use will not degrade the water quality of the County.

Staff Analysis: The largest pollution potential with single family dwellings is adequate treatment of septage, but a septic system has already been permitted and installed.

4. That the proposed use will not adversely increase the quantity of water runoff.

Staff Analysis: The applicant will need to meet all requirements of their erosion control plan to address any runoff concerns before, during and after construction, but the addition of a single family dwelling should not adversely increase the quantity of water runoff.

5. That soil conditions are adequate to accommodate the proposed use.

Staff Analysis: The Soil Survey – Houston County identifies slope as the main limitation for building sites on 401D soils due to it requiring extensive land shaping and recommends that the building be designed to conform to the natural slope of the land.

6. That potential pollution hazards have been addressed and that standards have been met.

Staff Analysis: Adequate treatment of septage is likely the biggest potential pollution hazard, but a septic system meeting minimum state requirements has been permitted and installed.

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Staff Analysis: This is an existing developed site so many utilities are present. If any new installations are necessary, all costs are the responsibility of the applicant.

8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Staff Analysis: There is sufficient off-street parking to accommodate typical residential use.

9. That facilities are provided to eliminate any traffic congestion or traffic hazard which may result from the proposed use.

Staff Analysis: N/A

10. That the Conditional Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

Staff Analysis: The primary use of surrounding acreage is agricultural and the addition of a dwelling will not impact the ability to continue to use those properties in that manner.

11. That the establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.

Staff Analysis: The surrounding predominant use is agricultural fields. This dwelling meets the density standard and will not impact surrounding agriculture.

12. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Staff Analysis: N/A

13. That the density of any proposed residential development is not greater than the density of the surrounding neighborhood or not greater than the density indicated by the applicable Zoning District.

Staff Analysis: This request meets the required agricultural protection district density limitations.

14. That the intensity of any proposed commercial or industrial development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable Zoning District.

Staff Analysis: N/A

15. That site specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare.

Staff Analysis: A non-farm dwelling should not negatively affect the public's health, safety, morals and general welfare.

RECOMMENDATION

The Planning Commission must consider the criteria above. Should the permit be granted, staff recommend requiring the following conditions:

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.

Proposed motion: Recommend granting of a Conditional Use Permit for a single-family dwelling on under 40 acres with the two conditions.

Conditional Use
Request
2024-CUP-305007

Amount Paid
\$0.00

Applicant
Winona Homes

Created
August 29, 2024

Number
2024-CUP-
305007

MANN,BRUCE | 010351001 |
Black Hammer
Submitted by Winona Homes
on 8/29/2024



Applicant

Winona Homes

wade@winonahomesinc.com

Search Parcel Data Completed On Thursday, August 29, 2024 at 11:31 AM CDT by Winona Homes

ParcelID	Address	City	OwnerName	Acres
010351001	21888 BRAATEN DR	SPRING GROVE	MANN,BRUCE	3.770

CONDITIONAL USE INTRO Completed On Thursday, August 29, 2024 at 11:31 AM CDT by Winona Homes

A Conditional Use is a land use or development that would not be appropriate generally but may be allowed with appropriate restrictions as provided by official controls upon a finding that specific criteria are met, as outlined in Section 6.5 of the ordinance.

When submitting an application, the information requested in this form is required. You may be asked to provide additional information as deemed necessary by the Zoning Office, the Planning Commission, or the County Board.

A non-refundable application fee and recording fee are required before an application is considered complete.

Prior to completing this form, a pre-application meeting with County Zoning is strongly recommended.

Application Fee:

Conditional Use Application Fee

\$700.00

Recording Fee:

Recording Fee

\$46.00

Application Type:

Conditional Use

APPLICANT INFORMATION Completed On Thursday, August 29, 2024 at 11:33 AM CDT by Winona Homes

Applicant Name

MANN,BRUCE

Parcel Tax ID

010351001

Telephone Number

307-751-6826

Address

21888 BRAATEN DR

City

SPRING GROVE

Zip

55974

Legal Description

PT E1/2 SE1/4 SE1/4 DOC 292124

Section-Township-Range

32-102-007

Do you own additional adjacent parcels

No

Township of:

Black Hammer

Applicants are required to inform township boards of their application. Please reference the table below and contact the official for your township.

I understand I am required to inform my township of my application.

Yes

Township Contacts

TOWNSHIP	NAME	PHONE
Black Hammer	Clayton Johnson	507-450-6384
Brownsville	Christine Novak	507-459-0636
Caledonia	Judith Massman	507-458-3294
Crooked Creek	David Winnes	507-542-4515
Hokah	Delayne Vogel	608-397-6516
Houston	John Beckman	507-896-3106
Jefferson	Anne Falken	320-493-8629
La Crescent	Jason Wieser	507-429-0133
Mayville	Erin Hammell	608-225-1830
Money Creek	Adam Florin	608-797-2515
Mound Prairie	Colleen Tracy	507-459-3573
Sheldon	Wayne Runningen	507-450-0065
Spring Grove	Mike Wiste	507-450-4638
Union	Craig Frederick	608-769-9541
Wilmington	Melissa Schroeder	608-780-3998
Winnebago	Luke King	507-725-8816
Winnebago	Joyce Staggemeyer	507-542-4637
Yucatan	Deb Dewey	507-896-3566

CONDITIONAL USE REQUEST Completed On Thursday, August 29, 2024 at 11:35 AM CDT by Winona Homes[Click here to view the Houston County Zoning Ordinance](#)

Describe in detail your request.

Install a modular home on basement.

Citation of Ordinance Section from which the Conditional Use is requested:

14.3 subdivision 1 (10)

Requested Dimension:

26'8" x 72'

Please upload any supporting documents:

CONDITIONAL USE FINDING OF FACTS Completed On Friday, August 30, 2024 at 1:03 PM CDT by Winona Homes[Click here to view the Houston County Zoning Ordinance](#)

Findings Required:

The Planning Commission shall not recommend a Conditional Use Permit unless they find that the requirements below are satisfied. As the applicant, it is your responsibility to demonstrate that your proposal satisfies these requirements. For each of the 15 criteria, please select the appropriate response and provide a detailed explanation.

1. That the proposed use conforms to the County Land Use Plan.

Yes

Comments:

Home meets all set backs except being on 40 acres

2. That the applicant demonstrates a need for the proposed use.

Yes

Comments:

requesting to build permanent residence

3. That the proposed use will not degrade the water quality of the County.

No

Comments:

N/A

4. That the proposed use will not adversely increase the quantity of water runoff.

No

Comments:

Will not increase quantity of water runoff

5. That soil conditions are adequate to accommodate the proposed use.

Yes

Comments:

Septic permit application has been done that involved site visit by county to look at soil

6. That potential pollution hazards have been addressed and standards have been met.

Yes

Comments:

Factory built homes are green built with very little waste off site

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Yes

Comments:

Erosion control permit application provided.

8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

N/A

Comments:

N/A

9. That adequate facilities are provided to eliminate any traffic congestion or traffic hazard which may result from the proposed use.

N/A

Comments:

N/A

10. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

No

Comments:

Normal modular home on basement meeting all boundary line set backs

11. That the establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.

No

Comments:

Already existing driveway that has been in use for existing garage.

12. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Yes

Comments:

Nothing out of the ordinary for home and basement install

13. That the density of any proposed residential development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable zoning district

No

Comments:

Standard 5/12 roof line modular home with 22' overhangs with vinyl siding and steel roof

14. That the density of any proposed commercial or industrial development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable zoning district.

N/A

Comments:

N/A

15. That site specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare.

Yes

Comments:

I'm not sure how to answer this.

SITE PLAN INFORMATION Completed On Friday, August 30, 2024 at 1:04 PM CDT by Winona Homes

A site plan MUST accompany all Applications. You may either upload a drawing or use the interactive map below.

Upload Site Plan

Bruce Mann permit stuff.pdf

Use the Interactive Map to Create a Site Plan. Map tools: Click the plus and minus buttons in the upper left of the map window, to zoom in/out. Navigation Mode - Scroll up to zoom in, scroll down to zoom out. Click and hold to pan around map. Text Mode - To place text on the map, click on the "Add Text" tool, click the place on the map where you would like the text to be displayed, then enter the text in the box that appears at the top of the screen, click ok to display the text on the map. Draw a point - Click once on the map where you would like the point to be. Draw a Line - Click once on map to start drawing a line, double click to stop drawing line. Draw a Polyline - Click once on map to start drawing a polygon, click map at each vertex and double click to finish polygon drawing. Draw a Rectangle - Click once on the map where you would like the rectangle to be. The rectangle will appear on the map. Click on the Select tool and click on the rectangle to resize (click an outside square and drag to resize), rotate (click, hold and drag the circle on top of the rectangle to rotate) or delete (click the rectangle and hit the delete button). Measure - Click once on map to start draw a line with a measurement, click map at each vertex and double click to finish drawing. If you double click near starting point area measurement will also be calculated. Undo Last Edit - Click tool to undo last drawing edit. Undo All Edits - Click tool to undo all drawing edits.

☐ Sketch Layer

☐ Reference Layer

☒ Mapproxy



Powered by Esri

Use the space below to Include site plan comments, if necessary

See attached PDF

APPLICATION SUBMITTAL Completed On Friday, August 30, 2024 at 1:05 PM CDT by Winona Homes

By checking this box, I grant Houston County access to my property for the purpose of evaluating this application.

Yes

By checking this box, I certified that I have notified my town board of my application.

Yes

By checking this box, I certify that the information provided in this application is true and accurate to the best of my knowledge.

Yes

Signature

Date Signed:

Check this box if Staff Signature on behalf of Applicant.

Email APPLICATION SUBMITTAL Completed On Friday, August 30, 2024 at 1:05 PM CDT by Winona Homes

RESEND EMAIL.

Delivered on Friday, August 30, 2024 at 1:05 PM CDT

Options

Send to the applicant? Yes

Send to members of the following roles:

Zoning

County Board

Recipients

To:

holly.feiten@co.houston.mn.us

amelia.meiners@co.houston.mn.us

robert.burns@co.houston.mn.us

eric.johnson@co.houston.mn.us

robert.schuldt@co.houston.mn.us

dewey.severson@co.houston.mn.us

wade@winonahomesinc.com

Subject: Parcel 010351001 Conditional Use Application Received

The information provided in your Conditional Use application has been received by the County. An application fee of \$700.00 payable to the Houston County Treasurer and a recording fee of \$46.00 payable to the Houston County Recorder are necessary to complete your application and are required before the application will be reviewed. Please send a separate check for each.

Houston County Planning and Zoning
304 S. Marshall Street, Room 209
Caledonia, MN 55921

Once payment is received your application will be reviewed and you will be contacted by staff.

Please call 507-725-5800 or email martin.herrick@co.houston.mn.us with any questions or concerns.

Number: 2024-CUP-305007

Workflow: Conditional Use Request

Description: MANN,BRUCE | 010351001 | Black Hammer

Created On: 8/29/2024

[View Application](#)

External Notes

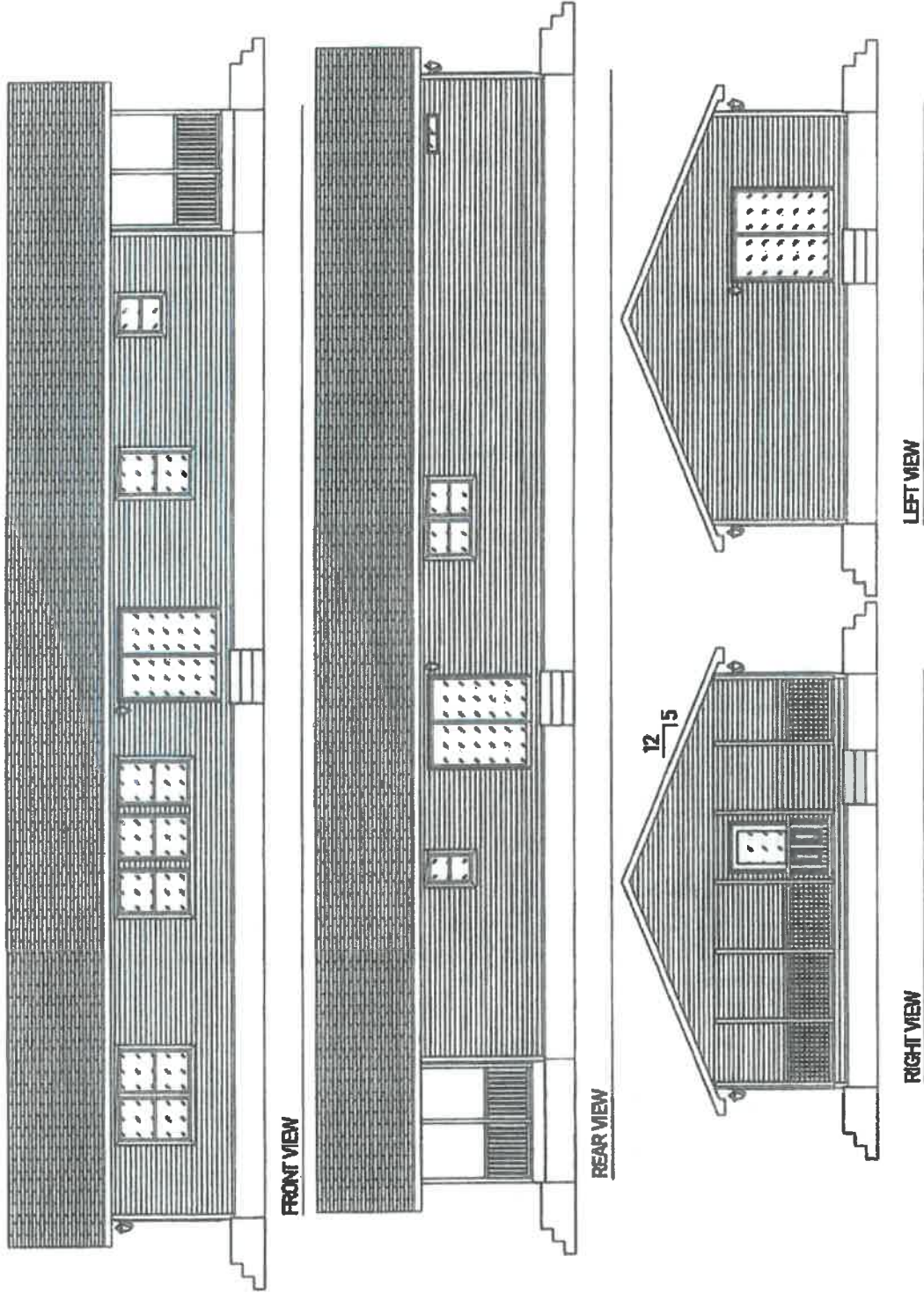
Documents

Documents

Internal Notes

Documents

Documents



NOTE: This is an artistic rendering. building materials may be optional or differ from what is shown.

Builder:	midcountry Homes	Address: 337 Liberty Street Dorchester, WI 54425	Callout: 2872	Revisions:	Scale: N.T.S.	Date: 08/19/2024	Q:et MANN	Model/Eng. No: 3WM1065-P5	Pg: 14
Title:	Elevations			Drawn By: JSCHULTZ	Reference: HX316-A		Dr: -HW SALES	EL	
							S/N 14M65		

FOUNDATION SHOWN MUST BE DESIGNED BY OTHERS TO THE SITE CONDITIONS. THIS INCLUDES SEISMIC DESIGN AND ATTACHING THE HOME TO THE FOUNDATION, ALONG WITH RESISTANCE TO LATERAL, LONGITUDINAL SHEAR, UPLIFT AND DOWNLIFT FORCES IN BOTH DIRECTIONS.

COLUMNS & FOOTINGS
MUST BE RATED TO
MEET THE CENTER
LINE LOADS LISTED

GROUND SNOW LOAD
50
PSF

Kip loads noted are based on allowable stress design (ASD).

Capacity of supports (columns, footings, etc.) must exceed noted Kip loads.

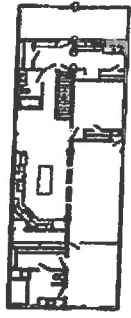
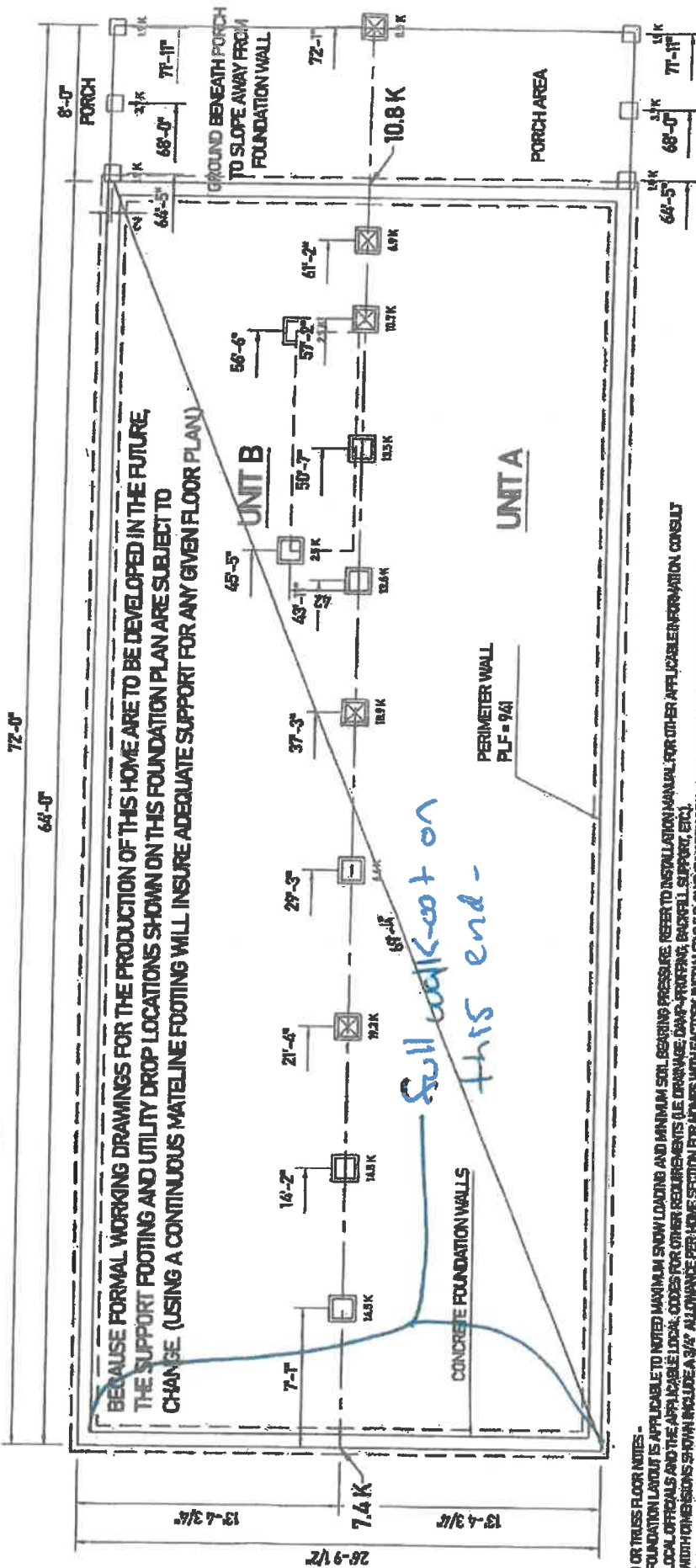
Any changes to this plan that effect the foundation in any way will be the sole responsibility of the builder/owner.

Footings size (in.)	1500 PSF	2000 PSF	2500 PSF
16x16x8	2.5K	3.4K	4.3K
20x20x8	4.0K	5.3K	6.7K
24x24x8	5.6K	7.4K	9.4K
30x30x12	8.5K	11.7K	14.8K
36x36x16	12.4K	16.7K	20.7K
42x42x16	16.5K	22.4K	27.2K
48x48x16	21.2K	N/A	N/A

* A 4" thick pre-cast footer of equivalent width and length may be used in place of a 6" thick cast in place footer.

Footer size must be designed by others to site conditions.

If noted Kip load exceeds capacities listed above



- 200 OR TRUSS FLOOR NOTES -
1. FOUNDATION LAYOUT IS APPLICABLE TO NOTED MAXIMUM SNOW LOADING AND MINIMUM SOIL BEARING PRESSURE. REFER TO INSTALLATION MANUAL FOR OTHER APPLICABLE INFORMATION. CONSULT LOCAL OFFICIALS AND THE APPLICABLE LOCAL CODES FOR OTHER REQUIREMENTS (IE DRAINAGE, DAMP-PROOFING, BACKFILL, SUPPORT, ETC.).
 2. WITH DIMENSIONS SHOWN INCLUDE A 3/4" ALLOWANCE PER HOME SECTION FOR HOMES WITH FACTORY-INSTALLED OSB. ON THE MARRIAGE WALL MATELINE. THIS ALLOWANCE TAKES INTO ACCOUNT THE 7/16" OSB MATERIAL. INSTALL ON EACH MARRIAGE WALL PLUS ALLOWANCE DUE TO OTHER FACTORS. IF HOME DOES NOT INCLUDE OSB ON THE MARRIAGE WALL, MATE LINE, FOUNDATION WIDTH IS TO BE SIZED EQUAL TO ACTUAL MANUFACTURED FLOOR WIDTH. LESSER DIMENSION IF SHOWN INDICATES ACTUAL FLOOR WIDTH. THESE DIMENSIONS DO NOT ALLOW FOR ANY VARIANCES THAT MAY OCCUR IN SITE INSTALLATION SUCH AS GAPPING, OFF CENTER SET OR OTHER FIELD-ENCOUNTERED VARIABLES. ANY ADJUSTMENTS NEEDED IN FOUNDATION WIDTH DUE TO SUCH VARIANCES ARE AT THE DISCRETION OF THE INSTALLER.
 3. FOR DIMENSIONS 6' OR OTHER FOUNDATION DESIGNS CONSULT A LOCAL PROFESSIONAL ENGINEER & YOUR LOCAL BUILDING OFFICIAL.
 4. SILL PLATE FASTENING TO BE PER INSTALLATION MANUAL, ANCHOR LOCAL CODES. SILL FASTENING REQUIREMENTS PER APPLICABLE WIND SPEED AND SEISMIC ZONES. SEE YOUR HOME DATA PLATE FOR APPLICABLE ZONES.
 5. CONCRETE COMPRESSIVE STRENGTH (FCI): 2500 PSI MINIMUM.
 6. CENTERLINE LINE SUPPORTS AND SPACING ARE BASED ON 60' 200'S SFR#2 ON EACH HALF (2-200'S TOTAL).
 7. FOUNDATION CONSTRUCTION AND THE DOWN REQUIREMENTS FOR HOMES LOCATED IN 90 MPH OR LESS WIND ZONES MAY USE APPLICABLE PRESCRIPTIVE CODES & GUIDELINES UNLESS NOTED OTHERWISE.

Builder: **midcountry Homes** Address: **337 Liberty Street** City: **Dorchester, WI 53425** Call: **2872** Revisions: **1/8" - 1/4"** Date: **08/19/2024** Cust: **MANN**

Title: **Foundation 2x10 Marriage Line with Stair** Drawn By: **J. SCHULTZ** Reference: **H316-A** Dir: **-HV SALES** SN: **14165**

Model/Eng. No.: **3W1065-P5** Pgs: **TWS-60#**

Homeowner Survey

- 1) Name (Owner) Bruce Mann
 • Name (Purchaser if applicable) _____
 • Preferred person of contact _____
- 2) Phone (Owner) 307-751-6826
 • Phone (Purchaser if applicable) _____
 • Preferred person number _____
- 3) Email Bruce.mann@Live.com
 • Preferred person email _____
- 4) Site Address 21888 Braaten Rd.
- 5) Mailing Address 86 Owl Creek Rd. Sheridan WY
- 6) County Hotston 82801
- 7) Township _____
- 8) Parcel ID 010351001
- 9) Number of Bedrooms 2
- 10) Dwelling
 • Dwelling Square Ft. 1707
 • Unfinished Square Ft. 1707
- 11) Number of Occupants in Dwelling: (Adults 1) (12-18) (0-11)
- Potential for high flow use (more than 10 people @ a time) yes / no
- Potential number of guests _____
- Duration for Potential guests _____

Water using devices in home

- | | | | |
|--------------------------------|-----------------|-----------------------------|-----------------|
| • Garbage Disposal | yes / <u>no</u> | Discharges to septic system | yes / no |
| • Dishwasher | <u>yes</u> / no | Discharges to septic system | <u>yes</u> / no |
| • Large Bathtub (> 40 gallons) | yes / <u>no</u> | Discharges to septic system | yes / no |
| • Clothes Washer | <u>yes</u> / no | Discharges to septic system | <u>yes</u> / no |
| ○ Average Loads Per Week _____ | | | |

Water using devices that should not enter the septic system*

- | | | | |
|-------------------------------|-----------------|-----------------------------|-----------------|
| • Iron Filter | yes / <u>no</u> | Discharges to septic system | yes / no |
| • Water Softener | yes / <u>no</u> | Discharges to septic system | yes / no |
| • High Efficiency Furnace | <u>yes</u> / no | Discharges to septic system | <u>yes</u> / no |
| • Sump Pump or Basin | yes / <u>no</u> | Discharges to septic system | yes / no |
| • Hot tub | yes / <u>no</u> | Discharges to septic system | yes / no |
| • Water Treatment (RO system) | yes / <u>no</u> | Discharges to septic system | yes / no |

- Floor, Roof, Footing Drains yes / no Discharges to septic system yes / no

**Homeowner needs to make all parties aware that steps need to be taken to remove all clear water sources from entering any part of the system. On existing dwellings, the homeowner needs to be aware that the addition of clear water sources into the system can drastically effect flows and may result in future issues if measures are not taken to divert such sources.*

Cleaning products, long term prescription drugs, anti-bacterial soaps (use of said products may have negative impacts on the performance and life of the system):

If existing home:

- Number of septic tanks _____ Capacity in gallons _____
 - Last time pumped _____ whom completed service _____
 - All tank locations are known yes / no
 - All tank location has access to grade yes / no
 - Have tanks ever frozen or failed yes / no
 - Sealed Wells / Cisterns Present yes / no
 - Placement of Sealed Wells / Cisterns is known yes / no
 - Well Depth _____ feet
 - Well Casing Depth _____ feet
 - Well Driller (if known) _____
- New septic*

***Unknown casing depth will affect the placement of system. Unknown casing depth would carry a 100' setback from system without verification.**

Type of Current System _____

Boundary Lines:

- Are property lines/corners established yes / no
 - If established, are they visible? yes / no
 - If no who will establish property lines? _____

In home business yes / no

- If yes – give and explanation of type of business

Seasonal dwelling yes no

- If yes – give a short explanation of anticipated use

○

After function, If applicable, what is the most important aspect of the system for you?

____ More aesthetically pleasing with potential for a higher overall cost

____ Budget friendly location with the potential to be less aesthetically pleasing

*Helpful link for homeowner: <https://septic.umn.edu/septic-system-owners>

Homeowner Printed Name: Bruce Mann

Homeowner Signature: Bruce Mann









Date: 7/13/24




Overview



Legend

-  Parcels
-  Corporate Limits
- Roads**
 -  FEDERAL HIGHWAY
 -  STATE HIGHWAY
 -  COUNTY HIGHWAY
 -  TOWNSHIP ROAD
 -  MUNICIPAL ROAD
-  Political Townships

Parcel ID	010367000	Alternate ID	n/a	Owner Address	DE GRAAF, WILLIAM
Sec/Twp/Rng	33-102-007	Class	101 - AGRICULTURAL		LINDA R DONOGHUE
Property Address	21754 BRAATEN DR	Acreage	80.0		21754 BRAATEN DR
	SPRING GROVE				SPRING GROVE, MN 55974
District	BLHMT/SD297/FD9				
Brief Tax Description	W1/2 SW1/4 DOC #233847 4				
	(Note: Not to be used on legal documents)				

Date created: 6/4/2024
Last Data Uploaded: 6/3/2024 9:31:54 PM
Developed by  **Schneider**
GEO SPATIAL

New House
1 acre



Overview



Legend

-  Parcels
-  Corporate Limits
- Roads**
 -  FEDERAL HIGHWAY
 -  STATE HIGHWAY
 -  COUNTY HIGHWAY
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Date created: 6/4/2024

Last Data Uploaded: 6/3/2024 9:31:54 PM

Developed by  **Schneider**
GEO SPATIAL

Houston County Agenda Request Form

Date Submitted: September 24, 2024

Board Date: October 1, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval to sign the State Grant Offer/Agreement for State funding to conduct the aeronautical survey for the RNAV approach. On May 7, 2024, the Board approved the workorder with Bolten and Menk to provide the work for the survey and on September 17, 2024 approved Federal grant. The funding split for this grant agreement is \$84,600 Federal/\$4,600 State / \$4,600 Local.

Attachments/Documentation for the Board's Review:

State of MN Grant Agreement, Resolution

Justification:

Without this approval, the county will pay the state and local costs for the plan.

Action Requested:

Approval of Grant Agreement and Resolution.

For County Use Only

Reviewed by:

<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.

RESOLUTION 24-38

**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. 1058046,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A2801-35 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 1st day of
O c t o b e r , 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 on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31,2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **A2801-35**, 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; **Exhibit 'C'** – Cost Split

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>
AIP - AGIS Airport Airspace Analysis	90%	5%	5%
Federal Committed:	\$ 84,600.00		
State:	\$ 4,700.00		
Grantee:	\$ 4,700.00		

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

4.2 **Travel Expenses.** Blank

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 **\$4,700.00**.

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by Credit Application via email. 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 basis as needed.

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

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

[The remainder of this page has intentionally been left blank.]

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by
Minn. Stat. 16A.15 and 16C.05.

By:

Date:

SWIFT Contract # _____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION, as delegated

By:

Date:

MnDOT CONTRACT MANAGEMENT, for form and execution

By:

Date:

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: _____

Date: _____

By: _____

Title: _____

Date: _____



**HOUSTON COUNTY
DEPARTMENT OF TRANSPORTATION**

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

May 15, 2024

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

RE: Grant Application - REVISED
Houston County Airport (CHU)
AGIS Airport Airspace Analysis (AAA)

Dear Mr. Bourassa:

Please find enclosed the signed professional service agreement, FAA cost-price analysis, FAA Form SF-424, and FAA Form 5100-100 for the project at the Houston County Airport in Caledonia, Minnesota.

The project involves completion of an AGIS Airport Airspace Analysis survey on Runway 13/31 for development of an approach procedure.

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

ENGINEERING	TOTAL	FAA (90%)	STATE (5%)	LOCAL (5%)
AGIS AAA SURVEY - BMI	\$94,000.00	\$84,600.00	\$4,700.00	\$4,700.00
TOTAL ENGINEERING:	\$94,000.00	\$84,600.00	\$4,700.00	\$4,700.00

Houston County requests a **Federal AIP** grant agreement in the amount of **\$84,600.00** 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 Pogodzinski, P.E.
County Engineer

cc: Sean Johnston, FAA
Kyle Sebesta, FAA
Brian Conklin, MnDOT
Silas Parmar, Bolton & Menk, Inc.

Enclosures:

- Signed Professional Service Agreement
- FAA Cost-Price Analysis
- FAA Form 5100-100
- FAA Form SF-424

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: _____

Construction	Description	Total	Funding Rates		Federal	State	Local							
			Federal 90%	State 5.0%										
					\$ -	\$ -	\$ -							
	CONSTRUCTION SUBTOTAL	\$ -			\$ -	\$ -	\$ -							
Engineering	Description	Total	Federal 90%	State 5.0%	Federal	State	Local							
								AGIS AAA SURVEY BMI	\$ 94,000.00			\$ 84,600.00	\$ 4,700.00	\$ 4,700.00
												\$ -	\$ -	\$ -
								ENGINEERING SUBTOTAL	\$ 94,000.00			\$ 84,600.00	\$ 4,700.00	\$ 4,700.00
Administration	Description	Total	Federal 90%	State 5.0%	Federal	State	Local							
												\$ -	\$ -	\$ -
								ADMINISTRATION SUBTOTAL	\$ -			\$ -	\$ -	\$ -
								Total (before adjustments)	\$ 94,000.00			\$ 84,600.00	\$ 4,700.00	\$ 4,700.00
								Grant Amounts	\$ 94,000.00			\$ 84,600.00	\$ 4,700.00	\$ 4,700.00
	Overall Share Percentages				90.00%	5.00%	5.00%							

Houston County Agenda Request Form

Date Submitted: September 24, 2024 Board Date: October 1, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Request Board approval to accept the quote from Saxon Fleet Services in the amount of \$54,838.00, plus taxes, title and fees, for a 1-ton flat bed pickup. We anticipate the sale of unit 3152 for an estimated \$24,000.

Attachments/Documentation for the Board's Review:

1 ton Flat Bed pickup quote from Saxon Fleet Services and abstract.

Justification:

This purchase allows the County to keep up the proper life cycle of our equipment and to maximize sale and trade-in values.

Action Requested:

Accept the quote from Saxon Fleet Services in the amount of \$54,838.00

For County Use Only			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ 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. o 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.

HOUSTON COUNTY HIGHWAY DEPARTMENT

1 Ton PICKUP QUOTES

Vendor Year	ROSEVILLE MIDWAY FORD 2024 F350 4X4 REGULAR CAB 84" CA DRW XL F3H	SAXON FLEET SERVICES 2025 CHEVROLET SILVERADO 3500 HD 4WD REG CAB 84.5" WORK TRUCK	N
Equipment			CHEVRC REG C
Cash Price	\$ 61,030.08	\$ 54,838.00	\$
Total	\$ 61,030.08	\$ 54,838.00	\$
MN Use Tax 6.875%	4,195.82	3,770.11	
Taxes	4,195.82	3,770.11	
Transit tax			
License Fees	84.25	?	
Service Doc Fee	275.00	?	
Title Transfer Fee			
Fees	359.25	-	
Grand Total	\$ 65,585.15	\$ 58,608.11	\$

Houston County

Prepared For: Jordan Goeden


FAN 402126

[Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA Work Truck

Image Not Available

2025 Price	\$54,838.00
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Does not include any Minnesota State taxes,
title, or registration fees or Fed Excise Tax or
dealer DOC fees

[Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA Work Truck
( Complete)

Price Summary

PRICE SUMMARY	
	Invoice
Base Price	\$46,679.29
Total Options	\$11,656.48
Vehicle Subtotal	\$57,189.68
Dealer Advertising Adjustment	\$0.00
Destination Charge	\$1,895.00
Grand Total	\$59,184.68

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 22883, Data updated Jul 7, 2024 7:34:00 PM PDT

[Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA Work Truck
( Complete)

Selected Model and Options

MODEL		
CODE	MODEL	Invoice
CK31403	2025 Chevrolet Silverado 3500HD CC 4WD Reg Cab 171" WB, 84.5" CA Work Truck	\$46,070.20

COLORS	
CODE	DESCRIPTION
GXD	Sterling Gray Metallic

OPTIONS		
CODE	DESCRIPTION	Invoice
—	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00
5N5	Rear Camera Kit. Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com	\$66.43
9L3	Spare tire delete	\$0.00
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com.	\$136.50
A2X	Seat adjuster, driver 10-way power including lumbar (Requires (H0U) Jet Black interior, (KI4) 120-volt power outlet and either (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	\$263.90
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	Inc.
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00
BHP	Winter Grille Cover (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DWI) trailer mirrors.)	Inc.
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, (U12) perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]), Black (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package. Includes (DD8) auto-dimming rearview mirror.)	\$409.50
FE9	Emissions, Federal requirements	\$0.00

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[Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA Work Truck
(✔ Complete)

OPTIONS

CODE	DESCRIPTION	Invoice
GU6	Rear axle, 3.42 ratio (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.
GXD	Sterling Gray Metallic	\$0.00
H0U	Jet Black, Cloth seat trim (Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00
K05	Engine block heater (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.
K40	Exhaust brake (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.
KI4	Power outlet, interior, 120-volt (400 watts) (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	\$136.50
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep Package. Free flow on (L8T) 6.6L V8 gas engine.)	Inc.
L5P	Engine, Duramax 6.6L Turbo-Diesel V8 B20-Diesel compatible, (470 hp [350.5 kW] @ 2800 rpm, 975 lb-ft of torque [1322 Nm] @ 1600 rpm) (Regular Cab model requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package. Included with (PCK) Ambulance / Fire / Rescue Package.)	\$8,635.90
MGM	Transmission, Allison 10-speed automatic (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Not available with (PTO) Power Take-off.)	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (VYU) Snow Plow Prep Package.)	\$136.50
PCV	WT Convenience Package includes (AKO) tinted windows and (C49) rear-window defogger (Not available with (ZLQ) WT Fleet Convenience Package.)	\$386.75
PYW	Wheels, 17" (43.2 cm) painted steel (STD)	\$0.00
QZT	Tires, LT235/80R17E all-terrain, blackwall (STD)	\$0.00
V46	Bumper, front chrome	\$91.00
VXH	LPO, Assist steps, chromed tubular, 6" rectangular (dealer-installed) (Not available with any other assist steps.)	\$773.50
Options Total		\$11,036.48

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Houston County Agenda Request Form

Date Submitted: September 24, 2024 Board Date: October 1, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Request Board approval to accept the quote from Lone Star Truck Parts in the amount of \$4,645.00 for a flat bed for the 1T pickup.

Attachments/Documentation for the Board's Review:

Flat Bed pickup abstract.

Justification:

This purchase will needed if the 1T pickup is approved.

Action Requested:

Accept the quote from Lone Star Truck Parts in the amount of \$4,645.00

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. o 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.

HOUSTON COUNTY COURTHOUSE FLEET

QUOTES FOR FLATBED BOXES

Michaels Truck Equipment		Michaels Truck Equipment		Frenchville Trailer Sale	
Knapheide PHHJ-115 Heavy Hauler Jr Series Steel Platform With Installation Steel with Wood		Knapheide PHHJ-115 Heavy Hauler Jr Series Steel Platform Without Installation Steel with Wood		Size: 96"W x 136"L, 84"CTA, 34" T on all beds	
For a 2025 Chevy 3500 DRW Chassis with a 84' CA		For a 2025 Chevy 3500 DRW Chassis with a 84' CA		*CM RD Steel Flatbed-Black: \$52 For a 2025 Chevy 3500 DRW Cha	
\$	7,555.00	\$	5,905.00	\$	
\$	7,555.00	\$	5,905.00	\$	

Houston County Agenda Request Form

Date Submitted: September 24, 2024 Board Date: October 1, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Request Board approval to accept the quote from Saxon Fleet Services in the amount of \$47,513.00, plus taxes, title and fees, for a 3/4-ton flat bed pickup. We anticipate the sale of unit 3171 for an estimated \$24,000.

Attachments/Documentation for the Board's Review:

3/4 ton Flat Bed pickup quote from Saxon Fleet Services and abstract.

Justification:

This purchase allows the County to keep up the proper life cycle of our equipment and to maximize sale and trade-in values.

Action Requested:

Accept the quote from Saxon Fleet Services in the amount of \$47,513.00

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. o 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.

HOUSTON COUNTY HIGHWAY DEPARTMENT

3/4 Ton PICKUP QUOTES

Vendor Year	ROSEVILLE MIDWAY FORD 2024	SAXON FLEET SERVICES 2025	NORTON
Equipment	F250 4X4 SUPERCAB - 6.75' BOX	CHEVROLET SILVERADO 2500 HD 4WD DOUBLE CAB 19" WORK TRUCK	2025 (4X4 DB
Cash Price	\$ 48,310.64	\$ 47,513.00	\$
Total	\$ 48,310.64	\$ 47,513.00	\$
MN Use Tax 6.875%	3,321.36	3,266.52	
Taxes	3,321.36	3,266.52	
Transit tax		?	
License Fees	84.25	?	
Service Doc Fee	200.00		
Title Transfer Fee			
Fees	284.25	-	
Grand Total	\$ 51,916.25	\$ 50,779.52	\$

Houston County

Prepared For: Jorden Goeden

FAN 402126

[Fleet] 2025 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck



2025 Price \$47,513.00

Does not include any Minnesota State taxes,
title, or registration fees or Fed Excise Tax or
dealer DOC fees


[Fleet] 2025 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (✔ Complete)

Price Summary

PRICE SUMMARY

	Invoice
Base Price	\$47,110.00
Total Options	\$8,458.45
Vehicle Subtotal	\$55,568.25
Dealer Advertising Adjustment	\$0.00
Destination Charge	\$1,095.00
Grand Total	\$52,558.25

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[Fleet] 2025 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck ( Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice
CK20753	2025 Chevrolet Silverado 2500HD 4WD Double Cab 149" Work Truck	\$47,110.80

COLORS

CODE	DESCRIPTION
G7C	Red Hot

OPTIONS

CODE	DESCRIPTION	Invoice
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	\$136.50
A2X	Seat adjuster, driver 10-way power including lumbar (Requires a Fleet or Government Sales Order. Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package, (H0U) Jet Black interior and (KI4) 120-volt power outlet.)	\$263.90
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	\$204.75
CGN	Chevytec spray-on bedliner Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (Z6A) Gooseneck/5th Wheel Prep Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Available with Ship Thru code (SQE) or (TCE), not available with any other Ship Thru code.)	\$495.95
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DWI) trailer mirrors. Not available with (DRZ) Rear Camera Mirror.)	Inc.
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, (U12) perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]) (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package. Includes (DD8) auto-dimming rearview mirror. (DD8) auto-dimming mirror will be upgraded to (DRZ) Rear Camera Mirror or (DRC) Partial video display rearview mirror when (UVO) Bed View Camera is ordered.)	\$600.60
FE9	Emissions, Federal requirements	\$0.00
G7C	Red Hot	\$0.00
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00
H0U	Jet Black, Cloth seat trim (On Work Truck requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package and (KI4) 120-volt power outlet. Only available with Fleet or Government order on Work Truck.)	\$0.00


Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 22883, Data updated Jul 7, 2024 7:34:00 PM PDT

[Fleet] 2025 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (✔ Complete)

OPTIONS

CODE	DESCRIPTION	Invoice
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00
JGC	GVWR, 10,350 lbs. (4695 kg) (STD) (Included and only available with CK20753 and (L8T) 6.6L V8 gas engine with 17" wheels or with CC20903 with (L8T) 6.6L V8 gas engine with 18", 20" or 22" wheels.)	\$0.00
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)	Inc.
KI4	Power outlet, interior, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	\$204.75
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00
MKM	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	\$0.00
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	\$136.50
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall (STD)	\$0.00
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.	Inc.
UD5	Front and Rear Park Assist, ultrasonic (Included and only available with (PQA) WT/CX Safety Package or (ZLQ) WT Fleet Convenience Package. Not available with (ZW9) pickup bed delete.)	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Not available with (ZW9) pickup bed delete.)	\$113.75
V46	Bumper, front chrome (Requires (VJH) Chrome rear bumper with (E63) Durabed, pickup bed. Available with (ZW9) pickup bed delete. Included with (PQA) WT/CX Safety Package.)	\$182.00
VJH	Bumper, rear chrome (Requires (V46) Chrome front bumper. Included with (PQA) WT/CX Safety Package.)	\$0.00
VQK	LPO, Molded splash guards, Black (dealer-installed) (Not available with (ZW9) pickup bed delete.)	\$204.75
VXH	LPO, Assist steps, chromed tubular, 6" rectangular (dealer-installed) (Not available with any other assist steps.)	\$773.50
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)	Inc.

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 22883, Data updated Jul 7, 2024 7:34:00 PM PDT

[Fleet] 2025 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck ( Complete)

OPTIONS

CODE	DESCRIPTION	Invoice
ZLQ	WT Fleet Convenience Package includes (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass (Requires a Fleet or Government Sales Order and (UD5) Front and Rear Park Assist. Not available with (PCV) WT Convenience Package. Note: Crew Cab and Double Cab models (DBG) outside power-adjustable vertical trailering with heated upper glass can be upgraded to (DWI) trailer mirrors or (DLN) outside heated power-adjustable, manual folding mirrors. Regular Cab models require (DWI) trailer mirrors or (DLN) mirrors.)	\$136.50
Options Total		\$3,453.45

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 22883, Data updated Jul 7, 2024 7:34:00 PM PDT

Houston County Agenda Request Form

Date Submitted: September 26, 2024 Board Date: October 1, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The Board previously approved the MnDOT Aeronautics grant for the state to fund 75% of the Clear Zone Acquisition Plan project cost through the State Airports Fund. The state identified that the grant participation rate was incorrect and it should have been 70% state, 30% local.

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 revised Grant Agreement and Resolution.

For County Use Only

Reviewed by:

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

Recommendation:

Decision:

All agenda request forms must be submitted to 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 1st day of
October, 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%	70%	30%

Federal Committed:	\$ 0.00
State:	<u>\$7,000.00</u>
Grantee:	<u>\$3,000.00</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 **\$7,000.00**.

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. _____

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

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

(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 #:
Description: Clear Zone Acquisition Plan (CZAP)
Date: 9/25/2024

Construction	Description	Total	Sta
		\$	-
		\$	-
		\$	-
CONSTRUCTION SUBTOTAL		\$	-

Engineering	Description	Total
	Bolton & Menk Professional Services - Runway 13/31 CZAP Proposal	\$ 10,000.00
		\$ -
		\$ -
ENGINEERING SUBTOTAL		\$ 10,000.00

Administration	Description	Total
		\$ -
		\$ -
		\$ -
ADMINISTRATION SUBTOTAL		\$ -

Houston County Agenda Request Form

Date Submitted: September 26, 2024

Board Date: October 1, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Two air condition units at the Meyer building are in need of replacement. The current units have been leaking fluid and the R-410A refrigerant used in these units is being phased out.

Attachments/Documentation for the Board's Review:

Quotes from Schmitz Refrigeration and Winona Controls

Justification:

The current units are nearing the end of their expected life and replacement is recommended.

Action Requested:

Approval of the low quote of \$10,570.54 from Schmitz Refrigeration, Heating, & A.C.

For County Use Only

Reviewed by:

____ County Auditor
____ Finance Director
____ IS Director

____ County Attorney
____ County Engineer
____ Other (indicate dept)

____ Zoning Administrator
____ Environmental Services

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.

9478 COUNTY 249
CALEDONIA, MN 55921

DATE _____

NAME / ADDRESS

Expiration Date

We hereby propose to furnish labor and materials in accordance with the above specifications.

SIGNATURE

Estimate prices are subject to change after 30 days from date of estimate.



108 Bissen Street • Caledonia, MN 55921 • 800-808-7360 • Fax: 507-724-5320 • www.winonacontrols.com

September 26, 2024

Greg Olson
Houston County Justice Center
Caledonia, MN

Re: Meyer Building Cooling

Greg,

We are happy to provide you with the following quote:

Provide and install 2 new Amana condensing units with new cased evaporator coils. The line sets will be reused. One unit replaced will be the older 4 – ton unit and the other will be the older 2 – ton unit.

Total Cost: \$12,100.00

Twelve Thousand One Hundred and no/100 Dollars.

Note: Lead time is 1week

Price Excludes: Repair of any other existing equipment malfunctions.

If you have any questions or need any additional information, please give me a call.

This quote is valid for 30-days from above date.

Proposed by: Troy Wingum
Print Name: Troy Wingum
Title: Project / Service Manager
Winona Controls, Inc.

Accepted by: _____
Print Name: _____
Title: _____
P.O. # _____

Commissioner Warrants 2024/10/01

Lynn Colsch

Thu 9/26/2024 11:55 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

2024/10/01 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
BOLTON & MENK INC	15,510.00
COMPUTER FORENSIC SERVICES LLC	19,105.00
DELTA DENTAL	6,265.68
ELECTION SYSTEMS & SOFTWARE INC	4,712.64
INSIGHT PUBLIC SECTOR	2,623.59
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	26,550.00
LAWRENCE LAKE MARINA	2,745.70
LIBERTY TIRE RECYCLING LLC	3,345.75
MASTER'S TOUCH INC/THE	7,715.74
MATHY CONSTRUCTION	16,629.01
MEDICA	192,082.40
MIDWEST MACHINERY CO	2,000.00
MINNESOTA ENERGY RESOURCES	2,170.12
MN LIFE INSURANCE COMPANY	2,506.24
MOTOROLA SOLUTIONS INC	8,424.50
NUTRIEN AG SOLUTIONS INC	3,996.28
TRANSPO INDUSTRIES INC	31,596.00
VERIZON WIRELESS	3,552.79
WIEBKE TIRE CO	4,631.20
	356,162.64
27 VENDORS PAID LESS THAN \$2000.00	14,328.52
	370,491.16
PUBLIC HEALTH & HUMAN SERVICES	183,877.12
	554,368.28

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

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: **Bruce Mann** DATE: **September 26, 2024**
C.U.P. REQUESTED: **Build a dwelling in an agricultural district.**

The Planning Commission shall not recommend a conditional use permit unless they find the following:

FINDINGS OF FACT

Section 11.05 of the Houston County Zoning Ordinance requires the following:

1. That the proposed use conforms to the County Land Use Plan.

Staff Analysis: The Land Use Plan makes numerous references to preserving prime agricultural land and the fact that non-farm dwellings are only allowed on marginal ground promotes this goal.

Board agreed to the finding by a unanimous vote.

2. That the applicant demonstrates a need for the proposed use.

Staff Analysis: The applicant has family in this area and would like to establish a permanent residence here.

Board agreed to the finding by a unanimous vote.

3. That the proposed use will not degrade the water quality of the County.

Staff Analysis: The largest pollution potential with single family dwellings is adequate treatment of septage, but a septic system has already been permitted and installed.

Board agreed to the finding by a unanimous vote.

4. That the proposed use will not adversely increase the quantity of water runoff.

Staff Analysis: The applicant will need to meet all requirements of their erosion control plan to address any runoff concerns before, during and after construction, but the addition of a single family dwelling should not adversely increase the quantity of water runoff.

Board agreed to the finding by a unanimous vote.

5. That soil conditions are adequate to accommodate the proposed use.

Staff Analysis: The Soil Survey – Houston County identifies slope as the main limitation for building sites on 401D soils due to it requiring extensive land shaping and recommends that the building be designed to conform to the natural slope of the land.

Board agreed to the finding by a unanimous vote.

6. That potential pollution hazards have been addressed and that standards have been met.

Staff Analysis: Adequate treatment of septage is likely the biggest potential pollution hazard, but a septic system meeting minimum state requirements has been permitted and installed.

Board agreed to the finding by a unanimous vote.

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Staff Analysis: This is an existing developed site so many utilities are present. If any new installations are necessary, all costs are the responsibility of the applicant.

Board agreed to the finding by a unanimous vote.

8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Staff Analysis: There is sufficient off-street parking to accommodate typical residential use.

Board agreed to the finding by a unanimous vote.

9. That facilities are provided to eliminate any traffic congestion or traffic hazard which may result from the proposed use.

Staff Analysis: N/A

10. That the Conditional Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

Staff Analysis: The primary use of surrounding acreage is agricultural and the addition of a dwelling will not impact the ability to continue to use those properties in that manner.

Board agreed to the finding by a unanimous vote.

11. That the establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.

Staff Analysis: The surrounding predominant use is agricultural fields. This dwelling meets the density standard and will not impact surrounding agriculture.

Board agreed to the finding by a unanimous vote.

12. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Staff Analysis: N/A

13. That the density of any proposed residential development is not greater than the density of the surrounding neighborhood or not greater than the density indicated by the applicable Zoning District.

Staff Analysis: This request meets the required agricultural protection district density limitations.

Board agreed to the finding by a unanimous vote.

14. That the intensity of any proposed commercial or industrial development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable Zoning District.

Staff Analysis: N/A

15. That site specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare.

Staff Analysis: A non-farm dwelling should not negatively affect the public's health, safety, morals and general welfare.

Board agreed to the finding by a unanimous vote.

Jim Wieser made a motion to accept the findings as presented. Greg Myhre seconded. Roll call vote was taken. All were in favor. Motion carried.

	Yes	No	SA	Comment
Josh Gran				
Jim Wieser	X			
Johnathon Glasspoole	X			
Larry Gaustad	X			
Wayne Feldmeier	X			
Cindy Wright	X			
Greg Myhre	X			

Greg Myhre made a motion to recommend the Houston County Board approve a conditional use permit for a single-family dwelling under 40 acres with two conditions in Black Hammer Township:

1. The permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is complying with the conditions and all other applicable statutes, rules, and ordinances.

Johnathon Glasspoole seconded. Roll call vote was taken. All were in favor. Motion carried.

	Yes	No	SA	Comment
Josh Gran				
Jim Wieser	X			
Johnathon Glasspoole	X			
Larry Gaustad	X			
Wayne Feldmeier	X			
Cindy Wright	X			
Greg Myhre	X			

The Findings will be submitted to the Houston County Board of Commissioners for their review.