

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: January 21, 2025

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Cindy Wright, Eric Johnson, Kurt Zehnder, and Bob Schuldt

Others Present: Interim Auditor/Treasurer Polly Heberlein, Interim Administrator Carol Lapham, Fillmore County Journal Reporter Charlene Selbee, The Caledonia Argus Associate Editor Olivia Schmidt, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, Public Health Supervisor Jordan Knoke, Public Health R.N., PHN Mary Zaffke, Public Health Educator Bri Ceaser, Human Resource Technician Ann Diersen, and Delta Dental Chief Operating Officer Insurance Division Richard DeMarco

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Schuldt, seconded by Commissioner Wright, motion unanimously carried to approve the agenda.

Motion was made by Commissioner Zehnder, seconded by Commissioner Schuldt, motion carried unanimously to approve the meeting minutes from January 7, 2025.

Motion was made by Commissioner Zehnder, seconded by Commissioner Wright, motion carried three to one to approve the meeting minutes from the workgroup session on January 14, 2025. Commissioner Schuldt abstained as he was absent from the meeting.

Public Comment:

None.

APPOINTMENTS

Delta Dental's Chief Operating Officer, Insurance Division, Richard DeMarco, presented on a Houston County dental pilot program along with Public Health Supervisor Jordan Knoke, Public Health R.N., PHN Mary Zaffke, Public Health Educator Bri Ceaser, and Public Health and Human Services Director John Pugleasa. The program was led by Public Health Supervisor Knoke and had successfully increased access to dental care for children in Houston County. Dental access

was a big challenge in rural communities across the State. The County had six months left of funding to continue the services. DeMarco said the pilot program was such a success that he was getting requests from other parts of the State to start similar programs. He said the pilot program was designed to increase the utilization of dental benefits for Minnesota Health Care Program (MHCP) members. DeMarco said key pilot interventions included: expanded mobile dentistry, care coordination between the County and Delta Dental of Minnesota, and local dentist participation. The pilot that had begun in May and ran through December had resulted in a 70% increase in utilization. DeMarco said the success of the pilot program was largely due to the dedication of Houston County staff especially from Knoke, Zaffke, Ceaser, and Pugleasa who had brought stakeholders together. Zaffke said very little marketing had been needed for the program, as their local partnerships and relationships were strong. Pugleasa thanked local businesses for their participation especially Herman Dental, Houston Dental Clinic, and Destination Dental. Knoke said more information could be obtained by emailing phn@co.houston.mn.us. She said while the pilot program was geared towards children Houston County Public Health could help anyone at any age (including adults) who needed access to dental services. The Commissioners thanked Delta Dental, County Staff, and local businesses for their participation and the positive County recognition.

At 9:15 a.m. a motion was made by Commissioner Zehnder, seconded by Commissioner Wright, motion unanimously carried to go into closed session pursuant to Minn. Stat. 13D.05, subdivision 1 (d), attorney – client privilege to meet with Attorney Susan Hansen regarding a pending employment claim. The Commissioners, Attorney Hansen, Interim Administrator Lapham, and Interim Auditor/Treasurer Heberlein attended the closed session. At 10:15 a.m. a motion was made by Commissioner Wright, seconded by Commissioner Schuldt, motion unanimously carried to go back into regular session. Commissioner Johnson said the pending employment claim had been discussed and no official action had been taken.

At 10:51 a.m. a motion was made by Commissioner Zehnder, seconded by Commissioner Wright, motion unanimously carried to go into closed session pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. The Commissioners, Interim Administrator Lapham, and Interim Auditor/Treasurer Heberlein attended the closed session. At 11:37 a.m. a motion was made by Commissioner Zehnder, seconded by Commissioner Wright, motion unanimously carried to go back into regular session. Lapham summarized the session saying no action had been taken and negotiation strategies and developments had been discussed.

CONSENT AGENDA

Motion by Commissioner Wright, seconded by Commissioner Zehnder, motion unanimously carried to approve the consent agenda. Commissioner Johnson thanked Marilyn Moore for her 30 years of service to Houston County, and the Commissioners agreed. Items approved are listed below.

- 1) Accept the resignation of Darlene Johnson, part-time Deputy Auditor Treasurer, effective January 24, 2025, with thanks for her 8 months of service to the residents of Houston County.
- 2) Approve a competitive search for a .5 FTE Deputy Auditor/Treasurer.
- 3) Reassign Matthew Papenfuss from the position of Engineering Technician to the position of Engineering Assistant – Survey Crew Chief (B31, step 7) effective January 22, 2025.
- 4) Accept the resignation/retirement of Marilyn Moore, Child Support Case Aide, effective February 14, 2025, with thanks for her 30 years of service to the residents of Houston County.
- 5) Approve a competitive search for a 1.0 FTE Child Support Case Aide. (Diersen)
- 6) Hire Robert Burns as a 67-day temporary/casual Veteran Services driver, at a pay rate of \$16.91 per hour.
- 7) Approve establishing Ballot Board for Absentee and UOCAVA (Uniformed and Overseas Citizens Absentee Voting Act) for the 2024 March Township Election per M.S. 203B.121.

ACTION ITEMS

File No. 1 – Commissioner Wright moved, Commissioner Zehnder seconded, motion unanimously carried to appoint Dewey Severson of La Crescent to fill the vacant position on the Parks Committee (as member at large).

File No. 2 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to appoint Pam Hendel and Joannie Schmidt to the Houston County Extension Committee for a 3 year term - 1/21/25 to 12/31/27.

File No. 3 – Commissioner Schuldt moved, Commissioner Zehnder seconded, motion unanimously carried to review and approve payments. Payments are below.

REVIEW LICENSE CENTER PAYMENTS

2025/01/10 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
BOND TRUST SERVICES CORPORATION	1,180,050.00
DELTA DENTAL	6,843.50
HOUSTON COUNTY TREASURER	53,777.15
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	26,550.00
MEDICA	246,583.96
MN LIFE INSURANCE COMPANY	2,591.14
MN STATE TREASURER	4,829.50
VISA	7,698.45
	<u>1,528,923.70</u>
12 VENDORS PAID LESS THAN \$2000.00	5,576.66
	<u>1,534,500.36</u>

DISCUSSION ITEMS

REVIEW LICENSE CENTER PAYMENTS**2025/01/15 AUDITOR WARRANTS:**

VENDOR NAME	AMOUNT
FILLMORE SWCD	9,158.89
HOUSTON COUNTY TREASURER	3,543.17
MASWCD	7,431.37
MN COUNTIES INTERGOVERNMENTAL TRUST	249,548.00
SYLLING/MYRON	28,200.00
WINONA COUNTY PLANNING & ZONING	4,976.13
	<u>302,857.56</u>
6 VENDORS PAID LESS THAN \$2000.00	3,859.34
	<u>306,716.90</u>

2025/01/21 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
ABILITY BUILDING COMMUNITY	2,103.40
ACENTEK	4,461.00
ADMZ PROPERTIES	3,650.00
ADVANCED CORRECTIONAL HEALTHCARE	7,743.02
AMC/MACA	14,996.00
ANCOM COMMUNICATIONS	9,208.99
AVFUEL CORPORATION	15,282.75
BOLTON & MENK INC	28,960.00
CEDA	7,285.33
COMPUTER FORENSIC SERVICES LLC	96,602.82
ENTERPRISE FM	36,168.57
HOUSTON COUNTY TREASURER	21,729.13
LA FLEUR LAW OFFICE LLC	3,330.00
LIBERTY TIRE RECYCLING LLC	6,719.75
M & M LAWN & LEISURE	4,400.00
MACTEK SYSTEMS INC	4,651.00
MINNESOTA ENERGY RESOURCES	2,978.30
MN COUNTIES INTERGOVERNMENTAL TR	112,094.00
MN COUNTY ATTORNEY ASSN	4,067.00
MN SHERIFF'S ASSN	6,957.74
MNCCC	39,598.97
ONSOLVE INTERMEDIATE HOLDING COM	8,548.99
RICHARD'S SANITATION LLC	17,884.93
SCHNEIDER CORPORATION/THE	8,892.00
SELCO	56,840.25
SEMVCE	8,114.92
SKYLINE SALT SOLUTIONS	19,677.86
TOWMASTER INC	194,371.00
VANGUARD APPRAISALS INC	2,480.00
WEX BANK	6,468.16
	<u>756,265.88</u>
64 VENDORS PAID LESS THAN \$2000.00	30,997.96
	<u>787,263.84</u>
PUBLIC HEALTH & HUMAN SERVICES	270,311.18
	<u>1,057,575.02</u>

The Commissioners discussed recent and upcoming meetings.

The Commissioners had received a few phone calls with feedback from residents on the solar moratorium. Commissioner Zehnder recommended looking into having some sort of a tree barrier around commercial solar panels.

Commissioner Schuldt said he had attended a snowmobile meeting in La Crescent and the clubs in the County had received a letter from MnDOT stating they needed to remove signage in State road right of ways. He said the State DNR had also rejected maps provided by the County. He said removing signage was a safety concern. It was the general consensus of the board to share the information and letter with the County Attorney, and possibly set up another meeting with the State agencies for clarification to resolve the matter.

There being no further business at 11:39 a.m., a motion was made by Commissioner Zehnder, seconded by Commissioner Schuldt, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on January 28, 2025.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

**HOUSTON COUNTY
AGENDA REQUEST
January 28, 2025**

Date Submitted: January 23, 2025

By: Ann Diersen, HR Tech

ACTION

- **Consider appointing Chase Munson to the Planning Commission for a 3-year term beginning in January 2025 and ending December 31, 2027**
- **Consider appointing Franklin Hahn to the Planning Commission for a 3-year term beginning in January 2025 and ending December 31, 2027**
- **Consider approving the issuance of a public notice to advertise the Board of Adjustment vacancy created by Franklin Hahn's appointment to the Planning Commission.**

APPOINTMENT REQUEST

None

CONSENT AGENDA REQUEST

County Attorney

- **Hire Jessica Kraus as a 1.0 FTE Assistant County Attorney (D62, step 2) effective February 13, 2025, conditioned upon successful completion of a background check**

CC:

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

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 28, 2025**

Date Submitted: 01.23.25

By: Polly Heberlein, Interim Auditor/Treasurer

Consent Agenda:

Consider approving an Exempt Permit for Minnesota Lawful Gambling Application LG220 for Nonprofit Organization of 'Just B Caus' for gambling activities to be conducted at the Barn on South Ridge in Mound Prairie Township with a drawing to be held on April 26, 2025, with no waiting period.

Reviewed by:

____ **HR Director**

____ **Finance Director**

____ **IS Director**

____ **County Attorney**

____ **Environmental Svcs**

____ **County
Sheriff**

____ **County
Engineer**

____ **Other
Other
(indicate
dept)**

X

____ **Auditor/Treasurer**

Recommendation:

Decision:

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Just B Caus

Previous Gambling Permit Number: X-

Minnesota Tax ID Number, if any: 5

Federal Employer ID Number (FEIN), if any:

Mailing Address: 23362 County RD 24

City: West Concord

State: MN

Zip: 55985

County: Dodge

Name of Chief Executive Officer (CEO): Robert Ott

CEO Daytime Phone: 6083855431

CEO Email: dftlacrescent@hotmail.com

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

Email permit to (if other than the CEO): dftlacrescent@hotmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal

☐ Religious

☐ Veterans

☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): Barn on South Ridge

Physical Address (do not use P.O. box): 7442 County 25 Blvd La Crescent, MN 55947

Check one:

☐

City:

Zip:

County:

☒

Township: Mound Prairie

Zip: 55943

County: Houston

Date(s) of activity (for raffles, indicate the date of the drawing): 04/26/2025

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

☒

Bingo

☒

Paddlewheels

☒

Pull-Tabs

☒

Tipboards

☒

Raffle

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

LG220 Application for Exempt Permit

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (If required by the county)

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

Print Township Name: Mound Prairie

Signature of Township Officer: 

Title: Chairman Date: 1/16/2025

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: _____

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

Date: _____

Print Name: Robert Ott

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

Houston County Agenda Request Form

Date Submitted: January 9, 2025 **Board Date:** January 28, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Request Board approval to accept LBRP funds for SAP 028-610-021 bridge project and authorize signatures by resolution.

Total costs of project are \$461,933.57 with \$141,967.66 being covered by the Local Bridge Replacement Program (LBRP) and \$319,965.91 being paid with Regular Construction allotment funds.

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

Approve Resolution 25-06 authorizing signatures and have Board Chair and Auditor/Treasurer sign the grant.

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

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)
GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2023, Chapter 72- H.F. 669. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

Houston County Highway Department
1124 East Washington Street
Caledonia, MN 55921

Contact: Brian Pogodzinski

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SAP 028-610-021/ Old Bridge #7540	\$ 141,967.66	\$ 319,965.91	December 31, 2028

3. Total Amount of LBRP Grant for all projects under this Agreement: \$ 141,967.66
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Schedule, Workforce Certificate, and Equal Pay Certificate
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any: None
6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (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 Chair

Date: 1/28/2025

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____
State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Title: Houston County Interim Auditor/Treasurer

Date: 1/28/2025

By: _____
Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LBRP	
2023 LBRP Funds Grant	\$ <u>141,967.66</u>	Grant Funds:	
SAAS Acct 377		16 x 9 Concrete Box	\$ <u>141,967.66</u>
Other:			\$
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$ <u>141,967.66</u>	Subtotal	\$ <u>141,967.66</u>
Public Entity Funds:		Items paid for with Non-	
Matching Funds		LBRP Grant Funds:	
Local Match	\$ <u>319,965.91</u>	Bridge Construction	\$ <u>319,965.91</u>
Other:			\$
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$ <u>319,965.91</u>	Subtotal	\$ <u>319,965.91</u>
TOTAL FUNDS	\$ <u>461,933.57</u>	TOTAL PROJECT COSTS	\$ <u>461,933.57</u>

MnDOT Agreement No. 1056667
SAP No. 028-610-021

EXHIBIT B

PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

Award Date: December 17, 2024
Construction Start Date: May 19, 2025
Construction Substantial Complete Date: September 5, 2025
Contract Final Completion Date December 31, 2028



WORKFORCE **CERTIFICATE OF COMPLIANCE**

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **MINNOWA CONSTRUCTION INC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **1/19/2022**

Certificate expiration date: **1/18/2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'Rebecca Lucero', written over a horizontal line.

Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

EQUAL PAY **CERTIFICATE OF COMPLIANCE**

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **MINNOWA CONSTRUCTION INC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **October 14, 2022**

Certificate expiration date: **October 13, 2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Houston, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20____; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: January 28, 2025

Houston County
[name of Public Entity grantee], a political
subdivision of the State of Minnesota

By: _____
Name: Eric Johnson
Title: Houston County Board Chairman

By: _____
Name: Polly Heberlein
Title: Houston County Interim Auditor/Treasurer

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

Construction Plans for Bridge No (7540 old) (28J69 New) and Approach Grading

Located on CSAH 10, Between 1.0 Miles and 1.2 Miles West of Rolling Hills Road.
(3.5 Mile NW of the City of Caledonia, MN)

Gross Length	<u>725.00</u> feet	<u>0.137</u> miles
Bridge Length	<u>22.64</u> feet	<u>0.004</u> miles
Exceptions Length	<u>N/A</u> feet	<u>N/A</u> miles
Net Length	<u>725.00</u> feet	<u>0.137</u> miles

EXHIBIT D

GRANT APPLICATION


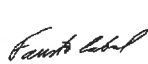
Attach the grant application for the project



APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation

State Aid for Local Transportation

Identification	Project Number	SAP 028-610-021		Old Bridge Number	7540
	New Bridge No.	28J69		Over	Dry Run
	County of	Houston		Road or Street No.	CSAH 10
	Township of	Caledonia		Road or Street Name	CSAH 10
	Municipality of	N/A		Proposed Const Year	2024/2025
	Does the municipality have a population of 5,000 or less? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Eligibility	Local Bridge Planning Index (LPI) <u>68</u>				
	NBI Appraisal Ratings: Deck Geometry <u>6</u> Approach Roadway <u>3</u> Waterway Adequacy <u>7</u>				
	Date of Council/Board action prioritizing this bridge <u>October 24, 2023</u>				
Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Prioritization	How many people are affected by this deficiency? <u>396</u> What is the ADT on this bridge? <u>396</u>				
	Describe the economic importance of replacing this bridge.				
	<div style="border: 1px solid black; padding: 5px;"> <p>The existing structure can't be economically rehabilitated. The proposed work is the most economical option for maintaining access to the residents.</p> </div>				
	Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Attach additional sheets for explanation if necessary)				
Cost Estimate	Is the township net tax capacity less than \$300,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	Is the bridge listed on the National Register of Historic Places or been determined to be eligible? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	National Register of Historic Places link here: http://www.nps.gov/history/nr/research/				
		Eligible Amount		Ineligible Amount	
	Structure Costs	\$ 340,000.00		\$	
	Approach Costs	\$ 215,000.00		\$ 10,000.00	
	Engineering Costs	\$ 90,000.00		\$ 10,000.00	
	Total Costs	\$ 645,000.00		\$ 20,000.00	
	Total Project Cost			\$ 665,000.00	
	<div style="display: flex; justify-content: space-between;"> <div>  County/City Engineer </div> <div> <u>3/28/2024</u> Date </div> </div>				
DSAE	DISTRICT STATE AID ENGINEER RECOMMENDATION				
	Replace <u>X</u>	Defer _____		 Fausto Cabral 2024.04.03 06:35:37 -05'00'	
Approval			District State Aid Engineer Signature		Date
	STATE AID USE ONLY	Federal-Aid	\$		
		State-Aid	\$		
		Local/Other	\$		
		Town Bridge	\$		
		Unallocated Town Bridge	\$		
		State Bridge Funds	\$		
		Total	\$		

MnDOT Agreement No. 1056667
SAP No. 028-610-021

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

EXHIBIT E
GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION 25-06

Local Bridge Replacement Program Grant Agreement
Grant Terms and Conditions
SAP 028-610-021

January 28, 2025

WHEREAS, Houston County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridge No 28J69; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$141,967.66 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Houston County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers, the Houston County Board Chairman and the Interim Houston County Auditor/Treasurer are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

*****CERTIFICATION*****

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Polly Heberlein, Interim County Auditor/Treasurer, do certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 28, 2025.

WITNESS my hand and the seal of my office this 28th day of January 2025.

Signed by _____
Interim Houston County Auditor-Treasurer

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LBRP Grant” - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LBRP” - means the Local Bridge Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LBRP Grant” - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

“Public Entity” - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II

GRANT

Section 2.01 Grant of Monies. MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public Ownership. The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement. .

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city

street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.
- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LBRP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III
COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.
- B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order. If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 The Advances. MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is

expressed by way of the following two formulas:

Formula #1:

Cumulative Advances \leq (Program Grant) \times (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:

Cumulative Advances \leq (Program Grant) \times (percentage of Project completed)

Section 4.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 Additional Funds. If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 Condition Precedent to Any Advance. The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 Processing and Disbursement of Advances. The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 Construction Inspections. The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 Insurance. If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 Condemnation. If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the

condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 Liability. The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the

provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 Relationship of the Parties. Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 Assignment or Modification. Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 Waiver. Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 Antitrust Claims. The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 Entire Agreement. The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 E-Verification. The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 Telecommunications Certification. If federal funds are included in Exhibit A, 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.

Section 5.26 Title VI/Non-discrimination Assurances. Public Entity 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. If federal funds are included in Exhibit A, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 Certification. By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

RESOLUTION 25-06

**Local Bridge Replacement Program Grant Agreement
Grant Terms and Conditions
SAP 028-610-021**

January 28, 2025

WHEREAS, Houston County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridge No 28J69; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$141,967.66 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Houston County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers, the Houston County Board Chairman and the Interim Houston County Auditor/Treasurer are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

*****CERTIFICATION*****

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Polly Heberlein, Interim County Auditor/Treasurer, do certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 28, 2025.

WITNESS my hand and the seal of my office this 28th day of January 2025.

Signed by _____
Interim Houston County Auditor-Treasurer

Houston County Agenda Request Form

Date Submitted: January 14, 2025

Board Date: January 28, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board to consider awarding paving bid from Dunn Blacktop for CSAH 2, SAP 028-602-014 in the amount of \$2,801,601.74. One bid received.

Attachments/Documentation for the Board's Review:

SAP 028-602-014

Reminder: Unit prices are not public until after the award.

Justification:

Action Requested:

Board approval needed to accept bid.

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. 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 Agenda Request Form

Date Submitted: January 13, 2025 Board Date: January 28, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Request Board approval to accept 2026 Tandem Axle Truck bid from Nuss Truck and Equipment in the amount of \$158,517.18. This will be for a model 2026. Motor vehicle tax will be \$10,898.06. The trucks grand total will be \$169,415.24.

State Contract T-647(5) Contract #242595

Attachments/Documentation for the Board's Review:

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 2025 plow box bid from Nuss Truck

For County Use Only			
Reviewed by:	_____ 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.

TANDEM AXLE CAB/CHASSIS

Exhibit D: Price Schedule

VENDOR NAME

NUSS TRUCK & EQUIPMENT

MAKE AND MODEL

2025 MACK GRANITE 64FR (T) TA

This section for use when ordering

WB	224"	
CA	137" (Towmaster to verify)	Grand Total \$ 158,517.18
AF	63"	
Rear Ratio	4.30	
Cab Color	Omaha Orange (P9215)	
Wheel Color	White Steel	
Notes	Houston County,	Updated 2.9.2024

Spec #	Description	Qty	2025 Price	Subtotal
1.0	Price for Base Unit:	1	\$ 118,990.00	\$ 118,990.00
2.0	FRAME OPTIONS			
2.1	Front frame extension	1	\$ 1,210.00	\$ 1,210.00
2.2	Custom hole punching in frame		\$ 100.00	\$ -
2.3	Deduct for no front bumper		\$ (65.00)	\$ -
2.4	Frame fastener option (bolt or huck spun)	1	STD	
2.5	Frame, R.B.M., S.M., PSI, CT			
2.6	2,120,000 17.7 120,000 87 - 112 CA		\$ (64.00)	\$ -
2.7	2,120,000 17.7 120,000 113 - 133 CA		STD	
2.8	2,120,000 17.7 120,000 134 - 152 CA		\$ 107.00	\$ -
2.9	2,120,000 17.7 120,000 153 - 199 CA		\$ 406.00	\$ -
2.10	2,120,000 17.7 120,000 200 - 236 CA		\$ 482.00	\$ -
2.11	2,470,000 20.6 120,000 87 - 112 CA		\$ 176.00	\$ -
2.12	2,470,000 20.6 120,000 113 - 133 CA		\$ 240.00	\$ -
2.13	2,470,000 20.6 120,000 134 - 152 CA		\$ 347.00	\$ -
2.14	2,470,000 20.6 120,000 153 - 199 CA		\$ 646.00	\$ -
2.15	2,470,000 20.6 120,000 200 - 236 CA		\$ 722.00	\$ -
2.16	2,820,000 23.5 120,000 87 - 112 CA		\$ 521.00	\$ -
2.17	2,820,000 23.5 120,000 113 - 133 CA		\$ 585.00	\$ -
2.18	2,820,000 23.5 120,000 134 - 152 CA	1	\$ 692.00	\$ 692.00
2.19	2,820,000 23.5 120,000 153 - 199 CA		\$ 991.00	\$ -
2.20	2,820,000 23.5 120,000 200 - 236 CA		\$ 1,067.00	\$ -
2.21	3,160,000 26.3 120,000 87 - 112 CA		\$ 744.00	\$ -
2.22	3,160,000 26.3 120,000 113 - 133 CA		\$ 808.00	\$ -
2.23	3,160,000 26.3 120,000 134 - 152 CA		\$ 915.00	\$ -
2.24	3,160,000 26.3 120,000 153 - 199 CA		\$ 1,214.00	\$ -
2.25	3,160,000 26.3 120,000 200 - 236 CA		\$ 1,290.00	\$ -
2.26	DOUBLE FRAME - PARTIAL IC REINFORCEMENT			
2.27	3,230,000 26.9 120,000 87 - 112 CA		\$ 801.00	\$ -
2.28	3,230,000 26.9 120,000 113 - 133 CA		\$ 865.00	\$ -
2.29	3,230,000 26.9 120,000 134 - 152 CA		\$ 972.00	\$ -
2.30	3,230,000 26.9 120,000 153 - 199 CA		\$ 1,214.00	\$ -
2.31	3,230,000 26.9 120,000 200 - 236 CA		\$ 1,290.00	\$ -
2.32	3,580,000 29.8 120,000 87 - 112 CA		\$ 1,041.00	\$ -
2.33	3,580,000 29.8 120,000 113 - 133 CA		\$ 1,105.00	\$ -
2.34	3,580,000 29.8 120,000 134 - 152 CA		\$ 1,212.00	\$ -
2.35	3,580,000 29.8 120,000 153 - 199 CA		\$ 1,511.00	\$ -
2.36	3,580,000 29.8 120,000 200 - 236 CA		\$ 1,587.00	\$ -
2.37	3,920,000 32.7 120,000 87 - 112 CA		\$ 1,376.00	\$ -
2.38	3,920,000 32.7 120,000 113 - 133 CA		\$ 1,450.00	\$ -
2.39	3,920,000 32.7 120,000 134 - 152 CA		\$ 1,657.00	\$ -
2.40	3,920,000 32.7 120,000 153 - 199 CA		\$ 1,856.00	\$ -
2.41	3,920,000 32.7 120,000 200 - 236 CA		\$ 1,932.00	\$ -
2.42	4,260,000 35.5 120,000 87 - 112 CA		\$ 1,832.00	\$ -
2.43	4,260,000 35.5 120,000 113 - 133 CA		\$ 1,673.00	\$ -
2.44	4,260,000 35.5 120,000 134 - 152 CA		\$ 2,003.00	\$ -
2.45	4,260,000 35.5 120,000 154 - 199 CA		\$ 2,301.00	\$ -
2.46	4,260,000 35.5 120,000 200 - 236 CA		\$ 2,384.00	\$ -
2.47	DOUBLE FRAME - FULL IC REINFORCEMENT			
2.48	3,230,000 26.9 120,000 87 - 112 CA		\$ 1,001.00	\$ -
2.49	3,230,000 26.9 120,000 113 - 133 CA		\$ 1,065.00	\$ -

2.50	3,230,000	26.9	120,000	134 - 152 CA		\$	1,172.00	\$	-
2.51	3,230,000	26.9	120,000	153 - 199 CA		\$	1,414.00	\$	-
2.52	3,230,000	26.9	120,000	200 - 236 CA		\$	1,490.00	\$	-
2.53	3,580,000	29.8	120,000	87 - 112 CA		\$	1,241.00	\$	-
2.54	3,580,000	29.8	120,000	113 - 133 CA		\$	1,305.00	\$	-
2.55	3,580,000	29.8	120,000	134 - 152 CA		\$	1,412.00	\$	-
2.56	3,580,000	29.8	120,000	153 - 199 CA		\$	1,711.00	\$	-
2.57	3,580,000	29.8	120,000	200 - 236 CA		\$	1,787.00	\$	-
2.58	3,580,000	29.8	120,000	87 - 112 CA		\$	1,576.00	\$	-
2.59	3,580,000	29.8	120,000	113 - 133 CA		\$	1,650.00	\$	-
2.60	3,580,000	29.8	120,000	134 - 152 CA		\$	1,857.00	\$	-
2.61	3,580,000	29.8	120,000	153 - 199 CA		\$	2,056.00	\$	-
2.62	3,580,000	29.8	120,000	200 - 236 CA		\$	1,787.00	\$	-
2.63	3,920,000	32.7	120,000	87 - 112 CA		\$	1,576.00	\$	-
2.64	3,920,000	32.7	120,000	113 - 133 CA		\$	1,650.00	\$	-
2.65	3,920,000	32.7	120,000	134 - 152 CA		\$	1,857.00	\$	-
2.66	3,920,000	32.7	120,000	153 - 199 CA		\$	2,056.00	\$	-
2.67	3,920,000	32.7	120,000	200 - 236 CA		\$	2,132.00	\$	-
2.68	4,260,000	35.5	120,000	87 - 112 CA		\$	2,032.00	\$	-
2.69	4,260,000	35.5	120,000	113 - 133 CA		\$	1,873.00	\$	-
2.70	4,260,000	35.5	120,000	134 - 152 CA		\$	2,203.00	\$	-
2.71	4,260,000	35.5	120,000	153 - 199 CA		\$	2,501.00	\$	-
2.72	4,260,000	35.5	120,000	200 - 236 CA		\$	2,584.00	\$	-
2.73	TRIPLE FRAME - FULL IC REINFORCEMENT								
2.74	5,688,000	47.4	120,000	87 - 112 CA		\$	4,960.00	\$	-
2.75	5,688,000	47.4	120,000	113 - 133 CA		\$	5,024.00	\$	-
2.76	5,688,000	47.4	120,000	134 - 152 CA		\$	5,131.00	\$	-
2.77	5,688,000	47.4	120,000	153 - 199 CA		\$	5,430.00	\$	-
2.78	5,688,000	47.4	120,000	200 - 236 CA		\$	5,506.00	\$	-
2.79	Flush bright finish channel steel					\$	113.00	\$	-
2.80	Extended stylized-silver-bright finish steel w/stone guard					\$	1,495.00	\$	-
2.81	Extended - swept back steel, bright finish with stone guard - includes center tow pin					\$	1,139.00	\$	-
2.82	Mill finish, flush mounted, unpainted aluminum					\$	68.00	\$	-
2.83	Extended swept back channel steel (includes center tow pin) w/stone guard					\$	805.00	\$	-
2.84	Extended swept back channel steel with bright finish w/painted center tow pin					\$	620.00	\$	-
2.85	Extended swept back steel channel w/bright finish					\$	258.00	\$	-
2.86	Extended swept back painted steel				1	STD			
2.87	Flush painted steel					\$	(15.00)	\$	-
2.88	Flush stainless clad aluminum					\$	143.00	\$	-
2.89	Plate type radiator guard					\$	105.00	\$	-
2.90	Bright finish plate type radiator guard					\$	258.00	\$	-
2.91	Rust Protection Between Frame Rails & Liners					\$	633.00	\$	-
2.92	BOC crossmember, steel HD back to back channel intermediate					\$	129.00	\$	-
2.93	BOC & intermediate crossmember, HD I-Beam					\$	211.00	\$	-

3.0 FRONT AXLE/SUSPENSION/BRAKE/OPTION

3.1	Set forward front axle option	1	STD	
3.2	12,000 front axle & matching suspension - Mack FXL12		STD	
3.3	14,600 front axle & matching suspension - Mack FXL14.6		\$	771.00 \$ -
3.4	16,000 front axle and matching suspension		\$	999.00 \$ -
3.5	18,000 front axle and matching suspension - Mack FXL18	1	\$	1,361.00 \$ 1,361.00
3.6	20,000 front axle and matching suspension - Mack FXL20		\$	2,147.00 \$ -
3.7	23,000 front axle and matching suspension - Mack FXL23		\$	2,448.00 \$ -
3.8	Heavy duty front axle shocks	1	STD	
3.9	Front stabilizer bar		No Bid	
3.10	Right hand air bag suspension per Spec 3.7, Driver controlled		No Bid	
3.11	Left air bag suspension per Spec 3.7, Driver controlled		No Bid	
3.12	Front axle lubrication cap with slotted venthole		No Bid	
3.13	Front brake dust shields	1	\$	22.00 \$ 22.00
3.14	Dual front auxiliary steering gear		\$	661.00 \$ -
3.15	RH spring build up for wing plow application		\$	91.00 \$ -
3.16	LH spring build up for wing plow application		\$	91.00 \$ -
3.17	All wheel drive front axle		\$	43,000.00 \$ -
3.18	Twin Steer Front Axle		\$	18,500.00 \$ -
3.19	Aluminum front hubs		\$	103.00 \$ -
3.20	Centerfuse outboard mounted brake drums		\$	252.00 \$ -
3.21	Multileaf front spring ILO taperleaf (2 leaf spring)		\$	35.00 \$ -

3.22	HD multileaf front spring ILO taperleaf (2 leaf spring)		\$ 65.00	\$ -
3.23	HD taperleaf (3 leaf spring) ILO of taperleaf (2 leaf spring)	1	\$ 65.00	\$ 65.00
3.24	Meritor EX+ Air Disc Brakes requires Meritor rear brakes		\$ 653.00	\$ -
3.25	Meritor front slack adjusters - Need same slack on rear axle		\$ 1.00	\$ -
3.26	Meritor front slack with stainless steel pins	1	\$ 58.00	\$ 58.00
3.27	Haldex front slack adjusters - Need same slack adjuster on rear axle		STD	
3.28	Haldex front slack with stainless steel pins		\$ 67.00	\$ -

4.0 TANDEM REAR AXLE/SUSPENSION/BRAKE/OPTIONS

4.1	46,000# rear axle & matching suspension Make & Model - Mack S462R & SS46 Mack Camelback Suspension		\$ 2,300.00	\$ -
4.2	40,000# walking beam rear suspension and axle Make & Model - Meritor MT-40-14X4D with Hendrickson HMX EX 400		\$ 1,286.00	\$ -
4.3	46,000# walking beam rear suspension and axle Make & Model - Meritor MT-46-160 with Hendrickson HMX EX 460		\$ 2,956.00	\$ -
4.4	40,000# air suspension and axle Make & Model - Meritor MT-40-14X4D with Mack AL-461 Air		\$ 1,105.00	\$ -
4.5	46,000# air suspension and axle Make & Model - Meritor RT-46-160 with Mack AL-461 Air		\$ 2,679.00	\$ -
4.6	Dash mounted air dump system - With air ride suspension		\$ 14.00	\$ -
4.7	Driver activated differential lock on one rear axle (front axle rear axle, check one)		\$ 562.00	\$ -
4.8	Driver activated differential lock on both front and rear axles		\$ 1,125.00	\$ -
4.9	Driver activated differential lock on both front and rear axles, and lubrication pump and filter system		\$ 1,407.00	\$ -
4.10	Meritor MT-40-14X4D, both axles driver differential lock and pump, HMX400 40,000 # walking beam suspension		\$ 2,693.00	\$ -
4.11	Meritor RT-46-160, both axles driver differential lock and pump, HMX460 46,000 # walking beam suspension	1	\$ 4,363.00	\$ 4,363.00
4.12	1/2 round universal joints	1	STD	
4.13	Spicer 1810 HD drive line with half round universal joints		\$ 140.00	\$ -
4.14	Rear Dust Shields		\$ 39.00	\$ -
4.15	Driver activated differential lock on both front and rear axles with individual switches		\$ 1,283.00	\$ -
4.16	Meritor 18 MXL extended lube	1	\$ 39.00	\$ 39.00
4.17	Meritor 176 MXL extended lube		\$ 38.00	\$ -
4.18	Dana-spicer SPL170XL Lite extended lube series		\$ 361.00	\$ -
4.19	Dana-spicer SPL250XL Lite extended lube series		\$ 493.00	\$ -
4.20	Dana-spicer SPL250HDXL Lite extended lube series		\$ 502.00	\$ -
4.21	Dana-spicer SPL350XL Lite extended lube series		\$ 1,007.00	\$ -
4.22	Dana-spicer SPL350HDXL Lite extended lube series		\$ 1,262.00	\$ -
4.23	Mack S38R 38,000# Fabricated Steel Housing		STD	
4.24	Mack S400R 40,000# Fabricated Steel Housing		\$ 435.00	\$ -
4.25	Mack S402 40,000 # Cast Ductile Iron Housing		\$ 473.00	\$ -
4.26	Mack S440 44,000# Fabricated Steel Housing		\$ 1,485.00	\$ -
4.27	Mack S460R 46,000# Fabricated Steel Housing		\$ 1,916.00	\$ -
4.28	Mack S462R 46,000# Cast Ductile Iron Housing		\$ 1,954.00	\$ -
4.29	Mack S522R Cast Ductile Iron Housing		\$ 3,460.00	\$ -
4.30	Meritor 40 000# MT-40-14X4C Ambold (High Entry)		\$ 55.00	\$ -
4.31	Meritor 40,000# MT-40-14X4D Hypoid (Low Entry)		\$ 55.00	\$ -
4.32	Meritor 46,000# RT-46-160		\$ 1,629.00	\$ -
4.33	Meritor 46,000# RT-46-164EH		\$ 1,689.00	\$ -
4.34	Mack S38 38,000# multileaf camelback spring		STD	
4.35	Mack S38 38,000# multileaf camelback spring - Heavy Duty		\$ 15.00	\$ -
4.36	Mack SS40 40,000# multileaf camelback spring		\$ 186.00	\$ -
4.37	Mack SS44 44,000# multileaf camelback spring		\$ 235.00	\$ -
4.38	Mack SS44 44,000# multileaf camelback spring - Heavy Duty		\$ 255.00	\$ -
4.39	Mack SS462 46,000# multileaf camelback spring		\$ 346.00	\$ -
4.40	Mack SS462 46,000# multileaf camelback spring - Heavy Duty		\$ 415.00	\$ -
4.41	Mack SS52 52,000# multileaf camelback spring - Heavy Duty		\$ 1,292.00	\$ -
4.42	Mack AL-461 46,000# air ride		\$ 1,050.00	\$ -
4.43	Mack M-Ride 40 parabolic 2-leaf, 40,000#		\$ 648.00	\$ -
4.44	Mack M-Ride 40 parabolic 3-leaf, 40,000# - Heavy Duty		\$ 1,112.00	\$ -
4.45	Mack M-Ride 46 parabolic 3-leaf 46,000#		\$ 909.00	\$ -
4.46	Mack M-Ride 52 parabolic 3-leaf, 52,000#		\$ 1,685.00	\$ -
4.47	Mack M-Ride 52 parabolic 11-leaf, 52,000# - Heavy Duty		\$ 1,773.00	\$ -
4.48	HMX 400 Hendrickson Haulmax rubber suspension 40,000#		\$ 1,231.00	\$ -
4.49	HMX 460 Hendrickson Haulmax rubber suspension 46,000#		\$ 1,385.00	\$ -
4.50	Chambers 46,000# High Stability W#29 CAN		\$ 3,736.00	\$ -
4.51	PAX 46 High Stability Hendrickson Primaxx Air Suspension		\$ 2,968.00	\$ -

4.52	PAX 522 High Stability Hendrickson Primaxx Air Suspension		\$ 3,023.00	\$ -
4.53	Neway ADZ-246 air ride suspension		\$ 2,968.00	\$ -
4.54	Neway ADZ-252 air ride suspension		\$ 3,786.00	\$ -
4.55	Delete power divider lockout		\$ (153.00)	\$ -
4.56	55" axle spacing		\$ 142.00	\$ -
4.57	Dual leveling valve air suspension height control		\$ 174.00	\$ -
4.58	Mack CRDP1501/1511 with interwheel power divider - both axles		\$ 3,182.00	\$ -
4.59	Outboard centrifuse rear brake drums		\$ 240.00	\$ -
4.60	Haldex automatic rear slack adjustor		STD	
4.61	Haldex automatic rear slack adjustor with stainless steel pins		\$ 267.00	\$ -
4.62	Meritor automatic rear slack adjustor		\$ 1.00	\$ -
4.63	Meritor automatic rear slack adjustor with stainless steel pins	1	\$ 267.00	\$ 267.00
4.64	Aluminum preset rear hubs with integrated spindle nut		\$ 42.00	\$ -
4.65	Air Disc Brake (17") H-Type - Require Air Disc Front Brakes		\$ 2,690.00	\$ -
4.66	Meritor rear brakes - 16.5"7" Q+	1	STD	
4.67	Meritor rear brakes - 16.5" x 8 5/8+ Q+ - N/A with dust shields		\$ 291.00	\$ -
4.68	Meritor rear brakes - 16.5" x 8" Q+ - N/A with dust shields		\$ 213.00	\$ -
4.69	10,000 lb Hendrickson Composolite Steerable Pusher Axle - includes tires and rims		\$ 11,326.00	\$ -
4.70	13,000 lb Hendrickson Composolite Steerable Pusher Axle - includes tires and rims		\$ 9,791.00	\$ -
4.71	20,000 lb Hendrickson Steerable Pusher Axle - includes tires and rims		\$ 12,635.00	\$ -
4.72	20,000 lb Hendrickson Non-Steerable Pusher Axle - includes tires and rims		\$ 11,950.00	\$ -
4.73	10,000 lb Hendrickson Composolite Steerable Tag Axle - includes tires and rims		\$ 11,826.00	\$ -
4.74	13,000 lb Hendrickson Composolite Steerable Tag Axle - includes tires and rims		\$ 11,255.00	\$ -
4.75	20,000 lb Hendrickson Steerable Tag Axle - includes tires and rims		\$ 14,901.00	\$ -
4.76	6S/6M systems sensing both rear axle wheel end sensors		\$ 440.00	\$ -
4.77	Furnish Meritor wide track axle option - Need for Super Singles		\$ 1,200.00	\$ -

5.0 Fifth Wheel options

5.1	Frame end tapered and open		\$ 12.00	\$ -
5.2	Frame end tapered and closed		\$ 30.00	\$ -
5.3	Fixed fifth wheel - Holland FW-35		\$ 684.00	\$ -
5.4	Mechanical slide fifth wheel - Holland FW35, Travel - 24" slide		\$ 562.00	\$ -
5.5	Air slide fifth wheel - Holland FW35, Travel - 24" slide		\$ 986.00	\$ -
5.6	Stainless 1/4 fenders, mounted front of tandems		\$ 127.00	\$ -
5.7	Plastic 1/4 fenders, mounted front of tandems		\$ 110.00	\$ -
5.8	Tractor package hookup		\$ 297.00	\$ -
5.9	Behind cab deck plate		\$ 681.00	\$ -
5.10	Holland fixed with non-tilt 5th wheel		\$ 1,385.00	\$ -
5.11	Holland manual slide 5th wheel		\$ 537.00	\$ -
5.12	Mud flaps with brackets		\$ 115.00	\$ -
5.13	Betts B60 stainless steel angled mud flap brackets		\$ 161.00	\$ -
5.14	Hose tender & towel bar assembly		\$ 58.00	\$ -
5.15	Coiled trailer air hose		\$ 39.00	\$ -
5.16	Coiled trailer electrical hose		\$ 44.00	\$ -
5.17	Air Weight AW5800 onboard scales		\$ 1,118.00	\$ -
5.18	Medium height 5th wheel ramp guide		\$ 228.00	\$ -
5.19	Trailer hook up light		\$ 74.00	\$ -

6.0 TIRES/RIMS OPTIONS:

6.1	Nylon wafers or wheel guards on all wheels (10 ea.)	1	\$ 51.00	\$ 51.00	
6.2	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (10 ea.)		STD		
6.3	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (8 ea.) in rear only	1	\$ 16.00	\$ 16.00	
6.4	11R 22.5 H front tires		\$ 142.00	\$ -	
6.5	12R 22.5 H front tires		\$ 376.00	\$ -	
6.6	9000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires		No Bid		
6.7	10,000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires		\$ 569.00	\$ -	
6.8	10,500 lb. 22.5 x 12.25 front steel rims, 385/65R 22.5 J front tires	1	\$ 609.00	\$ 609.00	Michelin XZY3/ M760 Ecopia
6.9	10,500 lb. 22.5 x 12.25 front steel rims, 425/65R 22.5 J front tires		\$ 669.00	\$ -	
6.10	11R 22.5 H rear tires		\$ 656.00	\$ -	
6.11	7,300 lb. 24.5" x 8.25" steel front rims		\$ 5.00	\$ -	
6.12	7300 lb. 24.5" x 8.25" rear steel rims		\$ 44.00	\$ -	

6.13	8,000 lb. 24.5" x 8.25" steel front rims		\$ 10.00	\$ -
6.14	8,000 lb. 24.5" x 8.25" steel rear rims		\$ 164.00	\$ -
6.15	11R 24.5 G front tires		\$ 136.00	\$ -
6.16	11R 24.5 H front tires		\$ 166.00	\$ -
6.17	11R 24.5 G rear tires		\$ 164.00	\$ -
6.18	11R 24.5 H rear tires		\$ 501.00	\$ -
6.19	Steel spare rim, size 22.5 x 8.25		\$ 572.00	\$ -
6.20	Steel spare rim, size 24.5 x 8.25		\$ 660.00	\$ -
6.21	Steel spare rim, size 22.5 x 9.0		\$ 878.00	\$ -
6.22	Steel spare rim, size 22.5 x 12.25		\$ 720.00	\$ -
6.23	12R22.5 H front tires		\$ 618.00	\$ -
6.24	12R 22.5 H rear tires		\$ 2,137.00	\$ -
6.25	Wheel lug wrench - includes handle		\$ 48.00	\$ -
6.26	Aluminum front wheel - 22.5 x 8.25		\$ 246.00	\$ -
6.27	Aluminum front wheel - 24.5 x 8.25		\$ 342.00	\$ -
6.28	Aluminum front wheel - 22.5 x 9.0		\$ 475.00	\$ -
6.29	Aluminum front wheel - 22.5 x 12.25	0	\$ 387.00	\$ -
6.30	Polished aluminum front wheel		\$ 48.00	\$ -
6.31	Dura-bright bright finish front wheels		\$ 248.00	\$ -
6.32	Aluminum rear wheels - 22.5 x 8.25		\$ 960.00	\$ -
6.33	Aluminum rear wheels - 24.5 x 8.25		\$ 1,120.00	\$ -
6.34	Polished aluminum rear wheel all eight (8) wheels		\$ 320.00	\$ -
6.35	Dura-bright bright finish on all eight (8) rear wheels		\$ 1,410.00	\$ -
6.36	Dura-bright bright finish on all four (4) outboard rear wheels		\$ 705.00	\$ -
6.37	11R22.5 G Michelin XZE2 front tires		\$ 378.00	\$ -
6.38	11R22.5 H Bridgestone M863 front tires		\$ 596.00	\$ -
6.39	315/80R22.5 L Michelin XZUS front tires		\$ 532.00	\$ -
6.40	315/80R22.5 L Continental HAU3 WT front tires		\$ 415.00	\$ -
6.41	385/65R22.5 J Michelin XZY3 front tires	1	\$ 284.00	\$ 284.00
6.42	425/65R22.5 L Michelin XZY3 front tires		\$ 366.00	\$ -
6.43	425/65R22.5 L Bridgestone M870		\$ 148.00	\$ -
6.44	11R22.5 G Bridgestone M713 Ecopia rear tires		\$ (320.00)	\$ -
6.45	11R22.5 G Bridgestone M760 Ecopia rear tires		\$ (480.00)	\$ -
6.46	11R22.5 G Michelin X Line Energy D rear tires		\$ 605.00	\$ -
6.47	11R22.5 H Bridgestone M799 rear tires		\$ 220.00	\$ -
6.48	11R22.5 H Bridgestone M771 rear tires		\$ 345.00	\$ -
6.49	11R22.5 H Michelin XDN2 rear tires		\$ 1,510.00	\$ -
6.50	11R22.5 H Michelin XDS2 rear tires		\$ 2,292.00	\$ -
6.51	11R22.5 H Michelin X Works D		\$ 2,165.00	\$ -
6.52	11R22.5 H Michelin Multi Energy D		\$ 818.00	\$ -

7.0 BRAKE SYSTEM OPTIONS:

7.1	Wabco System Saver 1200 Plus heated air dryer	1	STD	
7.2	Manual cable drain valves on air tanks		\$ 27.00	\$ -
7.3	Heated air tank		No Bid	
7.4	Auto drain valves on air tanks, heated	1	\$ 48.00	\$ 48.00
7.5	MGM type TR-T rear brake chambers		\$ 48.00	\$ -
7.6	S.S. pins on slack adjuster yoke (2 ea. per yoke) For all air brake chambers		No Bid	
7.7	Inverted rear brake chamber mounting in lieu of regular mounting		\$ -	\$ -
7.8	Relocate air dryer		\$ 272.00	\$ -
7.9	Bendix AD9 heated air dryer		\$ 105.00	\$ -
7.10	Bendix AD-IP EP heated air dryer		\$ 320.00	\$ -
7.11	Wabco System Saver 1200 Twin heated air dryer		\$ 683.00	\$ -
7.12	Petcock Drain Valves on brake system tanks	1	STD	
7.13	In Tank Auto heated drain valve		\$ 42.00	\$ -
7.14	Lanyard control on supply wet tank		\$ 16.00	\$ -
7.15	Lanyard control on all brake system tanks		\$ 36.00	\$ -
7.16	Aluminum air reservoirs	1	\$ 223.00	\$ 223.00
7.17	Polished aluminum air reservoirs		\$ 292.00	\$ -
7.18	Increase air capacity for installation of extra axles		\$ 298.00	\$ -
7.19	MACK Road Stability Adv. Bendix ABS/ATC/RSA w/YAW control with mud/snow switch	1	\$ 780.00	\$ 780.00
7.20	Bendix ABS system with traction control 4S/4M	1	STD	
7.21	Furnish automatic traction control (ATC full disable switch)	1	\$ 105.00	\$ 105.00
7.22	Haldex "Gold Seal Plus" brake chamber		STD	
7.23	Haldex "Gold Seal Plus" brake chamber (3" Stroke)		\$ 32.00	\$ -
7.24	Haldex "Life Seal Plus" brake chamber		\$ 53.00	\$ -
7.25	Haldex "Life Seal Plus" brake chamber (3" Stroke)	1	\$ 73.00	\$ 73.00

7.26	MGM TR-T2 Brake Chambers (Tamper Resistant & Breather Tubes)		\$ 40.00	\$ -
7.27	MGM TR-T2 Long Stroke Brake Chambers (Tamper Resistant & Breather Tubes)		\$ 40.00	\$ -
7.28	MGM TR3030LP3THD		\$ 46.00	\$ -
7.29	Electric horn sound when driver door open with park brake released		\$ 67.00	\$ -
7.30	Schreader valve, secondary		\$ 47.00	\$ -
7.31	Relocate all air reservoir in frame		\$ 58.00	\$ -
7.32	Air reservoir in frame, one reservoir on the RH rail behind Cleartech		\$ 112.00	\$ -

8.0 ENGINE/EXHAUST AND FUEL TANKS OPTIONS:

8.1	Mack MP7-345C 325HP@1500-1700 RPM (Peak) 1950 RPM (Gov) 1350 LB-FT Torque		STD	
8.2	Mack MP7-355C 355HP@1600-1800 RPM (Peak) 2100 RPM (Gov) 1250 LB-FT Torque		\$ 296.00	\$ -
8.3	Mack MP7-365C 365HP@1350-1700 RPM (Peak) 1950 RPM (Gov) 1450 LB-FT Torque		\$ 575.00	\$ -
8.4	Mack MP7-375C 375HP@1450-1900 RPM (Peak) 2100 RPM (Gov) 1350 LB-FT Torque		\$ 840.00	\$ -
8.5	Mack MP7-395C 395HP@1450-1700 RPM (Peak) 1950 RPM (Gov) 1550 LB-FT Torque		\$ 1,302.00	\$ -
8.6	Mack MP7-425C 425HP@1500-1800 RPM (Peak) 2100 RPM (Gov) 1550 LB-FT Torque		\$ 2,060.00	\$ -
8.7	Mack MP8-415C 415HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1650 LB-FT Torque		\$ 1,960.00	\$ -
8.8	Mack MP8-425C 425HP@1500-1900 RPM (Peak) 2100 RPM (Gov) 1550 LB-FT Torque		\$ 2,230.00	\$ -
8.9	Mack MP8-445C 445HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1850 LB-FT Torque		\$ 2,759.00	\$ -
8.10	Mack MP8-455C 455HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1750 LB-FT Torque	1	\$ 2,994.00	\$ 2,994.00
8.11	Mack MP8-505C 505HP@1500-1700 RPM (Peak) 1950 RPM (Gov) 1850 LB-FT Torque		\$ 4,077.00	\$ -
8.12	Cleartech RH Frame Rail relcoated for Twin Steer		\$ 3,545.00	\$ -
8.13	Cleartech with DPF vertical RH side BOC, w/SCR vertical LH side BOC		\$ 3,848.00	\$ -
8.14	Single (R/S) Outboard Frame Mounted Vertical Straight Exhaust Stack Turned Out		STD	
8.15	No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura Diffuser, Turned End	1	\$ 291.00	\$ 291.00
8.16	Dual Vertical Straight Exhaust Stack Turned Out End - N/A with Allison Transmission		\$ 1,269.00	\$ -
8.17	Dual Vertical Straight Exhaust Stack w/Bullhorns - N/A with Allison Transmission		\$ 2,755.00	\$ -
8.18	Underframe Right Side Inboard Mounted		\$ 110.00	\$ -
8.19	Single, Bright finish heat shield & stack		\$ 75.00	\$ -
8.20	Dual, Bright finish heat shield & stack		\$ 150.00	\$ -
8.21	Single, Bright finish heat shield, stack & elbow		\$ 189.00	\$ -
8.22	Dual, Bright finish heat shield, stack & elbow		\$ 400.00	\$ -
8.23	Bright finish stainless steel heat shield for frame mounted Mack Cap DPF		\$ 198.00	\$ -
8.24	50 Gallon LH aluminum 22" Dia fuel tank		\$ (300.00)	\$ -
8.25	66 Gallon LH aluminum 22" Dia fuel tank		\$ (248.00)	\$ -
8.26	72 Gallon LH aluminum 26" Dia fuel tank		\$ (180.00)	\$ -
8.27	88 Gallon LH aluminum 22" Dia fuel tank		\$ (177.00)	\$ -
8.28	93 Gallon LH aluminum 26" Dia fuel tank		\$ (100.00)	\$ -
8.29	116 Gallon LH aluminum 22" Dia fuel tank		\$ (86.00)	\$ -
8.30	50 Gallon LH Aluminum D-Shape		\$ (260.00)	\$ -
8.31	66 Gallon LH Aluminum D-Shape		\$ (208.00)	\$ -
8.32	88 Gallon LH Aluminum D-Shape		\$ (125.00)	\$ -
8.33	116 Gallon LH Aluminum D-Shape		\$ (15.00)	\$ -
8.34	66 Gallon LH Aluminum D-Shape with Integral DEF Tank		STD	
8.35	72 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$ 17.00	\$ -
8.36	88 Gallon LH Aluminum D-Shape with Integral DEF Tank	1	\$ 184.00	\$ 184.00
8.37	93 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$ 260.00	\$ -
8.38	111 Gallon LH Aluminum D-Shape with Integral DEF Tank		\$ 450.00	\$ -
8.39	111 & 66 Gallon Aluminum D-Shape tanks, 66 Gallon isolated for Hyd oil		\$ 839.00	\$ -

8.40	50 Gallon RH aluminum 22" Dia fuel tank		\$	288.00	\$	-
8.41	66 Gallon RH aluminum 22" Dia fuel tank		\$	357.00	\$	-
8.42	88 Gallon RH aluminum 22" Dia fuel tank		\$	452.00	\$	-
8.43	50 Gallon RH Aluminum D-Shape		\$	340.00	\$	-
8.44	72 Gallon RH Aluminum D-Shape		\$	449.00	\$	-
8.45	93 Gallon RH Aluminum D-Shape		\$	553.00	\$	-
8.46	50 Gallon RH Aluminum D-Shape		\$	331.00	\$	-
8.47	66 Gallon RH Aluminum D-Shape		\$	410.00	\$	-
8.48	88 Gallon RH Aluminum D-Shape		\$	520.00	\$	-
8.49	116 Gallon RH Aluminum D-Shape		\$	1,016.00	\$	-
8.50	Single polished aluminum fuel tank		\$	206.00	\$	-
8.51	Dual polished aluminum fuel tank		\$	412.00	\$	-
8.52	Isolate RH fuel tank from fuel system for hyd oil		\$	30.00	\$	-
8.53	Dual draw & return fuel system		\$	82.00	\$	-
8.54	Filter neck screen for fuel tank		\$	81.00	\$	-
8.55	Lockable fuel tank cap		\$	35.00	\$	-
8.56	Bright finish DEF tank cover		\$	33.00	\$	-
8.57	6.6 Gallon 22" Left Side Fuel Tank Mounted Def Tank	1	STD			
8.58	8.7 Gallon 26" Left Side Fuel Tank Mounted Def Tank		\$	22.00	\$	-
8.59	11.8 Gallon 22" Left Side Frame Mounted Def Tank		\$	48.00	\$	-
8.60	Bright Finish Aluminum steps & stainless steel bright finish straps		\$	146.00	\$	-
8.61	Bright Finish Fuel Tank Straps - Single Tank	1	\$	32.00	\$	32.00
8.62	Flocs oil change system w/disconnecting fittings	1	\$	133.00	\$	133.00

9.0 ENGINE RELATED OPTIONS:

9.1	Oil fill and dipstick EZ access	1	STD			
9.2	Delco 35 SI Brushless Alternator, 135 AMP		No Bid			
9.3	Delco 24 SI Alternator, 130 AMP		No Bid			
9.4	Delco 24 SI Alternator, 145 AMP		No Bid			
9.5	Leece-Neville Alternator, 145 AMP		No Bid			
9.6	Dual element air cleaner		STD			
9.7	Donaldson Single Stage Air cleaner per spec 12.1 (Inside/Outside Air Intake)	1	\$	329.00	\$	329.00
9.8	Thumb screws for Donaldson, Single stage Air Cleaner		STD			
9.9	Fuel/water separator/heated/ Thermostatically controlled, Davco		\$	522.00	\$	-
9.10	Davco 387 water separator, non heated		\$	156.00	\$	-
9.11	Non-heated fuel/water separator, Mack w/manual drain valve (integral w/primary fuel filter)	1	STD			
9.12	Coolant spin on filter/conditioner	1	\$	55.00	\$	55.00
9.13	Front engine powered take off adapter and radiator cut out	1	\$	119.00	\$	119.00
9.14	Air applied fan drive, Kysor two speed K32 Duro speed fan		No Bid			
9.15	Air applied fan drive, _____ (Brand)		No Bid			
9.16	Viscous fan drive - Behr Electronically modulated	1	STD			
9.17	Radiator hose package (Silicone) per Spec 12.2	1	\$	279.00	\$	279.00
9.18	Curved exhaust pipe end	1	STD			
9.19	Fuel tank per specification 12.7					
9.20	Engine block heater	1	STD			
9.21	In line fuel heater		\$	473.00	\$	-
9.22	In tank fuel heater		\$	407.00	\$	-
9.23	Fuel cooler		No Bid			
9.24	Radiator bug screen	1	STD			
9.25	Engine brake system	1	STD			
9.26	Relocate air dryer		\$	272.00	\$	-
9.27	Extended life anti-freeze	1	\$	55.00	\$	55.00
9.28	Starter motor options					
9.29	Delco 39MT-MXT Starter	1	STD			
9.30	Mitsubishi electric 105P planetary gear reduction starter		\$	53.00	\$	-
9.31	Relocate fuel filter		\$	297.00	\$	-
9.32	Silicone radiator & heater hose with gate valve on each heater hose		\$	233.00	\$	-
9.33	Mack brand EPDM radiator & heater hoses with 1/4 turn ball valve		\$	92.00	\$	-
9.34	Rubber Hose In & Out Fuel Heater, Silicone on all other lines		\$	221.00	\$	-
9.35	Delco 160AMP Brush Type Alternator (28SI)		STD			
9.36	Delco 165AMP Brushless Alternator (36SI)	1	\$	206.00	\$	206.00
9.37	Delco 165AMP Brushless Alternator (36SI) w/Remote Voltage Sensing		\$	235.00	\$	-
9.38	Delco 240 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing		\$	516.00	\$	-

9.39	Delco 320 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing		\$ 894.00	\$ -
9.40	Meritor/Wabco 636 (37.4 CFM) air compressor	1	STD	
9.41	Winterfront over radiator (-40F and up)		\$ 113.00	\$ -
9.42	Extreme Winterfront over radiator (-40F to -60F)		\$ 214.00	\$ -
9.43	Corrosion resistant oil pan - Recommended for snow plow trucks	1	\$ 147.00	\$ 147.00
9.44	Stainless steel oil pan		\$ 2,435.00	\$ -
9.45	Davco 387 heated fuel-water separator		\$ 437.00	\$ -
9.46	120V, 1000W block heater with 150W oil pan heater wired to same receptacle		\$ 137.00	\$ -
9.47	Electric preheater	1	\$ 62.00	\$ 62.00
9.48	Tether device -furnish cap retainer for oil fill, radiator overflow tank, battery box & tool box when furnish		\$ 27.00	\$ -
9.49	Rear engine PTO (Repto): Flange SAE 1350/1410/ISO 7647		\$ 2,115.00	\$ -
9.50	Rear engine PTO (Repto): Splined Shaft Groove (Female) DIN 5462 for install of hydraulic pump		\$ 2,115.00	\$ -
9.51	Air operated PTO control - includes in cab control (RMPTO only)		\$ 118.00	\$ -
9.52	PTO switch and light with wiring and piping		\$ 181.00	\$ -
9.53	PTO switch and light with wiring and piping - M-Drive transmission		\$ 181.00	\$ -

TRANSMISSION OPTIONS:

10.1	2 plate 14" ceramic clutch option for manual transmission		No Bid	
10.2	2 plate 15½" ceramic clutch option for manual transmission		STD	
10.3	External grease fitting for throw out bearing		STD	
10.4	Adjustment free option for 2 plate clutches		\$ 55.00	\$ -
10.5	Synthetic (TranSynd) lubrication for Automatic Transmission	1	\$ 351.00	\$ 351.00
10.6	Synthetic lubrication for manual transmission		STD	
10.7	Allison 3000-RDS 5/6 speed push button, PTO		\$ 7,386.00	\$ -
10.8	Allison 3000-RDS 5/6 speed push button, PTO, w/output retarder		\$ 9,783.00	\$ -
10.9	Allison 3000-EVS 6 speed push button, PTO		\$ 9,625.00	\$ -
10.10	Allison 4000-RDS 5 speed push button, PTO		\$ 13,751.00	\$ -
10.11	Allison 4000-RDS 6 speed push button, PTO		\$ 13,751.00	\$ -
10.12	Allison 4000-RDS 6 speed push button, PTO, w/output retarder		\$ 19,959.00	\$ -
10.13	Allison 4000-EVS 6 speed push button, PTO		\$ 14,972.00	\$ -
10.14	Allison 4500-RDS 6 speed push button, PTO	1	\$ 14,772.00	\$ 14,772.00
10.15	Allison 4500-RDS-R 6 speed, with retarder, push button, PTO		\$ 21,226.00	\$ -
10.16	Allison 4500-EVS 6 speed push button, PTO		\$ 16,251.00	\$ -
10.17	Mack TMD12AFD-HD automated 12 speed transmission (direct drive)		\$ 3,718.00	\$ -
10.18	Mack TMD12AFD-HD automated 12 speed transmission (over drive)		\$ 3,718.00	\$ -
10.19	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (direct drive)		\$ 7,438.00	\$ -
10.20	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (over drive)		\$ 7,438.00	\$ -
10.21	Mack TMD13AFD-HD automated 14 speed. Transmission, ultra-low creeper/multi-speed reverse (over drive)		\$ 7,839.00	\$ -
10.22	Fuller FRO-14210C, 10 speed manual transmission, PTO		STD	
10.23	Fuller RTO-14908LL, 10 speed manual transmission, PTO		\$ 855.00	\$ -
10.24	Fuller FRO-16210C, 10 speed manual transmission, PTO		\$ 1,298.00	\$ -
10.25	Fuller RTO-16908LL, 10 speed manual transmission, PTO		\$ 1,585.00	\$ -
10.26	Fuller FRO-18210C, 10 speed manual transmission, PTO		\$ 1,614.00	\$ -
10.27	Fuller RTO-14909ALL, 11 speed manual transmission, PTO		\$ 1,390.00	\$ -
10.28	Fuller RTO-16909ALL, 11 speed manual transmission, PTO		\$ 2,102.00	\$ -
10.29	Fuller RTLO-18913A, 13 speed manual transmission, PTO		\$ 2,848.00	\$ -
10.30	Fuller RTLO-18918B, 18 speed manual transmission, PTO		\$ 3,407.00	\$ -
10.31	Air assist clutch		\$ 387.00	\$ -
10.32	Mechanical clutch cable		\$ 160.00	\$ -
10.33	Open grated clutch pedal		\$ 16.00	\$ -
10.34	Transmission oil cooler	1	STD	
10.35	Driveshaft guard for center bearing		\$ 32.00	\$ -
10.36	T-Handle shift lever for Allison - Floor mounted		\$ 327.00	\$ -
10.37	Allison shift to neutral when park brake engaged	1	STD	
10.38	3rd or 4th gear hold for Allison transmission		\$ 150.00	\$ -
10.39	Stainless steel transmission coolant pipes	1	\$ 175.00	\$ 175.00
10.40	PTO PTR-FL, Single RH (Inner)		\$ 1,763.00	\$ -
10.41	PTO PTR-DM, Single RH, DIN 5462 (Inner)		\$ 1,040.00	\$ -
10.42	PTRD-D3, Dual RH/LH, DIN 5462 Right & Left		\$ 1,764.00	\$ -
10.43	PTRD-D4, Dual RH/LH, SAE 1400 Flange Right & Left		\$ 1,821.00	\$ -

10.44	GP1-41 Parker gear pump - requires M-Drive transmission and RMPO		\$ 505.00	\$ -
10.45	GP1-60 Parker gear pump - requires M-Drive transmission and RMPO		\$ 637.00	\$ -
10.46	GP1-80 Parker gear pump - requires M-Drive transmission and RMPO		\$ 684.00	\$ -
10.47	F1-61R Parker gear pump - requires M-Drive transmission and RMPO		\$ 740.00	\$ -
10.48	F1-81R Parker gear pump - requires M-Drive transmission and RMPO		\$ 825.00	\$ -
10.49	F1-101R Parker gear pump - requires M-Drive transmission and RMPO		\$ 997.00	\$ -

11.0 ELECTRICAL OPTIONS:

11.1	Resettable circuit breaker electrical protection		No Bid	
11.2	Automatic reset circuit breakers		No Bid	
11.3	Solid state circuit protection		No Bid	
11.4	Circuit box under hood or end of frame, each		No Bid	
11.5	Battery disconnect switch off negative side	1	\$ 113.00	\$ 113.00
11.6	Remote jump start terminals		\$ 128.00	\$ -
11.7	Back up alarm (Preco Factory Model)		No Bid	
11.8	OEM daytime running lights	1	STD	
11.9	3000 CCA batteries in lieu of 1950CCA	1	\$ 66.00	\$ 66.00
11.10	3 each 650/1950 CCA batteries in lieu of 2 each batteries		STD	
11.11	Battery box aft of cab	1	\$ 46.00	\$ 46.00
11.12	Grote 44710 flasher		No Bid	
11.13	Signal Stat 935 turn signal per Spec 12.6	1	STD	
11.14	Auxiliary customer access circuits	1	STD	
11.15	Switch for snowplow lights mounted on instrumental panel. Includes wiring terminated near headlights, for customer mounted auxiliary snowplow lights.	1	\$ 80.00	\$ 80.00
11.16	Power source terminal-2 stud type-mounted on firewall or inside cab with ground to frame rail and to starter, with 6 gauge wire.		No Bid	
11.17	10-position switch panel mounted on instrument panel. Includes 10 lighted switches, ignition control; switches will control relays which will feed stud type junction block mounted inside cab.		No Bid	
11.18	Vehicle speed sensor with speed signal at fuse panel for sander ground speed control system.	1	\$ 20.00	\$ 20.00
11.19	Battery box left hand rail back of fuel tank		\$ 216.00	\$ -
11.20	Battery terminal cable with tall battery terminal nuts		No Bid	
11.21	Dash mounted indicator body/hoist up body builder lamp		\$ 71.00	\$ -
11.22	RH/LH led work light on both side of truck		\$ 132.00	\$ -
11.23	Polished aluminum battery box cover		\$ 60.00	\$ -
11.24	Molded plastic with splash guard		\$ 34.00	\$ -
11.25	Painted steel battery box		No Bid	
11.26	Lockable steel battery box		\$ 69.00	\$ -
11.27	Battery shock pad		\$ 4.00	\$ -
11.28	Body Link w/cab floor pass thru hole/rubber boot		STD	
11.29	Body Link w/o cab floor pass thru hole/rubber boot	1	\$ 225.00	\$ 225.00
11.30	2 Extra dash mounted illuminated toggle switches		\$ 17.00	\$ -
11.31	One extra dash mounted rocker switch thru battery for local installed items		\$ 10.00	\$ -
11.32	One extra dash mounted rocker switch thru ignition for local installed items		\$ 10.00	\$ -
11.33	Six extra switches 2-15A ignition, 1-20A ignition, 1-10A ignition, 1- 5A battery, & 1-20A battery		\$ 128.00	\$ -
11.34	Eight switches - front strobe, rear strobes, wing light, wing strobe, sander light, tail gate lock, and vibrator	1	\$ 275.00	\$ 275.00
11.35	Back up alarm with intermittent feature (Ambient noise sensitive, 90 & 78 DB)		\$ 114.00	\$ -
11.36	Ecco back-up alarm 575 constant sound level	1	\$ 85.00	\$ 85.00
11.37	Ecco back-up alarm SA917 ambient noise sensitive		\$ 114.00	\$ -
11.38	Pollak 41-722 constant audible (mounted on rear crossmember)		\$ 94.00	\$ -
11.39	Fog lights		\$ 107.00	\$ -
11.40	Fog lights provisions - includes dash control & wiring for local installation of fog lights		\$ 14.00	\$ -
11.41	Incandescent tail light		STD	
11.42	Brake lighting on with engine brake		\$ 94.00	\$ -
11.43	LED type tail lights	1	\$ 230.00	\$ 230.00
11.44	Three Mack 925 CCA AGM Long Life Batteries		\$ 263.00	\$ -
11.45	Four Mack 1000/4000 CCA		\$ 188.00	\$ -

11.46	Switch in dash with wiring to cab roof, above LH & RH doors for local installation of strobe lights		\$ 36.00	\$ -
11.47	(2) Roof Mounted Whelan Strobes with switch in dash		\$ 1,892.00	\$ -
11.48	LH roof mounted spot light		\$ 344.00	\$ -
11.49	Trucklite LED side marker light	1	\$ 119.00	\$ 119.00

12.0 CAB EXTERIOR OPTIONS:

12.1	Dual electric horns	1	STD	
12.2	Air horns, dual, round, with snow shields		\$ 109.00	\$ -
12.3	Dual rectangular air horns		\$ 83.00	\$ -
12.4	Fender mirrors per Spec 12.4	1	\$ 153.00	\$ 153.00
12.5	Heated mirrors per Spec 12.5 -West Coast		\$ 119.00	\$ -
12.6	Remote control for R.H. mirror & heated		No Bid	
12.7	Remote control for dual mirrors & heated - Bulldog stylized mirrors illuminated with integral convex mirror		\$ 488.00	\$ -
12.8	Upcharge for cab extension or larger cab		No Bid	
12.9	Severe duty aluminum cab option		No Bid	
12.10	Dupont Highway orange paint or equal		\$ 31.00	\$ -
12.11	Premium paint color option		\$ 233.00	\$ -
12.12	Imron paint option	1	STD	
12.13	Imron and clear coat paint option	1	STD	
12.14	Top of hood painted flat black		\$ 706.00	\$ -
12.15	Cab Air Ride Suspension	1	STD	
12.16	Tilting hood per Spec 12.8	1	STD	
12.17	Butterfly option on hood		\$ 413.00	\$ -
12.18	Transverse hood opening w/setback axle		No Bid	
12.19	Front fender mounted turn signals		No Bid	
12.20	Cab visor, external, painted to match cab color		\$ 212.00	\$ -
12.21	Front fender extensions	1	\$ 105.00	\$ 105.00
12.22	Front fender mud flaps	1	STD	
12.23	Arctic winter wiper blades	0	\$ 22.00	\$ -
12.24	Optional windshield washer tank	1	\$ 31.00	\$ 31.00
12.25	Per truck charge for all trucks, key identical		\$ 43.00	\$ -
12.26	RH observation prism window in door		\$ 32.00	\$ -
12.27	Spotlight LH, RH, or roof mounted each		\$ 71.00	\$ -
12.28	Front tow hooks	1	STD	
12.29	Rear tow hooks		\$ 25.00	\$ -
12.30	Per truck charge for all trucks, key identical - 4 keys		\$ 39.00	\$ -
12.31	Remote control for dual mirrors & heated - Aerodynamic	1	\$ 191.00	\$ 191.00
12.32	Remote control for dual mirrors & heated - Aerodynamic body color		\$ 151.00	\$ -
12.33	Aerodynamic Moto-Mirror Package: LH/RH Motorized & Heated		\$ 581.00	\$ -
12.34	Heated electric wiper blades	1	\$ 157.00	\$ 157.00
12.35	Heated windshield	1	\$ 425.00	\$ 425.00
12.36	One piece windshield		\$ 97.00	\$ -
12.37	Bright finish hood intake	1	STD	
12.38	Bright finish bars with surround grille	1	\$ 86.00	\$ 86.00
12.39	Bullet type chrome marker & clearance lights		\$ 75.00	\$ -
12.40	Led type marker & clearance lights	1	\$ 75.00	\$ 75.00
12.41	RH tool box mounted on frame rail		\$ 256.00	\$ -
12.42	Heated convex mirrors	1	\$ 39.00	\$ 39.00
12.43	Electronic keyless entry		\$ 151.00	\$ -
12.44	Bright finish RH fender mirror		\$ 77.00	\$ -
12.45	Bus style 1/4 round black finish fender mirrors		\$ 222.00	\$ -
12.46	Stainless steel exterior sun visor		\$ 288.00	\$ -
12.47	Bright Finish hood latches		\$ 89.00	\$ -
12.48	10" round bright finish heated fender mirrors		\$ 272.00	\$ -
12.49	Rect convex mirror above RH driver door window		\$ 27.00	\$ -

13.0 CAB INTERIOR OPTIONS:

13.1	Medium grade interior trim package			
13.2	Comfort Trim Package, Steel Gray		\$ 292.00	\$ -
13.3	Comfort Trim Package, Sierra Tan		\$ 292.00	\$ -
13.4	Premium grade interior trim package			
13.5	Preferred Trim Package, Steel Gray	1	\$ 762.00	\$ 762.00
13.6	Preferred Trim Package, Sierra Tan		\$ 762.00	\$ -
13.7	Round universal gauge package	1	STD	
13.8	Power window, passenger side	1	STD	
13.9	Power window/both passenger and driver window	1	STD	
13.10	O.E.M. factory installed, AM/FM stereo, Weather Band,		\$ (28.00)	\$ -

13.11	O.E.M factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth	1	STD	
13.12	O.E.M factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/Xm Satellite		\$ 181.00	\$ -
13.13	Radio accommodation package includes antenna, power supply and two speakers (No radio)		\$ (127.00)	\$ -
13.14	Infotainment + Premium Stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/XM Satellite		\$ 1,036.00	\$ -
13.15	Navigation, requires Infotainment		\$ 770.00	\$ -
13.16	Prep-Kit for Backup Camera, requires Infotainment		\$ 146.00	\$ -
13.17	Navigation & Prep-Kit for Backup Camera, requires Infotainment		\$ 919.00	\$ -
13.18	O.E.M factory installed, air conditioning	1	STD	
13.19	Cab mounted non-resettable hour meter	1	STD	
13.20	Dash mounted air cleaner air restriction gauge - (Display in Co-Pilot only)	1	STD	
13.21	Transmission temp gauges	1	STD	
13.22	Windshield defroster fan w/switch dash mounted		\$ 101.00	\$ -
13.23	Between seats mounted console		\$ 359.00	\$ -
13.24	Transmission oil sensor (check & fill)	1	STD	
13.25	CB hot jacks dash mounted		No Bid	
13.26	Tilt & telescope steering wheel		No Bid	
13.27	Tilt steering wheel	1	STD	
13.28	Self canceling turn signals	1	STD	
13.29	Mack - Air Drivers Seat, High Back, 1 Chamber Air Lumbar	1	STD	
13.30	Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar		\$ 496.00	\$ -
13.31	Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat	1	\$ 486.00	\$ 486.00
13.32	Mack - Air Drivers Seat, high back, 4 Chaber Air Lumbar, Bolster, Extension		\$ 436.00	\$ -
13.33	Mack - Air Drivers Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat		\$ 509.00	\$ -
13.34	National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar		\$ 346.00	\$ -
13.35	National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat		\$ 441.00	\$ -
13.36	Drivers Seat Covering, Black Mordura		\$ 250.00	\$ -
13.37	Drivers Seat Covering, Blended Black & Gray Mordura		\$ 257.00	\$ -
13.38	Drivers Seat Covering, Black Vinyl		\$ 171.00	\$ -
13.39	Drivers Seat Covering, Blended Black & Gray Vinyl		\$ 45.00	\$ -
13.40	Drivers Seat Covering, Vinyl		STD	
13.41	Drivers Seat Covering, Vinyl/Cloth Mix		\$ 194.00	\$ -
13.42	Drivers Seat Covering, Ultra Leather		\$ 635.00	\$ -
13.43	Drivers Seat Covering, Blended Black & Gray Vinyl/Cloth Mix	1	\$ 211.00	\$ 211.00
13.44	Drivers Seat Covering, Blended Black & Gray Ultra Leather		\$ 649.00	\$ -
13.45	Ornit Riders Seat		\$ (70.00)	\$ -
13.46	Mack - Fixed Rider Seat, High Back	1	STD	
13.47	Mack - Fixed Rider Seat, High Back w/Storage Box		\$ 71.00	\$ -
13.48	Mack - Fixed Rider Wide Bench Seat, Mid Back w/Storage Box		\$ 381.00	\$ -
13.49	Mack - Fixed Rider Bench Seat, Mid Back w/Storage Box		\$ 231.00	\$ -
13.50	Mack - Air Riders Seat, High Back, 1 Chamber Air Lumbar		\$ 107.00	\$ -
13.51	Sears - Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar		\$ 463.00	\$ -
13.52	Sears-Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat		\$ 483.00	\$ -
13.53	Mack - Air Riders Seat, high back, 4 Chaber Air Lumbar, Bolster, Extension		\$ 624.00	\$ -
13.54	Mack - Air Riders Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat		\$ 675.00	\$ -
13.55	National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar		\$ 348.00	\$ -
13.56	National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat		\$ 437.00	\$ -
13.57	Riders Seat Covering, Black Mordura		\$ 250.00	\$ -
13.58	Riders Seat Covering, Blended Black & Gray Mordura		\$ 257.00	\$ -
13.59	Riders Seat Covering, Black Vinyl		\$ 171.00	\$ -
13.60	Riders Seat Covering, Vinyl		STD	
13.61	Riders Seat Covering, Vinyl/Cloth Mix		\$ 194.00	\$ -
13.62	Riders Seat Covering, Ultra Leather		\$ 635.00	\$ -
13.63	Riders Seat Covering, Blended Black & Gray Vinyl/Cloth Mix	1	\$ 211.00	\$ 211.00
13.64	Riders Seat Covering, Blended Black & Gray Vinyl/Cloth Mix		\$ 211.00	\$ -

13.65	Riders Seat Covering, Blended Black & Gray Ultra Leather		\$ 649.00	\$ -
13.66	Inboard mounted driver arm rest		\$ 21.00	\$ -
13.67	Inboard mounted driver & rider arm rest	1	\$ 40.00	\$ 40.00
13.68	Without Drivers or Riders Armrest	0	STD	
13.69	Driver seat dust cover		\$ 9.00	\$ -
13.70	Passenger seat dust cover - Not Available with fix passenger seat		\$ 11.00	\$ -
13.71	Drive & Rider Seatbelt with Height Adjustable D-Ring, Orange in Color		\$ 88.00	\$ -
13.72	Orange driver & rider seat belt		\$ 76.00	\$ -
13.73	Push button type starter		\$ 14.00	\$ -
13.74	Co-pilot driver display (enhanced 4.5" diagonal graphic LCD display w/4-button stalk control - includes guard dog routine maintenance monitoring	1	STD	
13.75	Roadwatch ambient air temp gauge for outside and road temps - requires aero-dynamic mirrors	1	\$ 755.00	\$ 755.00
13.76	5lb fire extinguisher between driver seat base and door with valve aimed rearward	1	\$ 63.00	\$ 63.00
13.77	Reflector kit parallel to inside of rider base seat	1	\$ 27.00	\$ 27.00
13.78	Reflector kit mounted parallel & centered against BOC		\$ 32.00	\$ -
13.79	Blend air HVAC with ATC temp regulation & APADS		\$ 169.00	\$ -
13.80	Cab cleanout - includes in cab pneumatic line		\$ 53.00	\$ -
13.81	Cobra 29LTD Classic CB radio		\$ 343.00	\$ -
13.82	Cobra 19DX-IV Compact Cb Radio w/Dynamic Mic		\$ 153.00	\$ -
13.83	48" Radio antenna right side mirror mounted	1	\$ 4.00	\$ 4.00
13.84	48"CB Antenna left side mirror mounted	1	\$ 38.00	\$ 38.00
13.85	CB Binding Posts in Overhead Console		\$ 17.00	\$ -
13.86	CB Mounting In Overhead Console		\$ 48.00	\$ -
13.87	Auto shutoff for radio when truck is in reverse		\$ 55.00	\$ -
13.88	Without Secondary Gauge Package		STD	
13.89	Exhaust pyrometer, transmission oil temperature, boost pressure and brake application gauges	1	\$ 75.00	\$ 75.00
13.90	Exhaust pyrometer, transmission oil temperature, engine oil temperature and brake application gauges		\$ 100.00	\$ -
13.91	Exhaust pyrometer, transmission oil temperature, boost pressure and engine oil temperature gauges		\$ 75.00	\$ -
13.92	Exhaust pyrometer, transmission oil temperature, engine oil temperature and air cleaner restriction gauges		\$ 100.00	\$ -
13.93	Rear Axle temperature gauge	1	\$ 91.00	\$ 91.00
13.94	Red floor lighting w/switch plus (4) door lamps w/switches	1	\$ 103.00	\$ 103.00
13.95	Interior storage console mounted on floor between seats w/12 volt power outlet		\$ 359.00	\$ -
13.96	Bodybuilder interior console mounted to floor between seats		\$ 243.00	\$ -

14.0 MN/DOT OPTIONS:

14.1	Additional warranty coverage per spec 12.9			
14.2	Engine Plan 2 60 months 250,000 miles		\$ 2,910.00	\$ -
14.3	Engine Plan 2 72 months 250,000 miles		\$ 4,690.00	\$ -
14.4	Engine Plan 2 84 months 250,000 miles		\$ 6,270.00	\$ -
14.5	Engine Plan 2 60 months 250,000 miles - HP over 460 horses		\$ 4,308.00	\$ -
14.6	Engine Plan 2 72 months 250,000 miles - HP over 460 horses		\$ 6,961.00	\$ -
14.7	Engine Plan 2 84 months 250,000 miles - HP over 460 horses		\$ 9,414.00	\$ -
14.80	Engine after-treatment systems (EATS) 60 months 250,000 miles		\$ 942.00	\$ -
14.90	Engine after-treatment systems (EATS) 72 months 250,000 miles		\$ 1,708.00	\$ -
14.10	Engine after-treatment systems (EATS) 84 months 250,000 miles		\$ 2,274.00	\$ -
14.11	Engine after-treatment systems (EATS) 60 months 250,000 miles - HP over 460 horses		\$ 1,566.00	\$ -
14.12	Engine after-treatment systems (EATS) 72 months 250,000 miles - HP over 460 horses		\$ 2,087.00	\$ -
14.13	Engine after-treatment systems (EATS) 84 months 250,000 miles - HP over 460 horses		\$ 2,408.00	\$ -
14.14	M-Drive HD Transmission 48 months 500,000 miles		\$ 2,166.00	\$ -
14.15	M-Drive HD Transmission 60 months 500,000 miles		\$ 3,216.00	\$ -
14.15	Allison 60 month unlimited mileage Extended Warranty		\$ 1,312.00	\$ -
14.16	HVAC (Air Conditioning) 60 months		\$ 840.00	\$ -
14.17	Starter 60 months 300,000 miles		\$ 282.00	\$ -
14.18	Alternator 60 months 300,000 miles		\$ 324.00	\$ -
14.19	Starter & Alternator 60 months 300,000 miles		\$ 438.00	\$ -
14.20	Prebuild specification meeting (per person) to be held in St. Paul/Minneapolis area.		\$ 1.00	\$ -
14.21	Pilot inspection meeting (per person).		\$ 2,250.00	\$ -

15.0 TRAILER TOW OPTIONS:

15.1	Trailer tow package extended to rear of frame	1	\$	417.00	\$	417.00
15.2	Trailer package extend to rear of frame per Spec 12.12		\$	534.00	\$	-
15.3	Single 7 pin SAE type, end of frame	1	\$	117.00	\$	117.00
15.4	Dual 7 pins standard SAE type, end of frame (1) for trailer with electric brakes, (1) for trailer with air brakes		\$	213.00	\$	-
15.5	Hand control valve for trailer brakes	1	\$	48.00	\$	48.00

16.0 MANUALS / TRADE-IN INTEREST FEE:

16.1	Percent interest per month (non-compounding) on unpaid cab & chassis balance. Applies only to CPV Members, (Payable after trade-in is delivered to vendor). Percentage/per month.					
16.3	Manuals in print form, parts repair and service, per set			No Bid		
16.4	Premium Tech Tool		\$	4,000.00	\$	-

17.0 Delivery Charges:

Price per loaded mile Starting Point

17.1	Roseville, MN 55113		\$	2.50	\$	-
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18.0 Maintenance/ Body Shop Labor rates

18.1	Rate for Initial Inspection/Diagnosocce		\$	195.00	\$	-
18.2	Rate for Mechanical Work		\$	195.00	\$	-
18.3	Rate for Body Work		\$	195.00	\$	-

19.0 Quantity Discounts:

20 Next Model Year Upcharges

	Enter the following Production Model Year here >>>>>>>>			2026		
20.1	Percentage Upcharge for the following Model Year Base Unit	1		2.00%	\$	2,379.80
20.2	Percentage Upcharge for the following Model Year Options	1		2.00%	\$	728.38

Total Cost: \$ 158,517.18

Houston County Agenda Request Form

Date Submitted: January 13, 2025 Board Date: January 28, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Request Board approval to accept 2025 plow box bid from Towmaster in the amount of \$210,678.00.

State Contract S863(5) Contract #222949 amended.

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

Accept the 2025 plow box bid from Towmaster

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



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.

QT 92826

**** QUOTATION ****

Ship To:	Cust:	3091	Phone:	Bill To:	Phone:
HOUSTON COUNTY HIGHWAY DEPT				HOUSTON COUNTY HIGHWAY DEPT	
1124 E WASHINGTON ST				1124 E WASHINGTON ST	
CALEDONIA		MN 55921	USA	CALEDONIA	MN 55921

ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/02/25	1/02/25	

Serial No.

Order Comments: **STATE OF MN CONTRACT
222949 AMENDED**

Build Instructions F.O.B. LITCHFIELD, MN -OR- CUSTOMER LOCATION W/FUEL CHARGES ONLY

Other Instructions **PRICING VALID ON ORDERS PLACED BY 2/29/25**

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9906250	- Body APB 15'-46-56 FD All Purpose body manufactured from 7 ga Stainless Steel 1/4" floor, Double acting plain tailgate, (no chutes) 34" wide conveyor, dual direct drive motors Direct drive cross auger, telescopic hoist, NO CAB SHIELD, front sliding feedgate, standard spinner assembly NO LIGHTS, NO OVALS in RCP, 409 stainless steel corner post, air trip tailgate release, Board pockets, 1 body prop, High Temp belt over chain, slat on every link. NO UNDERSIDE CONVEYOR COVER. **NOTE: CUSTOMER REQUIRES SOLID STATE 3/4" DIA "PENCIL LIGHTS" TO BE USED FOR REAR AND SIDE MARKER LIGHTS, ALONG WITH REQUIRED REFLECTORS PLACED IN THE SAME REGION OF THE LIGHTS.	\$74,013.00	\$74,013.00
1	SPECIAL NOTE - Special Note: UNDERSIDE CONVEYOR COVER & CABLE PULL-OFF VALVE DELETED FROM CONFIGURATION AS PER CUSTOMER REQUEST			
1	CUSTOM - Custom Equipment Pkg consisting of: CENTER (TALL) BOARD SUPPORTS, INTERIOR STEPS ADDED TO BODY, AND D-RING ADDED TO INSIDE TOP OF TAILGATE		\$805.00	\$805.00
1	9903157	- Body Option Swenson APB Double Acting Cylinder in Lieu of Std Single Acting **NOTE: NO CABLE PULL-OFF VALVE WANTED - - SEE NOTE AT END OF ORDER	\$1,891.00	\$1,891.00
1	9903159	- Body Option Swenson APB Air Operated Tailgate Control with Air Switch	\$360.00	\$360.00
1	9901701	- Installation of Dump Body to hoist	\$2,262.00	\$2,262.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



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****NOTE: CUSTOMER REQUIRES SOLID STATE 3/4" DIA "PENCIL LIGHTS" TO BE USED FOR REAR AND SIDE MARKER LIGHTS, ALONG WITH REQUIRED REFLECTORS PLACED IN THE SAME REGION OF THE LIGHTS.**

1	9901702 - Installation of air operated tailgate latch kit, with solenoid valve in hydraulic valve enclosure.	\$425.00	\$425.00
1	9900147 - Body acc Box Vibrator - Cougar model DC3200	\$796.00	\$796.00
1	9901703 - Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.	\$496.00	\$496.00
1	9900148 - Body acc'y License plate light at rear (for weld on cabshields) installed	\$305.00	\$305.00
1	9900149 - Body acc'y MUDDLAPS, FRONT (of driver wheels) w/ brkts installed	\$590.00	\$590.00
1	9900150 - Body acc'y Grab Handle, un-plated, weld-on installed (ea) SPECIFY LOCATION HERE:	\$43.00	\$43.00
1	9901225 - Cabshield, 1/2 type weld-on style, Stainless Steel, attached to body **NOTE: License plate bracket & light to be provided on back face upper edge of Cabshield, LH (driver's side).	\$2,976.00	\$2,976.00
1	9900207 - Ladder Access ladder (STAINLESS STEEL) Including Grab Handle above, and Interior Step, ea, Installed **NOTE: LADDER NEEDS TO EXTEND BELOW THE BODY SIDE RUBRAIL TO ALLOW FOR EASIER ACCESS. AT LEAST 1 ADDITIONAL RUNG LOWER THAN PREVIOUS EXAMPLES. SPECIFY LOCATION HERE: LH FRONT AREA	\$827.00	\$827.00

--- Continued ---

Accepted by

Date

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Net Cost:

Freight

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ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/02/25	1/02/25	

Serial No.	
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Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900209	- Body acc'y Shovel Holder, Vertical fork/ring style (ea)	\$85.00	\$85.00
1	9900211	- Body acc'y Dual "split" sander manifolds	\$534.00	\$534.00
1	9900215	- Light Dbl Face Turn Lights w/steel protectors (cabshield sides)	\$598.00	\$598.00
1	9904246	- Light Warning TMTE1SS-3 PKG: (2) STAINLESS STEEL 23H 3-light LED Micro-Edge, (2) 5M-400 Super-LED, (2) Side TIR3 LED, (2) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed	\$4,995.00	\$4,995.00
1	9905778	- Light Mirror Mounted ABL 3800 LED HEAD LAMP FLOW LIGHTS W/ICE MELTING TECHNOLOGY Installed	\$1,506.00	\$1,506.00
1	9900259	- Light acc'y LED work light with disconnect Installed **NOTE: BOX CARGO LIGHT - - MOUNTED ON CABSHIELD TO SHINE INSIDE OF DUMP BODY. SEE PREVIOUS EXAMPLES	\$589.00	\$589.00
1	1965280	- Minimizer FKMACK2B Floor Mat Set for TDM and SGL	\$249.00	\$249.00
1	9900279	- Body Acc'y Side Boards (SGL or TDM) 2" OAK (rough sawn) 2-pc, Installed.	\$788.00	\$788.00
1	9901711	- Installation of Telescopic DOUBLE acting hoist	\$1,335.00	\$1,335.00
1	9902920	- Scraper FALLS IB-11A 1" MB, w/single lift cylinder, LESS CUTTING EDGES	\$8,795.00	\$8,795.00
1	9902822	- VBL Vallite Curved Double Bevel 3/4" x 6" x 5' w/5/8" dia holes, cutting edge	\$113.00	\$113.00

--- Continued ---

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	TIM ERICKSON	NET 30 DAYS	1/02/25	1/02/25	
Serial No.					

1 9902830 - VBL Vallite Curved Double Bevel 3/4" x 6" x 6' w/5/8" dia	\$135.00	\$135.00
holes, cutting edge		
1 9901705 - Installation of underbody fixed angle scraper w/single lift	\$3,546.00	\$3,546.00
cylinder		
1 9904232 - Scraper FORCE Up Charge Electric pressure transmitter to	\$429.00	\$429.00
read on LCD screen installed		
1 9900351 - Scraper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve,	\$966.00	\$966.00
installed		
1 9902941 - Wing Falls RHSDL9A-HYDPB Primed LESS CUTTING EDGES	\$14,180.00	\$14,180.00
1 9902855 - VBL 3/4" x 6" - 9' Carbon Steel Snow Blade	\$223.00	\$223.00
1 9900388 - Installation Falls SDL Series Wing - w/Bulkhead Couplers	\$6,426.00	\$6,426.00
1 9900477 - Wing Falls Hwy Orange - Paint Moldboard	\$447.00	\$447.00
1 9900557 - Plow Hitch Falls 44XB2/STD/STD/DA-HITCH	\$4,140.00	\$4,140.00
1 9900590 - Installation Falls Plow Hitch - 40 Series 4Line/STDBLKHD	\$2,738.00	\$2,738.00
1 9903091 - Plow Falls RH312R/SPR-TRP/NOSHU/PRI-E1/7GA LESS CUTTING	\$10,036.00	\$10,036.00
EDGES		
1 9900625 - Plow Push Unit Falls 24/44 Series Std	\$1,265.00	\$1,265.00
1 SPECIAL REQUEST - Special Request Charges for:	\$935.00	\$935.00
REINFORCEMENT OF FALLS PLOW MOLDBOARD AS PER PREVIOUS EXAMPLES		

--- Continued ---

Accepted by

Date

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	TIM ERICKSON	NET 30 DAYS	1/02/25	1/02/25	

Serial No.	
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Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900639	- Plow Falls Rubber Belt Deflector Kit - Installed	\$489.00	\$489.00
1	9900679	- Plow Falls Hwy Orange Paint, Rev Plow, w/installation	\$594.00	\$594.00
1	9900730	- Plow Falls SCR-ADJ/SHOE/REV-PLW/STD	\$865.00	\$865.00
1	9902858	- VBL 3/4" x 6" - 12' Carbon Steel Snow Blade	\$297.00	\$297.00
1	9900758	- Hitch TMTE Heavy Duty plate ass'y w/light holes in plate,	\$723.00	\$723.00
1	9901716	- Hitch Installation of Pup Hitch (weld in style)	\$1,132.00	\$1,132.00
**NOTE: HITCH PLATE FACE TO BE LOCATED: SEE PREVIOUS EXAMPLE FOR PLACEME				
1	9900764	- Hitch PREMIER 2300 Air Cushion Pintle, installed	\$1,235.00	\$1,235.00
**NOTE: 1. HEIGHT TO BE 24" GROUND TO SADDLE 2. PINTLE HOOK WILL NEED TO BE REMOVED AND SHIPPED LOOSE IN CAB TO ACCOMODATE THE REAR WING POST ACROSS THE TOW HITCH.				
1	9902493	- Hitch 7 contact Standard Round Pin Std socket installed	\$164.00	\$164.00
1	9900769	- Hitch TMTE Pup hyd line w/std Coupler & pup trip switch pkg, installed	\$714.00	\$714.00
1	9901733	- Sander Install & configure sander components as rigid frame mount on chassis	\$4,608.00	\$4,608.00
**NOTE: SEE PREVIOUS EXAMPLE FOR SANDER SPINNER LINES TEE-OFF AND ROUTED TO REARHITCH PLATE.				
1	9900852	- Valve System, Force Add-A-Fold MCV-ISO Valve 10 Functions , INSTALLED	\$19,617.00	\$19,617.00

--- Continued ---

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Date

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ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/02/25	1/02/25	

Serial No. [REDACTED]

**NOTE: BOX HOIST, PLOW LIFT, PLOW ANGLE, WING TOE, WING HEEL, WING
 PUSHBAR, SCRAPER LIFT, CONVEYOR, CROSS AUGER, & SPINNER. SEE ALSO
 ADDITIONAL LINE ITEMS BELOW**

1	9900998 - Valve Force PUP HOIST Section ADD-A-FOLD, Includes extra section & harness provision	\$1,499.00	\$1,499.00
1	9902500 - Control System Force ULTRA-5-5100EX-3F Commander control, Installed	\$16,020.00	\$16,020.00
1	9904959 - Slim-Line (space saver) 30 gal reservoir w/intank filter included, INSTALLED (STAINLESS STEEL)	\$5,289.00	\$5,289.00
1	9900888 - Pump Force FASD45L LS (6 ci) installed	\$6,015.00	\$6,015.00
1	9900871 - Switch TMTE BODY UP Installed (electric controls only)	\$258.00	\$258.00
1	9900884 - Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed	\$317.00	\$317.00
1	WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 4 yr SwapLoader Hoists; 2 yr Hyd, Snow Equip, Tele Hoists, and all other items.		

Accepted by	Date		Price:	\$210,678.00
			Total Discounts:	
			Net Cost:	\$210,678.00
			Freight	
			Total:	\$210,678.00

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep brushes).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

Houston County Agenda Request Form

Date Submitted: January 9, 2025 Board Date: January 28, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Request Board approval to purchase several pieces of equipment that are in the 2025 budget. Those pieces include -an air compressor, a trailer, a soil conditioner, and a storage container.

Attachments/Documentation for the Board's Review:

Quotes for these items are included in the packet.

Justification:

Action Requested:

Approve the items individually for purchase.

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. 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.

**HOUSTON COUNTY MINOR EQUIPMENT
QUOTES
JANUARY 28, 2025**

EQUIPMENT	VENDOR	QUOTE	2025 BUDGET	RECOMMEND PURCHASE	NOTES
AIR COMPRESSOR	DAKOTA FLUID POWER ELGI EN11-150TRD 15 HP	\$ 12,271.00	\$ 15,000.00	Yes	Price excludes install
TRAILER	SANCO EQUIPMENT B & B TBCT2420 20K 18', 6' PARTIAL TILT	\$ 17,785.00			
	SALES TAX	\$ 1,222.72			
	TOTAL	\$ 19,007.72	\$ 25,000.00	No	
TRAILER WITH RACKING	SANCO EQUIPMENT B & B TBCT2420 20K 18', 6' PARTIAL TILT	\$ 20,610.00			Recommend purchasing trailer with racking
	SALES TAX	\$ 1,416.94			
	TOTAL	\$ 22,026.94	\$ 25,000.00	Yes	
SOIL CONDITIONER	BOBCAT OF THE COULEE REGION SOIL CONDITIONER, 84" HYDRAULIC ANGLE AND DEPTH FOR HIGH FLOW MACHINES	\$ 12,083.13	\$ 15,000.00	Yes	
STORAGE CONTAINER	FITTING BROTHERS 4 SIDED CONTAINER 40' LONG X 8' WIDE X 9.5' TALL	\$ 9,000.00			Recommend purchasing 2 containers
	IF TWO ARE PURCHASED \$200.00 DISCOUNT	\$ 17,600.00	\$ 18,000.00	Yes	



QUOTATION

Bill To:
Dakota Fluid Power, Inc.
2713 Hemstock St
La Crosse, WI 54603
US

Sales Location:
La Crosse

Order Number	
2391997	
Order Date	Page
12/18/2024 07:36:45	1 of 2

Quote Expires On: 01/17/2025

Bill To:
HOUSTON COUNTY HIGHWAY DEPT
1124 E Washington St
Caledonia, MN 55921-1623
US

Ship To:
HOUSTON COUNTY HIGHWAY DEPT
1124 E Washington St
Caledonia, MN 55921-1623
US

Ship To Phone: 507-725-5815

Customer ID: 120043 **TERMS:** Net 30

PO Number					Required Date	Carrier Code		Taker / Salesman	
Compressor Quote					12/18/2024	See Shipping Instructions		SCOTT.SEVERSON	
Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price	
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size			
1.00	0.00	1.00	EA		EN11-150TRD	EA	12,271.0000	12,271.00	

Order Line Notes: *****delivery running 3-4 weeks ARO- freight charges would be estimated at 680.00- DAKOTA FLUID POWER WOULD NEED TO COME IN AFTER THE UNIT IS WIRED AND PLUMBED TO COMMISSION THIS UNIT FOR WARRANTY- THE ESTMATED COST FOR THISWOULD BE APPROX 350.00. WE CAN ALSO QUOTE THE PLIMBING OUT OF THIS TO YOUR EXISTING LINE -CONTACT US IF YOU WANT THAT QUOTE***

Total Lines: 1

SUB-TOTAL: 12,271.00
TAX: 0.00
AMOUNT DUE: 12,271.00
 U.S. Dollars

ALL SALES SUBJECT TO OUR TERMS AND CONDITIONS LOCATED AT:
www.dakotafluidpower.com/terms-and-conditions

12.17.2438 2/21/2017



Document ID: 2391997

Dakota Fluid Power, Inc.

Terms and Conditions

DEFINITIONS

"Seller" is defined as Dakota Fluid Power, Incorporated, and its Divisions.

"Customer" is defined as person or entity purchasing goods or service from Seller.

"Agreement" is defined as Terms and Conditions contained herein.

"EXW" (Ex Works) refers to international shipments; is an international trade term that describes an agreement in which the seller is required to make goods ready for pickup at his or own place of business. Exact definition differs by jurisdiction.

"FOB" is defined as Freight on Board, shipping point.

GENERAL - These terms and conditions of sale and warranty, and the Sellers Quote or Order Acknowledgement to which they have been incorporated by reference, shall constitute the final, complete and exclusive statement of this contract and may not be modified or rescinded, except by a written instrument signed by the parties. As an offer, the Sellers Quote or Order Acknowledgement expressly limits acceptance to these terms and conditions. As an acceptance of the Customer's offer, this acceptance is expressly conditioned on the Customer's assent to any additional or different terms contained herein. As a confirmation of an existing contract, the parties agree that the Sellers Quote or Order Acknowledgement and these terms and conditions of sale and warranty constitute the final, complete and exclusive terms and conditions of the contract between the parties. Any varying, differing or additional terms and conditions contained in the Customer's purchase order, request for quotation or elsewhere in any other document shall not be binding upon the Seller.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY See Warranties and Limitations (Separate Document)

PRICES/TAXES

Prices quoted by Seller in the quotation are:

- Subject to change without notice.
- Exclusive of all Federal, State, Municipal or other Government Excise Sales Use, Occupational or like taxes now in force or to be enacted in the future.
- Subject to an increase equal in amount to any tax Seller may be required to collect to pay upon the sale of the items quoted.
- Quoted as EXW or FOB.

PRODUCTION ESTIMATES

- Production estimates are based on Seller's analysis and understanding of the work to be performed and assume various production factors including normal working conditions and the use of materials which conform to: (i) the specification contained herein, (ii) the specifications and supply of goods (iii) the standards of the industry. It is therefore EXPRESSLY UNDERSTOOD THAT PRODUCTION ESTIMATES ARE NOT GUARANTEED.
- Work tolerances, if any, to be obtained by the Goods are based on Seller's assumption that the material to be processed will have been properly processed through all previous operations, inspections and will be of quality standard, which will not impede achievement of the quoted tolerances.
- Seller's obligation with respect to production estimates shall be fully and completely satisfied when Customer has provided documentation of approval.

SHIPPING/DELIVERY ESTIMATES

- Any shipping date expressed is approximate and dependent upon prior sales and circumstances beyond Seller's control.
- The Shipping date will be computed from the date of receipt of all data required to enable complete engineering or acceptance of purchase order as provided in the Acceptance paragraph above, whichever is later.
- Seller shall not be liable for damages or delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing, any priority system established by any agency of the United States Government, acts of God, accidents, strikes, insurrections, war, shortage of materials, lack of transportation and failure of performance of subcontractors or suppliers for similar reasons. Failure of Seller to perform for these reasons shall not be grounds for Customer's cancellation of its order but the delivery date shall be extended accordingly and Seller will notify Customer of the causes of the anticipated delay. Customer's receipt of the Goods, upon their delivery, waives all of Customer's claims for delay. Damages under this section are limited to the terms of the Limitation of Liability section.
- Seller shall have the right to select the carrier unless the carrier is designated by Customer and upon delivery of the Goods by Seller to the carrier, the carrier shall be deemed to be the agent of Customer and thereafter risk of loss shall be on Customer.
 - Inspections/Acceptance - Customer shall be responsible for thoroughly inspecting each shipment of products upon receipt.
 - Partial shipments - Unless otherwise stated, Seller reserve the right to partial ship and bill accordingly.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY DELAYS WHETHER OR NOT SUCH DELAYS ARE BEYOND SELLER'S CONTROL.

PAYMENT/TERMS

- Customer, if credit terms have been established, agrees that invoices are due within the terms established at time of order.
- Customer, without credit terms established, agrees to pay invoice at time of purchase.
- Interest may be charged at the rate of two percent (2.0%) per month or the maximum rate allowed under state law, if it is a lesser number, on any payments which are not received by the due date. Any expenses of collection, including reasonable attorney's fees, shall be borne by Customer.
- International transaction payments shall be made via wire transfer, prior to shipment of product.
- Seller reserves the right to modify these terms for international business and special projects.

SPECIAL ORDERS

Customers that do not have credit terms with Seller, agree that Special Order parts are to be prepaid when order is placed and all shipping costs incurred with the order will be invoiced at delivery of said special order.

PROPERTY AND PATENT RIGHTS

- Seller retains for itself any and all property rights, including but not limited to all patent, copyright, and trade secret rights, to the Software Materials and to all designs, engineering details, documentation, and other data pertaining to any equipment designed in connection herewith and to all right of discovery, invention or patent rights arising out of the work done in connection herewith. Customer expressly agrees that it will not assert any property rights herein, except the right for itself and subsequent owners to use the equipment.
- Seller grants Customer a nonexclusive and nontransferable license to use one copy of the Software Materials for its own internal purposes for a term of 99 years. Pursuant to such license, Customer shall have the right to copy the Software Materials solely for back-up and archival purposes. Customer expressly agrees that it will not assert any property rights herein, except the right for itself and subsequent owners to use the equipment.
- Customer acknowledges that the Software Materials constitute valuable trade secrets of Seller and are unpublished works on which Seller, or Seller's vendor, holds the sole and exclusive copyright. Customer agrees to maintain and protect the confidentiality of these trade secrets and agrees not to disclose them or use them for any purpose not contemplated by this Agreement. Customer agrees to formulate and adopt appropriate safeguards in light of its own operating activities, to insure protection of the confidentiality of these trade secrets. Customer shall immediately notify Seller of any information which comes to its attention which indicates that there has been any loss of confidentiality of Seller's trade secret information.

DRAWINGS

Drawings will be provided by Seller only upon special request of Customer and subsequent approval of Seller.

- Seller may provide reproducible copies of specification sheets, which list all assemblies and components. Pertinent assembly drawings will be included in the instruction manual.
- Seller may provide original layout drawings, complete fixture drawings and lubrication diagrams with related information.

INSTALLATION/FIELD ENGINEER SERVICES

Unless otherwise specifically indicated, the quoted prices DO NOT include the services of Seller's field engineer to supervise the installation of equipment and instruct the operator in its proper use.

CUSTOMER'S USE AND OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

- It is Customer's responsibility to provide anything that may be necessary to effectively protect all personnel from all bodily injury which otherwise may result from the method of particular use, operation, set-up or service of the Seller's products. If supplied or required, the operator's manual or machine manual, all applicable Safety Standards, OSHA regulations, other sources and other applicable regulations should be consulted to protect personnel.
- The proposed equipment or goods may not be used without all recommended or included safety devices.

RETURNS

Return of merchandise must be authorized in writing by Seller, have Seller's "Return Merchandise Authorization" (RMA) number and be accompanied by a copy of original packing slip verifying shipment from Seller's plant or warehouse. Any request to return goods must be made within ten (10) days from the receipt of the goods by Purchaser.

- All returns will be subject to inspection. Returns must be in original container and in a resalable condition; no signs of contamination or damage and with no visible signs of having been installed.
- Certain products purchased from Seller that has been removed from the original packaging may not be returnable.
- Special order parts are subject to vendor return policy and may not be returnable. There will be a 10% return fee on the part(s) in addition to any vendor return fees if the part is returnable. Return freight charges from Seller to manufacturer will be applied.
- There will be no returns on any parts after 30 Days from purchase.
- There will be no refunds on freight charges.

CANCELLATION

Non-Cancellable and Non-Returnable items may only be returned or cancelled upon the express written approval of Seller. If no such approval is granted, Customer remains responsible for payment of any and all invoices relating to such items. Any customized fabricated system sold to Customer shall be non-cancellable, non-returnable. In the event Seller grants Customer cancellation of an order or any part thereof, cancellation charges shall be paid by Customer to Seller as follows:

- Any and all work that is complete or scheduled for completion within thirty (30) days of the date of cancellation granted by Seller shall be invoiced to Customer and paid in full.
- For work-in-process, other than covered by item a) above, and any materials and supplies procured, or for which definite commitments have been made by Seller in connection with Customer's order, the Customer shall pay the actual costs and overhead expenses determined in accordance with Seller's normal accounting practices, plus a minimum of fifteen percent (15%), upon invoicing.
- All cost of storage, insurance, hauling, boxing or other costs in connection with material owned by Customer but on hand at Seller's premises on account of cancellation shall be borne by the Customer.

FOREIGN PRINCIPAL PARTY IN INTEREST; FREIGHT FORWARDER AND DOCUMENTATION (EX-WORKS)

It is specifically agreed that the Customer shall be the foreign principal party in interest and/or that its freight forwarder shall act as Customer's agent in such capacity for Export Administration Act or other applicable purposes, and Customer and freight forwarder shall assume responsibility for all export or routed transactions documentation. At Seller's request, Customer or its freight forwarder shall provide copies of any export, shipping, or import documentation prepared by Customer or its freight forwarder related to sales to them by Seller.

PERMITS, EXPORT, AND IMPORT LICENSES

Customer shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation and/or under the Export Administration Regulations, International Traffic in Arms Regulations, Toxic Substances Control Act, or other applicable laws or regulations.

EXPORT CONTROLS AND RELATED REGULATIONS

Customer represents and warrants that it is not on, or associated with any organization on the United States Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or the United States Department of the Treasury's Office of Foreign Assets Control lists, Specially Designated Nationals, Specially Designated Global Terrorists, Specially Designated Narcotics Traffickers, Specially Designated Foreign Terrorist Organizations, Designated Terrorists List; or the United States Department of State's Designated Foreign Terrorist Organizations, Embargoed Countries List, or Debarred Persons List; or is subject to a denial order issued by the United States Department of Commerce. Customer shall comply with all relevant laws and regulations of governmental bodies or agencies, including but not limited to all applicable export control laws of the United States or other governing agencies and their successors. CUSTOMER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

COUNTRY OF IMPORTATION AND ANTI-DIVERSION

Customer represents that it is purchasing products from the U.S. and importing them to the country specified in the Customer and Seller documentation. Customer agrees that the products will be shipped to the specified destination in compliance with the laws of such destination and the U.S., and that the products will not be directly or indirectly sold, exported, transferred, assigned, used, or otherwise disposed of in a manner which may result in any non-compliance with applicable U.S. laws and regulations relating to the product purchased by Customer. Any commodities, technology and software will be exported from the U.S. in accordance with the U.S. Export Administration Regulations and other applicable laws or regulations. Diversion contrary to U.S. law is prohibited. If requested by Seller, Customer shall provide documentation satisfactory to Seller verifying delivery at the designated country. Customer further agrees to inform Seller at the time of order of any North American Free Trade Agreement or other applicable documentation, packaging or product marking or labeling, but Seller shall not be responsible for providing any such documentation, packaging, marking or labeling other than such documents that are necessary under U.S. export laws and regulations for export, unless Seller expressly agrees, in writing, to do so.

INDEMNIFICATION

- Customer agrees to defend, indemnify and hold harmless the Seller, its parent and affiliates, and their officers, agents and employees, against all claims, losses, expense and causes of action of every kind, made or asserted by any third party arising out of, or in connection with this Agreement or the article(s) sold hereunder.
- Customer agrees to indemnify Seller for all costs incurred by Seller, including legal fees and court costs, as a result of any claim brought against Seller arising from Customer's conduct, including, but not limited to, Customer's misuse of the product or, for any custom-designed product, design decisions or product choices made by Customer.

WAIVERS

- Customer hereby waives, for itself and for any and all persons who may assert a claim or lien in Customer's place or stead, whether by subrogation or otherwise, any and all liens or claims of lien against the Seller for payments made by Customer's Workman's Compensation insurance carrier to Customer's employees for injuries alleged to have been caused by any article sold hereunder.
- Customer hereby waives, for itself and for any and all persons who may assert a claim or lien in Customer's place or stead, whether by subrogation or otherwise, any and all claims against Seller for contribution or for indemnity, whether such claims arise under contract, statute, common law, or otherwise.

U.S. FOREIGN CORRUPT PRACTICES ACT

Customer states that it is an independent contractor, and represents, warrants, and covenants that it has not paid, offered or agreed to pay, authorized the giving of, or caused to be paid, directly or indirectly, money or anything of value to any foreign official (as defined in the U.S. Foreign Corrupt Practices Act, as amended), in connection with the purchase and resale of the products ordered from Seller.

APPLICABLE LAW

This agreement, and all the rights and obligations hereunder, shall be construed pursuant to the laws of the State of South Dakota.



GENERAL RETAIL PURCHASE AGREEMENT



Sanco Equipment, LLC - 630 Schumann Drive NW Stewartville, MN 55976
(507)285-0753

DATE:	12/18/2024	PO #:	
BUYER:	Huston County Highway Department	PHONE:	507-459-4191
ADDRESS:	1124 E Washinton st	CITY:	Caledonia
STATE:	MN	ZIP:	55921
CONTACT:	Jordan Goeden	E-MAIL:	

Qty	N/U	MAKE	MODEL	DESCRIPTION	EQ NO.	SERIAL NO.	AMOUNT
1	Used	B&B	TBCT2420	20k 24' 18',6' partial tilt			\$ 17,785.00

TRADE-IN'S BUYER CERTIFIES BELOW TRADE-IN'S TO BE FREE OF ENCUMBRANCES:

YEAR	MAKE	MODEL	DESCRIPTION	HOURS	#NAME?	TRADE-IN ALLOWANCE

1. FREIGHT & HANDLING			
2. TOTAL CASH DELIVERED PRICE	\$	17,785.00	
3. TRADE-IN ALLOWANCE	\$	-	
4. SUB-TOTAL BEFORE TAX	\$	17,785.00	
5. SALES TAX	0.000%	\$	-
6. DOCUMENTATION FEES			
7. DOWN PAYMENT			
8. TOTAL DUE AT DELIVERY	\$	17,785.00	
CHECK ONE	X	SOLD USED AS-IS. No warranty of any kind has been given by the dealer or his agent.	
		SOLD NEW WITH MANUFACTURER'S WARRANTY	

SPECIAL AGREEMENTS:

ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT must be made in dealer's shop and buyer is responsible for hauling equipment for repair. No warranty is given by the dealer for tires, batteries, or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse or negligence. This warranty is not transferable. I hereby agree to the conditions of this order expressed in the foregoing, constituting a purchase order hereby rants to Dealer a security interest in all of the goods described herein, and all accessions and additional thereto and all proceeds thereof.

Notice to Buyer: Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract before you sign. You have the right to pay in advance the unpaid balance of the contract and obtain a partial refund of the finance charge based on.

BUYER'S NAME: _____

BUYER'S SIGNATURE: _____

TODAY'S DATE: 12/18/2024

SALESMAN: Nick Stadheim

SECONDARY SALESMAN: -

GENERAL RETAIL PURCHASE AGREEMENT



Sanco Equipment, LLC - 630 Schumann Drive NW Stewartville, MN 55976
(507)285-0753

DATE:	12/18/2024	PO #:	
BUYER:	Huston County Highway Department	PHONE:	507-459-4191
ADDRESS:	1124 E Washinton st	CITY:	Caledonia
STATE:	MN	ZIP:	55921
CONTACT:	Jordan Goeden	E-MAIL:	

Qty	N/U	MAKE	MODEL	DESCRIPTION	EQ NO.	SERIAL NO.	AMOUNT
1	Used	B&B	TBCT2420	20k 24' 18',6" partial tilt with racking			\$ 20,610.00

TRADE-IN'S BUYER CERTIFIES BELOW TRADE-IN'S TO BE FREE OF ENCUMBRANCES:

YEAR	MAKE	MODEL	DESCRIPTION	HOURS	#NAME?	TRADE-IN ALLOWANCE

1. FREIGHT & HANDLING			
2. TOTAL CASH DELIVERED PRICE	\$	20,610.00	
3. TRADE-IN ALLOWANCE	\$	-	
4. SUB-TOTAL BEFORE TAX	\$	20,610.00	
5. SALES TAX	0.000%	\$	-
6. DOCUMENTATION FEES			
7. DOWN PAYMENT			
8. TOTAL DUE AT DELIVERY	\$	20,610.00	
CHECK ONE	X	SOLD USED AS-IS. No warranty of any kind has been given by the dealer or his agent. SOLD NEW WITH MANUFACTURER'S WARRANTY	

SPECIAL AGREEMENTS:

ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT must be made in dealer's shop and buyer is responsible for hauling equipment for repair. No warranty is given by the dealer for tires, batteries, or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse or negligence. This warranty is not transferable. I hereby agree to the conditions of this order expressed in the foregoing, constituting a purchase order hereby rants to Dealer a security interest in all of the goods described herein, and all accessions and additional thereto and all proceeds thereof.

Notice to Buyer: Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract before you sign. You have the right to pay in advance the unpaid balance of the contract and obtain a partial refund of the finance charge based on.

BUYER'S NAME: _____

BUYER'S SIGNATURE: _____

TODAY'S DATE: 12/18/2024

SALESMAN: Nick Stadheim

SECONDARY SALESMAN: -



Quotation Number: **DV915904**
Quote Sent Date: **Dec 16, 2024**
Expiration Date: **Jan 15, 2025**
Prepared By: **David Vanderzee**
Phone: 507-313-8474
Email: dvanderzee@couleebobcat.com

Customer
HOUSTON COUNTY 271977 -
CALEDONIA - MN
ENVIRONMENTAL SERVICES, ROOM
202 COURTHOUSE, 304 S MARSHALL
CALEDONIA, MN, 55921

Contact

Dealer
Bobcat of the Coulee Region, Inc.,
Dresbach, MN
31465 VETERANS RD
DRESBACH, MN, 55947

Item Name	Item Number	Quantity	Price Each	Total
Soil Conditioner, 84-in Hydraulic Angle and Depth for High Flow machines	7135947	1	14,522.00	14,522.00
Attachments Plus Electrical Adapter Kit - John Deere	6733973	1	278.95	278.95
14 Pin T-Harness Kit - Soil Conditioners	7155357	1	334.96	334.96

Total for Soil Conditioner, 84-in Hydraulic Angle and Depth for High Flow machines	15,135.91
--	-----------

Quote Total - USD	15,135.91
Dealer P.D.I.	50.00
Destination Charges	315.00
Dealer Assembly Charges	67.50
Discount	
<i>GOV DISCOUNT</i>	-3,485.28
Sales total before Taxes	12,083.13
Taxes	0.00
Quote Total - USD	12,083.13

Customer acceptance:

Quotation Number: **DV915904**

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y ☐ / N ☐

- ☐ Excavating
- ☐ Trucking
- ☐ Custom Work

Jeff or Rick Fitting

Phone: 507-896-2364 Cell: 507-459-2823

Address: _____
Phone: _____

QUAN.	DESCRIPTION	AMOUNT
1	40' 4 Side Door Container 40' long 8' wide 9' tall	\$9000.00
	Delivered	
	Buy More than 1 Deduct \$200.00 each	
Accepted By: _____		TAX
Thank You		TOTAL

A service charge of 1.5% per month (18% per year) on balance 30 days past due.

Accepted By:

Thank You

A service charge of 1.5% per month (18% per year) on balance 30 days past due.

Houston County Agenda Request Form

Date Submitted: January 21, 2025 **Board Date:** January 28, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Highway has a 2025 budget item for a Steel Drum Roller and is asking for approval to purchase a roller for up to \$15,000.00.

Attachments/Documentation for the Board's Review:

Justification:

This gives the highway staff flexibility to look for a roller and make the purchase before the item is sold.

Action Requested:

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)	
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

Houston County Agenda Request Form

Date Submitted: January 21, 2025 **Board Date:** January 28, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Highway has a 2025 budget item for a Pickup and is asking for approval to purchase one for up to \$50,000.00.

Attachments/Documentation for the Board's Review:

Justification:

This gives the highway staff flexibility to look for a pickup on the lots and make the purchase before the pickup is sold.

Action Requested:

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>
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

Houston County Agenda Request Form

Date Submitted: January 21, 2025 Board Date: January 28, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Appointments for the following:

Discussion on Airport T-Hangar project bidding and funding.

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

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)	
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.



Real People. Real Solutions.

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

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

MEMORANDUM

Date: January 22, 2024
To: Houston County Board of Commissioners
From: Silas Parmar, P.E.
Aviation Project Manager
RE: 8 Unit T-Hangar
Houston County Airport (CHU)

The proposed project at the Airport this year is the construction of an 8 Unit T-Hangar due to the demand for aircraft storage hangars to allow pilots to base their aircraft in Houston County.

The total estimated project cost is \$1,670,000 (including construction, engineering, and administration costs). The project will be funded with FAA Bipartisan Infrastructure Law (BIL) funds, FAA nonprimary entitlement funds (AIP), state funds, and local funds. The estimated project funding breakdown is as follows:

- FAA (95%): \$ 1,586,500.00
- State (2.5%): \$ 41,750.00
- Local (2.5%): \$ 41,750.00

To receive the FAA and State share, the County will need to submit a grant application after the project is let for bids and all costs are known. Once the grant application is submitted, the timeline to receive the FAA and State grant offers is typically 3-4 months.

To obtain the lowest construction bid, the recommendation is to let the project for bids in February and award the Contract in March. On past projects, the County has withheld Contract award until the FAA and State grant offers have been received. Considering the nature of this project being building construction and the volatility in pricing, the recommendation is to award the Contract by the end of March to allow the low bidder to lock in the building price and purchase the materials.

There is little risk in awarding the Contract prior to FAA and State grant offers as Houston County has sufficient BIL and AIP funds for the project.

Name: Houston County Airport (CHU)

Date: January 22, 2025

Page: 2 of 2

The proposed project schedule is as follows:

- January 28, 2025: County Commissioners approve Contract award prior to FAA and State grant offers.
- February 20, 2025: Bid Opening
- February 28, 2025: County Commissioners approve lowest responsible bid.
- March 25, 2025: County Commissioners approve Contract with low bidder.
- July 2025: Construction Start
- December 2025: Construction Finish

Please feel free to contact me at silas.parmar@bolton-menk or (612) 987-0138 with any questions.

Auditor Warrants 2025/01/22

Lynn Colsch

Thu 1/23/2025 11:00 AM

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

REVIEW LICENSE CENTER PAYMENTS

2025/01/22 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
ISD 300 TREASURER	114,958.74
TREASURER CITY OF CALEDONIA	17,714.30
TREASURER CITY OF EITZEN	2,877.79
TREASURER CITY OF HOKAH	6,264.66
TREASURER CITY OF HOUSTON	8,148.17
TREASURER CITY OF LA CRESCENT	136,909.93
TREASURER CITY OF SPRING GROVE	6,134.22
TREASURER SCHOOL DISTRICT 239	4,392.34
TREASURER SCHOOL DISTRICT 294	28,819.37
TREASURER SCHOOL DISTRICT 297	23,187.98
TREASURER SCHOOL DISTRICT 299	33,107.26
TREASURER TWP OF BLACKHAMMER	3,065.15
TREASURER TWP OF CALEDONIA	3,955.18
TREASURER TWP OF HOUSTON	9,920.95
TREASURER TWP OF LA CRESCENT	7,852.50
TREASURER TWP OF MAYVILLE	2,759.77
TREASURER TWP OF MONEY CREEK	7,592.62
TREASURER TWP OF MOUND PRAIRIE	5,330.98
TREASURER TWP OF SPRING GROVE	4,151.66
TREASURER TWP OF WILMINGTON	6,322.37
TREASURER TWP OF WINNEBAGO	2,187.10
	<hr/> 435,653.04
11 VENDORS PAID LESS THAN \$2000.00	9,499.04
	<hr/> <hr/> 445,152.08

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

Phone 507-725-5825

Commissioner Warrants 2025/01/28

Lynn Colsch

Thu 1/23/2025 11:01 AM

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

Cc: Carol Lapham <Carol.Lapham@co.houston.mn.us>; Eliana Babinski <Eliana.Babinski@co.houston.mn.us>; Susan Tostenson <Susan.Tostenson@co.houston.mn.us>;

REQUEST APPROVAL FOR PAYMENT

2025/01/28 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
CALEDONIA/CITY OF	11,429.98
H & R ENTERPRISES LLC	7,672.43
HOUSTON COUNTY TREASURER	17,066.17
MINNESOTA ENERGY RESOURCES	7,179.50
WINONA CONTROLS INC	5,378.66
	48,726.74
11 VENDORS PAID LESS THAN \$2000.00	7,742.10
	56,468.84
PUBLIC HEALTH & HUMAN SERVICES	16,950.32
	73,419.16

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

Phone 507-725-5825