

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: July 22, 2025

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Cindy Wright, Eric Johnson, Kurt Zehnder, Robert Schuldt, and Greg Myhre

Others Present: Interim Auditor/Treasurer Polly Heberlein, Fillmore County Journal Reporter Charlene Selbee, Board Clerk/EDA Director/CEDA Allison Wagner, Public Health and Human Services Director John Pugleasa, Human Resource Officer Brent Parker, Houston County Historical Society President Shirley Johnson, Houston County Historical Society Vice President Deborah Wray, and Houston County Historical Society Board Member Janene Hosch

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Myhre, seconded by Commissioner Wright, motion carried to approve the meeting minutes from July 15, 2025. All Commissioners voted yes except for Commissioner Schuldt who abstained due to being absent from the July 15th meeting.

Public Comment:

None.

APPOINTMENTS

Houston County Historical Society President Shirley Johnson, Vice President Deborah Wray and Board Member Janene Hosch gave the Houston County Historical Society annual presentation to the board. Johnson thanked the County board and residents for their continued support. She said 2025 projects had included fixing sidewalks and automating doors of the museum for better access. She said it had been 65 years since the society had been reconstructed. She said they had started with \$40.00. "You can see what we have accomplished" over the years she said. Wray said one project they were currently working on was collecting stories about country schools from residents. One of Janene Hosch's jobs was putting up new exhibits. During the 2025 Fair visitors could see exhibits of vintage clothing from the 1950s and 1960s and also a

display titled “a fabric called paisley”. Also displayed would be new additions people had recently brought in. The Historical Society would hold their second afternoon tea at the museum Saturday during the fair. The event was open to the public. The Historical Society was made up of all volunteers. They had a good base but could always use additional volunteers. The Commissioners thanked the Houston County Historical Society for all their work.

CONSENT AGENDA

Commissioner Wright moved, Commissioner Schuldt seconded, motion unanimously carried to approve the consent agenda. Approved items are below.

- 1) Change the classification status of Holly Gleason from Sheriff’s Office Admin Assistant, B22, step 8, to Sheriff Office Admin Assistant, B23, step 7, retroactive to 06/15/2025. (Banding change due to banding review recommendation).
- 2) Change the classification status of Lauren Felten from Sheriff’s Office Admin Assistant, B22, step 3, to Sheriff’s Office Admin Assistant, B23, step 2, retroactive to 06/15/2025. (Banding change due to banding review recommendation).
- 3) Change status for Tami Triplett to .15 FTE as Public Health and Human Services Department Collections Officer until the position is filled while .8 FTE with the County Attorneys Office as Legal Assistant.
- 4) Approve a Peddler License for Mariya Zhukova. Ms. Zhukova is sponsored by Global Educational Concepts and wishes to sell educational resources through the Southwestern Advantage Summer Program.

ACTION ITEMS

File No. 1 – Sheriff Swedberg shared with the board a State Statute and said “from April 1 to August 1 it is illegal to drive an all-terrain vehicle on county roads except for agriculture use”. He said at one point the original rule had been changed and there were some grey areas when it came to special use vehicles operating on county roads. For that reason he was recommending the Commissioners adopt an ordinance allowing special use vehicles to operate on County roads all year round. The County would need to issue a permit if they allowed special use vehicles to drive on the roads, but he was not recommending a cost for the permit. People would be able to get a permit after completing a form online or at the Sheriff’s office. Commissioner Zehnder moved, Commissioner Schuldt seconded, motion carried four to one to adopt Houston County Special Use Vehicle Ordinance. Commissioners Johnson, Zehnder, Schuldt, and Myhre voted yes. Commissioner Wright voted no. Wright said she appreciated the attention that had gone into the matter, and although she didn’t want to vote yes for something that would benefit a minority and affect the majority she said she did respect the decision. Johnson said he had voted yes after learning about the April 1 to August 1 rule.

File No. 2 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to approve 2026 Wildcat Fees as recommended by the Wildcat Committee. Approved fees are below.

Park Use Fees – 2026

Park User Fees are subject to change, by vote of the Wildcat Park Committee. The following rates shall apply for the 2026 season:

Seasonal Rates \$2,250.00 per season sites 1-8,

\$2,000.00 per season sites 9-35,

Plus tax, plus the actual cost of electricity

(\$275.00 electricity deposit required)

Monthly Rate \$550.00 per month plus tax

Weekly Rate \$275.00 per 7-night stay plus tax

Electric Sites \$45.00 per night plus tax

Primitive Sites \$25.00 per night, per tent plus tax

Shelter Rental \$50.00 per day plus tax, *plus a \$50.00 deposit*

Boat Launch Fee \$5.00 daily fee or \$25.00 Season Pass

(Fine of \$100.00 for non-compliance of fee)

Non-Camper overnight parking fee \$5.00 per night

The fine for parking overnight without paying the appropriate fee in advance is \$25.00 per night.

Check-out time: 12:00 PM (Noon)

Check-in time: 12:00 PM, *provided the site is ready.*

Quiet time: 10:00 PM to 8:00 AM

Park Hours: 8:00 AM to 11:00 PM. *No visitors/guests are allowed outside of these hours*

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

2025/07/22 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
BRUENING ROCK PRODUCTS INC	380,565.16
COMPUTER FORENSIC SERVICES LLC	48,301.41
DAHL AUTOMOTIVE	2,332.22
ENTERPRISE FM TRUST CAR SALES	5,775.24
HOUSTON COUNTY TREASURER	15,380.47
INSIGHT PUBLIC SECTOR	4,190.00
LA CROSSE GLASS & OVERHEAD DOOR	8,193.75
MAYO CLINIC	15,834.69
MIENERGY COOPERATIVE	5,148.58
TRIMIN SYSTEMS INC	21,991.00
WINONA CONTROLS INC	4,591.31
	<hr/>
	512,303.83
31 VENDORS PAID LESS THAN \$2000.00	<hr/>
	12,926.42
	<hr/>
	525,230.25
PUBLIC HEALTH & HUMAN SERVICES	<hr/>
	103,461.98
	<hr/>
	628,692.23

REVIEW LICENSE CENTER PAYMENTS

2025/07/14 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
BREYER/SUSAN	4,680.00
FILLMORE SWCD	4,472.78
FILLMORE SWCD	4,628.22
RLM FAMILY LIMITED PARTNERSHIP	10,485.00
SE SWCD TECHNICAL SUPPORT JPB	13,032.30
WINONA COUNTY PLANNING & ZONING	4,668.47
	<hr/>
	41,966.77
4 VENDORS PAID LESS THAN \$2000.00	2,162.03
	<hr/>
	44,128.80

DISCUSSION ITEMS

The Commissioners discussed recent and upcoming meetings including a Land Use Committee, Personnel, Board of Health, Hiawatha Valley Mental Health, SELCO, and USA cycling press conference.

Closing Public Comment:

None.

There being no further business, a motion was made by Commissioner Myhre, seconded by Commissioner Zehnder, motion unanimously carried to adjourn the meeting at 10:41 a.m. The next meeting would be a regular meeting on August 5th, 2025.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

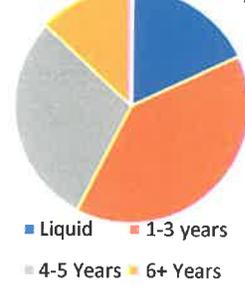
By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

Account Type Amount

Eitzen Special	\$ 2,269,861.61	<i>Liquid</i>	\$ 2,269,861.61
Total Liquid \$	\$ 2,269,861.61	<i>1-3 years</i>	\$ 5,004,282.37
		<i>4-5 Years</i>	\$ 3,734,900.48
Certificates of Deposit & Bonds		<i>6+ Years</i>	\$ 1,648,302.90
Matures 1-3 yrs	\$ 5,004,282.37	Total	\$ 12,657,347.36
Matures 4-5 yrs	\$ 3,734,900.48		
Matures 6-10 yrs	\$ 1,648,302.90		
Total investments	\$ 10,387,485.75		

Investment Maturity



Grand Total \$ 12,657,347.36 6/30/2025

54

Amount % Rate Maturity Broker/Bank

1-3 years	\$ 249,071.50	4.15	7/14/2025	Multi Bank
	\$ 248,627.81	4.2	7/30/2025	Multi Bank
	\$ 100,000.00	3.4	8/4/2025	Multi Bank
	\$ 200,000.00	4.9	9/27/2025	ESB
	\$ 200,000.00	4.8	11/6/2025	Multi Bank
	\$ 90,258.28	2.839	12/15/2025	Raymond James
	\$ 50,000.00	4.34	12/22/2025	Rushford St Bk
	\$ 250,000.00	4.9	2/13/2026	ESB
	\$ 248,000.00	4.75	3/2/2026	Multi Bank
	\$ 100,000.00	4.6	3/5/2026	ESB
	\$ 200,000.00	4.9	3/16/2026	Multi Bank
	\$ 100,000.00	5	3/16/2026	Raymond James
	\$ 100,000.00	5	3/24/2026	Multi Bank
	\$ 200,000.00	4	3/29/2026	ESB
	\$ 200,000.00	1	7/14/2026	Wells Fargo
	\$ 150,000.00	4.75	4/28/2026	Rushford St Bk
	\$ 192,801.22	4.821	7/1/2026	Raymond James
	\$ 95,000.00	1	7/28/2026	Wells Fargo
	\$ 150,000.00	1.1	9/28/2026	Wells Fargo
	\$ 249,000.00	4.3	12/14/2026	Multi Bank
	\$ 150,000.00	1.6	2/16/2027	Multi Bank
	\$ 248,000.00	4.85	6/7/2027	Multi Bank
	\$ 249,000.00	4.35	7/26/2027	Multi Bank
	\$ 240,000.00	4.2	7/30/2027	Wells Fargo
	\$ 249,000.00	4.4	8/2/2027	Multi Bank
	\$ 245,523.56	3.9	9/20/2027	Multi Bank
	\$ 150,000.00	1	9/30/2027	Multi Bank
	\$ 100,000.00	3.85	10/18/2027	Raymond James
1-3 years	\$ 5,004,282.37			

4-5 years	\$ 150,000.00	1.4	1/14/2028	Multi Bank
	\$ 150,000.00	4.35	4/13/2028	Raymond James
	\$ 150,000.00	4.75	4/27/2028	ESB
	\$ 249,000.00	4	4/28/2028	Multi Bank
	\$ 245,000.00	3.96	5/8/2028	Raymond James
	\$ 245,000.00	4	5/15/2028	Multi Bank
	\$ 249,000.00	4.15	6/13/2028	Raymond James
	\$ 249,000.00	4.05	5/19/2028	Multi Bank

\$ 249,000.00 4.6 7/31/2028 Raymond James

\$ 86,900.48 4.82 8/1/2028 Raymond James
\$ 249,000.00 4.35 8/22/2028 Multi Bank
\$ 249,000.00 3.9 10/23/2028 Raymond James
\$ 100,000.00 3.9 10/25/2028 Multi Bank
\$ 248,000.00 5.35 11/15/2028 Multi Bank
\$ 250,000.00 4 3/27/2029 ESB
\$ 244,000.00 4.6 5/22/2029 Multi Bank
\$ 125,000.00 4.15 5/27/2029 Multi Bank
\$ 247,000.00 4.1 8/6/2029 Raymond James

4 to 5 Years \$ 3,734,900.48

Total 6+ years \$ 245,027.18 4.05 4/9/2030 Raymond James
\$ 200,044.38 4.05 4/30/2030 Multi Bank
\$ 250,000.00 4.4 6/3/2030 Raymond James
\$ 248,000.00 1.2 12/2/2030 Multi Bank
\$ 98,000.00 4.15 12/30/2030 Multi Bank
\$ 358,939.34 4.614 2/1/2031 Raymond James
\$ 150,000.00 5.2 12/15/2031 Multi Bank
\$ 98,292.00 3.876 12/1/2034 Raymond James

Total 6+ Years \$ 1,648,302.90

FINANCE PRESENTATION	CASH BOOK TOTAL 5 - YEAR PERIOD		
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12/30/2020	\$19,617,188
3/31/2021	\$17,303,395
6/30/2021	\$19,639,249
9/30/2021	\$16,432,168
12/30/2021	\$14,316,148
3/31/2022	\$11,278,501
6/30/2022	\$18,687,546
9/30/2022	\$13,835,621
12/30/2022	\$15,967,758
3/31/2023	\$12,581,749
6/30/2023	\$15,460,992
9/30/2023	\$12,509,519
12/30/2023	\$13,701,812
3/31/2024	\$14,875,428
6/30/2024	\$24,327,604
9/30/2024	\$13,090,540
12/31/2024	\$14,841,571
3/31/2025	\$14,292,736
6/30/2025	\$21,842,390



**HOUSTON COUNTY
AGENDA REQUEST FORM
August 5, 2025**

**Date Submitted: 07/31/2025
By: Brent Parker, Human Resources Officer**

ACTION

- **Consider approving the 2025-2027 Labor Agreement between The County of Houston and LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL #237 (Deputies / Investigators / Sergeants) pending County Attorney review and approval**

APPOINTMENT REQUEST

HR CONSENT AGENDA REQUEST

- **Change the employment status of Harley Thompson, Hwy Maintenance Specialist, from probationary to regular, effective August 19, 2025.**
- **Change the classification status of Mark Bennett from Appraiser Trainee, B22, step 5, to Certified MN Assessor, B23, step 4, retroactive to July 15, 2025.**

<u>Reviewed by:</u>	____ HR Director ____ Finance Director ____ IS Director ____ County Attorney ____ Environmental Svcs	____ Sheriff ____ Engineer ____ PHHS (indicate other dept) _____
<u>Recommendation:</u>		
<u>Decision:</u>		



Mark Bennett
304 S Marshall St
Caledonia, MN 55947

The undersigned Minnesota State Board of Assessors chairperson for the State of Minnesota hereby certifies that

MARK BENNETT

Has complied with the laws of the State of Minnesota and the rules of the Minnesota State Board of Assessors and is hereby licensed as

Certified Minnesota Assessor
License Number: 4695

This license takes effect on July 15, 2025 and expires on June 30, 2026, unless this license is suspended, revoked, or otherwise legally terminated.

IN TESTIMONY WHEREOF, I have hereunto set my hand this July 15, 2025.

A handwritten signature in black ink, appearing to read 'D. Parsons', is written over a horizontal line.

David Parsons
Minnesota State Board of Assessors Chairperson

Minnesota State Board of Assessors
Mail Station 3340
St. Paul, MN 55146-3340
651-556-6086
assessors.board@state.mn.us

Minnesota
State Board of Assessors
Mark Bennett
Certified Minnesota Assessor
Assessor License # 4695

Effective: **07/15/2025** Expires: **06/30/2026**

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LABOR AGREEMENT

BETWEEN

**LAW ENFORCEMENT LABOR
SERVICES, INC., LOCAL #237
(Licensed Deputies Unit)**

AND

THE COUNTY OF HOUSTON

JANUARY 1, 2025 - DECEMBER 31, 2027

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This Labor Agreement is entered into between the Houston County Board of Commissioners and the Houston County Sheriff, hereinafter the “Employer” and the Law Enforcement Labor Services, Inc., Local #237, hereinafter the “Union”.

ARTICLE 1. PURPOSE

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- 1.1 Establish the foundation for harmonious and effective labor-management relationship.
- 1.2 Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 To memorialize in writing the parties agreement regarding rates of pay, hours of work, and other terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

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- 2.1 The Employer recognizes the Union as the exclusive representative for purpose of meeting and negotiating the terms and conditions of employment for all Employees in the bargaining unit composed of: All licensed essential employees of the Houston County Sheriff’s Office, Caledonia Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees, as certified by the Bureau of Mediation Services, Case No. 98-PCE-305.
- 2.2 Job classifications considered to be within the bargaining unit and covered by this Agreement, are as follows:
Sergeant/Deputy
Investigator/Deputy
Canine Handler ¹
Deputy
- 2.3 Disputes which may occur between the Employer and the Union, as to the inclusion or exclusion of a new or revised job classification in the unit defined above, shall be referred to the Bureau of Mediation Services for determination.

¹ In a Memo of Agreement dated June of 2007, the Canine Handler classification was added to the bargaining unit.

ARTICLE 3. SCOPE OF AGREEMENT

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- 3.1 It is the intention of the Union and the Employer that the coverage of this Agreement is limited to the "terms and conditions of employment," which are defined as the hours, wages, and working conditions that are specifically established herein and are not in conflict with any statute of the State of Minnesota or rules or regulations promulgated thereunder.
- 3.2 The Union recognizes that certain terms and conditions of employment are established by statutes of the State of Minnesota. It is the intention of the parties that this Agreement supplement such statutes. In the event this Agreement is in conflict with such statutes the latter shall prevail.

ARTICLE 4. EMPLOYER AUTHORITY

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- 4.1 It is recognized by both parties that except as expressly stated herein, the Employer shall retain rights and authority necessary to operate and direct the affairs of Houston County Sheriff's Office in all of its various aspects, including, but not limited to: the right to direct the working forces; to plan, direct and control all operations and services of the Sheriff's Office, to determine the methods, means, organization and number of personnel by which operations and services are to be conducted; to assign and transfer Employees; to schedule working hours, and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve Employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the Employer shall retain the authority and prerogatives to:
 - 4.1.1 Operate and manage affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including County Personnel Policies and Work Rules.
 - 4.1.2 Maintain the efficiency of the government operations.
 - 4.1.3 Take whatever actions may be necessary to carry out missions of the County in emergencies.
 - 4.1.4 Any term or condition of employment not explicitly established by this

agreement shall remain with the Employer to establish, modify or eliminate.

- 4.1.4 Continue Memorandum of Understanding signed by the parties on August 1, 2017, regarding assignment of Investigator duties, set forth in Appendix B.

ARTICLE 5. UNION RIGHTS AND SECURITY

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- 5.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly dues. Such monies and listing of employees from whom such deduction has been made shall be remitted as directed by the Union.
- 5.2 The Union may designate two (2) employees from the bargaining unit to act as stewards and shall inform the Employer within ten (10) days, in writing of such choice and changes in the position of Steward. Stewards shall have the right to process grievances, as established by Article 19 (Grievance Procedure) and other duties and responsibilities as established by this Agreement.
- 5.3 Up to two (2) stewards shall be compensated, at straight-time, for the actual time spent in negotiations. The time spent in negotiations shall not be used to create overtime or comp-time situations in calculating the total hours worked for the pay period.
- 5.4 The Union shall have the right to request the deduction of a "fair share" fee in accordance with the provisions of M.S. 179A.06 Subd.6.
- 5.5 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union recreational or social affairs and any other items specifically approved by the Employer. The Union agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.
- 5.6 The Union agrees to indemnify and hold the Employer harmless against any claims, suit, order, or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provision of this Article.
- 5.7 The Union will receive a two (2) week notice of changes in the established work rules unless such change is necessitated by an emergency situation.

ARTICLE 6. EMPLOYMENT STATUS

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- 6.1 Personnel employed and scheduled for eighty (80) hours per two-week pay period shall be defined as regular full-time employees.
- 6.2 Personnel employed and scheduled for less than eighty (80) hours per two-week pay period but more than fourteen (14) hours per week shall be defined as regular part-time employees.
- 6.3 The work week for fulltime employees shall be forty (40) hours per week, eight (8) hours per day, ten (10) hours per day, or twelve (12) hours per day with a one-half (1/2) hour paid lunch hour per day.
- 6.4 Personnel employed and scheduled to work on a casual or intermittent basis of fourteen (14) hours or less per week or less than one hundred (100) days per calendar year otherwise meet the definition contained in MSA 179A.03, Subd. 14, shall be defined as casual employees. Casual Employees shall not accrue any other benefit established by this Agreement.

ARTICLE 7. TRIAL WORK PERIOD

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- 7.1 All full-time and part-time employees who are original hires or rehires following separation shall serve a trial work period.
 - 7.1.1 The trial work period for Investigator, Sergeant, Canine Handler and Deputy Sheriff shall be one (1) year.
 - 7.1.2 The trial work period shall serve as a period of time during which the employee's fitness and ability to perform the job classification duties and responsibilities shall be evaluated.
 - 7.1.3 At any time during the trial work period, an employee may be terminated at the discretion of the Employer without such discharge being a violation of this Agreement or being grievable as provided by Article 22 (Grievance Procedure). Employees terminated during trial work period,-shall receive a written notice of such terminations.
 - 7.1.4 The trial work period may be extended for an additional three (3) months upon written notice, stating the reason for the extension by the Employer to the

Union.

- 7.2 All employees promoted to a higher job classification shall serve a trial work period for one (1) year.
- 7.2.1 The promotional trial work period shall serve as a period of time during which the employee's fitness and ability to perform job classification duties and responsibilities shall be evaluated.
- 7.2.2 At any time during the promotional trial work period any employee may be demoted, at the discretion of the Employer. Employees demoted during a promotional period:
1. Shall receive written notice of any reasons for such demotions;
 2. Shall have the right to return to their previously held job classification; and
 3. Shall be compensated at their salary prior to the promotion.
- 7.2.3 Employees shall have the right, at any time during the promotional trial work period to voluntarily demote to their previously held job classification and salary prior to promotion.
- 7.2.4 The promotional trial work period may be extended for an additional three (3) months upon written notice stating the reasons for the extension, by the Employer to the Union.
- 7.3 Employees shall, during the trial work period, accumulate sick leave, and vacation as provided by Articles 11 and 12. However, during the trial work period, employees may request the use of accumulated sick leave but not accumulated vacation. This shall not apply to employees serving a promotional trial work period.

ARTICLE 8. HOURS OF WORK AND SHIFT BIDDING

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- 8.1 Prior to November 1st of each year non-probationary Deputies in Patrol shall select their work shift by seniority for the following calendar year. The work schedule shall be posted prior to the shift bid.

- 8.2 The scheduled workday, work week and work shift shall be established and posted by the Employer on a monthly basis. Each month's schedule shall be posted no later than the twentieth (20th) of the preceding month.
- 8.2.1 The Employer will notify the Union at least ten (10) calendar days prior to implementation of changes to the schedule.
- 8.2.2 Nothing in the Agreement shall prohibit the Employer from changing the permanent work schedule to meet emergencies.
- 8.3 The normal work week for all Employees shall be forty (40) hours per week with eight (8) or ten (10) hours per day with a one-half (1/2) hour paid lunch break per day.
- 8.2.1 Notwithstanding the provisions of Article 8.2, the Employer and employee may, by mutual agreement, deviate from the normal workweek or workday. This does not restrict the Employer in changing the work schedule pursuant to the provisions of Article 8.1.
- 8.4 All employees shall be at their assigned duty station ready for work at their scheduled starting time and remain in a duty status until the scheduled quitting time or until relieved by the Employer.
- 8.5 Nothing in the Agreement shall be construed as, and is not intended to be, a guarantee of any hours of work per normal week or day.
- 8.6 With the Sheriff's approval, employees not in the field training program shall be allowed to use their County-issued squad car to commute between the workplace and their homes within the State of Minnesota. Employees shall begin and end their shift at their assigned duty location.

ARTICLE 9. OVERTIME/CALL BACK/ON CALL/COURT TIME

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- 9.1 Overtime shall be defined as hours assigned by the Employer and worked by the employee as follows:

Hours in excess of eight (8) hours per day or ten (10) hours per day or eighty (80) hours per two (2) week period.

—
—

- 9.2 Notwithstanding the provisions of Article 9.1, employees who have mutually agreed to flexible scheduling, as provided in Article 8.2.1, shall receive overtime compensation for all hours worked in excess of eighty (80) hours for the pay period.
- 9.3 If an employee is scheduled to work four (4) or more consecutive Saturdays and/or Sundays, they shall receive overtime compensation for each consecutive Saturday and/or Sunday shift starting with the fourth (4th) consecutive Saturday and/or Sunday shift.

Example 1:

An employee who is normally scheduled to work every other weekend is scheduled to work what is considered to be a Saturday and/or Sunday shift on the weekend that would have been this employee's weekend off. This employee then works the following weekend as part of their normal schedule. *This situation does NOT qualify the employee for overtime.*

Example 2:

The same situation exists as in Example 1, however the employee is scheduled to work what is considered to be a Saturday and/or Sunday shift on the next weekend which would have been the employee's weekend off. *Since the employee has now worked what is considered a Saturday and/or Sunday shift for four (4) consecutive weeks in a row, the employee is entitled to overtime compensation for this particular Saturday and/or Sunday shift.*

Example 3:

The same situation exists as in Example 2, however this employee now works the following weekend as part of their normal schedule. *This situation also qualifies the employee for overtime since the employee has now worked what is considered to be a Saturday and/or Sunday shift for five (5) consecutive weekends.*

- 9.4 Overtime hours assigned and worked shall be compensated at a rate of one and one-half (1 1/2) times an employee's basic hourly rate of pay. Premium compensation earned as a result of working overtime may be taken in the form of a cash payment or as compensatory time off, to be used in the same manner as their accrued vacation. Employees may, with the Employer's approval, have any portion of their balance above forty (40) hours cashed out during any regular payroll period at the employee's current hourly rate. Additionally, as of the end of the last payroll period in any calendar year, employees may have their balance or any portion of their balance cashed out at the employee's current hourly rate and/or may carry over up to one hundred twenty (120) hours from one year to the next.
- 9.5 Overtime assigned by the Employer shall be worked unless such assignment is excused by

the Employer. Available overtime will be offered as equitably as practicable among employees qualified to do the work.

- 9.6 Court time shall mean hours an employee is required because of the employee's work to appear at a criminal case outside of assigned hours.
- 9.7 Call Back and/or Court Time. An employee called in for work at a time other than his normal scheduled shift, will be compensated for a minimum of two (2) hours at one and one-half (1 1/2) times the employee's basic rate. An early start or extension of a scheduled shift shall not be considered a call back. Employees will be notified of the cancellation of court appearances at least twenty-four (24) hours prior to the scheduled appearance. If the notification of cancellation is less than twenty-four (24) hours prior to the scheduled appearance, the employee will receive the two-hour court time minimum.
- 9.8 On Call. When coverage does not exist or is inadequate, employees will be notified by the Sheriff's Office that they are on-call. Employees who are on-call are required to respond when called and report for work when needed. Regularly scheduled on-call time will be divided evenly between employees within the bargaining unit whose shift has just been completed and whose shift is just about to begin. Employees will be subject to discipline for failing to respond or report for work. Employees required by the Employer to be on-call shall receive ½ hour of comp-time for each hour he or she is designated as being on call.
- 9.09 If a non-exempt employee is scheduled to work four (4) or more consecutive shifts from Friday at 5:00 PM through Monday at 6:00 AM, they shall receive overtime compensation for each consecutive Saturday and/or Sunday shift starting with the fourth (4th) consecutive Saturday and/or Sunday shift.
- 9.10 For the purpose of computing compensation as provided by this Article, hours worked shall not be compounded, pyramided or counted twice for the same hours worked.

**ARTICLE 10. JOB CLASSIFICATION, WAGES AND POST EMPLOYMENT
HEALTH CARE SAVINGS PLAN (PEHCSP)**

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10.1 Employees covered by this Agreement shall be compensated based on their job classification

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and length of continuous employment for all hours worked in accordance with the Salary Schedule attached hereto as Appendix "A". Upon promotion to the position of Investigator or Patrol Sergeant, an employee shall be appointed to a step that is no less than a 12% increase from their rate of pay prior to promotion, not to exceed C43 Step 9.

- 10.2 Part-time employees will be paid according to the full-time employees' pay scale listed as Appendix A of this agreement. Part-time employees will advance through the pay scale based upon actual hours worked, with two thousand eighty (2080) hours being equal to one year. However, working more than 2080 hours in a year does not allow an employee to advance to the next pay step.
- 10.3 The Employer may, at its discretion, and upon notification to the Union, place a newly hired Employee at any rate on the salary schedule.
- 10.4 The employer will maintain the post-employment health care savings plan (PEHCSP) offered by the Minnesota State Retirement System to be funded by employee payments/contributions and severance amounts, as allowed by law.
- 10.5 Non-Exempt Employees shall earn \$1.00 for shift differential pay for all hours worked when a majority of the hours worked occurs between 6:00 PM to 6:00 AM
- 10.6 Non-Exempt Employees shall earn \$1.00 for shift differential pay for all hours worked when any of the hours worked occurs between Friday at 5:00 PM to Monday at 6:00 AM.
- 10.7 Effective January 1, 2025, Deputies and Deputy Canine Handlers shall receive a \$1.00 working conditions differential pay for all compensated hours, while Sergeants and Investigators shall receive \$1.50 working conditions differential pay for all compensated hours.
- 10.8 Travel Expenses:

The EMPLOYER shall pay the employee for eligible meals when business is conducted outside of Houston County in the amount of fourteen dollars for breakfast, sixteen dollars for lunch, and twenty-nine dollars for dinner.

ARTICLE 11. SICK LEAVE

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- 11.1 Full-time employees shall earn sick leave at the rate of 3.7 hours per bi-weekly pay period.

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- 11.2 No more than eight hundred (800) hours of accumulated sick leave may be carried over from one year to the next.
- 11.3 All employees who have an accumulated sick leave balance, as of the end of the last payroll period in any calendar year, of more than eight hundred (800) hours, will receive payment for fifty five percent (55%) of those sick leave hours above eight hundred (800) hours, at the end of each year with the understanding that all sick leave hours accumulated in excess of 800 hours will be forfeited and their balance returned to 800 hours prior to the new year. Such payment will be deposited in the post-employment health care savings plan (PEHCSP) created for each employee in Article 10.4.
- 11.4 Accumulated sick leave may be approved for absences for the following reasons:
 - 11.4.1 Because of illness or injury which prevents the employee from performing job duties and responsibilities.
 - 11.4.2 Because of medical or dental care which cannot be scheduled at a time other than during the employee's normal workday.
 - 11.4.3 For any use permitted by the County's Earned Sick and Safe Time ("ESST") Policy, consistent with Minn. Stats. §§ 181.9445, 181.9446, 181.9447, and 181.9448.
- 11.5 The Employer may require written medical verification of an employee's illness, a family member's illness or an employee's ability to return to work following an illness or injury. The Employer agrees to pay for the full cost of obtaining the medical verification. For sick leave hours used as ESST, the Employer may require reasonable documentation as defined by Minn. Stat. § 181.9447.
- 11.6 Employees who are ill or injured for a period of time which exceeds their accumulated sick leave may use accumulated vacation or request an unpaid leave of absence in accordance with the provisions of Article 19 (Leave of Absence).
- 11.7 Misuse of the sick leave benefit shall be just cause for disciplinary action as provided by Article 20 (Discipline and Discharge).
- 11.8 Notification. Employees unable to report on their work day because of illness or injury shall notify the Sheriff or designee as soon as possible prior to their scheduled starting time. Employees returning to work from sick leave of three (3) days or more duration shall notify the Sheriff or his designee at least one (1) calendar day prior to their scheduled starting time.

Employees failing to give such notice may be subject to discipline as provided by Article 20 (Discipline and Discharge).

- 11.9 When sick leave is approved, employees, for compensation purposes, will be considered to have worked their normal workday.
- 11.10 Part-time employees shall earn pro-rata sick leave benefits based on the number of hours actually worked during a pay period, up to fulltime. Part-time employees shall be eligible for ESST pursuant to the County's ESST policy.
- 11.11 Because ESST is a form of sick leave and does not accrue in addition to or on top of sick leave, any accrued and unused sick leave hours, whether considered ESST or not, shall carry over and be paid out in accordance with the Labor Agreement.

ARTICLE 12. VACATION

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- 12.1 Full-time employees shall earn paid vacation based on years of continuous service with the Employer in Accordance with the following schedule:

12.1.1 From the start of employment through the first (1st) year of continuous employment at the rate of 3.08 hours per bi-weekly pay period. (80 per year)

12.1.2 From the start of the second year through the end of the third year continuous employment at the rate of 3.7 hours per bi-weekly pay period. (96 per year)

12.1.3 From the start of the fourth year through the end of the tenth year continuous employment at the rate of 4.31 hours per bi-weekly pay period. (120 per year)

12.1.4 From the start of the eleventh year through the end of the fifteenth year continuous employment at the rate of 6.15 hours per bi-weekly pay period. (160 per year)

12.1.5 From the start of the sixteenth year through the end of the twentieth year continuous employment at the rate of 7.69 hours per bi-weekly pay period. (200 per year)

12.1.6 From the start of the twenty-first year of continuous employment and thereafter, at the rate of 9.23 hours per bi-weekly pay period. (240 per year)

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12.2 Two (2) years earned vacation days may be carried over from one year to the next. Employees having accumulated two (2) years earned vacation shall be allowed to accrue additional hours for use during the calendar year, but shall reduce those hours to two (2) years accumulation by the end of the last payroll period of the calendar year; and employees who resign or retire must have their vacation accrual reduced to the two (2) year accumulated maximum, at the time of retirement or resignation, or forfeit those hours accumulated over the two (2) year maximum. Discharge for cause, however, will result in forfeiture of all hours accumulated in excess of the two- (2) year accumulated maximum.

An employee shall have preference as to the time of vacation in accordance with seniority provided:

12.2.1 All such preference for more than three (3) days of vacation shall be made known to the Employer at least thirty (30) days prior to the first (1st) day of the month which the vacation is to be scheduled.

12.2.2 Two (2) employees in the same job classification may be scheduled a vacation period at the same time only with the approval of the Employer. Employees not selecting a vacation period may be scheduled a vacation by the Employer; and

12.2.3 Maximum vacation time that may be taken at one (1) interval is ten (10) working days.

12.2.4 Minimum vacation time that may be taken at one (1) interval is one (1) hour for all personnel covered under this contract and a fourteen (14) day notice of that intent is mandatory to such vacation being granted. (The mandatory fourteen (14) day notice can be waived for good cause).

12.3 Employees shall accumulate vacation during the trial work period, but shall not be eligible to take vacation until completion of the trial work period. Employees terminated during the trial work period shall not be compensated for accumulated vacation.

12.4 Part time employees shall earn pro-rata vacation benefit based on the number of hours actually worked during a pay period, up to fulltime.

ARTICLE 13. BEREAVEMENT LEAVE

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13.1 Bereavement Leave. Full-time employees may request the use of up to a maximum of three (3) consecutive scheduled work days, with pay, for bereavement in the event of the loss of a member of the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, mother, father, step-mother, step-father, grandparents, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, grandchildren, step children, step grandchildren and the mother, father, aunt, uncle, brother, sister, niece, nephew, or grandparents of the employee's spouse. Requests for bereavement leave will not be unreasonably denied.

13.1.1 When bereavement leave is scheduled employees, for compensation purposes, will be considered to have worked their normal work day.

13.1.2 Part time employees shall earn pro-rata bereavement leave benefits based on their full time equivalency (FTE).

ARTICLE 14. SCHOOL CONFERENCES

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14.1 Employees may attend school conferences pursuant to MSA 181.9412, as amended.

ARTICLE 15. JURY DUTY

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15.1 If an employee is required to serve on a jury, the Employer shall compensate the employee the difference between jury duty pay and his/her regular hourly rate of pay.

ARTICLE 16. INSURANCE

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16.1 The Employer shall maintain a hospital and medical insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier. Changes in the benefit level of the hospital medical insurance program will be negotiated with the Union except those required by law.

Employees may elect individually or to enroll for dependent coverage of the hospital and medical program.

16.2 Effective January 1, 2025, the County contribution rate for single coverage for employees choosing the \$4,125 CDHP shall be 95% of the single premium for the plan.

This contribution shall be the same for this bargaining unit as any other bargaining unit during the term of this Agreement.

- 16.3 Effective January 1, 2025, the County contribution rate for family and dependent Coverage for employees choosing the \$8,250 CDHP shall be 85% of the family premium for the plan.
- 16.4 In addition to the County's monthly premium contribution, those choosing the \$4,125/\$8,250 CDHP shall receive County contributions into a VEBA or HSA HealthCare savings account for qualified employees as follows:

For those selecting single coverage a County contribution of fifty percent (50%) of the deductible shall be made in four equal installments payable in conjunction with the 1st pay period of January, April, July, and October.

For those selecting dependent/family coverage a County contribution of fifty percent (50%) of the deductible shall be made in four equal installments payable in conjunction with the 1st pay period of January, April, July, and October.

The County reserves the right to eliminate any health plan option from the annual enrollment options listing should the enrollment in any plan decrease to less than ten (10) employees county-wide at any time during that current calendar year. Written notice of intent to eliminate a plan would be delivered to the Union by September 15th prior to the effective date of the plan elimination. The effective date for plan elimination would be January 1st of the subsequent calendar year following such notice.

This contribution shall be the same for this bargaining unit as any other bargaining unit during the term of this Agreement.

- 16.5 The Employer agrees to increase its contribution towards dependent health and life insurance coverage for the members of this bargaining unit, to the same extent that the Employer increases its contribution for members of any other bargaining unit in the County.
- 16.6 Employees hired prior to April 1, 1986, who do not wish to enroll in dependent health and life insurance may receive a payment in lieu of insurance equivalent to the dependent portion of the insurance up to a maximum of one hundred twelve dollars (\$112.00) per month. Employees hired after April 1, 1986 shall not receive a payment in lieu of insurance but may receive the insurance benefit only.

- 16.7 The Employer shall provide a ten thousand dollar (\$10,000) term life insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier.
- 16.7.1 The term life insurance program shall provide a death benefit for all full-time employees.
- 16.7.2 The Employer shall pay the full cost of the monthly premium cost of the term life insurance program for all full-time employees.
- 16.7 Part-time employees, who are designated as working 20 or more hours per week, shall earn pro-rata insurance benefits based on their fulltime equivalency (FTE).
- 16.8 The Employer agrees to indemnify employees in accordance with the statutory provisions of Minnesota Statutes 466.07 (1986).
- 16.9 During the contract period, the County agrees to working with the Union on putting in place a Health Care Savings Account program where bargaining unit members can make payments and/or transfer their severance package into such an account, consistent with applicable laws.

ARTICLE 17. HOLIDAYS

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- 17.1 During the work year, Thirteen (13), eight hour work days shall be considered paid holidays for full-time employees.
- 17.2 The eleven (11) holidays shall be observed as follows:
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|-------------------------------|----|-----------------------------|
| New Year's Day | -- | January 1 |
| Martin Luther King, Jr. Day | -- | Third Monday in January |
| Presidents' Day | -- | Third Monday in February |
| Spring Holiday | -- | Easter Sunday |
| Memorial Day | -- | Last Monday in May |
| Juneteenth | | June 19th |
| Independence Day | -- | July 4th |
| Labor Day | -- | First Monday in September |
| Veterans' Day | -- | November 11th |
| Thanksgiving Day | -- | Fourth Thursday in November |
| Friday after Thanksgiving Day | | |

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Article 20 (Discipline and Discharge).

- 18.1.4 Absence from Work. Employees absent from work without an appropriate absence as provided by this Agreement may be discharged as provided by Article 20 (Discipline and Discharge).
- 18.1.5 Inability to Perform Job Duties and Responsibilities. Employees may be separated for inability to perform job duties and responsibilities as provided by Article 20 (Discipline and Discharge) or Article 7 (Trial Work Period.)
- 18.2 Employees re-employed by the Employer following separation shall be considered as original hires and shall serve a trial work period.
- 18.3 Employees separated from employment except for discharge or termination during the trial work period shall be compensated for all accumulated vacation and compensatory time at the time of separation or to the employee's estate in the event of death.
- 18.4 Employee's separation from employment, except for discharge or termination during trial work period, shall be compensated for all accumulated unused sick leave up to the accumulated maximum at the time of separation, or to the employee's estate in event of death, at the rate of fifty five (55%) percent to a maximum of fifty five (55) days / four hundred forty (440) hours, or may convert 80 hours of unused sick leave to one (1) months paid up health insurance for the employee only. Such payment upon separation will be deposited in the post-employment health care savings plan (PEHCSP) created for each employee in Article 10.4.

An employee must have been employed for a period of ten (10) years to qualify for the above provision, except that an employee who has been laid off may qualify for the above provision upon layoff, regardless of years of service.

ARTICLE 19. LEAVES OF ABSENCE

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- 19.1 In the event it is necessary for an employee to be absent from work for reasons other than those provided for in this Agreement including an extended sick leave without pay as provided in Section 11.5, a written request for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence.

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- 19.2 Requested leaves of absence will be granted only when such leave will not affect the service provided by the Employer, is recommended by the Sheriff, and is approved by the County Board.
- 19.3 During an unpaid leave of absence Employees will earn no compensation or benefits established by the Agreement.
- 19.4 Employees who are absent from work without an approved leave of absence shall be subject to discipline as provided by Article 20 (Discipline and Discharge) and shall receive no compensation during the period of absence.

ARTICLE 20. DISCIPLINE AND DISCHARGE

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- 20.1 The Sheriff, shall have the right to impose disciplinary actions on Employees for just cause.
- 20.2 Disciplinary action by the Sheriff, may include any of the following actions:
1. Oral Reprimand;
 2. Written Reprimand;
 3. Suspension;
 4. Demotion; and
 5. Discharge.
- 20.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee.
- Such a signature is not an admission of wrongdoing. The employee will receive a copy of such reprimands and/or notice.
- 20.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 20.5 Employees who receive a written reprimand or who are suspended or discharged may grieve such actions through the provisions of Article 22 (Grievance Procedure), provided that if no appeal is made of such disciplinary action within 15 consecutive days of its occurrence, this right is waived.

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ARTICLE 21. LAYOFF

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21.1 Employees may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary, the work force shall be reduced based on seniority, ability to perform available work, and work performance within the affected job classification.

ARTICLE 22. GRIEVANCE PROCEDURE

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22.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

22.2 The Employer will recognize Union representatives designated by the Union as stewards having the duties and responsibilities established by this Article.

22.3 Other representatives of the Union shall be permitted to enter into the premises of the Employer in connections with grievances under this Article so long as they do not interfere with the normal duties of employees, and they notify the office of the Sheriff before coming onto the job site.

22.4 It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities. The aggrieved employee and the steward may be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the steward have notified and received the approval of the Sheriff who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer. Grievances as defined by 22.1 shall be resolved in conformance with the following procedure:

STEP 1 An employee claiming a violation concerning the interpretation or application of this Agreement shall, within 15 consecutive days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer's designated representative will discuss and give the answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten

(10) calendar days after the Employer's designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

STEP 2 If appealed, the written grievance shall be presented by the Union and discussed with the Sheriff. The Sheriff shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Sheriff's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 3 If appealed, the written grievance shall be presented by the Union and discussed with the County Board. The County Board shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the County Board's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

STEP 4 If the grievance is not resolved at Step 3 of the grievance procedure, the party shall submit the matter to mediation with the Bureau of Mediation Services.

Submitting the grievance to mediation preserves the timelines for Step 5 of the grievance procedure.

STEP 5 A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by State Law.

STEP 5A For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

22.5 ARBITRATOR'S AUTHORITY.

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The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subject from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make decision on any other issue not so submitted.

22.5.1 The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the Grievance presented.

22.5.2 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. Either party may request a verbatim record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

22.6 WAIVER OF GRIEVANCE.

If a grievance is not presented within the time limit set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit of each Step may be extended by mutual agreement of the Employer and the Union.

22.7 CHOICE OF REMEDY.

If, as a result of the written Employer response in Step 4 the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of any Employee who has completed the required trial work period, the grievance may be appealed either to Step 5, Article 22 or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 5 of Article 22, the grievance is not subject to

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arbitration procedure as provided in Step 5 of Article 22. The aggrieved Employee shall indicate which procedure is to be utilized--Step 5 or Article 22 or another appeal procedure--and shall sign a statement of effect that the choice of any other hearing precludes the aggrieved Employee from Step 5.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this Grievance procedure. If a court of competent jurisdiction rules contrary to *Board of Governors*, or if *Board of Governors* is judicially or legislatively overruled, the underlined language will automatically be deleted from the Labor Agreement.

ARTICLE 23. UNIFORM AND EQUIPMENT ALLOWANCE

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- 23.1 Each Deputy Sheriff shall be allotted a uniform and equipment allowance of \$900.00 each year.
- 23.2 The Employer will provide an initial uniform package which will consist of the following:
 - 2 long sleeve shirts
 - 2 short sleeve shirts
 - 3 pair of pants
 - 1 neck tie
 - 1 lightweight coat
 - 1 winter coat
 - 1 rain coat
 - 2 name tags
 - 2 sets of collar brass

Two shirt badges and one camera will be provided, however, they will remain the property of the county. Uniform changes and or requirements implemented by the Sheriff that exceed fifty percent (50%) of the annual uniform allowance will be paid for entirely by the Employer, with no deductions to the employee's uniform allowance. Changes that cost less than 50% of the annual uniform allowance will be born in their entirety by the employee. All other uniform items are to be purchased and maintained by the employee.

23.3 Upon termination of employment all patches, uniforms and equipment issued shall be

returned to the Employer.

23.4 Deputies will be paid a uniform allowance as follows:

23.4.1 One half the allotment in June of each year, and one half the allotment in December of each year;

23.4.2 Deputies will be responsible to purchase their own authorized uniforms. Uniforms will not be charged to the County; and

23.4.3 The Sheriff will authorize the type of uniforms allowed to be purchased and will inspect uniforms and if found to be in need of replacement, will have the deputy replace the uniform within a month.

23.5 Initial uniforms will be furnished by the Employer and new employees will not collect uniform allowance for a one-year period.

ARTICLE 24. SEVERABILITY

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24.1 In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative, or judicial authority from whose findings, determinations, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 25. TRAINING AND MEETINGS

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25.1 The Employer shall be responsible for providing a minimum of forty-eight (48) hours in a three- (3) year period of training required by the Peace Officers Standards Training (P.O.S.T.) Board for each Deputy Sheriff. The Employer also agrees to reimburse each Deputy Sheriff for the cost of their P.O.S.T license fee.

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- 25.2 Mandatory training or mandatory departmental meetings, as established and scheduled by the Sheriff or Chief Deputy, shall be counted as hours worked towards the computation of overtime. The Sheriff or Chief Deputy will make an effort to have training while Deputy is on duty. With the Sheriff or Chief Deputy's approval, employees may attend training classes other than mandatory training, on their own time and shall receive straight time pay for all hours spent in such training.
- 25.3 In addition to all other compensation received, employees who work as an instructor for authorized law enforcement training shall receive one-half (½) hour of compensatory time for each hour spent as an instructor for classes primarily intended for Sheriff's Office employees.
- 25.4 Deputies assigned to perform the duties of Field Training Officers shall earn one and one-half (1½) hours of compensatory time off at their regular rate of pay for each shift assigned to perform such duties.

ARTICLE 26. INJURY ON DUTY

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- 26.1 The parties recognize that employees working for the County of Houston Sheriff's Office and covered by this Agreement, face a high potential for injury due to the nature of their employment. Such employee, who in the ordinary course of employment and while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer, incurs a disabling injury, shall be compensated in an amount equal to the difference between the employee's regular rate of take home pay and benefits paid under Worker's Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to six (6) months of Employee's regular monthly rate of pay per disabling injury.

ARTICLE 27. PERSONAL PROPERTY

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- 27.1 Personal property of the employee, damaged or destroyed in the course of the regular performance of their duties, shall be replaced by the Employer at no cost to the employee, up to fifty dollars (\$50.00) per item. Replacement cost of employee's eye glasses or pistol will be up to five hundred dollars (\$500.00). This provision does not apply towards any items damaged that are part of the Employer required uniform or equipment.

ARTICLE 28. WAIVER

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- 28.1 The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreement and understanding reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.
- 28.2 Therefore, the Employer and the Union for the duration of this Agreement, agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered by this Agreement.
- 28.3 Any and all prior agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

ARTICLE 29. DURATION AND PLEDGE

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- 29.1 This Agreement shall become effective January 1, 2025, unless specifically proved otherwise, and shall remain in effect through the thirty-first (31st) day of December 2027, and continue in effect from year to year thereafter, unless changed or terminated as provided by Section 29.2
- 29.2 Either party desiring to change or terminate this Agreement must notify the other in writing prior to September 1, 2027. When notice is given of the desire to negotiate changes, the nature of such changes shall be specified in the notice. Unless a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this Agreement shall follow the same procedure as a proposed change.
- 29.3 In consideration of the terms and conditions of employment established by this Agreement and the recognition that the Grievance Procedure herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement:
- 29.3.1 The Union, its officers, and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty,

willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful performance of their duties of employment. In the event of such an occurrence the Union will notify each employee, in writing, that such action is improper and that the employee must return to work immediately.

29.3.2 The Employer will not engage in, instigate, or condone any lockout of employees.

ARTICLE 30. CANINE HANDLER

[Return to Index](#)

A Deputy designated as a “Canine Handler” and the canine shall collectively be known as the “Canine Team”.

The Canine Team shall be required to perform specific duties as provided for in the Sheriff’s Office policy for the Canine Program in addition to normal patrol duties and assignments.

A Deputy designated as the “Canine Handler” shall have specific responsibilities for the grooming, feeding, cleaning, exercising, etc. or caring for the needs of the canine, as provided for in the Sheriff’s Office policy for the Canine Program.

A Deputy designated as the “Canine Handler” will be required to work a “canine shift” and compensation for the canine shift shall consist of two separate parts:

a. Part one: Off Duty Canine Care

The Off Duty part of the canine shift, the handler shall receive one hour of compensatory time off for each off duty day of the canine handler. Such compensatory time off shall be compensation for grooming, feeding, cleaning, exercising, etc. the canine on Off Duty days.

b. Part two: On Duty Canine Care

The On Duty part of the canine shift shall be for the performance of the handler’s regular duties as a Deputy Sheriff. This part of the shift shall be the same as any other Deputy Sheriff shifts with the following exception: the regularly scheduled shift shall be shortened by one hour and the handler shall be provide with an additional one hour of paid time on each of these “On Duty” days for grooming, feeding, cleaning, exercising, etc. or caring for the needs of the canine.

c. Following the retirement of the current canine, all future Canine Handlers will hold the position of Deputy and will not be available to Sergeant/Deputies or Investigator/Deputies.

d. The current K-9 handler will (Sergeant/Deputy) will retain this position until the current canine is retired or is reassigned by the sheriff.

—
—

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SIGNATURE PAGE AND APPENDICES FOLLOW

Agreed this _____ day of July 2025, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives:

FOR LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 237

Tim Chmielewski, LELS Business Agent

Date: 07/xx/2025

Chris Frick, LELS Local 237 Steward

Date: 07/xx/2025

Jon Kulas, LELS Local 237 Steward

Date: 07/xx/2025

FOR THE COUNTY OF HOUSTON:

Eric Johnson, County Board Chair

Date: 07/xx/2025

Brent Parker HC HR Officer

Date: 07/xx/2025

Approved as to form and execution:

Suzanne Bublitz, County Attorney

Date: 07/xx/2025

APPENDIX "A"
Wage Grids

[Return to Index](#)

Employee initial placement.

BAND	POSITION	EMPLOYEE	INITIAL PLACEMENT
C42	DEPUTY SHERIFF	GEHRKE, AMY	STEP 3
C42	DEPUTY SHERIFF	NAGLE, CALVIN	STEP 3
C42	DEPUTY SHERIFF	BUNKE, ISAIAH	STEP 5
C42	DEPUTY SHERIFF	INGLETT, LUKE	STEP 6
C42	DEPUTY SHERIFF	MEYER, ETHAN	STEP 6
C42	DEPUTY SHERIFF	KULAS, JONATHAN	STEP 9
C42	DEPUTY SHERIFF	SASS, LUKE	STEP 9
C43	DEPUTY SHERIFF	BROWNLEE, DUANE	STEP 9
C43	INVESTIGATOR	FRICK, CHRISTOPHER	STEP 9
C43	INVESTIGATOR	SMITH, NATHAN	STEP 9
C43	PATROL SERGEANT	TRAVIS LAPHAM	STEP 9
C43	PATROL SERGEANT	SWEDBURG, ZACHARY	STEP 9

January 1, 2025 through December 31, 2025 (6.5% increase)

Band	1	2	3	4	5	6	7	8	9
C42	33.72	34.88	36.11	37.37	38.69	37.58	41.44	42.89	44.39
C43	35.05	36.27	38.45	38.85	40.23	41.63	43.08	44.61	46.15

January 1, 2026 through December 31, 2026 (3.5% increase)

Band	1	2	3	4	5	6	7	8	9
C42	34.90	36.10	37.37	38.68	40.04	38.90	42.89	44.39	45.94
C43	36.28	37.54	39.80	40.21	41.64	43.09	44.59	46.17	47.77

January 1, 2027 through December 31, 2027 (32.5% increase)

Band	1	2	3	4	5	6	7	8	9
C42	36.03	37.27	38.59	39.93	41.35	40.16	44.28	45.83	47.43
C43	37.46	38.76	41.09	41.52	42.99	44.49	46.04	47.67	49.32

—
—

Additional Language

During negotiations for the 2025–2027 Collective Bargaining Agreement, the parties agreed that the county will explore a market study for the positions of Deputies and Sergeant/Investigators prior to the next Collective Bargaining Agreement.

—
—

APPENDIX "B"
Memorandum of Understanding

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COPY OF MOU ON NEXT PAGE

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MEMORANDUM OF UNDERSTANDING
Between Houston County and Law Enforcement Labor Services, Inc.

This Memorandum of Understanding is entered into between the County of Houston (hereafter, "County") and Law Enforcement Labor Services, Inc., Local #237 (hereafter, "Union").

WHEREAS, the County and the Union are parties to a Collective Bargaining Agreement (hereafter "CBA" or "Agreement").

WHEREAS, the CBA contains language in Article 2, Section 2.2 identifying the Investigator/Deputy position as a classification within the LELS Local #237 bargaining unit.

WHEREAS, the County has indicated interest in treating the Investigator position as a rotating position whose duties include assignment to the SE MN Violent Crime Enforcement Team.

WHEREAS, the County and the Union have conferred regarding the parties' desire to avoid further dispute regarding the nature of the Investigator position.

NOW, THEREFORE, the parties agree as follows:

1. The Investigator position will be assigned by the Sheriff, consistent with the terms of this MOU.
2. The duration of an employee's assignment to the Investigator position shall be 3 to 5 years in length, during which time the employee may be removed from the position as set forth in Article 20 of the CBA, or as described in this Memorandum.
3. The Sheriff will evaluate the performance of the employee assigned to the Investigator position; and, after the employee completes 3 years in the position, the Sheriff may elect to discontinue the employee's assignment without such action being considered discipline as set forth in Article 20 of the CBA. If the Sheriff does not elect to discontinue the employee's assignment at this time, the employee will continue in the assignment for the remaining duration of the 5 year term.
4. If the Sheriff chooses to discontinue the employee's assignment at 3 years as described in this Memorandum; or, upon the expiration of the 5 year term, the Sheriff shall seek letters of interest from applicants and assign the senior most qualified applicant to the Investigator position.
5. The employee assigned to the Investigator position will receive pay for the duration of the assignment at the Investigator rate of pay identified in the CBA at "Appendix A – Wage Grids."

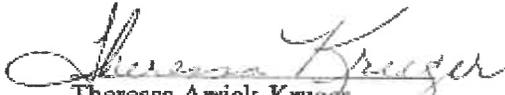
This Memorandum of Understanding shall remain in effect for the duration of the CBA.

In witness whereof, the parties have caused this Memorandum of Understanding to be executed this 1 day of Aug., 2017.

HOUSTON COUNTY

 for J.M.

Jack Miller
County Board Chair



Theresa Arrick-Kruger
Houston County HR Director



Mark Inglett
Houston County Sheriff

Date: 8/1/17

**LAW ENFORCEMENT
LABOR SERVICES, INC.**



Renee Zachman
LELS Business Agent



Dan Coogan
LELS Local #237 Representative

Date: _____

**HOUSTON COUNTY
AGENDA REQUEST FORM
August 5, 2025**

Date Submitted: July 22, 2025

By: Polly Heberlein

Consent Agenda:

Review 2024 Annual Disclosure Statement for City of La Crescent Tax Increment Financing (TIF) Districts for the year ended December 31, 2024.

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

PUBLIC NOTICE
CITY OF LACRESCENT, MINNESOTA
ANNUAL DISCLOSURE OF TAX INCREMENT DISTRICTS FOR THE
YEAR ENDED DECEMBER 31, 2024
(Minnesota Statutes, Section 469.175(5))

	DISTRICT 2-1	DISTRICT 4-2	DISTRICT 5-1	DISTRICT 1-8	DISTRICT 1-9
Current Net Tax Capacity	7,484	316	6,512	50,988	1,479
Original Net Tax Capacity	441	2,919	1,533	1,637	1,464
Captured Net Tax Capacity	7,043	28,857	4,979	49,351	15
Principal and Interest Payments Due in 2025	0	15,632	5,520	60,076	0
Tax Increment Received in 2024	9,322	39,749	6,081	64,113	0
Tax increment Expended in 2024	5,237	167,446	7,857	61,403	1,200
Month / Year First Tax Incr. Receipt	July 1998	July 2010	July 2009	July 2020	July 2023
Date of Required Decertification	12/31/24	12/31/35	12/31/34	12/31/45	12/31/37

Additional information regarding each district may be obtained from:
Kara Tarrence, Finance Director
City of LaCrescent
P.O. Box 142
LaCrescent, MN 55947
507-895-2069
ktarrence@cityoflacrescent-mn.gov

Publish: Houston County News

**HOUSTON COUNTY
AGENDA REQUEST FORM
08.05.25**

Date Submitted: 07.29.25

By: Polly Heberlein, Auditor/Treasurer

Consent Agenda:

Consider approving an Exempt Permit for Minnesota Lawful Gambling Application LG220 for Caledonia Girls Court Club INC for gambling (raffle) activities to be conducted at Ma Cal Grove Country Club in Caledonia Township with a drawing to be held on October 24, 2025, with no waiting period.

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

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

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: Caledonia Girls Court Club INC

Previous Gambling Permit Number: X- [REDACTED]

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: 825 N Warrior Ave

City: Caledonia State: MN Zip: 55921 County: Houston

Name of Chief Executive Officer (CEO): Jim Hoscheit

CEO Daytime Phone: [REDACTED] CEO Email: [REDACTED]
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

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): Ma Cal Grove Country Club

Physical Address (do not use P.O. box): 15939 State Hwy 76, Caledonia, MN 55921

Check one:

- City: _____ Zip: _____ County: _____
 Township: Caledonia Township Zip: 55921 County: Houston

Date(s) of activity (for raffles, indicate the date of the drawing): 10/24/25

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.

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

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> 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).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>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.)</p> <p>Print Township Name: <u>Judith Massman</u></p> <p>Signature of Township Officer: <u>Judith Massman</u></p> <p>Title: <u>Township Clerk</u> Date: <u>7-26-25</u></p>
--	--

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] Date: 7/25/25
(Signature must be CEO's signature; designee may not sign)

Print Name: Jlm Hoscheit

<p>REQUIREMENTS</p> <p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days; or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>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.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>MAIL APPLICATION AND ATTACHMENTS</p> <p>Mail application with:</p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ 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.</p> <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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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 Department 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.

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

**HOUSTON COUNTY
AGENDA REQUEST FORM
August 5, 2025**

Date Submitted: July 28, 2025

By: Polly Heberlein

Consent Agenda:

Review 2024 Annual Disclosure Report for City of Caledonia Tax Increment Financing (TIF) Districts for the year ended December 31, 2024.

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



DDA
David Drown Associates, Inc.
Public Finance Advisors

Minneapolis Office:
5029 Upton Avenue South
Minneapolis, MN 55410-2244
(612)920-3320 xtn 107 | fax (612) 605-2375
www.daviddrown.com

July 25, 2025

Houston County Commissioners
Houston County Courthouse
304 South Marshall Street
Caledonia MN 55921

**RE: City of Caledonia
2024 TIF Reports**

Dear County Board Members:

Enclosed please find one completed copy of Caledonia's Annual Disclosure Report as it pertains to their 2024 TIF reports. Please direct any questions or concerns to this office.

On behalf of the City,

Sonya Bubany
David Drown Associates, Inc.
sonya@daviddrown.com

CITY OF CALEDONIA, MINNESOTA

Annual Disclosure of Tax Increment Districts for the Year Ended December 31, 2024

Name of TIF District:	TIF 2 - 1 Townhomes	TIF 2 - 2 Housing
Current net tax capacity	10,854	12,945
Original net tax capacity	32	341
Captured net tax capacity	10,822	12,604
Principal and interest payment due in 2025	0	0
Tax increment received in 2024	12,788	14,818
Tax increment expended in 2024	4,883	1,967
First tax increment receipt	June, 1998	June, 1998
Date of required decertification	Dec. 31, 2024	Dec. 31, 2024
Increased property taxes on other properties due to Fiscal Disparities	0	0

Additional information regarding each district may be obtained from:

Jacob Dickson
City of Caledonia
231 East Main Street
Caledonia MN 55921
Phone: 507-725-3450

**HOUSTON COUNTY
AGENDA REQUEST FORM
August 5, 2025**

Date Submitted: 7/29/2025
By: Polly Heberlein, Auditor/Treasurer

CONSENT AGENDA REQUEST:

Consider approving the Assignment and Assumption of the Ground Lease for Airport Lease: Lot 12, which was sold by Arne Beneke to Phil Reed. Expiration of lease for Lot 10 to Phil Reed is 7/1/2026.

ACTION ITEM:

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

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE FORM

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (“Agreement”) is made and entered into this 30th day of June, 2025 by and between Arne Beneke, an individual (“Assignor”) and Phil Reed, an individual (“Assignee”).

RECITALS

WHEREAS, Arne Beneke, original lessee, and Houston County Minnesota, a municipal corporation (“Lessor”) entered into a certain Airport Ground Lease Agreement dated July 1, 2021; and

WHEREAS, Arne Beneke, assigned his rights in the Lease, dated July 1, 2021 to Phil Reed, pursuant to an Assignment and Assumption to Airport Ground Lease Agreement, dated June 30, 2025 (attached hereto and incorporated herein).

WHEREAS, the Airport Ground Lease Agreement dated July 1, 2021 and the Assignment and Assumption to Airport Ground Lease Agreement dated June 30, 2025 attached hereto and incorporated herein are hereby collectively the (“Lease”) of the Premises commonly known as Houston County Airport hangar Lot #12, Houston County, Minnesota; and

WHEREAS, Lessor provides its written consent as evidenced by its signatures below to an Assignment of said Lease by Arne Beneke, Assignor to Phil Reed, Assignee; and

WHEREAS, Assignor desires to assign all of its right, title and interest in the Lease to Assignee and Assignee desires to assume Assignor’s obligations under the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Subject to and concurrently with the consummation of that certain Asset Purchase and Sale Agreement dated June 30, 2025, (attached hereto) for an improvement commonly known as hanger located on Lessor Premises Lot #12, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease including any and all prepaids and other rights or entitlements of Assignor under the Lease, subject to all of the terms, covenants, conditions and provisions of the Lease.
2. Assumption. From and after the date hereof, Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the Lease. Assignee agrees to be bound by each and every provision of the Leases as if it had executed the same.
3. Assignor’s Representations and Warranties. Assignor represents and warrants to Assignee that:
 - (a) the Lease is in full force and effect, unmodified except as provided in this Agreement;

- (b) Assignor's interest in the Lease is free and clear of any liens, encumbrances or adverse interests of third parties;
- (c) Assignor possesses the requisite legal authority to assign its interest in the Lease as provided herein; and
- (d) There are no sums due and owed by Assignor under the Lease as of the effective date hereof, and there exists no condition of default thereunder.

4. Indemnification. Assignor agrees to indemnify, defend and hold harmless Assignee from any and all claims, demands and debts due under the Lease prior to the effective date of this Assignment Agreement and Assignee agrees to indemnify, defend and hold harmless Assignor from any and all claims, demands and debts which may become due under the Lease on or after the effective date of this Assignment.

5. Expenses. The parties hereto will bear their separate expenses in connection with this Assignment Agreement and its performance.

6. Entire Agreement. This Agreement embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota and each of the parties hereto submits to the non-exclusive jurisdiction of the courts of the State of Minnesota in connection with any disputes arising out of this Agreement.

8. Successors and Assigns. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

ASSIGNEE CONTACT INFORMATION:

Street Address

Email Address

Telephone Number

Neither Assignor nor Assignee will do or permit anything to be done in connection with the Sublease or Sublessee's occupancy of the Premises that would violate the underlying Lease, referenced herein.

If a defined term is not otherwise defined in this Assignment, the definition given that term by the Assignor's current Airport Ground Lease Agreement with Lessor controls.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2025.

ASSIGNOR

Arne Beneke

STATE OF MINNESOTA

COUNTY OF HOUSTON

This instrument was acknowledged before me on the ____ day of _____, 2025 by

(Notary Public)

Printed Name: _____

My Commission Expires: _____

ASSIGNEE

Phil Reed

STATE OF MINNESOTA

COUNTY OF HOUSTON

This instrument was acknowledged before me on the ____ day of _____, 2025 by

(Notary Public)

Printed Name: _____

My Commission Expires: _____

FOR LESSOR

Eric Johnson, Houston County Board Chairperson

STATE OF MINNESOTA

COUNTY OF HOUSTON

This instrument was acknowledged before me on the ____ day of _____, 2025 by

_____.

(Notary Public)

Printed Name: _____

My Commission Expires: _____

AND

Polly Heberlein, Houston County Auditor-Treasurer

STATE OF MINNESOTA

COUNTY OF HOUSTON

This instrument was acknowledged before me on the ____ day of _____, 2025 by

_____.

(Notary Public)

Printed Name: _____

My Commission Expires: _____

APPROVED AS TO FORM AND EXECUTION

Suzanne Bublitz, Interim Houston County Attorney

*******SIGNED COPY AVAILABLE IN AUDITORS OFFICE*******

Houston County Agenda Request Form

Date Submitted: July 24, 2025 Board Date: August 5, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To accept and approve the grant agreement for FAA Airport Improvement Program (AIP) funding in the amount of \$1,107,730 for project # 3-27-0016-016-2025, the Houston County Airport T-Hangar.

Attachments/Documentation for the Board's Review:

Grant agreement is attached.

Justification:

The T-Hangar project was awarded on March 18, 2025 contingent upon receiving the State and Federal funding. The AIP funds are part of the Federal funding to be awarded. We approved the AIG funds on July 15, 2025 and its State Companion grant today and are now waiting on the state funding grants to match the AIP funds, and for crackfilling.

Action Requested:

Please pass the attached resolution to accept these Federal AIP funds and to approve Eric Johnson to sign as Houston County's authorized official to execute this grant and sign any amendments.

Note: This grant will be signed electronically.

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. 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.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Dakota-Minnesota
Airports District Office

6020 28th Avenue South, Suite 102
Minneapolis, MN 55450

2301 University Drive, Building 23B
Bismarck, ND 58504

July 28, 2025

Mr. Eric Johnson
Board Chairperson
1124 E Washington St
Caledonia, MN 55921

**Houston County Airport (CHU)
Caledonia, MN
Grant No 3-27-0016-016-2025
UEI No XEMLXNMPRD93
AIP Grant Offer Letter**

Dear Mr. Johnson:

The Grant Offer for Airport Improvement Program (AIP) Project **No. 3-27-0016-016-2025** at Houston County Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 29, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Gaven O Hair, (612) 253-4637, gaven.t.o'hair@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

E. Lindsay Terry
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area Houston County Airport

Airport Infrastructure Grant Number 3-27-0016-016-2025

Unique Entity Identifier XEMLXNMPRD93

TO: County of Houston

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of Minnesota.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 18, 2025, for a grant of Federal funds for a project at or associated with the Houston County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Houston County Airport (herein called the "Project") consisting of the following:

Reseal/Resurface Runway 13/31

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$38,496.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$38,496 for airport development or noise program implementation; and,

\$0 for land acquisition.

- 2. Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR §

200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 29, 2025**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- 1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- 2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or

- b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- b. "Private Entity" means:

- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated July 19, 2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI

Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
- b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including

waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
 - c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).
33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. **Environmental.** The environmental approval for this project was issued on 4/21/2021. This project includes the following mitigation measures:

CATEX

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

36. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
37. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
38. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
39. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
40. **Duffy Plaintiff Special Term.** Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

“[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.”

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

County of Houston

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (County of Houston), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of **July 18, 2025**.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

RESOLUTION NO. 25-20

**AUTHORIZATION TO EXECUTE
FEDERAL AVIATION ADMINISTRATIVE AIRPORT IMPROVEMENT
PROGRAM GRANT (AIP)**

**CONSTRUCT 8-UNIT T-HANGAR PROJECT
Grant Number 3-27-0016-016-2025**

BE IT RESOLVED by the Houston County Board of Commissioners for the County of Houston as follows:

1. That the FAA Grant No. 3-27-0016-016-2025,
“Construct / Expand Hangar” at the Houston County Airport is accepted.
2. That the Houston County Board Chairman, Eric Johnson, is authorized to execute the Contract and any amendments on behalf of the County of Houston.

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

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Carol Lapham, County Administrator - Interim, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at an authorized meeting held August 5, 2025, as shown by the minutes in my possession.

WITNESS my hand and seal of my office on the 5th of August 2025.

(SEAL)

Carol Lapham, County Administrator - Interim

Houston County Agenda Request Form

Date Submitted: July 24, 2025 Board Date: August 5, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To accept and approve the State Companion grant agreement, contract #1060766 in the amount of \$11,684.21 to match the FAA Airport Infrastructure Grant (AIG) funding or \$444,000 that was approved on 7/15/2025. This is for project # 3-27-0016-015-2025, the Houston County Airport T-Hangar.

Attachments/Documentation for the Board's Review:

Grant agreement is attached.

Justification:

The T-Hangar project was awarded on March 18, 2025 contingent upon receiving the State and Federal funding. This is the matching grant to the AIG funds.

Action Requested:

Please pass the attached resolution to accept these State matching funds and to approve Eric Johnson and Carol Lapham to sign as Houston County's authorized officials to execute this grant and sign any amendments.

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. 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.

STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and **Houston County, 1124 East Washington Street, Caledonia, MN 55921** ("Grantee").

RECITALS

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

AGREEMENT TERMS

- 1 **Term of Agreement, Survival of Terms, and Incorporation of Exhibits**
 - 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
 - 1.2 **Expiration Date.** This agreement will expire on December 31,2029, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
 - 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
 - 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **2801-39**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
 - 1.5 **Exhibits.** **Exhibit 'A'** – Grant Request Letter; **Exhibit 'B'** – Credit Application; **Exhibit 'C'** – Cost Split
- 2 **Grantee's Duties**
 - 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
 - 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
 - 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
 - 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
 - 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
 - 2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all

times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

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

4 Cost and Payment

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

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
AIG T- Hangar Construction	95%	2.5%	2.5%
	\$444,000.00	\$11,684.21	\$11,684.21

Federal Committed:	<u>\$444,000.00</u>
State:	<u>\$ 11,684.21</u>
Grantee:	<u>\$ 11,684.21</u>

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

4.2 **Travel Expenses.** Blank

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

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$11,684.21**.

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by Credit Application via email. Exhibit "B", which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Monthly basis as needed.

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

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

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

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

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

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

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

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

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

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

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or Brian Conklin, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658, or their successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Brian K. Pogodzinski, Houston County Engineer
(507) 725-3925, brian.pogodzinski@co.houston.mn.us
1124 east Washington Street
Caledonia, MN 55921
, or their successor.

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

7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

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

9 **State Audits**

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

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

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

10.2 **Intellectual Property Rights.**

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

acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 **Obligations**

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

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

11 **Workers Compensation**

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

12 **Publicity and Endorsement**

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

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

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

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

14 **Termination; Suspension**

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

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

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

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

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

15 Data Disclosure

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

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

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

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

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

certification as a flow down clause in any contract related to this agreement.

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

21 **Additional Provisions**
[Intentionally left blank.]

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

MnDOT ENCUMBRANCE VERIFICATION

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

By:

Date:

SWIFT Contract # _____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION, as delegated

By:

Date:

MnDOT CONTRACT MANAGEMENT, for form and execution

By:

Date:

GRANTEE

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

By: _____

Title: Eric Johnson, Houston County Board Chairman

Date: _____

By: _____

Title: Carol Lapham, Houston County Interim Administrator

Date: _____

EXHIBIT "A"



**HOUSTON COUNTY
DEPARTMENT OF TRANSPORTATION**

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

Brian K. Pogodzinski, Houston County Engineer

April 9, 2025

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

RE: Grant Application
Houston County Airport (CHU)
8 Unit T-Hangar Projects **(AIG Funded)**

Dear Mr. Bourassa:

Please find enclosed the bid abstract, pre-construction photos, signed professional service agreements, FAA cost-price analysis, FAA Form SF-424, FAA Form 5100-100, and plans and specifications for the aforementioned project at the Houston County Airport in Caledonia, Minnesota.

The aforementioned project involves construction of an 8 Unit T-Hangar. **28.613225% of the project will be funded with AIG funds.** The remaining 71.386775% will be funded with AIP funds under a separate grant application.

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

8 UNIT T-HANGAR & RUNWAY 13/31 CRACK REPAIR COST BREAKDOWN				
PROFESSIONAL SERVICES	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
DESIGN ENGINEERING - BMI	\$60,000.00	\$57,000.00	\$1,500.00	\$1,500.00
CONSTRUCTION ENGINEERING - BMI	\$75,000.00	\$71,250.00	\$1,875.00	\$1,875.00
TOTAL ENGINEERING:	\$135,000.00	\$128,250.00	\$3,375.00	\$3,375.00
CONSTRUCTION	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
RUNWAY 13/31 CRACK REPAIR (FAHRNER ASPHALT)	\$40,523.09	\$38,496.94	\$1,013.08	\$1,013.08
OLYMPIC BUILDERS G.C.	\$1,497,400.00	\$1,422,530.00	\$37,435.00	\$37,435.00
TOTAL CONSTRUCTION:	\$1,537,923.09	\$1,461,026.94	\$38,448.08	\$38,448.08
ADMINISTRATION	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
HOUSTON COUNTY	\$1,000.00	\$950.00	\$25.00	\$25.00
TOTAL CITY ADMINISTRATION:	\$1,000.00	\$950.00	\$25.00	\$25.00

	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
TOTAL PROJECT:	\$1,673,923.09	\$1,590,226.94	\$41,848.08	\$41,848.08
	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
AIG FUNDING SHARE	\$467,368.42	\$444,000.00	\$11,684.21	\$11,684.21
AIP FUNDING SHARE	\$1,206,554.67	\$1,146,226.94	\$30,163.87	\$30,163.87
AIG FUNDING PARTICIPATION RATE	27.9205%			
AIP FUNDING PARTICIPATION RATE	72.0795%			

AIG - 8 UNIT T-HANGAR & RUNWAY 13/31 CRACK REPAIR				
PROFESSIONAL SERVICES	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
DESIGN ENGINEERING - BMI	\$17,167.94	\$16,309.54	\$429.20	\$429.20
CONSTRUCTION ENGINEERING - BMI	\$21,459.92	\$20,386.92	\$536.50	\$536.50
TOTAL ENGINEERING:	\$38,627.85	\$36,696.46	\$965.70	\$965.70
CONSTRUCTION	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
RUNWAY 13/31 CRACK REPAIR (FAHRNER ASPHALT)	\$0.00	\$0.00	\$0.00	\$0.00
OLYMPIC BUILDERS G.C.	\$428,454.43	\$407,031.71	\$10,711.36	\$10,711.36
TOTAL CONSTRUCTION:	\$428,454.43	\$407,031.71	\$10,711.36	\$10,711.36
ADMINISTRATION	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
HOUSTON COUNTY	\$286.13	\$271.83	\$7.15	\$7.15
TOTAL CITY ADMINISTRATION:	\$286.13	\$271.83	\$7.15	\$7.15
	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
TOTAL PROJECT:	\$467,368.42	\$444,000.00	\$11,684.21	\$11,684.21

Houston County requests a **Federal AIG** grant agreement in the amount of **\$ 444,000.00** for the aforementioned project. If you need any further information or documentation, please feel welcome to contact me at brian.pogodzinski@co.houston.mn.us or 507-725-3925.

Sincerely,



Brian Pogodzinski, P.E.
County Engineer

cc: Sean Johnston, FAA DMA-ADO
Jake Martin, FAA DMA-ADO
Brian Conklin, MnDOT
Silas Parmar, Bolton & Menk, Inc.

Enclosures:

- Bid Abstracts
- Pre-Construction Photos

- Signed Professional Service Agreements
- FAA Cost-Price Analysis
- FAA Form 5100-100
- FAA Form SF-424
- Plans and Specifications

STATE OF _____

COUNTY OF _____

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

Signature

Subscribed and sworn to before me

this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "C"

Airport: HOUSTON COUNTY AIRPORT

Airport Sponsor: HOUSTON COUNTY, MN

Ident: CHU

UEI: XEMLXNMPRD93

State Project No.:

Federal Project No.: AIG 3-27-0016-015-2025

Agreement No.:

Project Description:

Date: 4/9/2025

Construction	Description	Total	Funding Rates		Federal	State	Local
			Federal	State			
	8 UNIT T-HANGAR - OLYMPIC BUILDERS	\$ 428,454.43	95.00%	2.50%	\$ 407,031.71	\$ 10,711.36	\$ 10,711.36
	CONSTRUCTION SUBTOTAL	\$ 428,454.43	95.00%	2.50%	\$ 407,031.71	\$ 10,711.36	\$ 10,711.36
Engineering	Description	Total	Federal	State	Federal	State	Local
	DESIGN ENGINEERING - BOLTON & MENK, INC.	\$ 17,167.94	95.00%	2.50%	\$ 16,309.54	\$ 429.20	\$ 429.20
	CONSTRUCTION ENGINEERING - BOLTON & MENK, INC.	\$ 21,459.92	95.00%	2.50%	\$ 20,386.92	\$ 536.50	\$ 536.50
	ENGINEERING SUBTOTAL	\$ 38,627.85	95.00%	2.50%	\$ 36,696.46	\$ 965.70	\$ 965.70
Administration	Description	Total	Federal	State	Federal	State	Local
	COUNTY ADMINISTRATION	\$ 286.13	95.00%	2.50%	\$ 271.83	\$ 7.15	\$ 7.15
	ADMINISTRATION SUBTOTAL	\$ 286.13	95.00%	2.50%	\$ 271.83	\$ 7.15	\$ 7.15
	Total (before adjustments)	\$ 467,368.42			\$ 444,000.00	\$ 11,684.21	\$ 11,684.21
	Adjustments to round Fed amount				\$ 444,000.00	\$ 11,684.21	\$ 11,684.21
	Overall Share Percentages	\$ 467,368.42	95.00%	2.50%	\$ 444,000.00	\$ 11,684.21	\$ 11,684.21
					95.00%	2.50%	2.50%

RESOLUTION NO. 25-21

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

It is resolved by the County of Houston as follows:

1. That the state of Minnesota Agreement No. 1060766,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for State
Project No. A2801-39 at the Houston County Airport is accepted.
2. That the County Board Chairperson and Interim County Administrator are
authorized to execute this Agreement and any amendments on behalf of the
County of Houston.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF HOUSTON

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the Houston County Board of Commissioners at an authorized meeting held on the 5th day of August 2025 as shown by the minutes of the meeting in my possession.

Signature: _____
Carol Lapham, Interim County Administrator

CORPORATE SEAL /OR/

NOTARY PUBLIC
My commission Expires: _____

Houston County Agenda Request Form

Date Submitted: July 24, 2025 Board Date: August 5, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To consider adopting the proposed T-Hangar Rental Rates along with next year's existing rental rates and discuss and approve a priority system for offering the T-Hangar rentals along with establishing a timeline for deciding on the rental before moving on to the next possible renter.

Attachments/Documentation for the Board's Review:

Proposed T-Hangar rental rates and future rates for the existing hangars.

Justification:

The T-Hangar project will be completed either later this year or early spring 2026. It is important to begin establishing the rental rates and begin planning for rentals as soon as they are available.

Action Requested:

Approve rental rates, renter priority and decision timelines.

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. 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 Airport Proposed Rental Rates

Board Meeting August 5, 2025

	Current	Proposed	
		Per Month	Per Year
T-Hangers		\$ 150.00	\$ 1,800.00
Box Hangers (To be built)		\$ 41.67	\$ 500.00
Effective starting July 2026			
Existing Box Hangers (Rows 2 and 3)	250.00	\$ 32.08	\$ 385.00
Existing Benzeng Hanger	975.91	\$ 96.25	\$ 1,155.00

**HOUSTON COUNTY
AGENDA REQUEST FORM
August 5, 2025**

Date Submitted: 07.30.25

By: Polly Heberlein – Auditor-Treasurer

Action Item:

Requesting approval on the Houston County Snowmobile Club Trail Agreements which outline the rights and obligations of both Houston County and the individual snowmobile clubs. (Contingent upon submission of signed agreement)

This Agreement was created in conjunction with the MnDOT ‘Snowmobile Trail – Nighttime, Two Way Use’ Limited Use Permit. (LUP)

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

**HOUSTON COUNTY and
CALEDONIA SNO-GOPHERS SNOWMOBILE CLUB
TRAIL AGREEMENT**

This Agreement is made on the ____ day of _____, 2025, between County of Houston, hereafter referred to as "County", and the Caledonia Sno-Gophers Snowmobile Club, as an individual "Club".

WHEREAS, the County desires to establish and maintain public snowmobile trails in furtherance of its public recreation program using funds through the Minnesota DNR Snowmobile Grant-In-Aid Program (GIA); and

WHEREAS, the Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation; and

WHEREAS, the State of Minnesota offers financial and technical assistance to the County for the construction and maintenance of approved trails; and

NOW, THEREFORE, IT IS AGREED between the parties hereto that:

1. The trail that is the subject of this Agreement shall be located in Houston County.
2. The County Finance Department shall serve as the fiscal agent on behalf of the County.
3. The County shall apply to the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules, and regulations governing such assistance through the GIA program.
4. The Club shall enter into necessary agreements for the acquisition of the necessary interests in land and the subsequent construction and maintenance of the trail. The Club shall provide the County with proof of the acquisition of the necessary interests in lands on the trail. The Club shall acquire land in fee, easement, lease, permit, or other authorization for said trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the trail, the Club shall obtain from the owner of said parcel, a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A.
5. The Club shall construct the trail, provide adequate maintenance, keep the trail reasonably safe for public use and provide such other maintenance or modifications as may be required by the State of Minnesota and the Minnesota DNR. The Club agrees to be solely responsible for the aforementioned obligations, and the parties agree that the County shall have no responsibility, duty, or liability for those obligations. Any work in

connection with the trail shall be in accordance with the terms and conditions of the Snowmobile Grant-In-Aid contract and Minnesota DOT Limited Use Permit agreements between the State agencies and the County, and such terms and conditions shall be incorporated by reference into this Agreement and any subsequent contracts between the County and the Club, or between the parties hereto and others.

6. Any and all claims that arise or may arise against the Club, its agents, servants, volunteers, or employees as a consequence of any act or omission on the part of the Club or its agents, servants, volunteers, or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the County. The Club shall indemnify, hold harmless and defend the County, its commissioners, elected officials, officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of any Limited Use Permit agreement executed by the Minnesota DOT and Houston County where such loss is based on the Indemnity provisions of said agreement and not on County's own negligence, or arising out of or by reason of any act or omission of the Club, its agents, servants, volunteers, or employees, in the execution, performance, or failure to adequately perform the Club's obligations pursuant to this Contract.

7. The Club further agrees that in order to protect itself as well as the County under the indemnity agreement provision hereinabove set forth, they will at all times during the term of the Agreement have and keep in force liability insurance amounts at least equal to the maximum liability limits set forth in Minn. Stat. 466.04, Subd. 1:

a. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$500,000.00 for property damage arising from one occurrence, \$1,000,000.00 for total bodily or personal injuries or death and/or damages arising from one occurrence. The County shall be named as an additional insured on such policy.

b. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$500,000.00 per accident for property damage, \$500,000.00 for bodily injuries and/or damages to any one person, and \$1,000,000.00 for total bodily injuries and/or damages arising from any one accident. The County shall be named as an additional insured on such policy.

c. Workers' Compensation - It is hereby understood and agreed that any and all employees or volunteers of the Club shall not be considered employees of the County, and that any and all claims that may or may not arise under the Workers' Compensation

Act of the State of Minnesota on behalf of said employees or volunteers while so engaged, and any and all claims made by any third parties as the consequences of any act or omission on the part of said employees while so engaged on any of the work or services to be rendered within the terms of this Agreement, shall in no way be the obligation or responsibility of the County.

d. The County may withhold payment for failure of the Club to furnish certificates of insurance as required above.

e. In the event that claims or lawsuits shall arise jointly against the Club and the County, and the County elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the County.

f. If the Club receives a cancellation notice from its insurance carrier, the Club agrees to notify the County within five business days with a copy of the cancellation notice.

8. The County expects to receive financial assistance from the State of Minnesota in an amount not to exceed \$_____. This amount will not exceed the actual amount of the Snowmobile FY 2026 Maintenance and Grooming Grant Agreement, which may include supplemental funding. The County expects to receive said funds upon the Club's satisfactory completion of the four benchmarks specified by the Minnesota Snowmobile Trails Assistance Program, Maintenance and Grooming Manual, the standards of which are incorporated herein by reference and as set forth in the County's Minnesota Snowmobile Trails Assistance Program, Snowmobile FY 2026, Maintenance and Grooming Grant Agreement. The County hereby agrees to reimburse the Club any monies received from the State of Minnesota based upon the Club completing the necessary benchmarks, with the Club absorbing or otherwise satisfying the remainder of the cost. In the event that the financial assistance from the State of Minnesota changes in amount or percentage, the obligation of the County to reimburse the Club will change accordingly. Due to variability in revenues to the snowmobile account, in FY 2026, the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.

9. The County may receive additional funding if the Club qualifies for additional financial funding approved by the State of Minnesota. The County hereby agrees to reimburse the Club any monies received from the State of Minnesota.

10. At least annually, the Club will submit to the County records and documents adequately showing the actual, total cost incurred for any work on the trail.

11. The County shall not be liable for such costs as are incurred by the Club because state funds are depleted or reduced or in any way modified.

12. The Club will operate as an independent contractor. The County and the State of Minnesota shall not have any responsibility or liability for workers' compensation, other employee benefits or claims of negligence, or other wrongdoing on the part of the Club brought by third parties.

13. The Club shall maintain books, records, documents, and other evidence relevant to this Agreement and in such detail that will accurately reflect the benchmarks that have been reached in this program and that have received payment. The Club shall use generally accepted accounting principles, and these records shall be retained for six (6) years after this Agreement terminates. The County, State, its representative or the legislative auditor shall have the right to examine this evidence, and the Club shall make them available at the office at all reasonable times during the record retention period. Records shall be sufficient, as defined in the Minnesota Snowmobile Trails Assistance Program, to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this Agreement.

14. This Agreement may be terminated by the County in the event of a default by the Club; the legislature appropriates insufficient monies for the program; or the abandonment of the trail. Further, this Agreement may be terminated, with or without cause, upon thirty (30) days' written notice by either of the parties hereto.

15. Assignment or Modification - The Club may not assign any of its rights or obligations under this Agreement without the prior written consent of the County. No change or modification of the terms or provisions of this Agreement shall be binding unless such change or modification is in writing and signed by the parties to this Agreement.

16. Invasive Species Prevention

16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work. The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Club shall prevent invasive species from entering into or spreading within the Trail by ensuring the cleaning of equipment prior to arriving at the Trail site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Club's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control. Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which

requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

TERRESTRIAL WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

AQUATIC WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. If the project site includes a water body, the grantee shall clean equipment and clothing as noted above, prior to entering and leaving the water body. Prior to leaving the water body, drain water from all equipment, tanks or water retaining components of boats (motors, live well and bilge). Immediately after leaving the water body, drain water from transom wells onto dry land.

16.2 Cleaning and disposal of material cleaned.

If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite

17. Data Disclosure - Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Club consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to

Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite

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

18. Governing Law, Jurisdiction, and Venue - Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Houston County, Minnesota.

19. Authorized Representative – The County’s Authorized Representative is Houston County Finance Department, or his/her successor. The Houston County Finance Department may delegate authority to the County Highway Engineer and/or County Auditor-Treasurer to monitor the Club’s performance and accept services provided under the grant contract. If the services are satisfactory, the County's Authorized Representative or one of the delegated individuals will certify acceptance on each invoice submitted for payment. A list of the Trail Area Supervisors can be found on the program webpage:

(<https://files.dnr.state.mn.us/assistance/grants/recreation/gia-pat-contacts.pdf>)

20. The Agreement shall be effective from November 15, 2025, and shall expire on June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever is sooner.

HOUSTON COUNTY

CALEDONIA SNO-GOPHERS SNOWMOBILE CLUB

Dated: _____

Dated: July 30 2025

No. Alan Christien Trail coordinator

County Board Chair

Dated: _____

County Administrator

**HOUSTON COUNTY and
VIKING RIDGE RIDERS, INCORPORATED SNOWMOBILE CLUB
TRAIL AGREEMENT**

This Agreement is made on the ____ day of _____, 2025, between County of Houston, hereafter referred to as "County", and the Viking Ridge Riders, Incorporated Snowmobile Club, as an individual "Club".

WHEREAS, the County desires to establish and maintain public snowmobile trails in furtherance of its public recreation program using funds through the Minnesota DNR Snowmobile Grant-In-Aid Program (GIA); and

WHEREAS, the Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation; and

WHEREAS, the State of Minnesota offers financial and technical assistance to the County for the construction and maintenance of approved trails; and

NOW, THEREFORE, IT IS AGREED between the parties hereto that:

1. The trail that is the subject of this Agreement shall be located in Houston County.
2. The County Finance Department shall serve as the fiscal agent on behalf of the County.
3. The County shall apply to the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules, and regulations governing such assistance through the GIA program.
4. The Club shall enter into necessary agreements for the acquisition of the necessary interests in land and the subsequent construction and maintenance of the trail. The Club shall provide the County with proof of the acquisition of the necessary interests in lands on the trail. The Club shall acquire land in fee, easement, lease, permit, or other authorization for said trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the trail, the Club shall obtain from the owner of said parcel, a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A.
5. The Club shall construct the trail, provide adequate maintenance, keep the trail reasonably safe for public use and provide such other maintenance or modifications as may be required by the State of Minnesota and the Minnesota DNR. The Club agrees to be solely responsible for the aforementioned obligations, and the parties agree that the

County shall have no responsibility, duty, or liability for those obligations. Any work in connection with the trail shall be in accordance with the terms and conditions of the Snowmobile Grant-In-Aid contract and Minnesota DOT Limited Use Permit agreements between the State agencies and the County, and such terms and conditions shall be incorporated by reference into this Agreement and any subsequent contracts between the County and the Club, or between the parties hereto and others.

6. Any and all claims that arise or may arise against the Club, its agents, servants, volunteers, or employees as a consequence of any act or omission on the part of the Club or its agents, servants, volunteers, or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the County. The Club shall indemnify, hold harmless and defend the County, its commissioners, elected officials, officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of any Limited Use Permit agreement executed by the Minnesota DOT and Houston County where such loss is based on the Indemnity provisions of said agreement and not on County's own negligence, or arising out of or by reason of any act or omission of the Club, its agents, servants, volunteers, or employees, in the execution, performance, or failure to adequately perform the Club's obligations pursuant to this Contract.

7. The Club further agrees that in order to protect itself as well as the County under the indemnity agreement provision hereinabove set forth, they will at all times during the term of the Agreement have and keep in force liability insurance amounts at least equal to the maximum liability limits set forth in Minn. Stat. 466.04, Subd. 1:

a. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$500,000.00 for property damage arising from one occurrence, \$1,000,000.00 for total bodily or personal injuries or death and/or damages arising from one occurrence. The County shall be named as an additional insured on such policy.

b. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$500,000.00 per accident for property damage, \$500,000.00 for bodily injuries and/or damages to any one person, and \$1,000,000.00 for total bodily injuries and/or damages arising from any one accident. The County shall be named as an additional insured on such policy.

c. Workers' Compensation - It is hereby understood and agreed that any and all employees or volunteers of the Club shall not be considered employees of the County, and that any and all claims that may or may not arise under the Workers' Compensation Act of the State of Minnesota on behalf of said employees or volunteers while so engaged, and any and all claims made by any third parties as the consequences of any act or omission on the part of said employees while so engaged on any of the work or services to be rendered within the terms of this Agreement, shall in no way be the obligation or responsibility of the County.

d. The County may withhold payment for failure of the Club to furnish certificates of insurance as required above.

e. In the event that claims or lawsuits shall arise jointly against the Club and the County, and the County elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the County.

f. If the Club receives a cancellation notice from its insurance carrier, the Club agrees to notify the County within five business days with a copy of the cancellation notice.

8. The County expects to receive financial assistance from the State of Minnesota in an amount not to exceed \$ [REDACTED]. This amount will not exceed the actual amount of the Snowmobile FY 2026 Maintenance and Grooming Grant Agreement, which may include supplemental funding. The County expects to receive said funds upon the Club's satisfactory completion of the four benchmarks specified by the Minnesota Snowmobile Trails Assistance Program, Maintenance and Grooming Manual, the standards of which are incorporated herein by reference and as set forth in the County's Minnesota Snowmobile Trails Assistance Program, Snowmobile FY 2026, Maintenance and Grooming Grant Agreement. The County hereby agrees to reimburse the Club any monies received from the State of Minnesota based upon the Club completing the necessary benchmarks, with the Club absorbing or otherwise satisfying the remainder of the cost. In the event that the financial assistance from the State of Minnesota changes in amount or percentage, the obligation of the County to reimburse the Club will change accordingly. Due to variability in revenues to the snowmobile account, in FY 2026, the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.

9. The County may receive additional funding if the Club qualifies for additional financial funding approved by the State of Minnesota. The County hereby agrees to reimburse the Club any monies received from the State of Minnesota.

10. At least annually, the Club will submit to the County records and documents adequately showing the actual, total cost incurred for any work on the trail.

11. The County shall not be liable for such costs as are incurred by the Club because state funds are depleted or reduced or in any way modified.

12. The Club will operate as an independent contractor. The County and the State of Minnesota shall not have any responsibility or liability for workers' compensation, other employee benefits or claims of negligence, or other wrongdoing on the part of the Club brought by third parties.

13. The Club shall maintain books, records, documents, and other evidence relevant to this Agreement and in such detail that will accurately reflect the benchmarks that have been reached in this program and that have received payment. The Club shall use generally accepted accounting principles, and these records shall be retained for six (6) years after this Agreement terminates. The County, State, its representative or the legislative auditor shall have the right to examine this evidence, and the Club shall make them available at the office at all reasonable times during the record retention period. Records shall be sufficient, as defined in the Minnesota Snowmobile Trails Assistance Program, to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this Agreement.

14. This Agreement may be terminated by the County in the event of a default by the Club; the legislature appropriates insufficient monies for the program; or the abandonment of the trail. Further, this Agreement may be terminated, with or without cause, upon thirty (30) days' written notice by either of the parties hereto.

15. Assignment or Modification - The Club may not assign any of its rights or obligations under this Agreement without the prior written consent of the County. No change or modification of the terms or provisions of this Agreement shall be binding unless such change or modification is in writing and signed by the parties to this Agreement.

16. Invasive Species Prevention

16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work. The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Club shall prevent invasive species from entering into or spreading within the Trail by ensuring the cleaning of equipment prior to arriving at the Trail site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Club's contractors shall make every effort to

schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control. Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

TERRESTRIAL WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

AQUATIC WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. If the project site includes a water body, the grantee shall clean equipment and clothing as noted above, prior to entering and leaving the water body. Prior to leaving the water body, drain water from all equipment, tanks or water retaining components of boats (motors, live well and bilge). Immediately after leaving the water body, drain water from transom wells onto dry land.

16.2 Cleaning and disposal of material cleaned.

If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's

Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite

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

18. Governing Law, Jurisdiction, and Venue - Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Houston County, Minnesota.

19. Authorized Representative – The County’s Authorized Representative is Houston County Finance Department, or his/her successor. The Houston County Finance Department may delegate authority to the County Highway Engineer and/or County Auditor-Treasurer to monitor the Club’s performance and accept services provided under the grant contract. If the services are satisfactory, the County’s Authorized Representative or one of the delegated individuals will certify acceptance on each invoice submitted for payment. A list of the Trail Area Supervisors can be found on the program webpage:

(<https://files.dnr.state.mn.us/assistance/grants/recreation/gia-pat-contacts.pdf>)

20. The Agreement shall be effective from November 15, 2025, and shall expire on June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever is sooner.

HOUSTON COUNTY

Dated: _____

County Board Chair

Dated: _____

County Administrator

VIKING RIDGE RIDERS INC. SNOWMOBILE CLUB

Dated: 7-28-2025



Dan Engrav

Dated: 7-28-2025



Aaron Kraus

**HOUSTON COUNTY and
LA CRESCENT SNOWMOBILE CLUB INC
TRAIL AGREEMENT**

This Agreement is made on the ____ day of _____, 2025, between County of Houston, hereafter referred to as "County", and the La Crescent Snowmobile Club Inc., as an individual "Club".

WHEREAS, the County desires to establish and maintain public snowmobile trails in furtherance of its public recreation program using funds through the Minnesota DNR Snowmobile Grant-In-Aid Program (GIA); and

WHEREAS, the Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation; and

WHEREAS, the State of Minnesota offers financial and technical assistance to the County for the construction and maintenance of approved trails; and

NOW, THEREFORE, IT IS AGREED between the parties hereto that:

1. The trail that is the subject of this Agreement shall be located in Houston County.
2. The County Finance Department shall serve as the fiscal agent on behalf of the County.
3. The County shall apply to the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules, and regulations governing such assistance through the GIA program.
4. The Club shall enter into necessary agreements for the acquisition of the necessary interests in land and the subsequent construction and maintenance of the trail. The Club shall provide the County with proof of the acquisition of the necessary interests in lands on the trail. The Club shall acquire land in fee, easement, lease, permit, or other authorization for said trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the trail, the Club shall obtain from the owner of said parcel, a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A.
5. The Club shall construct the trail, provide adequate maintenance, keep the trail reasonably safe for public use and provide such other maintenance or modifications as may be required by the State of Minnesota and the Minnesota DNR. The Club agrees to be solely responsible for the aforementioned obligations, and the parties agree that the

County shall have no responsibility, duty, or liability for those obligations. Any work in connection with the trail shall be in accordance with the terms and conditions of the Snowmobile Grant-In-Aid contract and Minnesota DOT Limited Use Permit agreements between the State agencies and the County, and such terms and conditions shall be incorporated by reference into this Agreement and any subsequent contracts between the County and the Club, or between the parties hereto and others.

6. Any and all claims that arise or may arise against the Club, its agents, servants, volunteers, or employees as a consequence of any act or omission on the part of the Club or its agents, servants, volunteers, or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the County. The Club shall indemnify, hold harmless and defend the County, its commissioners, elected officials, officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of any Limited Use Permit agreement executed by the Minnesota DOT and Houston County where such loss is based on the Indemnity provisions of said agreement and not on County's own negligence, or arising out of or by reason of any act or omission of the Club, its agents, servants, volunteers, or employees, in the execution, performance, or failure to adequately perform the Club's obligations pursuant to this Contract.

7. The Club further agrees that in order to protect itself as well as the County under the indemnity agreement provision hereinabove set forth, they will at all times during the term of the Agreement have and keep in force liability insurance amounts at least equal to the maximum liability limits set forth in Minn. Stat. 466.04, Subd. 1:

a. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$500,000.00 for property damage arising from one occurrence, \$1,000,000.00 for total bodily or personal injuries or death and/or damages arising from one occurrence. The County shall be named as an additional insured on such policy.

b. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$500,000.00 per accident for property damage, \$500,000.00 for bodily injuries and/or damages to any one person, and \$1,000,000.00 for total bodily injuries and/or damages arising from any one accident. The County shall be named as an additional insured on such policy.

c. Workers' Compensation - It is hereby understood and agreed that any and all employees or volunteers of the Club shall not be considered employees of the County, and that any and all claims that may or may not arise under the Workers' Compensation Act of the State of Minnesota on behalf of said employees or volunteers while so engaged, and any and all claims made by any third parties as the consequences of any act or omission on the part of said employees while so engaged on any of the work or services to be rendered within the terms of this Agreement, shall in no way be the obligation or responsibility of the County.

d. The County may withhold payment for failure of the Club to furnish certificates of insurance as required above.

e. In the event that claims or lawsuits shall arise jointly against the Club and the County, and the County elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the County.

f. If the Club receives a cancellation notice from its insurance carrier, the Club agrees to notify the County within five business days with a copy of the cancellation notice.

8. The County expects to receive financial assistance from the State of Minnesota in an amount not to exceed §. This amount will not exceed the actual amount of the Snowmobile FY 2026 Maintenance and Grooming Grant Agreement, which may include supplemental funding. The County expects to receive said funds upon the Club's satisfactory completion of the four benchmarks specified by the Minnesota Snowmobile Trails Assistance Program, Maintenance and Grooming Manual, the standards of which are incorporated herein by reference and as set forth in the County's Minnesota Snowmobile Trails Assistance Program, Snowmobile FY 2026, Maintenance and Grooming Grant Agreement. The County hereby agrees to reimburse the Club any monies received from the State of Minnesota based upon the Club completing the necessary benchmarks, with the Club absorbing or otherwise satisfying the remainder of the cost. In the event that the financial assistance from the State of Minnesota changes in amount or percentage, the obligation of the County to reimburse the Club will change accordingly. Due to variability in revenues to the snowmobile account, in FY 2026, the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.

9. The County may receive additional funding if the Club qualifies for additional financial funding approved by the State of Minnesota. The County hereby agrees to reimburse the Club any monies received from the State of Minnesota.

10. At least annually, the Club will submit to the County records and documents adequately showing the actual, total cost incurred for any work on the trail.

11. The County shall not be liable for such costs as are incurred by the Club because state funds are depleted or reduced or in any way modified.

12. The Club will operate as an independent contractor. The County and the State of Minnesota shall not have any responsibility or liability for workers' compensation, other employee benefits or claims of negligence, or other wrongdoing on the part of the Club brought by third parties.

13. The Club shall maintain books, records, documents, and other evidence relevant to this Agreement and in such detail that will accurately reflect the benchmarks that have been reached in this program and that have received payment. The Club shall use generally accepted accounting principles, and these records shall be retained for six (6) years after this Agreement terminates. The County, State, its representative or the legislative auditor shall have the right to examine this evidence, and the Club shall make them available at the office at all reasonable times during the record retention period. Records shall be sufficient, as defined in the Minnesota Snowmobile Trails Assistance Program, to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this Agreement.

14. This Agreement may be terminated by the County in the event of a default by the Club; the legislature appropriates insufficient monies for the program; or the abandonment of the trail. Further, this Agreement may be terminated, with or without cause, upon thirty (30) days' written notice by either of the parties hereto.

15. Assignment or Modification - The Club may not assign any of its rights or obligations under this Agreement without the prior written consent of the County. No change or modification of the terms or provisions of this Agreement shall be binding unless such change or modification is in writing and signed by the parties to this Agreement.

16. Invasive Species Prevention

16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work. The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Club shall prevent invasive species from entering into or spreading within the Trail by ensuring the cleaning of equipment prior to arriving at the Trail site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Club's contractors shall make every effort to

schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control. Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

TERRESTRIAL WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

AQUATIC WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. If the project site includes a water body, the grantee shall clean equipment and clothing as noted above, prior to entering and leaving the water body. Prior to leaving the water body, drain water from all equipment, tanks or water retaining components of boats (motors, live well and bilge). Immediately after leaving the water body, drain water from transom wells onto dry land.

16.2 Cleaning and disposal of material cleaned.

If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's

Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite

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

18. Governing Law, Jurisdiction, and Venue - Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Houston County, Minnesota.

19. Authorized Representative – The County’s Authorized Representative is Houston County Finance Department, or his/her successor. The Houston County Finance Department may delegate authority to the County Highway Engineer and/or County Auditor-Treasurer to monitor the Club’s performance and accept services provided under the grant contract. If the services are satisfactory, the County's Authorized Representative or one of the delegated individuals will certify acceptance on each invoice submitted for payment. A list of the Trail Area Supervisors can be found on the program webpage:

<https://files.dnr.state.mn.us/assistance/grants/recreation/gia-pat-contacts.pdf>

20. The Agreement shall be effective from November 15, 2025, and shall expire on June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever is sooner.

HOUSTON COUNTY

LA CRESCENT SNOWMOBILE CLUB INC.

Dated: _____

Dated: _____

County Board Chair

Dated: _____

County Administrator

*****SIGNED COPY AVAILABLE IN AUDITORS OFFICE*****

**HOUSTON COUNTY and
HOUSTON-MONEY CREEK SNOWRIDERS SNOWMOBILE CLUB
TRAIL AGREEMENT**

This Agreement is made on the ____ day of _____, 2025, between County of Houston, hereafter referred to as "County", and the Houston-Money Creek Snowriders Snowmobile Club, as an individual "Club".

WHEREAS, the County desires to establish and maintain public snowmobile trails in furtherance of its public recreation program using funds through the Minnesota DNR Snowmobile Grant-In-Aid Program (GIA); and

WHEREAS, the Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation; and

WHEREAS, the State of Minnesota offers financial and technical assistance to the County for the construction and maintenance of approved trails; and

NOW, THEREFORE, IT IS AGREED between the parties hereto that:

1. The trail that is the subject of this Agreement shall be located in Houston County.
2. The County Finance Department shall serve as the fiscal agent on behalf of the County.
3. The County shall apply to the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules, and regulations governing such assistance through the GIA program.
4. The Club shall enter into necessary agreements for the acquisition of the necessary interests in land and the subsequent construction and maintenance of the trail. The Club shall provide the County with proof of the acquisition of the necessary interests in lands on the trail. The Club shall acquire land in fee, easement, lease, permit, or other authorization for said trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the trail, the Club shall obtain from the owner of said parcel, a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A.
5. The Club shall construct the trail, provide adequate maintenance, keep the trail reasonably safe for public use and provide such other maintenance or modifications as may be required by the State of Minnesota and the Minnesota DNR. The Club agrees to be solely responsible for the aforementioned obligations, and the parties agree that the

County shall have no responsibility, duty, or liability for those obligations. Any work in connection with the trail shall be in accordance with the terms and conditions of the Snowmobile Grant-In-Aid contract and Minnesota DOT Limited Use Permit agreements between the State agencies and the County, and such terms and conditions shall be incorporated by reference into this Agreement and any subsequent contracts between the County and the Club, or between the parties hereto and others.

6. Any and all claims that arise or may arise against the Club, its agents, servants, volunteers, or employees as a consequence of any act or omission on the part of the Club or its agents, servants, volunteers, or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the County. The Club shall indemnify, hold harmless and defend the County, its commissioners, elected officials, officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of any Limited Use Permit agreement executed by the Minnesota DOT and Houston County where such loss is based on the Indemnity provisions of said agreement and not on County's own negligence, or arising out of or by reason of any act or omission of the Club, its agents, servants, volunteers, or employees, in the execution, performance, or failure to adequately perform the Club's obligations pursuant to this Contract.

7. The Club further agrees that in order to protect itself as well as the County under the indemnity agreement provision hereinabove set forth, they will at all times during the term of the Agreement have and keep in force liability insurance amounts at least equal to the maximum liability limits set forth in Minn. Stat. 466.04, Subd. 1:

a. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$500,000.00 for property damage arising from one occurrence, \$1,000,000.00 for total bodily or personal injuries or death and/or damages arising from one occurrence. The County shall be named as an additional insured on such policy.

b. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$500,000.00 per accident for property damage, \$500,000.00 for bodily injuries and/or damages to any one person, and \$1,000,000.00 for total bodily injuries and/or damages arising from any one accident. The County shall be named as an additional insured on such policy.

c. Workers' Compensation - It is hereby understood and agreed that any and all employees or volunteers of the Club shall not be considered employees of the County, and that any and all claims that may or may not arise under the Workers' Compensation Act of the State of Minnesota on behalf of said employees or volunteers while so engaged, and any and all claims made by any third parties as the consequences of any act or omission on the part of said employees while so engaged on any of the work or services to be rendered within the terms of this Agreement, shall in no way be the obligation or responsibility of the County.

d. The County may withhold payment for failure of the Club to furnish certificates of insurance as required above.

e. In the event that claims or lawsuits shall arise jointly against the Club and the County, and the County elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the County.

f. If the Club receives a cancellation notice from its insurance carrier, the Club agrees to notify the County within five business days with a copy of the cancellation notice.

8. The County expects to receive financial assistance from the State of Minnesota in an amount not to exceed \$ [REDACTED]. This amount will not exceed the actual amount of the Snowmobile FY 2026 Maintenance and Grooming Grant Agreement, which may include supplemental funding. The County expects to receive said funds upon the Club's satisfactory completion of the four benchmarks specified by the Minnesota Snowmobile Trails Assistance Program, Maintenance and Grooming Manual, the standards of which are incorporated herein by reference and as set forth in the County's Minnesota Snowmobile Trails Assistance Program, Snowmobile FY 2026, Maintenance and Grooming Grant Agreement. The County hereby agrees to reimburse the Club any monies received from the State of Minnesota based upon the Club completing the necessary benchmarks, with the Club absorbing or otherwise satisfying the remainder of the cost. In the event that the financial assistance from the State of Minnesota changes in amount or percentage, the obligation of the County to reimburse the Club will change accordingly. Due to variability in revenues to the snowmobile account, in FY 2026, the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.

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14. This Agreement may be terminated by the County in the event of a default by the Club; the legislature appropriates insufficient monies for the program; or the abandonment of the trail. Further, this Agreement may be terminated, with or without cause, upon thirty (30) days' written notice by either of the parties hereto.

15. Assignment or Modification - The Club may not assign any of its rights or obligations under this Agreement without the prior written consent of the County. No change or modification of the terms or provisions of this Agreement shall be binding unless such change or modification is in writing and signed by the parties to this Agreement.

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schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control. Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at

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TERRESTRIAL WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

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16.2 Cleaning and disposal of material cleaned.

If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's

Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite

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

18. Governing Law, Jurisdiction, and Venue - Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Houston County, Minnesota.

19. Authorized Representative – The County’s Authorized Representative is Houston County Finance Department, or his/her successor. The Houston County Finance Department may delegate authority to the County Highway Engineer and/or County Auditor-Treasurer to monitor the Club’s performance and accept services provided under the grant contract. If the services are satisfactory, the County’s Authorized Representative or one of the delegated individuals will certify acceptance on each invoice submitted for payment. A list of the Trail Area Supervisors can be found on the program webpage:

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20. The Agreement shall be effective from November 15, 2025, and shall expire on June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever is sooner.

HOUSTON COUNTY

**HOUSTON-MONEY CREEK SNOWRIDERS
SNOWMOBILE CLUB**

Dated: _____

Dated: _____

County Board Chair

Dated: _____

County Administrator

*****SIGNED COPY AVAILABLE IN AUDITORS OFFICE*****

**HOUSTON COUNTY
AGENDA REQUEST FORM
August 5, 2025**

**Date Submitted: 07.30.25
By: Polly Heberlein – Auditor-Treasurer**

Action Item:

Requesting approval of the MnDOT ‘Snowmobile Trail - Nighttime Two Way Use’ Limited Use Permit. The LUP includes Resolution #25-XX and has an expiration date of 11/1/2027.

Note: This LUP will only be submitted to the DOT when all snowmobile clubs have provided the County their signed Trail Agreement and insurance documentation.

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

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 2803 (T.H. 44)
C.S. 2804 (T.H. 44)
C.S. 2802 (T.H. 26)
C.S. 2806 (T.H. 76)
C.S. 2801 (T.H. 16)
C.S. 2807 (T.H. 76)
County of Houston
LUP # 2802-0057 Permittee:
County of Houston Expiration
Date: 11/01/2027

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to County of Houston, ("Permittee"), to use the area within the right of way of Trunk Highway No. 44, 16, 76, 26 as shown in yellow on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Snowmobile Trail - Nighttime, Two Way Use

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a snowmobile trail ("Facility")...Nighttime two-way use is authorized in the opinion of the Minnesota Department of Transportation District Traffic Engineer, DNR Enforcement Office and District State Patrol Office. It has been deemed safer to use only one side of the road for two way snowmobile traffic. This decision averts the need for trail users driving in the opposite direction to cross the road twice to avoid oncoming snowmobile trail traffic. This LUP is unique to other trail permits. The definition and operation of snowmobiles shall be in accordance with Minnesota Statutes §84.81 and §84.87. Approved signs must be in accordance with Minnesota Rules for the Department of Natural Resources §6100.5300 and §6102.0060 and also in accordance with "Minnesota Snowmobile Safety, Laws, Rules and Regulations".

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. **TERM.** This LUP terminates at 11:59PM on 11/01/2027 (“Expiration Date”) subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
 - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
 - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including

attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.

12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

13. **NOTICES.** All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Auditor

Houston County Courthouse

304 S. Marshall

Caledonia, MN 55921

and to MnDOT at:

State of Minnesota

Department of Transportation

District 6 Right of Way

2900 48th Street NW

Rochester, MN 55901-5848

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. **INDEMNIFICATION AND RELEASE.** Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation, employees, and any successors and assigns of the foregoing, from and against:

(a) all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring in connection with Permittee's construction, maintenance and operation of the snowmobile Area or Facility, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;

(b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;

(c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;

(d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and

(e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT
OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

COUNTY OF HOUSTON

By _____
Its Chairman of the County Board

And _____
Administrator

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.





Richard J Dorner Memorial Hardwood State Forest

Winnabag
Township

County Road 23

Dog Squaw Rd

County 2

Main St

Wilminton

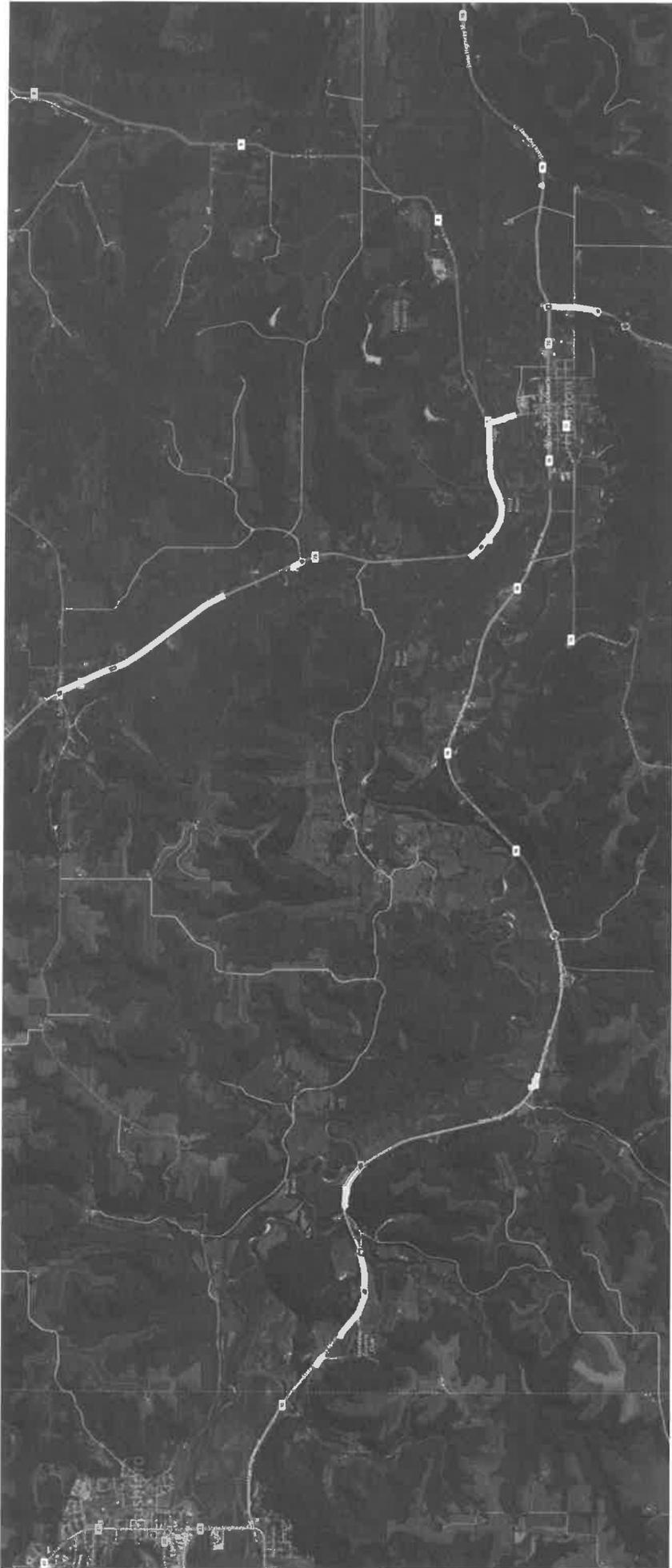
76

State Highway 76

Wilmington

76





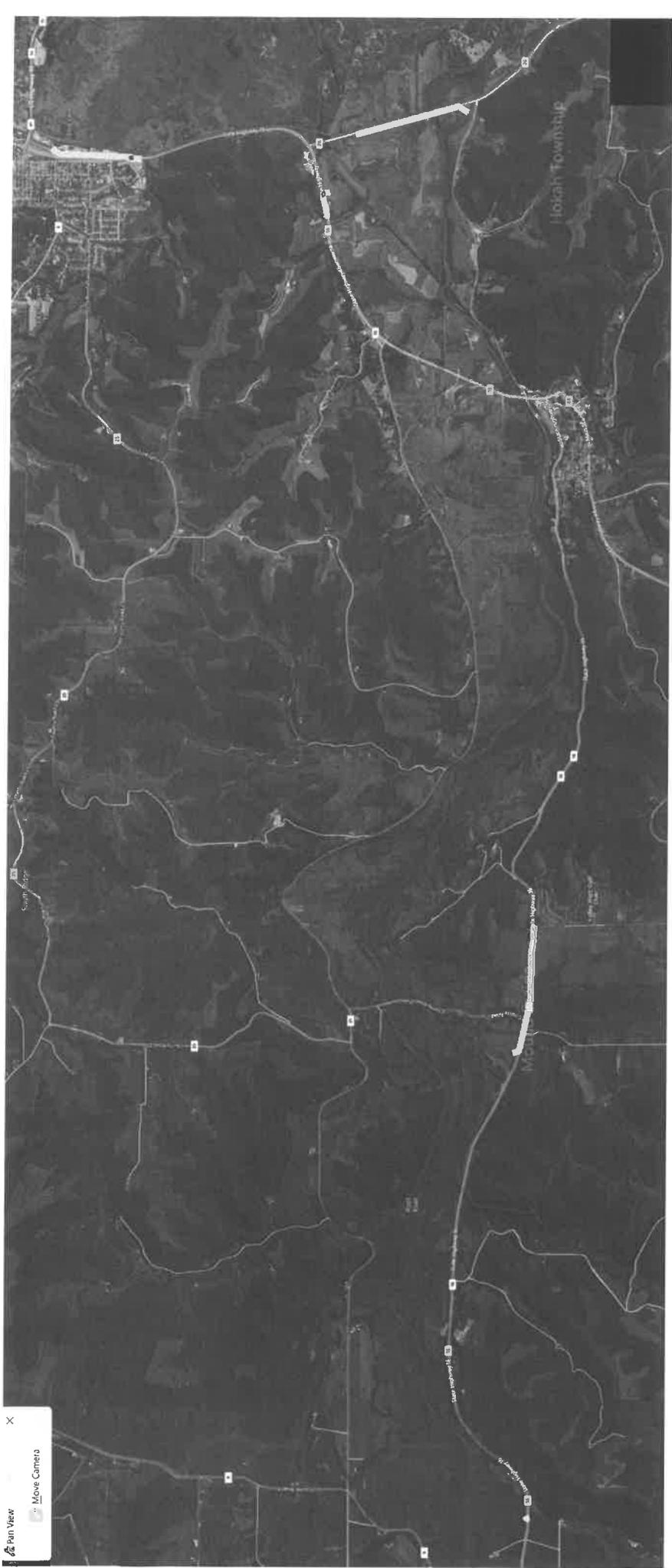


EXHIBIT B

SNOWMOBILE TRAIL - NIGHTTIME TWO WAY USE L.U.P.

RESOLUTION 25-22

IT IS RESOLVED that the County of Houston enter into Limited Use Permit No. 2802-0057 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the County of Houston upon, along and adjacent to Trunk Highway No. 44, 16, 76 and 26 the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED that the Houston County Board of Commissioners does hereby approve said Limited Use Permit and authorizes and directs the County Board Chairperson to execute, on behalf of County of Houston, the aforesaid Limited Use Permit and its amendments.

NOW THEREFORE BE IT RESOLVED BY THE COUNTY OF HOUSTON AS FOLLOWS; that the Board Chairperson and the Houston County Board of Commissioners enter into Limited Use Permit No. 2802-0057 with the State of Minnesota, Department of Transportation for the following purposes: Snowmobile Trail Nighttime Two Way Use.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Houston County Board of Commissioners at an authorized meeting held on the 5th day of August, 2025, as shown by the minutes of the meeting in my possession.

Houston County Interim Administrator

(Seal)

C.S. 2803 (T.H. 44)
C.S. 2804 (T.H. 44)
C.S. 2802 (T.H. 26)
C.S. 2806 (T.H. 76)
C.S. 2801 (T.H. 16)
C.S. 2807 (T.H. 76)
LUP # 2802-0057

**HOUSTON COUNTY
AGENDA REQUEST FORM
August 5, 2025**

Date Submitted: 07.30.25

By: Polly Heberlein – Auditor-Treasurer

Action Item:

Requesting approval of the Houston County Snowmobile Club Resolutions authorizing County Sponsorship for the financial and technical assistance from the Department of Natural Resources (DNR) in accordance with laws, rules and regulations governing said assistance for the 2025-2026 snowmobile season.

- 1) Approve Resolution No. 25-13 La Crescent Snowmobile Trail
- 2) Approve Resolution No. 25-14 Gopherland Snowmobile Trail
- 3) Approve Resolution No. 25-15 Houston Money Creek Snowmobile Trail
- 4) Approve Resolution No. 25-16 Viking Ridge Riders Snowmobile Trail

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

RESOLUTION NO. 25-13

LA CRESCENT SNOWMOBILE CLUB GRANT RESOLUTION

August 5, 2025

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of La Crescent Snowmobile Club Inc. and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the La Crescent Snowmobile Club Inc. agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota is authorized to enter into an agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the La Crescent Snowmobile Club Inc. for the 2025-2026 snowmobile season.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Carol Lapham, Houston County Interim Administrator, do hereby 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 August 5, 2025.

WITNESS my hand and the seal of my office this 5th day of August, 2025.

Carol Lapham, Houston County Interim Administrator

RESOLUTION NO. 25-14

CALEDONIA SNO-GOPHERS SNOWMOBILE CLUB GRANT RESOLUTION

August 5, 2025

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of Caledonia Sno-Gophers Snowmobile Club and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Caledonia Sno-Gophers Snowmobile Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota is authorized to enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Caledonia Sno-Gophers Snowmobile Club for the 2025-2026 snowmobile season.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Carol Lapham, Houston County Interim Administrator, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a session dated August 5, 2025.

WITNESS my hand and the seal of my office this 5th day of August, 2025.

Carol Lapham, Houston County Interim Administrator

RESOLUTION NO. 25-15

HOUSTON-MONEY CREEK SNOWMOBILE CLUB GRANT RESOLUTION

August 5, 2025

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of Houston-Money Creek Snowriders Snowmobile Club and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Houston-Money Creek Snowriders Snowmobile Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota is authorized to enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Houston-Money Creek Snowriders Snowmobile Club for the 2025-2026 snowmobile season.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Carol Lapham, Houston County Interim Administrator, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a session dated August 5, 2025

WITNESS my hand and the seal of my office this 5th day of August, 2025.

Carol Lapham, Houston County Interim Administrator

RESOLUTION NO. 25-16

VIKING RIDGE RIDERS SNOWMOBILE CLUB GRANT RESOLUTION

August 5, 2025

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of Viking Ridge Riders, Incorporated Snowmobile Club and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Viking Ridge Riders Incorporated Snowmobile Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota is authorized to enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Viking Ridge Riders Incorporated Snowmobile Club for the 2025-2026 snowmobile season.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Carol Lapham, Houston County Interim Administrator, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a session dated August 5, 2025.

WITNESS my hand and the seal of my office this 5th day of August, 2025.

Carol Lapham, Houston County Interim Administrator

**HOUSTON COUNTY
AGENDA REQUEST FORM
August 5, 2025**

Date Submitted: 7/31/2025

By: Mark Olson, Emergency Management Director

ACTION REQUEST:

- **Requesting the board approve a resolution declaring a state of emergency for conditions resulting from the severe thunderstorm event of July 29, 2025.**

CONSENT AGENDA REQUEST:

NONE

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

Resolution Declaring a State of Emergency

Resolution # 25-23

WHEREAS the severe thunderstorm event impacted the population of Houston County and its cities, townships, public utilities, and electric cooperatives; and

WHEREAS the severe thunderstorm event has caused a significant amount of debris, roadway damage, and power distribution system damage; and

WHEREAS the Houston County Department of Emergency Management requests the Houston County Board of Commissioners to declare Houston County in a STATE OF EMERGENCY for the July 29 event of 2025;

NOW, THEREFORE, BE IT RESOLVED, that the Houston County Board of Commissioners declares Houston County in a State of Emergency for conditions resulting from the severe thunderstorm event of July 29, 2025.

Adopted by the Houston County Board of Commissioners this 5th day of August, 2025.

ATTEST:

I, Carol Lapham, County Administrator - Interim, hereby attest that the foregoing resolution was duly adopted by the Houston County Board of Commissioners on the 5th day of August, 2025.

Houston County Administrator - Interim

Houston County Agenda Request Form

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

Date Submitted: 31-Jul-25

Person requesting appointment with County Board: Amelia Meiners

Issue:

Approval/Denial of the following: 1) Skyline Materials LTD - Conditional Use Permit to expand a quarry for mineral extraction in the Agricultural Protection District in Spring Grove Township. 2) G&K Development L.C. - Conditional Use Permit to expand a quarry for mineral extraction in the Agricultural Protection District in Spring Grove Township. 3) Mathy Construction Company - Interim Use Permit for a temporary bituminous plant in the Agricultural Protection District in Mayville Township. 4) Seth Brown and Dorian Keenan - Interim Use Permit to operate a cannabis microbusiness in the Agricultural Protection District in Houston Township.

(PC meeting was on 7-31-2025.)

Justification:

Action Requested:

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

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

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

7:05 pm

Seth Brown & Dorian Keenan – Houston Township

Interim Use Permit to operate a cannabis microbusiness in the Agricultural Protection District (Section 14-14.4 Subd. 1 Subs. 15 and Section 3.2.9 of the Cannabis Ordinance).

OTHER BUSINESS:

General discussion on chicken and livestock ordinance for the residential district.

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by G-Cubed, on behalf of Skyline Materials Ltd., 900 Montgomery St, PO Box 127, Decorah, IA 52101, for a Conditional Use Permit to expand a quarry for mineral extraction in the Agricultural Protection District (Section 14 – 14.3 Conditional Uses, Subdivision 1, Subsection 19 and Section 27 – 27.6) in Spring Grove Township on the following premises, to wit:

PT SE1/4 SE1/4 of Section 17 & SW1/4 SW1/4 of Section 16, Township 101, Range 7, Houston County, Minnesota. (Parcels #13.0210.001, 13.0211.000, 13.0217.000, 13.0218.000)

Said applicant standing and making application is as fee owner of said described lands.

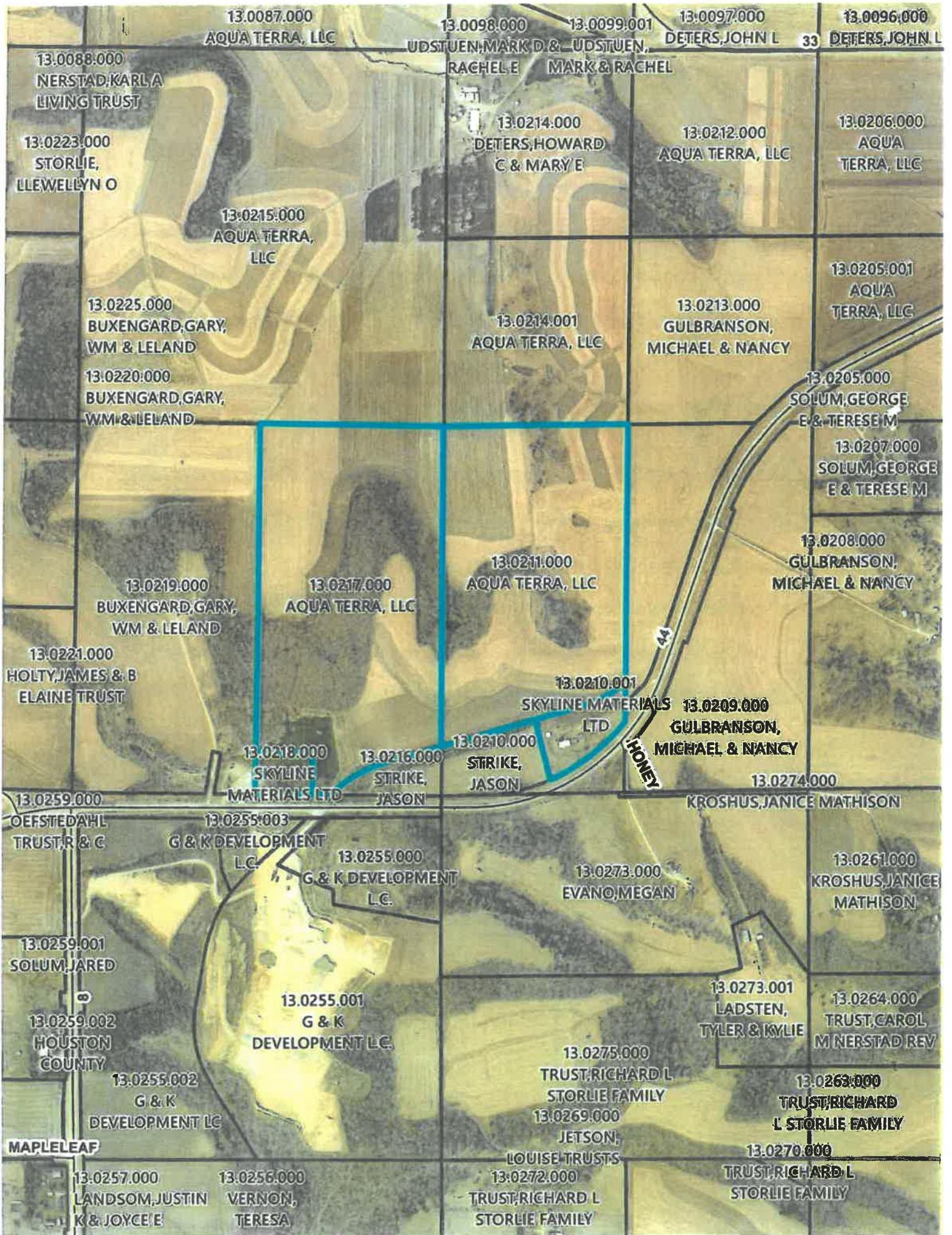
A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 6:05 p.m. on Thursday, July 31, 2025.

All persons having an interest in the matter may attend the hearing or submit comments relative to the granting or denying of said application. Comments should be mailed to the Environmental Services Dept., 304 South Marshall Street – Room 209, Caledonia, MN 55921, or emailed to amelia.meiners@co.houston.mn.us, and must be received by Tuesday, July 22, 2025 to be included for review prior to the hearing. All comments are considered public record.

HOUSTON COUNTY PLANNING COMMISSION

By Amelia Meiners
Zoning Administrator

ADV: July 16, 2025





HOUSTON COUNTY ENVIRONMENTAL SERVICES

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



STAFF REPORT 6/16/2025

Application Date: 5/22/2025
Hearing Date: 7/31/2025
Petitioner: Skyline Materials LTD
Reviewer: Amelia Meiners
Zoning: Ag Protection
Address: 22302 State 44
Township: Spring Grove
Parcel Number: 130218000, 130217000, 130211000 & 130210001
Submitted Materials: CUP Application, Supplemental Information

OVERVIEW

REQUEST

The petitioners are requesting a conditional use permit (CUP) to expand the boundary of an existing legal, non-conforming rock quarry in Spring Grove Township to a total of 39 acres.

SUMMARY OF NOTEWORTHY TOPICS

The existing quarry on the north side of the road was present at the time zoning went into effect in 1967 as evidenced in the 1967 aerial image (Fig. 1). The land for the current request has been row cropped with the exception of the small parcel adjacent to TH 44 where a supper club was operated. The quarry footprint looks like it may have expanded slightly in the 80s or early 90s but has not changed significantly since that time. While it does impound water, a portion of the floor area does appear to have been used for stockpiling consistently throughout the years (see Figs 3-9).



Figure 1. 1967 imagery.

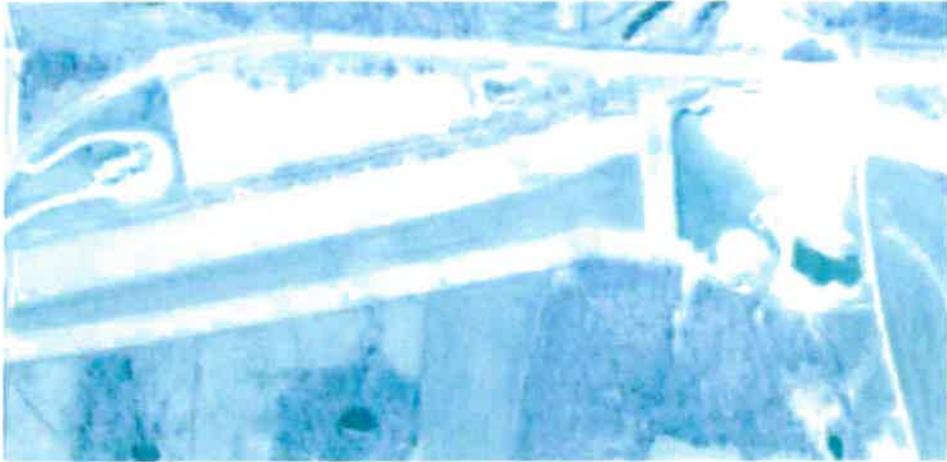


Figure 2. 1979 imagery.



Figure 3. 1988 imagery.



Figure 4. 1993 imagery.



Figure 5. 2000 imagery.



Figure 6. 2008 imagery.



Figure 7. 2017 imagery.



Figure 8. 2023 imagery.

There are two quarries, CUP# 468A for 29.45-acres and #468B for 23.98-acres, permitted south of TH 44. These are owned and operated by the same company but there is not a density limit for gravel, stone or other nonmetallic mineral mines. Those quarries are approaching the end of their lifetime and so there is a need to find a different resource. This permit will transfer the location of the current activity and will not result in increased pressures on the landscape. As evidenced in the minutes from a public hearing in 1976 (included in the packet), it has been the intent to expand this quarry for some time. There is a dwelling within 130 feet of the property line, but when the dwelling was permitted the landowner signed an affidavit releasing the County from any damages and the conditions in Fig. 9 were placed on the permit.

1. This permit is issued by the Houston County Zoning authority and accepted by the permittee with the specific understanding and upon the consideration and condition that permittee, for himself, his heirs, executors, successors, administrators and assigns, covenants not to sue and to hold the County of Houston, Minnesota, its Zoning authority and its agents harmless from all claims for damages which might otherwise be brought by permittee, or his said successors in title of the lands described in this permit, from any claims whatsoever arising out of the operation of the rock quarry on lands adjacent to the lands described in this permit and these covenants shall likewise extend to any cause or causes of action, the object of which is to prevent the normal expansion of the rock quarrying operations on lands adjacent to the lands described in this permit. The covenants hereinbefore expressed are solely between permittee and his successors as described, and the County of Houston and its agents.

2. As a condition of the granting of this permit, permittee agrees to have this permit together with all attachments recorded in the Register of Deeds Office in and for Houston County, Minnesota, and to pay any required fees therefor.

I, Henry W. Carlisle, do hereby agree to the above and other side of this permit.

Dated 7-8 1976

Henry W. Carlisle
Henry W. Carlisle

Figure 9. Back of conditional use permit No. 43 issued on July 8th, 1976.

The Zoning Ordinance (1973) in effect at that time did not require a setback to dwellings. It does not appear that a setback was required until the next update in 1982. Our current ordinance requires new dwellings meet a 1,000 foot setback to existing mines (Houston County Zoning Ordinance 27.8 Subd. 7 (7)).

Below are relevant sections of the Houston County Zoning Ordinance (HCZO). These are just key sections that may answer the most anticipated questions but please reference Section 27 for all requirements. The supplemental information submitted by the applicant provides responses to each ordinance item as well.

14.3 CONDITIONAL USES

Subdivision 1. Conditional Uses. *In the Agricultural Protection District, the following uses may be allowed only after obtaining a Conditional Use Permit in accordance with the provision of this Ordinance.*

(19) Mineral Extraction. Quarrying operations, sand and gravel extraction, other mineral or material excavation activities as regulated in Section 27 of this Ordinance.

SECTION 27 - MINERAL EXTRACTION

27.1 PURPOSE

The purpose of this Section is to ensure extraction of minerals is done in accordance with the Houston County Comprehensive Land Use Plan, to minimize land use conflicts and potential nuisance caused by mining operations, and to provide for the reclamation of land disturbed by mining in order to encourage productive use thereof, including, but not limited to the following:

Subdivision 1. Agricultural Purposes. *The seeding of grasses and legumes for grazing purposes, and the planting of crops for harvest.*

Subdivision 2. Commercial and Industrial Purposes. *The establishment of commercial and industrial development sites in commercial and industrial zoning districts.*

Subdivision 3. Natural Resources Purposes. *The planting of forests, the enhancement of wildlife and aquatic resources, and the conservation of natural resources.*

Subdivision 4. Health, Safety and General Welfare. *The preservation of the natural beauty and aesthetic values of the County; the establishment of recreational sites, and to provide for the health, safety and general welfare of the Citizens of the County.*

27.6 CONDITIONAL USE PERMIT REQUIRED

Except as allowed under Sections 27.4 or 27.5, no person, firm, or corporation shall hereafter engage in the mining and processing of sand, gravel, limestone or other minerals on any land within the County of Houston, located outside the boundaries of any city, village or incorporated town without first obtaining from the County a Conditional Use Permit as regulated by Section 6 of this Ordinance.

Subdivision 1. Application for Permit. *Any person, firm, or corporation desiring to commence or expand the mining and processing of sand, gravel, limestone or other minerals shall make written application for a Conditional Use Permit to the Zoning Administrator. Application for such permit shall be made upon a form furnished by the Zoning Administrator. The form shall contain the following items:*

- (1) Applicant's true name and address, and a statement that the applicant has the right to ownership or lease to mine and to reclaim that land described.*
- (2) An exact legal description of the tract, or tracts of land, and the number of acres to be mined by the applicant.*
- (3) An existing conditions map as described in Section 27.7 below.*
- (4) An operation plan and map, as described in Sections 27.8 and 27.9 below.*
- (5) A Reclamation plan and map as described in Section 27.10 below.*

(6) *A full and adequate description of all phases of the proposed operation to include an estimate of duration of the mining operation.*

(7) *An estimate of the depth of overburden to be removed from the ground surface to the material to be extracted.*

(8) *Any other information requested by the Planning Commission or governing body.*

Subdivision 7. Setback Requirements. *When more than one (1) setback standard applies, the most restrictive standard shall apply. Setback requirements in Subp. 1 & 2 are reciprocal. Mining operations shall not be conducted closer than:*

(1) **Prohibited in District.** *One hundred (100) feet to the boundary of any district where mining operations are not permitted.*

(2) **Residentially Zoned.** *Not closer than one thousand (1000) feet to the boundary of an adjoining property residentially zoned.*

(3) **Adjoining Property Line.** *Not closer than fifty (50) feet to the boundary of an adjoining property line, unless the written consent of the owner of such adjoining property is first secured and recorded with the County Recorder.*

(7) **Dwellings.** *New dwellings shall not be constructed within 1,000 feet of an existing mine boundary, unless the new dwelling replaces an existing dwelling that has been occupied for eight of the last ten years, or if the new dwelling replaces a dwelling destroyed by natural disaster.*

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Notice was sent to Spring Grove Township and the ten closest property owners. One comment was received.

SITE CHARACTERISTICS

This parcel is in Spring Grove Township between Mabel and Spring Grove, a quarter mile east of the intersection of CSAH 8 and TH 44, on the north side of TH 44.

The existing quarry floor is mapped as a wetland but is considered an incidental wetland. There is a known groundwater level at 1236 feet, and the plan identifies they will stay above that elevation. The closest DNR mapped intermittent stream is 1,760 feet to the northeast of the existing boundary but will be approximately 400 feet from the proposed boundary. There is another intermittent stream approximately 900 feet south of the proposed boundary.

There is no floodplain or shoreland in the vicinity so those overlay district requirements are not applicable.

There are three dwellings and therefore wells within a quarter mile of this proposal in addition to three wells on property owned by the applicants. One well at 22322 State 44 approximately 1,200 feet to the northwest, one at 22092 State 44 at approximately 133 feet to the south and one at 21691 Honey Drive approximately 1,000 feet to the southeast.

The well log for the site closest to the quarry shows it was drilled in 1976, but was updated in 2014 and is 344 feet deep. Due to the proximity to the quarry and future blasting operations there are concerns about impacts to both the well and the structure onsite.

EVALUATION

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

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

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

Staff Analysis: The importance of aggregate to the community for use in construction, road maintenance and other uses is recognized in the County's values which guide the Comprehensive Land Use Plan. Further, the transportation goal is to maintain a transportation system which compliments land use development and policies throughout the County. The materials produced by the quarry contribute to the achievement of these goals.

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

Staff Analysis: The applicant identifies that aggregate is a mineral source used in many local public and private projects. The Underpass South Quarry has limited supply left and this permit will allow them to prepare this quarry so it's operational when that time comes.

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

Staff Analysis: Excavations are proposed above the water table and there are no water features located within the area to be covered by this permit. Stormwater will be contained within the quarry floor and runoff from adjacent properties will not be permitted to flow into the quarry. No chemical storage is proposed beyond gasoline/diesel fuel.

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

Staff Analysis: Stormwater will be contained within the quarry floor and berms will prevent any offsite water from entering the site. The applicant will need to secure and maintain a construction stormwater permit from the MPCA.

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

Staff Analysis: The overburden will be stripped and stockpiled for reclamation but the site is an existing rock quarry so has known quality aggregate resources.

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

Staff Analysis: No hazardous materials except gasoline and diesel fuel will be stored onsite. Portable toilets will be utilized and serviced by licensed companies. Licensed blasting contractors will be utilized and will follow standard operating procedures to reduce dust control. An NPDES permit will be required from the MPCA prior to any activity onsite.

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

Staff Analysis: The site is accessed from State 44 and also has second emergency access.

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

Staff Analysis: There is adequate parking for all employees, equipment and truck loading within the quarry.

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

Staff Analysis: This quarry is proposed to begin after the depletion of resources at the south quarry. It is expected that overall traffic and impacts will not differ greatly from the existing operation, just relocate it.

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

Staff Analysis: Current conditions require notice to residents prior to blasting. This proposal may greatly impact the dwelling immediately south of the project area, however, a previous landowner permitted that structure realizing those potential impacts. This should not impact surrounding agricultural land and the other dwellings within the vicinity are setback enough that dust and vibration should be limited. This proposal will not differ greatly from the existing operation.

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

Staff Analysis: The surrounding property is a mixture of tillable and timber with some pasture. There are few residences in this area and historically mineral extraction has been a prevalent land use in this location.

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

Staff Analysis: Operators will follow noise and dust mitigation methods as identified for the operations at the Underpass South Quarry.

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

Staff Analysis: N/A

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

Staff Analysis: This proposal is a request to expand the physical boundary and location of the operation but is not increasing the intensity of the current operation.

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

Staff Analysis: The area has been heavily used for mineral extraction historically due to quality resources and proximity to paved roads. There is one landowner and dwelling that will likely experience major impacts, but the general public's health, safety, morals and general welfare should be minimally impacted.

RECOMMENDATION

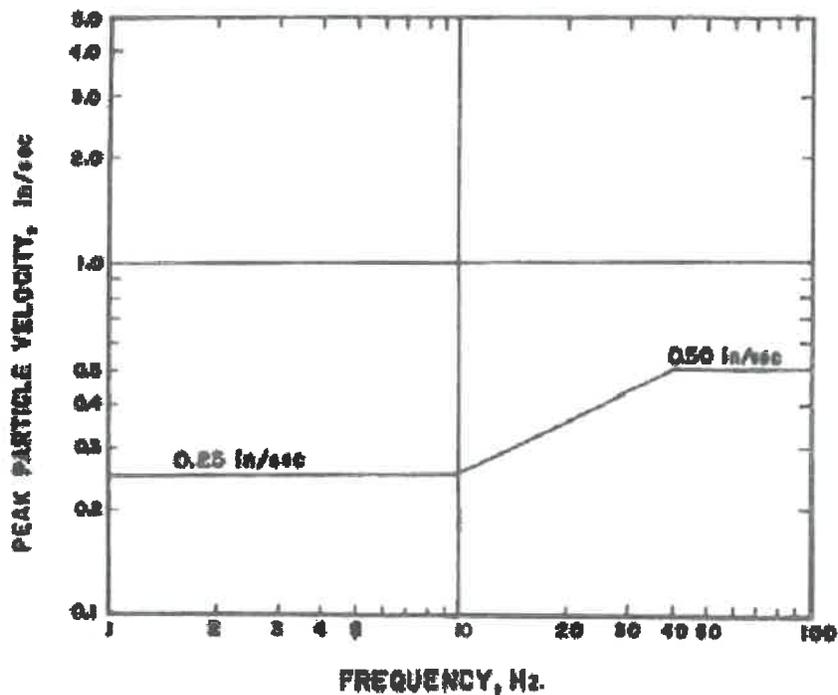
The Planning Commission must consider the criteria above. Should the permit be granted, staff recommend the following motion:

To recommend approval of an amendment to the boundary with continuation of the existing conditions.

1. The Permittee shall comply with all federal, state, and local laws and regulations;
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. When requested by the County, but not more than once in any year, the Permittee shall submit a reclamation report which includes the following information:
 - a. Name and mailing address of operator;
 - b. The name, telephone number, cellular number, and email address of the person to be contacted regarding mine operation;
 - c. A map or maps that accurately show and label:
 - i. Total acreage of the mine area;
 - ii. The acreage of the mine area currently disturbed by mining operations and not yet reclaimed;
 - iii. The acreage of any portion of the mine area presently undergoing the process of reclamation;
 - iv. The total acreage of reclaimed land;
 - d. A statement of progress of mining operations since the County approved the reclamation plan or since the last submitted report, whichever is later.
 - e. A statement of mining operations and reclamation activities expected to occur in the next 12 months, including updated cost estimates for the cost of reclamation of currently disturbed areas and areas anticipated to be disturbed in the next 12 months.
 - f. A certification signed by the operator that information provided is true and accurate.
4. Final reclamation shall meet the County zoning ordinance standards after mining operation cease.
5. A financial assurance shall be filed with the County Treasurer in an amount not less than \$15,000.
 - a. Financial Assurance Requirements.
 - i. Financial Assurance shall be in the form of bond, cash deposits, irrevocable letters of credit or other security, in such form and sum as the County Board may require covering the cost of reclamation of the property.
 - ii. Bonds shall be issued by a surety company licensed to do business in the State of Minnesota.
 - iii. Each bond shall provide that the bond shall not be canceled by the surety, except after not less than 90 days' notice to the Zoning Office, in writing, by registered or certified mail. Not less than 30 days prior to the expiration of the 90 day notice of cancellation, the operator must deliver a replacement bond or approved alternate financial assurance in absence of which all nonmetallic mining shall cease, and the county will begin actions to call in

the bond.

- iv. The bond shall be payable to "Houston County, Minnesota".
 - v. Bonds must be for all areas that have been disturbed or are proposed to be disturbed within 12 months where reclamation has not been certified by the County. Bonds may be for stages of phases of a site, but in no instance shall the bond be for an area less than 4 acres. Disturbances related to nonmetallic mining shall be limited to the areas which have bonds approved for them.
6. The mine perimeter shall be surveyed and applicable setbacks shall be marked on the ground with posts such that each post is visible from each adjacent post. Property line setbacks shall be 50 feet.
 7. The Permittee shall maintain a list of owners of property within 3000' of the site, as measured from the approved mine boundaries, who wish to be notified in advance of blasting. The Permittee shall contact all owners of property within 3000' of the mine site and inquire whether they wish to be included on the list; notice will be provided to those who do 24 hours in advance of blasting.
 8. Seismograph(s) shall be used to monitor the effects of blasting on neighboring properties. The Permittee shall notify the owners of buildings located within one half mile of the mine site of the option of having a seismograph periodically located on their property; the Permittee shall hire a third party to place and monitor seismographs, and make the information collected available to said property owners and the County. At least two seismograph measurements shall be recorded for each blast at two of the participating properties, or, if permission from neighboring property owners is not granted, on a location to be determined by the blasting contractor. Measurements shall be taken using industry standard practices, and shall not exceed the curve shown on the following chart:



9. Hours of operation shall be limited to the following: Weekdays: 6:00 AM - 8:00 PM Saturdays: 8:00 AM- 3:00 PM Sundays: Closed Holidays*: Closed. *Holidays shall mean holidays observed by Houston County. Limits to hours of operation may be suspended by Houston County.
10. Excavation shall not occur below a depth of 1,237 feet, except as part of an approved reclamation plan.

June 16, 2025

RE: Underpass North Quarry Hearing

I am landowner directly south of the proposed 29-acre quarry proposed by Skyline Materials LTD. I have the following concerns with the proposal:

1. I own the railroad right of way that runs along the north property line of PID 13.0210.001 (parcel containing the old supper club).
2. My well is approximately 185 feet from the blast area and I'm concerned about damages and impact on groundwater and liability throughout the life of the quarry.
3. I am concerned about dust and noise from operations since this will be right in my backyard.
4. I am not in favor of this proposal being approved, but if it is I would prefer this to be required to meet the 1,000' setback due to the dangers of rock entering my property during blasting. I am concerned for my safety and any others that may be present during blasting. I shouldn't have to leave my property every time they blast.



Jason Strike

Conditional Use Request
 2025-CUP-424625

Amount Paid
 \$0.00

Applicant
 Chris Priebe

Created
 May 21, 2025

Number
 2025-CUP-424625

SKYLINE MATERIALS LTD |
 130218000 | Spring Grove
 Submitted by Chrisp@ggg.to on
 5/21/2025



Applicant

Chris Priebe

5078671666

chrisp@ggg.to

Search Parcel Data Completed On Wednesday, May 21, 2025 at 2:22 PM CDT by Chrisp@ggg.to

ParcelID	Address	City	OwnerName	Acres
130218000			SKYLINE MATERIALS LTD	3.000

CONDITIONAL USE INTRO Completed On Wednesday, May 21, 2025 at 2:23 PM CDT by Chrisp@ggg.to

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

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

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

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

Application Fee:

Conditional Use Application Fee

\$700.00

Recording Fee:

Recording Fee

\$46.00

Application Type:

Conditional Use

APPLICANT INFORMATION Completed On Wednesday, May 21, 2025 at 2:26 PM CDT by Chrisp@ggg.to

Applicant Name

SKYLINE MATERIALS LTD

Parcel Tax ID

130218000

Telephone Number

563-682-2933

Address

900 Montgomery Street

City

Decorah

Zip

52101

Legal Description

SW COR SE1/4 SE1/4 20R N & S X 24R E & W DOC 254942

Section-Township-Range

17-101-007

Do you own additional adjacent parcels

Yes

Township of:

Spring Grove

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

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

Yes

Township Contacts

TOWNSHIP	NAME	PHONE
Black Hammer	Clayton Johnson	507-450-6384
Brownsville	Christine Novak	507-459-0636
Caledonia	Judith Massman	507-458-3294
Crooked Creek	David Winnes	507-542-4515
Hokah	Delayne Vogel	608-397-6516
Houston	John Beckman	507-429-1745
Jefferson	Anne Falken	320-493-8629
La Crescent	Jason Wieser	507-429-0133
Mayville	Erin Hammell	608-225-1830
Money Creek	Paul Ledebuhr	507-458-7973
Mound Prairie	Colleen Tracy	507-459-3573
Sheldon	Wayne Runningen	507-450-0065
Spring Grove	Mike Wiste	507-450-4638
Union	Craig Frederick	608-769-9541
Wilmington	Melissa Schroeder	608-780-3998
Winnebago	Luke King	507-725-8816
Winnebago	Joyce Staggemeyer	507-542-4637

CONDITIONAL USE REQUEST Completed On Wednesday, May 21, 2025 at 2:30 PM CDT by Chrisp@ggg.to
[Click here to view the Houston County Zoning Ordinance](#)

Describe in detail your request.

Limestone Aggregate Quarry

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

Section 27 - Mineral Extraction

Requested Dimension:

39 Acres

Please upload any supporting documents:

[2025-05-21 Submittal.pdf](#)

CONDITIONAL USE FINDING OF FACTS Completed On Wednesday, May 21, 2025 at 2:38 PM CDT by Chrisp@ggg.to
[Click here to view the Houston County Zoning Ordinance](#)

Findings Required:

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

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

Yes

Comments:

The proposed quarry is located in an agricultural protection district. Mineral extraction is a conditional use allowed in the district. Mineral extraction is a temporary use, as the limestone aggregate is removed the quarry will be reclaimed to grassland. This can be utilized as agricultural pasture or open green space. Both uses conform to the Counties Land Use Plan.

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

Yes

Comments:

Quality limestone aggregate is in high demand for use in public and private infrastructure projects. The quarry operated to the south has a limited supply of quality aggregate remaining. This quarry will need to be operational at the time the source is depleted across the road.

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

Yes

Comments:

Excavations are proposed to be above the water table. This will limit potential to degrade the water quality of the county.

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

Yes

Comments:

The quarry is generally the high point of the area which limits off-site stormwater entering this site. The screening berms will divert off-site stormwater around the mining area as to not comingle with on-site stormwater.



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

Yes

Comments:

On-site soils/overburden will be stripped, stockpiled, and utilized for reclamation once quarry operations are complete.



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

Yes

Comments:

The site will have a NPDES permit active prior to any land disturbing activities



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

Yes

Comments:

The utilities, access roads, drainage areas are available to the site.

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

Yes

Comments:

All parking will be within the quarry.

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

Yes

Comments:

Traffic will be entering and exiting throughout the day. This will aid in multiple vehicles entering or exiting at the same time. This should limit congestion on the highway access point.

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

Yes

Comments:

The quarry proposes to meet all setbacks within the agricultural protection district. Hours of operation will minimize conflicts with any adjacent properties.

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

Yes

Comments:

Adjacent properties are agricultural in nature. The proposed quarry will not impede the development and/or improvement of surrounding properties.

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

Yes

Comments:

The quarry itself will be shielded from dust and noise pollution with the quarry face being 25 to 45 feet in height. Hours of operation will minimize noise issues. Wet suppression may also be utilized for dust control

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

N/A

Comments:

Residential development density standards would not be applicable to this development.

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

Yes

Comments:

The development of the limestone aggregate quarry is in line with the area in which it is proposed.

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

Yes

Comments:

The quarry site was chosen due to its access to paved roads, the limestone aggregate deposit, and the zoning district in which it lays. The quarry will have minimal impacts on the public's health, safety, morals, and general welfare.

SITE PLAN INFORMATION Completed On Wednesday, May 21, 2025 at 2:38 PM CDT by Chrisp@ggg.to

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

Upload Site Plan

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

Sketch Layer

Reference Layer

Mapproxy



Powered by Esri

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

APPLICATION SUBMITTAL Completed On Wednesday, May 21, 2025 at 2:39 PM CDT by Chrisp@ggg.to

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

Yes

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

Yes

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

Yes

Signature

Date Signed:
5/21/2025

Check this box if Staff Signature on behalf of Applicant.

Email APPLICATION SUBMITTAL Completed On Wednesday, May 21, 2025 at 2:39 PM CDT by Chrisp@ggg.to

RESEND EMAIL

Delivered on Wednesday, May 21, 2025 at 2:39 PM CDT

Options

- Send to the applicant? Yes
- Send to members of the following roles:
 - Zoning
 - County Board

Recipients

To:

jeremy.burt@co.houston.mn.us
michelle.burt@co.houston.mn.us
holly.felten@co.houston.mn.us
amelia.meiners@co.houston.mn.us
cindy.wright@co.houston.mn.us
eric.johnson@co.houston.mn.us
robert.schuldt@co.houston.mn.us
kurt.zehnder@co.houston.mn.us
chrisp@ggg.to

Subject: Parcel 130218000 Conditional Use Application Received

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

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

Once payment is received your application will be reviewed and you will be contacted by staff if there are questions.

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

Number: 2025-CUP-424625
Workflow: Conditional Use Request
Description: SKYLINE MATERIALS LTD | 130218000 | Spring Grove
Created On: 5/21/2025

[View Application](#)

External Notes

Documents

Internal Notes

Documents

SUBMITTED BY APPLICANT
EXISTING CONDITIONS ADJACENT AREA MAP



**VICINITY MAP
NOT TO SCALE**



- PROPOSED AREA SUMMARY.**
- EXISTING HISTORIC QUARRY 10.51 ACRES
 - QUARRY FLOOR 12364'
 - PROPOSED QUARRY EXPANSION 28.49 ACRES
 - PROPOSED QUARRY FLOOR 12394'
 - TOTAL CUP PROPOSED OPERATION 39 ACRES
 - QUARRY TO OPERATE ABOVE GROUNDWATER ELEV. OF 1235.

- EXISTING CONDITIONS MAP SUMMARY.**
1. EXISTING CONTOURS ARE SHOWN AT 5' INTERVALS.
 2. THERE ARE NO WETLANDS ON-SITE. THE QUARRY IMPOUNDED WATER HAS BEEN DRAINED UTILIZING THE DRAINAGE OUTLET STRUCTURE.
 3. THE UNDERLYING AERIAL PHOTO DEPICTS THE EXISTING WOODED AREAS.
 4. THE EXISTING SUPPER CLUB SITE SHALL BE DEMOLISHED AND HAULED OFF-SITE. THE WELL AND SEPTIC WILL BE ABANDONED IN ACCORDANCE WITH ALL STATE AND LOCAL RULES AND REGULATIONS. THE EXISTING SCALE HOUSE IS SHOWN.
 5. THE EXISTING ACCESS IS OFF OF HIGHWAY 44 AS SHOWN.



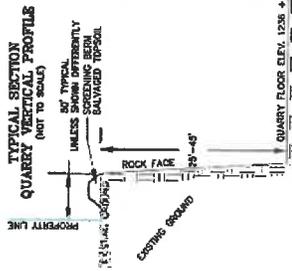
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INTERIOR DESIGN
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SUITE 200
DENVER, CO 80202
TEL: 303.733.1111
WWW.GCUBED.COM

EXISTING CONDITIONS QUARRY MAP



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303.755.1234
www.g-cubed.com

PROPOSED OPERATIONS ADJACENT AREA MAP



Color	Description
Green	Proposed Quarry
Yellow	Adjacent Property
Blue	Water
Grey	Topography
Black	Other

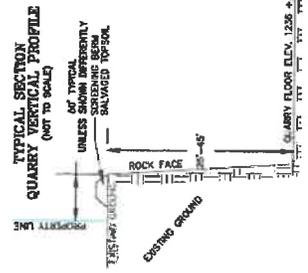
Proposed Quarry (30' High Greenhouse) - Topographical projections show with this footprint of yellow-grey topography (shaded). Elevation maps are shown as shown on this map. The maximum distance ranges from 20 to 25 feet (to 11 feet).

- OPERATIONS MAP SUMMARY:**
1. MAXIMUM AREA TO BE EXCAVATED IS OUTLINED IN ORANGE.
 2. MAXIMUM DEPTH IS SHOWN ABOVE IN A TYPICAL SECTION.
 - 2.1. SOURCE ROCKS ARE SHOWN ABOVE.
 3. THE SCALE HOUSE IS LOCATED ON THE EXISTING QUARRY FLOOR.
 - 3.1. THE SCALE HOUSE SHALL BE THE ONLY STRUCTURE WITHIN THE QUARRY.
 4. ALL QUARRY MATERIALS WILL BE LOCATED ON THE QUARRY FLOOR WITH A MAXIMUM DEPTH OF 10 FEET.
 5. ACTIVE MINING AREA. ALL MACHINERY WILL BE STORED ON-SITE NOT IN PUBLIC ROADWAYS.
 6. STOCKPILES WILL MOVE THROUGHOUT THE QUARRY DEPENDING ON THE ACTIVE MINING AREA.
 7. ALL EXPLOSIVES WILL BE STORED WITHIN THE QUARRY.
 8. ALL EXPLOSIVES WILL BE STORED WITHIN THE QUARRY.
 9. ALL STORMWATER WILL BE CONTAINED ON-SITE. ALONG THE NORTH SIDE OF THE QUARRY THE STORMWATER WILL COLLECT AND ALLOW FOR SETTLING OF SEDIMENTS PRIOR TO LEAVING THE SITE.
 10. INGRESS AND EGRESS WILL BE ON HIGHWAY 44 AT THE EXISTING QUARRY ACCESS POINT.
 11. EXCAVATIONS, AND STOCK PILES ARE ALL PROPOSED TO MEET THE 50' SETBACK.



G-Cubed
 ENGINEERING
 1400 NEW RD. S.E.
 GAITHERSBURG, MD 20878
 TEL: 301.941.1111
 FAX: 301.941.1112

PROPOSED RECLAMATION ADJACENT AREA MAP



- RECLAMATION MAP SUMMARY:**
1. FINAL GRADES ARE SHOWN IN 5 FOOT INTERVALS. FINAL FLOOR ELEVATION IS > 1236.0. EXACT ELEVATION WILL VARY BASED ON VOLUME OF OVERBURDEN REMAINING.
 2. THE SITE SHALL BE SEEDED WITH MUDOT SEED MIXTURE 330 AT 84.5 LBS/ACRE OR APPROVED EQUIVALENT TO CREATE A GRASSY HABITAT.
 3. NO STRUCTURES SHALL BE CONSTRUCTED AS PART OF THE RECLAMATION PLAN.

Underpass North Quarry
Reclamation Estimate

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	5/20/2025 Amount
1. Common Excavation	98328	CY	93.00	9148200.00
2. Excavation in heavy material consisting and placed in cells to meet (Reclamation)	5140	CY	93.00	478020.00
3. Seed, fertilizer and mulch	28	6000	22.0000	616.0000
4. Miscellaneous materials & supplies	1	LB	212.0000	212.0000
(Grand total, including 5% contingency)				9628038.00



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Phone: (954) 571-1111
Fax: (954) 571-1112
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Underpass North – Bruening Rock Products Application Supplemental

Criteria for Granting Conditional Use Permits

1. The proposed quarry is located in an agricultural protection district. Mineral extraction is a conditional use allowed in the district. Mineral extraction is a temporary use, as the limestone aggregate is removed the quarry will be reclaimed to grassland. This can be utilized as agricultural pasture or open green space. Both uses conform to the Counties Land Use Plan.
2. Quality limestone aggregate is in high demand for use in public and private infrastructure projects. The quarry operated to the south has a limited supply of quality aggregate remaining. This quarry will need to be operational at the time the source is depleted across the road.
3. Excavations are proposed to be above the water table. This will limit potential to degrade the water quality of the county.
4. The quarry is generally the high point of the area which limits off-site stormwater entering this site. The screening berms will divert off-site stormwater around the mining area as to not mingle with on-site stormwater.
5. On-site soils/overburden will be stripped, stockpiled, and utilized for reclamation once quarry operations are complete.
6. The site will have a NPDES permit active prior to any land disturbing activities.
7. The utilities, access roads, drainage areas are available to the site.
8. All parking will be within the quarry.
9. Traffic will be entering and exiting throughout the day. This will aid in multiple vehicles entering or exiting at the same time. This should limit congestion on the highway access point.
10. The quarry proposes to meet all setbacks within the agricultural protection district. Hours of operation will minimize conflicts with any adjacent properties.
11. Adjacent properties are agricultural in nature. The proposed quarry will not impede the development and/or improvement of surrounding properties.
12. The quarry itself will be shielded from dust and noise pollution with the quarry face being 25 to 45 feet in height. Hours of operation will minimize noise issues. Wet suppression may also be utilized for dust control.
13. Residential development density standards would not be applicable to this development.
14. The development of the limestone aggregate quarry is in line with the area in which it is proposed.
15. The quarry site was chosen due to its access to paved roads, the limestone aggregate deposit, and the zoning district in which it lays. The quarry will have minimal impacts on the public's health, safety, morals, and general welfare.

Houston County Zoning Ordinance Section 27 – Mineral Extraction.**Section 27.6 Conditional Use Permit Required****Subd. 1. Application for Permit**

1. The applicant and operator contact shall be:
Bruening Rock Products, Inc
Attn: Ronald Fadness (General Counsel)
900 Montgomery Street
P.O. Box 127
Decorah, IA 52101
(563) 682-2933
The lease agreements for the property are attached
2. A Quarry Boundary Exhibit with the boundary description is attached.
3. An Existing Conditions Map is attached
4. An Operation Plan and Map are attached.
5. A Reclamation Plan and Map are attached.
6. Proposed material to be excavated is overburden material, road rock, and construction rip rap. Material will be excavated using common construction equipment. It will be run through a crusher and a screener for size. Material will be stored in stockpiles on-site. Blasting is proposed and depending on demand for material is proposed 1 to 3 times a year. This will be contracted to a licensed blasting contractor. The quarry is proposed to operate up to 30 years.
7. Overburden on-site averages 15' in depth.

Section 27.7 Existing Conditions Map**Subd. 1. Information Required on the Existing Conditions Map.**

All information required is depicted and outlined on the attached Existing Conditions Map.

Section 27.8 Operations Performance Standards**Subd. 1 General Requirements**

1. **Compliance.** The mining Operation shall follow all Federal, State, and local laws and ordinances.
2. **Operation of Equipment.** All equipment shall be constructed and maintained to minimize, as far as practicable, noises and vibrations.
3. **Explosives.** No explosives shall be stored on-site. The operator is proposing to utilize a licensed blasting contractor. The contractor shall follow all federal, state, and local laws and regulations.
4. **Mine Area Standards.** The quarry proposed will be a maximum of 39 acres under this CUP. The existing quarry is 10.51 acres and the proposed expansion is 28.49 acres.
5. **Mine Density Standards.** The quarry proposed is a limestone aggregate quarry.

Subd. 2. Vegetation.

1. **Removal of Trees and Shrubs.** All existing vegetation shall remain in place until the area is to be mined. Vegetation removal and stripping will be completed in phases as the quarry operation move from west to east.

2. **Weeds and Noxious Vegetation.** The quarry site will be maintained for noxious vegetation.
3. **Preservation of Existing Trees and Ground Cover.** The quarry will maintain a minimum of 50' vegetated buffer along highway 44 with exception of the access locations where trees will hinder site distance.

Subd. 3. Access

1. **Jurisdiction.** The existing quarry access is from Highway 44. There is no new access points proposed.
2. **Avoid Residential Streets.** Access is not proposed on any residential streets.
3. **Access Signage.** Quarry signage will be constructed at the entrance.
4. **Spillage on Roadways.** All trucks will be loaded in accordance with their specific specifications. Any road spillage will be cleaned from the roadways.
5. **Dust.** Highway 44 is a paved road.

Subd. 4. Water Resources.

1. **Drainage Interference Prohibited.** All quarry drainage will be contained on-site. The quarry will not impound waters on adjacent properties.
2. **Surface and Subsurface Water Quality.** The mining operation shall be above the water table and all surface water will be collected in the low points of the quarry to allow settling of solids on-site.
3. **Non-degradation of Surface Water.** The mining site is generally the high point of the area which limits off-site stormwater entering this site. The screening berms will divert off-site stormwater around the mining area as to not co-mingle with on-site stormwater.

Subd. 5. Safety Fencing

The proposed quarry is not adjacent to a residential zone and is not within 300 feet of two or more residential structures.

Subd. 6. Screening

1. **Residential and Commercial Properties.** The proposed quarry and adjacent properties are all zoned Agricultural Protection.
2. **Dwellings in Agricultural Protection Districts.** There is 1 dwelling within 1000 feet of the proposed quarry. Documentation is attached for the exemption of the quarry setback to the dwelling. There is a min. of a 50' quarry buffer proposed along all property lines. This will remain vegetated.
3. **Public Roads.** The quarry will maintain a minimum of 50' vegetated buffer along highway 44 with exception of the access locations where trees will hinder site distance.

Subd. 7. Setback Requirements

1. **Prohibited in District.** NA
2. **Residentially Zoned.** NA
3. **Adjoining Property Line.** The quarry proposes a min. of a 50' setback for excavations to all property lines.
4. **Excavating or Stockpiling.** The quarry proposes to maintain a 100' excavation and stockpiling setback to Highway 44.
5. **Public Waters.** NA
6. **Dust and Noise.** All applicable dwellings are greater than 1000' to any proposed mining expansion where processing and loading will take place.

7. Dwellings. NA

Subd. 8 Appearance

All buildings and structures will be maintained.

Subd. 9 Days of Operation

All mining operations will be conducted Monday – Saturday except for legal holidays.

Subd. 10 Dust.

All equipment used for mining operations will be constructed, maintained and operated in such a manner as to minimize dust conditions as far as practicable.

27.9 Operation Plan

Subd. 1 Operation Plan Requirements.

1. **Estimated Life Expectancy.** The life expectancy of the proposed quarry is expected to be 30+ years.
2. **Material to be mined.** Limestone aggregate
3. **On-Site Processing.** Material will be excavated using common construction equipment. It will be run through a crusher and a screener for size. Material will be stored in stockpiles on-site. If washing takes place. On-site water will be utilized. If the threshold for an appropriations permit is to be met a DNR water appropriation permit will be acquired.
4. **Days and hours of operations.** Quarry operations may be conducted Monday through Saturday, except for legal holidays. Hours of operation are 6:00 am and 8:00 pm.
5. **Haul routes.** Trucks will head east or west on highway 44 depending on the end user.
6. **Soil erosion and sediment control plan.** This quarry will have a NPDES permit active prior to mining activities. All existing vegetation will remain in place until quarry operations reach the area. All contact stormwater will be contained on-site. Overburden stockpiles shall be seeded when not in use to prevent erosion.
7. **A dust and noise control plan.** The quarry itself will be shielded from dust and noise pollution with the quarry face being 25 to 45 feet in height. Hours of operation will minimize noise issues. Wet suppression may also be utilized for dust control.

Subd. 2 Operations Map

All information required is depicted and outlined on the attached proposed operations map.

27.10 Reclamation Plan

Subd. 1 Reclamation Plan Required

The reclamation plan is outlined below and on the attached Reclamation Plan Maps.

Subd. 2. Reclamation Plan Commencement Requirement

Reclamation shall commence within 3 months of one of the following happenings:

- a) Termination of the mining operation
- b) After the mining operation has been abandoned for 6 months.
- c) After the mining permit has been expired.

EXISTING CONDITIONS QUARRY MAP



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Edmonton, Alberta T6E 1E1
Canada
Phone: (780) 443-1111
Fax: (780) 443-1112
www.g-cubed.com



EXISTING ACCESS POINTS

EXISTING PERMITTED QUARRY

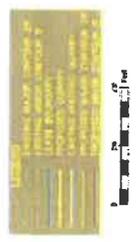
PROPOSED OPERATIONS ADJACENT AREA MAP



Category	Item	Description
Construction	Excavation	Excavation
	Grading	Grading
Foundation	Foundation	Foundation
	Structure	Structure
Mechanical	Mechanical	Mechanical
	Electrical	Electrical
Other	Other	Other
	Other	Other

Drawn Using AutoCAD/InRoads - Elevation points are taken with 400' intervals of 100' above 1000' elevation. Elevation below 1000' is shown at the 100' interval. The maximum distance between points is 200' or 25' (100' or 11' meters).

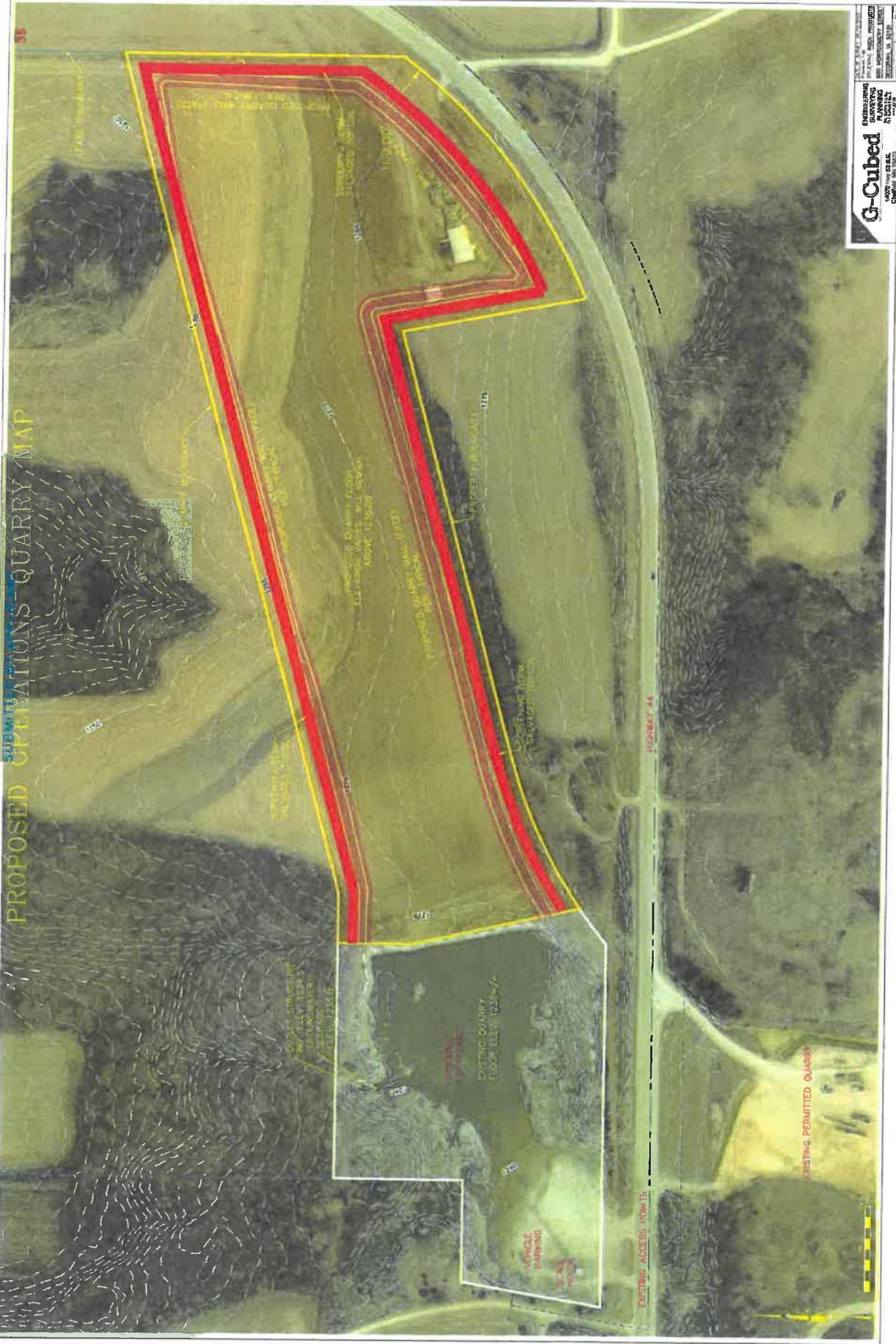
- OPERATIONS MAP SUMMARY.**
1. MAXIMUM AREA TO BE EXCAVATED IS OUTLINED IN ORANGE.
 2. VERTICAL PROFILE IS SHOWN ABOVE IN A TYPICAL SECTION.
 3. 2.1. SITE SPECIFIC VERTICAL PROFILE FROM THE GEOLOGICAL ATLAS ARE SHOWN ABOVE.
 - 3.1. THE SCALE HOUSE IS LOCATED ON THE EXISTING QUARRY FLOOR WITHIN THE QUARRY.
 4. ALL MINED MATERIALS WILL BE LOCATED ON THE QUARRY FLOOR WITH A MAXIMUM HEIGHT OF 20'.
 5. ALL MACHINERY WILL MOVE THROUGHOUT THE QUARRY DEPENDING ON THE ACTIVE MINING AREA. ALL MACHINERY WILL BE STORED ON-SITE NOT IN PUBLIC ROADWAYS.
 6. STOCKPILES WILL MOVE THROUGHOUT THE QUARRY DEPENDING ON THE ACTIVE MINING AREA.
 7. ALL VEHICLE PARKING WILL BE LOCATED WITHIN THE QUARRY.
 8. ALL EXISTING AND NEW STOCKPILES WILL BE CONTAINED ON-SITE. ALONG THE NORTH SIDE OF THE QUARRY THE STORMWATER WALL COLLECT AND ALLOW FOR SETTLING OF SEDIMENTS PRIOR TO LEAVING THE SITE.
 9. ALL STORMWATER WILL BE CONTAINED ON-SITE. ALONG THE NORTH SIDE OF THE QUARRY THE STORMWATER WALL COLLECT AND ALLOW FOR SETTLING OF SEDIMENTS PRIOR TO LEAVING THE SITE.
 10. INGRESS AND EGRESS WILL BE ON HIGHWAY 44 AT THE EXISTING QUARRY ACCESS POINT.
 11. MACHINERY, EXCAVATIONS, AND STOCK PILES ARE ALL PROPOSED TO MEET THE 50' SETBACK.



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 Corvallis, OR 97331
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 Fax: 541.325.4445
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PROPOSED OPERATIONS QUARRY MAP

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ENGINEERING
SURVEYING
AND CONSULTING SERVICES
1400 W. STATE
PHOENIX, AZ 85007
TEL: 602.998.1111 FAX: 602.998.1112

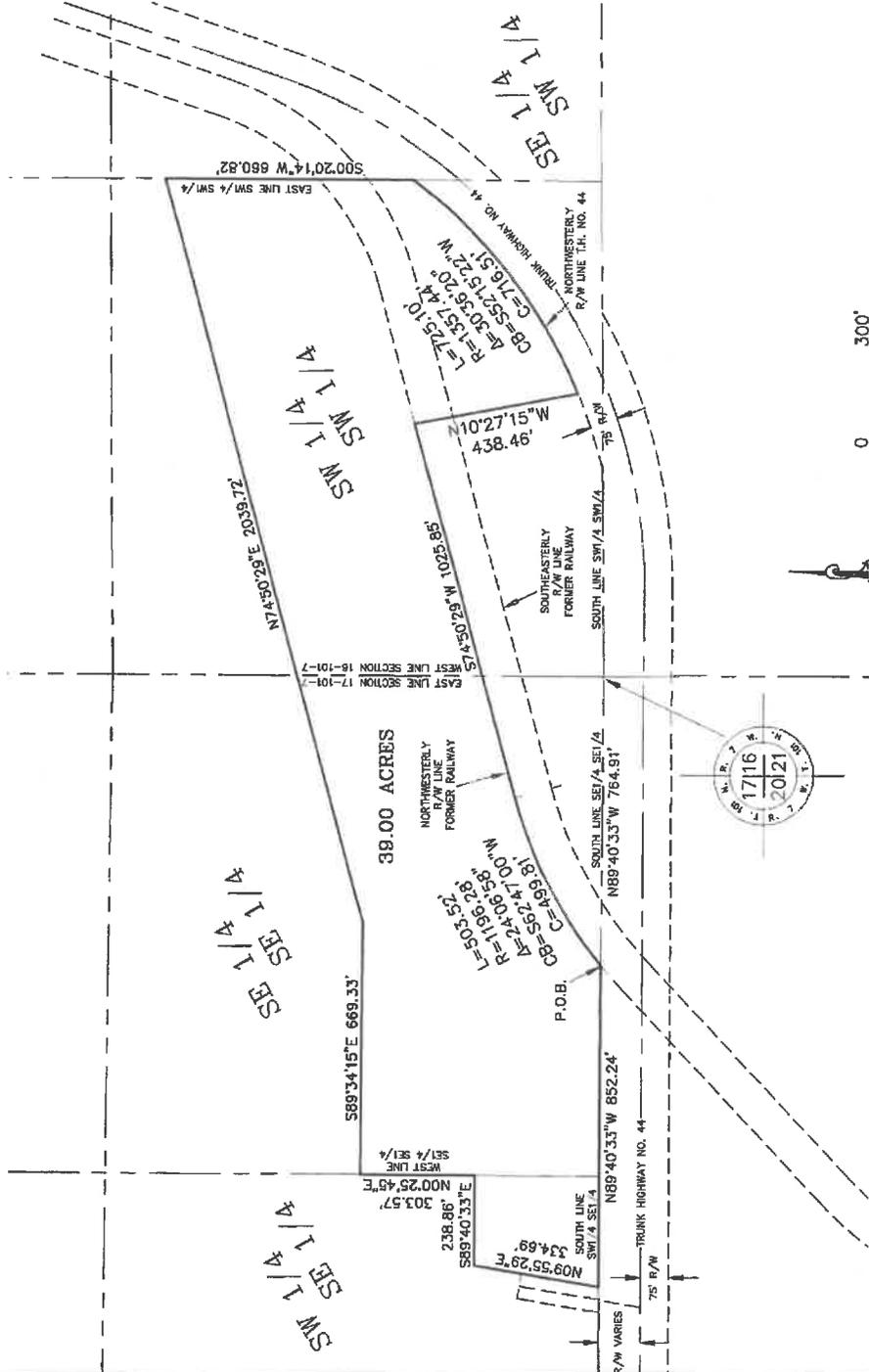
QUARRY BOUNDARY EXHIBIT SECTIONS 16 & 17 T. 101 N., R. 7 W.

QUARRY BOUNDARY DESCRIPTION:

That part of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 17 and that part of the Southwest Quarter of the Southwest Quarter of Section 16, all in Township 101 North, Range 7 West, Houston County, Minnesota, described as follows:

Commencing at the southeast corner of said Southeast Quarter of the Southeast Quarter of Section 17; thence on an assumed bearing of North 89°40'33" West, along the south line of said Southeast Quarter of the Southeast Quarter, 764.91 feet to the intersection of said south line with the northwesterly right of way line of the former railway and to the point of beginning; thence continuing North 89°40'33" West, along said south line of the Southeast Quarter of the Southeast Quarter and along the Southeast Quarter, 852.24 feet; thence North 09°55'29" East 334.69 feet; thence South 89°40'33" East 238.86 feet to the west line of said Southeast Quarter of the Southeast Quarter; thence North 00°25'45" East, along said west line, 303.57 feet; thence South 89°34'15" East 669.33 feet; thence North 74°50'29" East 2039.72 feet to the east line of said Southeast Quarter of the Southeast Quarter of Section 16; thence South 00°20'14" West, along said east line, 660.82 feet to the intersection of said east line with the northwesterly right of way line of Trunk Highway No. 44; thence southwesterly 725.10 feet, along said northwesterly right of way line, and along a non-tangential curve, concave to the northwest, said curve has a radius of 1357.44 feet, a central angle of 30°36'20" and the chord of said curve bears South 52°15'22" West 716.51 feet; thence North 10°27'15" West, not tangent to said curve, 438.46 feet to said northwesterly right of way line of the former railway, thence South 74°50'29" West, along said northwesterly right of way line of the former railway, 1025.85 feet; thence southwesterly 503.52 feet, along said northwesterly right of way line of the former railway and along a tangential curve, concave to the southeast, said curve has a radius of 1196.28 feet, a central angle of 24°06'58", and the chord of said curve bears South 62°47'00" West 499.81 feet to the point of beginning.

The above described conveyance contains 39.00 acres, more or less, and is subject to any easements, covenants and restrictions of record.



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SURVEYING
PLANNING
14070 Hwy 52 S.E.
Chalfield, MN 55923

Prepared For:
BRUENING ROCK PRODUCTS
900 MONTGOMERY STREET
DECORAH, IA 52101

LAB. OF SURV. 3/16/2025
Ph. 502.487.1866
Fax 502.487.1566
www.gcdub.com

SHEET 1 OF 1 | FILE NO. 25-030

*Copy Dates Term
under as North*

LEASE AGREEMENT

This agreement is entered into this 18 day of July, 2017, by and between Aqua Terra, LLC, on behalf of itself, their successors and assigns ("Lessor") and Bruening Rock Products, Inc., an Iowa corporation, its successors and assigns ("Lessee").

WHEREAS, Lessor is the owner of Houston County Parcel No. 130217000, which consists of 74.8 acres and is legally described as:

The Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of Section 17-101-7

and

The Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section 17-101-7 except that portion lying South of the abandoned railway (Houston County Parcel No. 130216000) and except beginning at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence North 20 rods, thence East 24 rods, thence South 20 rods, thence West 20 rods to the point of beginning (Houston County Parcel No. 13021800)

("the Real Estate"); and

WHEREAS, Lessee desires to establish or continue the quarrying of limestone and/or other materials on the Real Estate on the terms set forth below; and

WHEREAS, Lessor wants Lessee to establish or continue the quarrying of limestone and/or other materials on the Real Estate on the terms set forth below;

NOW THEREFORE, in consideration of the mutual obligations set forth in this lease agreement ("the Agreement"), the adequacy of which is hereby acknowledged, Lessor and Lessee hereby agree as follows.

1. PREMISES AND TERM. Lessor leases the Real Estate to Lessee for a period of ten years. This lease shall automatically renew for an additional term of 10 years unless Lessee gives written notice to Lessor that it does not wish to exercise its right to continue the lease beyond the additional lease term.

2. RENT AND ROYALTY PAYMENTS.

(a) Lessee shall pay Lessor the sum of [REDACTED] per year as rent for the period until Lessee begins to crush rock from the Real Estate. Rent for any partial years shall be prorated. If Lessee has not begun to crush rock on the Real Estate within 10 years, this lease shall terminate upon written notice of either party to the other party of intent to terminate.

(b) At such time as production begins, Lessee shall pay Lessor the sum of [REDACTED] per ton of material transported from the Real Estate. If the lease term is extended for an additional term, the royalty rate for such extended term shall be negotiated by the parties at the time such extension is exercised by Lessee, but shall not in any case be more than [REDACTED] per ton.

(c) Lessor shall receive a minimum royalty payment of [REDACTED] for each year of the

initial lease term. If the lease term is extended pursuant for a second ten year term, the minimum royalty payment shall increase to [REDACTED] per year. Lessee is under no obligation to assure any royalty beyond this minimum payment.

(d) The minimum royalty payment shall be paid in advance, beginning with the date of the execution of this agreement, and annually on the anniversary thereof. Any royalties due in excess of the minimum royalty shall be paid upon the completion of each year of the term of this agreement. All royalty payments shall be sent by ordinary mail to the addresses listed in paragraph 11 below, as may subsequently be modified.

(e) Lessee shall have the right to establish and maintain stockpiles of materials on the Real Estate. Royalties are not due for such stockpiles until the material is transported from the Real Estate.

(f) The payments set forth in this paragraph are the only compensation to be paid to Lessor for the quarrying operations contemplated in this Agreement, including the inherent consequences thereof, including but not limited to the changes the quarrying operation shall cause to the Real Estate.

3. GOVERNMENTAL APPROVALS. The rights and obligations of each party under this Agreement are contingent upon the receipt of all necessary approvals, permits or zoning changes required by applicable governing bodies for quarry operations on the Real Estate. Lessee shall take all reasonable steps to facilitate such governmental actions.

4. REPRESENTATIONS.

(a) Lessor represents and warrants as follows.

1. Lessor is the fee title holder of the Real Estate, is authorized to execute this Agreement without the consent of any third party, and knows of no claim by any third party which would disturb Lessee's quiet enjoyment of the Real Estate.
2. Lessor knows of no hazardous substances on the Real Estate, and has no knowledge of any pending or threatened enforcement action by any governmental entity.
3. Lessee shall have the exclusive possession of the quarry during the term of this Agreement, and the exclusive right to remove rock, sand or other material from the Real Estate for the term of this Agreement.

(b) Lessee represents and warrants as follows.

1. All operations on the Real Estate shall be conducted in compliance with applicable laws.
2. Lessee shall indemnify and hold Lessor harmless from any damages to life or property proximately caused by Lessee's operations on the Real Estate, except that Lessee shall not be responsible for the ordinary consequences of quarrying and related activities.

5. NO JOINT VENTURE. This Agreement shall not be construed to establish a joint venture or partnership of any kind.

6. TERMINATION.

(a) If Lessee defaults in the payment of royalties as set forth herein, or in any other

requirement under this Agreement, Lessor may terminate this agreement upon 60 days written notice, during which time such default is not cured.

(b) Upon the termination of the Lease, Lessee shall perform any reclamation required by applicable governmental authorities at no expense to Lessor.

(c) Except as set forth in this Agreement, neither Lessor nor any third party shall have any claim against Lessee for the changed condition of the Real Estate resulting from the quarrying operations conducted thereon.

(d) Upon the termination of this Agreement, Lessee may continue to maintain stockpiles and necessary equipment on the Real Estate for a period of two years. Lessee shall owe no additional compensation to Lessor, except for the payment of royalties on materials removed or the minimum royalty, whichever is greater. Lessee's right of access as set forth in paragraph 3 above shall continue until all stockpiles and equipment have been removed by Lessee.

(e) Lessor waives any right to a landlord's lien under statutory or common law.

7. CONFIDENTIALITY.

(a) Lessor agrees to keep the royalty rate and other financial terms of this Agreement confidential, except that Lessor may disclose such information to family members, attorneys, accountants, financial advisers and necessary government officials.

(b) The parties agree that only the "Memorandum of Lease Agreement" attached hereto as Exhibit A shall be recorded.

8. TAXES. Lessor shall pay all real estate taxes and other governmental assessments against the Real Estate before they become delinquent. If such taxes or assessments become delinquent, Lessee may (but shall not be required to) pay such taxes or assessments, and offset such sums against the royalty to be paid to Lessor under paragraph 2 above.

9. ASSIGNABILITY.

(a) Lessor may transfer ownership of the Real Estate to any third party, and the rights and obligations of Lessor under this Agreement shall run with Real Estate.

(b) Lessee may assign its rights and obligations under this Agreement upon 30 days written notice to Lessor.

10. NOTICES. Any notices required to be given under this Agreement shall be deemed delivered 48 hours after such notice has been deposited in a receptacle of the United States Postal Service with proper postage affixed, addressed to the parties at the following addresses:

Lessor:

Aqua Terra, LLC
21867 Deters Drive
Spring Grove, MN 5594

Lessee:

Bruening Rock Products, Inc.
P.O. Box 127
900 Montgomery Street
Decorah, IA 52101

11. MISCELLANEOUS PROVISIONS. Words and phrases herein, including the acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

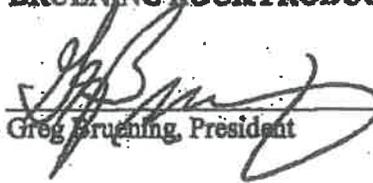
12. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement between the parties, and may be amended only by written instrument signed by each party.

AQUA TERRA, LLC

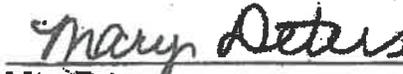
BRUENING ROCK PRODUCTS, INC.



Howard Deters



Greg Bruening, President



Mary Deters

**EXHIBIT A
MEMORANDUM OF LEASE AGREEMENT**

MEMORANDUM OF LEASE AGREEMENT

Preparer Information:

Ronald D. Fadness, 900 Montgomery Street, P.O. Box 325, Decorah, IA 52101 (563) 382-2933

Return Address

Bruening Rock Products, Inc., 900 Montgomery Street, P.O. Box 127, Decorah, IA 52101

Grantor:

Aqua Terra, LLC

Grantee:

Bruening Rock Products, Inc, an Iowa corporation

Legal Description:

See page 2

MEMORANDUM OF LEASE

Be advised that Aqua Terra, LLC, on behalf of itself, its successors and assigns ("Lessor") has this day of July, 2017, entered into a lease agreement ("the Agreement") with Bruening Rock Products, Inc, an Iowa corporation, its successors and assigns ("Lessee") for the real estate legally described as:

The Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 17-101-7

and

The Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 17-101-7 except that portion lying South of the abandoned railway (Houston County Parcel No. 130216000) and except beginning at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence North 20 rods, thence East 24 rods, thence South 20 rods, thence West 20 rods to the point of beginning (Houston County Parcel No.13021600)

("the Real Estate") for a period of ten years, with Lessee having the option to extend the lease for an additional 10 year period.

The Agreement provides for the existence of quarrying operations on the Real Estate.

AQUA TERRA, LLC

BRUENING ROCK PRODUCTS, INC.

Howard Deters
Howard Deters

Greg Bruening
Greg Bruening, President

Mary Deters
Mary Deters

STATE OF MINNESOTA, HOUSTON COUNTY

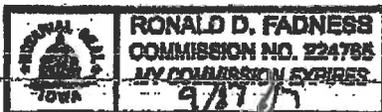
This instrument was acknowledged before me this 18 day of July, 2017, by Howard Deters and Mary Deters owners of Aqua Terra, LLC.



Cheryl Lynn Fisch
Notary Public

STATE OF IOWA, WINNESHIEK COUNTY

This instrument was acknowledged before me this 19 day of July, 2017, by Greg Bruening as President of Bruening Rock Products, Inc.



R. D. Fadness
Notary Public

AMENDMENT TO LEASE AGREEMENT

WHEREAS, Aqua Terra, LLC ("Lessor") and Bruening Rock Products, Inc. ("Lessee") entered into a lease agreement dated July 18, 2017, for the real estate identified as Houston County Parcel No. 130217000 ("the Lease Agreement"); and

WHEREAS, Lessor and Lessee wish to amend the legal description of the Lease Agreement to include an additional parcel of real estate;

NOW THEREFORE, Lessor and Lessee agree as follows.

1. The legal description for the Lease Agreement is amended to include the following real estate:

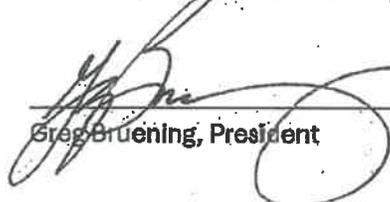
That part of the Southwest Quarter of the Southwest Quarter of Section 16-101-7 lying North of the Railway

2. The remainder of the Lease Agreement remains unchanged and in full force and effect.

AQUA TERRA, LLC


Howard Deters, Manager

BRUENING ROCK PRODUCTS, INC.


Greg Bruening, President

LEASE AGREEMENT
Underpass North Storage Site

This agreement is entered into this 25 day of August, 2023, by and between [REDACTED] and JanLee Buxengard, husband and wife, William Buxengard and Cathy Buxengard, husband and wife, and Leland Buxengard and Patricia Buxengard, husband and wife, on behalf of themselves, their successors and assigns ("Lessors") and Bruening Rock Products, Inc., an Iowa corporation, its successors and assigns ("Lessee").

WHEREAS, Lessors are the owner of the following real estate:

The Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼) of Section 17-101-7

("the Real Estate"); and

WHEREAS, Lessee desires to utilize that portion of the Real Estate depicted on Exhibit A hereto ("the Premises") for the storage and distribution of rock on the terms set forth below; and

WHEREAS, Lessors are willing to allow such use on the terms set forth below;

NOW THEREFORE, in consideration of the mutual obligations set forth in this lease agreement ("the Agreement"), the adequacy of which is hereby acknowledged, Lessors and Lessee hereby agree as follows.

1. PREMISES AND TERM.

(a) Lessors lease the Premises to Lessee for a period to commence August 1, 2023, and continue through July 31, 2033. This agreement shall then continue for successive one year terms unless terminated in writing by either party sixty days prior to the termination of any given year of the lease term.

2. RENT. Lessee shall pay Lessors the sum of [REDACTED] per year, in advance, for each year of the lease term.

3. GOVERNMENTAL APPROVALS. Lessors shall obtain all necessary approvals, permits or zoning changes required by applicable governing bodies for quarry operations on the Premises. Lessee shall take all reasonable steps to facilitate such governmental actions.

4. REPRESENTATIONS.

(a) Lessor represents and warrant as follows.

1. Lessors are the fee title holder of the Real Estate, are authorized to execute this Agreement without the consent of any third party, and know of no claim by any third party which would disturb Lessee's quiet enjoyment of the Real Estate.

2. Lessors know of no hazardous substances on the Premises, and have no knowledge of any pending or threatened enforcement action by any governmental entity.
3. Lessee shall have the exclusive possession of the Premises during the term of this Agreement.

(b) Lessee represents and warrants as follows.

1. All operations on the Premises shall be conducted in compliance with applicable laws.
2. Lessee shall indemnify and hold Lessors harmless from any damages to life or property proximately caused by Lessee's operations on the Premises. Lessee shall be solely responsible for any environmental issues that may arise on the property, unless caused by Lessors.

5. **NO JOINT VENTURE.** This Agreement shall not be construed to establish a joint venture or partnership of any kind.

6. **TERMINATION.**

(a) If Lessee defaults in the payment of rent as set forth herein, or in any other requirement under this Agreement, Lessors may terminate this agreement upon 60 days written notice, during which time such default is not cured.

(b) Lessee may terminate this agreement upon 60 days written notice in the event that operations cannot be economically continued, as determined by Lessee in its sole discretion.

(c) Lessors waive any right to a landlord's lien under statutory or common law.

7. **CONFIDENTIALITY.** Only the Memorandum of Lease Agreement attached hereto as Exhibit A shall be placed of record.

8. **TAXES.** Lessors shall pay all real estate taxes and other governmental assessments against the Real Estate before they become delinquent. If such taxes or assessments become delinquent, Lessee may (but shall not be required to) pay such taxes or assessments, and offset such sums against the royalty to be paid to Lessors under paragraph 2 above.

9. **ASSIGNABILITY.**

(a) Lessors may transfer ownership of the Real Estate to any third party, and the rights and obligations of Lessor under this Agreement shall run with Real Estate.

(b) Lessee may assign its rights and obligations under this Agreement upon 30 days written notice to Lessors.

10. **NOTICES.** Any notices required to be given under this Agreement shall be deemed delivered 48 hours after such notice has been deposited in a receptacle of the United States Postal Service with proper postage affixed, addressed to the parties at the following addresses:

Lessors:

C/O Winnefred Buxengard
22322 State Highway 44

Lessee:

Bruening Rock Products, Inc.
P.O. Box 127

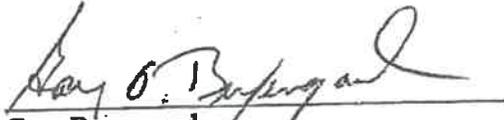
Spring Grove, MN 55974

Decorah, IA 52101

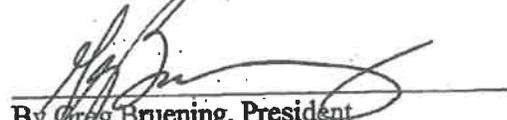
11. **MISCELLANEOUS PROVISIONS.** Words and phrases herein, including the acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

12. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement between the parties, and may be amended only by written instrument signed by each party.

BRUENING ROCK PRODUCTS, INC.



Gary Buxengard



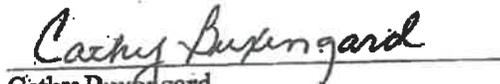
By Greg Bruening, President



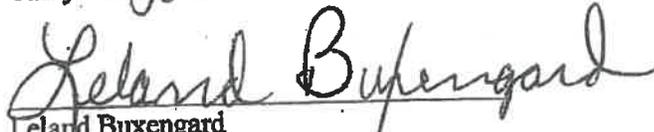
JanLee Buxengard



William Buxengard



Cathy Buxengard



Leland Buxengard



Patricia Buxengard

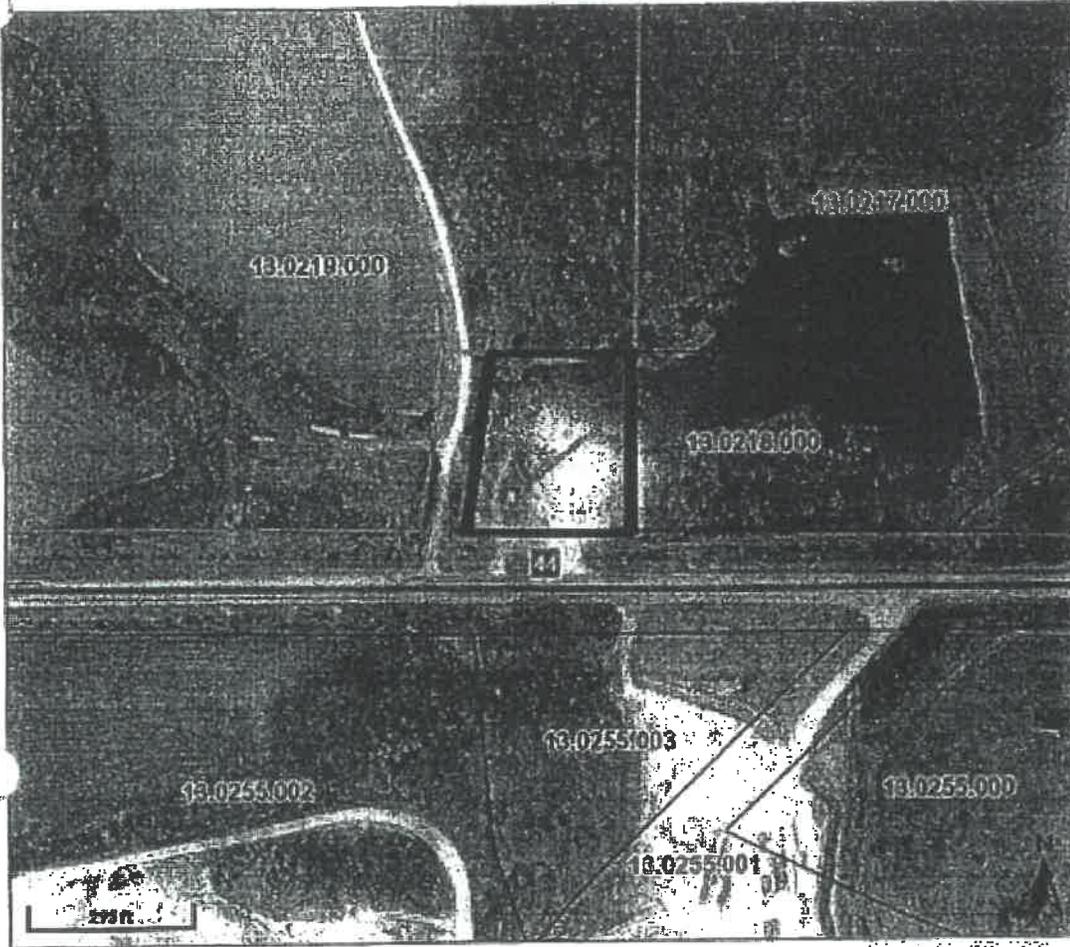
Beacon™ Houston County, MN

Overview



Legend

- Parcels
- Corporate Limits
- Roads**
- <Null>
- COUNTY
- STATE
- US
- Political Townships



Parcel ID 130219000 Alternate ID n/a
 Sec/Twp/Rng 17-101-007 Class 101 - AGRICULTURAL
 Property Address 22322 STATE 44 Acreage 80.0
 SPRING GROVE
 District SPGR/SD297/FD9
 Brief Tax Description W1/2 SE1/4 DOC #225802 3
 (Note: Not to be used on legal documents)

Owner Address BUXENGARD, GARY, WM & LELAND
 C/O WINNEFRED A BUXENGARD
 22322 STATE 44
 SPRING GROVE, MN 55974

Date created: 8/24/2023
 Last Data Uploaded: 8/23/2023 7:57:22 PM

Developed by Schneider
 GEOSPATIAL



BRUENING ROCK PRODUCTS, INC.

900 MONTGOMERY STREET, P.O. BOX 127
DECORAH, IOWA 52101
(563) 382-2933

November 3, 2023

Houston County Planning and Zoning
Attn: Martin Herrick
304 S. Marshall St.
Caledonia, MN 55921

Re: Representation by G-Cubed Engineering

Please be advised that G-Cubed Engineering has been retained to represent Bruening Rock Products, Inc. for purposes of zoning and development matters before Houston County. This includes affiliated entities Skyline Materials, Ltd. and G & K Development, L.C.

Please contact me with any questions.

BRUENING ROCK PRODUCTS, INC.

A handwritten signature in black ink that reads 'Ronald D. Fadness'.

Ronald D. Fadness
General Counsel

\$ 5.00

State of Minnesota, }
County of Houston }

No. 43
Town of Spring Lake
Office of Zoning Admin

Conditional Use Permit

IN CONSIDERATION OF The statements made by A. W. Carlisle

in his application therefor duly filed in this office, which application is hereby made a part hereof, PERMISSION IS HEREBY GRANTED To said A. W. Carlisle as owner to build house in B-1 Area

upon that tract of land described as follows: Lot _____ Block _____; plat or addition _____
Address SW corner of 26th St & Hwy 17-101-7
which tract is of the size and area specified in said application.

This permit is granted upon the express conditions that said owner and his contractors, agents, workmen and employees, shall comply in all respects with the ordinances of the _____
County of Houston of said _____

Given under the hand of the Zoning Admin of said _____ and its corporate seal and attested by its _____ this 8th day of July 1976.

Attest: Rick Frank
Zoning Admin

"See other side"

1. This permit is issued by the Houston County Zoning authority and accepted by the permittee with the specific understanding and upon the consideration and condition that permittee, for himself, his heirs, executors, successors, administrators and assigns, covenants not to sue and to hold the County of Houston, Minnesota, its Zoning authority and its agents harmless from all claims for damages which might otherwise be brought by permittee, or his said successors in title of the lands described in this permit, from any claims whatsoever arising out of the operation of the rock quarry on lands adjacent to the lands described in this permit and these covenants shall likewise extend to any cause or causes of action, the object of which is to prevent the normal expansion of the rock quarrying operations on lands adjacent to the lands described in this permit. The covenants hereinbefore expressed are solely between permittee and his successors as described, and the County of Houston and its agents.

2. As a condition of the granting of this permit, permittee agrees to have this permit together with all attachments recorded in the Register of Deeds Office in and for Houston County, Minnesota, and to pay any required fees therefor.

I, Henry W. Carlisle, do hereby agree to the above and other side of this permit.

Dated 7-8, 1976

Henry W. Carlisle
Henry W. Carlisle

AFFIDAVIT

State of Minnesota
 ss.
 County of Houston

Richard A. Frank, being first duly sworn, on oath, deposes and says that he is the duly appointed, qualified and acting Zoning Administrator in and for Houston County, Minnesota, and that attached hereto, marked Exhibit A, and by this reference made a part hereof, as if set out hereat in full, is a Building Permit authorizing the construction of a dwelling house on the following described tract of land:

All that part of the Southeast Quarter of the Southeast Quarter of Section 17 in Township 101 North of Range 7 W. of the 5th P.M. lying South of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and North of the North Boundary Line of the right of way of Minnesota Trunk Highway No. 44.

AND

All that part of the Southwest Quarter of the Southwest Quarter of Section 16 in Township 101 North of Range 7 W of the 5th P.M. lying South of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and North of the North Boundary Line of the right of way of Minnesota Trunk Highway No. 44.

EXCEPT

Those premises lying and being southerly of the southerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railway Company right of way, northerly of the northerly right of way line of Minnesota State Trunk Highway #44, and easterly of an extended line parallel to and 144 feet westerly from the westerly foundation of the Supper Club building situate on said lands, said westerly boundary line to be established by survey at any time while this contract remains executory; being a part of the southwest quarter of the southwest quarter of Section 16, Township 101 North of Range 7 West of the Fifth Principal Meridian, lying southerly of said railway right of way.

Further affiant states that this affidavit is made to show that the issuing authority assumes no responsibility for possible damages or other claims resulting from quarrying operations conducted on property adjacent and contiguous to the aforedescribed property.

Further affiant saith not.

Richard A Frank
 Richard A. Frank

Subscribed and sworn to before me this 20th day of April, 1976.

[Signature]

HOUSTON COUNTY PLANNING COMMISSION

June 24, 1976

The Houston County Planning Commission met June 24, 1976 for the regular scheduled meeting and two scheduled public hearings.

Irvin Ingvalson presided with the following persons present: Rick Frank, Robert Raatz, Charles Wieser, Robert Lewis, Winston Reider, Randy Mell-Forester, Warren Swenson-Board of Adjustment, Elling Solum, John Kennedy, Charles Horihan, James McCormick, and Joe Hammell, Assistant County Attorney.

Public Hearing #80 requested by Gale Oldenburg was read.

Mr. Oldenburg requested the hearing to build a house on a small acreage he is buying from Fred Truempi (324.3 (a)).

Chairperson Ingvalson called on all persons to speak in favor of said hearing first and those opposing later.

Mr. Fred Truempi stated that he had a statement of his reasons for selling this parcel. Copy of statement attached.

Gale Oldenburg stated that he thought it was a good place to build a house.

All set backs have been checked by Rick Frank and culverts will be put in by the landowner.

There being no other speakers, anyone present objecting to the pending application could be heard. Francis Wilkes stated that he objects to the building of this house across from his field unless he could have a signed document filed to protect himself from any liability because of accidents.

Gary Oldenburg stated that he would not have any livestock on his acreage. One of the board members stated that there seemed to be nothing unique about this situation and with normal farming

Page 2
June 24, 1976

practices there would be no problem. There was no further speaking. Everyone present having been given an opportunity to be heard relative to the pending application and the Planning Commission having thoroughly discussed the matter before it, the Findings found in 232.4 Zoning Book were discussed. For detail on each finding see Secretary's Minutes on file.

The motion for the adoption of the foregoing mentioned findings and recommendation of approval of the Conditional Use for Gale Oldenburg to the County Board was made by Charles Wieser. The motion was duly seconded by Robert Raatz.

Upon oral vote taken all members voted in favor of said motion. The motion was declared duly carried and the Findings duly adopted.

Hearing # 80 was closed.

Public Hearing #81 was read at 8:30 P.M. This Hearing was requested by H. W. Carlisle who would like to build a house in a B-1 District.

Members present were the same as listed for Hearing #80. Also present were Bert Deters, H. W. Carlisle, Gary Dotzler, Karl Hoegh.

Henry Carlisle stated that he was anxious to get started because he had to get out of the Skyline quarters so the new owners could move in.

Bert Deters stated that Henry Carlisle realizes that the quarry has been in operation for many years and said quarry is moving closer to his proposed building site. He stated that he recommended approval as an adjoining landowner. Mr. Dotzler, new buyer of the Skyline Supper Club, stated that he had no objections to the pending application.

Karl Hoegh of Roverud Construction stated that liability in

Page 3
June 24, 1976

this case could be a problem. With blasting going on in the area, there could someday be a problem. Mr. Hoegh stated that Mr. Carlisle is aware of the problems with the quarry that exist and hazards that are present with building near a quarry. Question to Mr. Carlisle -- Why live so close to the quarry? He stated that shooting doesn't bother him and never has. The total acreage consists of approximately 10 acres.

The question about a lawsuit against Roverud Construction for any damage done to Carlisle house was asked. Mr. Hammell, Assistant County Attorney stated that consideration should be given to the quarry owner as they were there first and the person building in this area is aware of the existing use.

Bert Deters stated that he thought there would be no problem but would like an excerpt of the minutes put on file with the Register of Deeds or put a statement on the Conditional Use that Mr. Carlisle is aware of hazard with a quarry so close.

The building of the new house would be about 500 feet from quarry property line.

Roverud owns approximately 3 acres but the best rock that is left is to the East. If more property was bought for the quarry it would be toward the east but still stay west of the Railroad tracks.

The affidavit drawn up by Rick Frank could be attached to permit along with the findings.

Everyone present having been given an opportunity to be heard relative to the pending application and the Planning Commission having thoroughly discussed the matter before it, the Findings were discussed and filed with the Secretary's minutes.

The motion for the adoption of the foregoing Findings and approval of Conditional Use in B-1 area was made by Robert Lewis. Mr. Lewis included in his motion that the affidavit should be attached to the Conditional Use and filed in the Register of Deeds as stated in the findings.

The motion was duly seconded by John Kennedy and upon oral roll call taken thereon all members voted in favor of said motion. The motion was duly carried.

Hearing #81 was closed.

The Commission promptly moved into the regular monthly meeting. Rick Frank presented the following Building Permits that meet all zoning requirements and have been issued permits.

Crescent Construction BY Larry Frank - Lot 30, Valley High Estates. build home. Mound Prairie Twp.
Jon Hill - Lot 29, Valley High Estates. build home. Mound Prairie Twp.
Michael McBrady - Pt. S $\frac{1}{2}$ NW $\frac{1}{4}$, 5-102-7 55 acres. build home Spring Grove Twp.
Ted Hanson - SW $\frac{1}{4}$, 30-103-5. build home. Union Twp.

Robert Lewis made a motion that the above listed Building Permits be recommended for approval to the County Board. Robert Raatz duly seconded the motion. Motion Carried.

Roger Bender - has approximately 56 acres on highway 44 near Spring Grove. He has one mobile home on the premises now and wants to put a second mobile home on the land. Mr. Bender had stated that both uses would be farm connected.

The Zoning Ordinance was studied at length and as states in 324.2a only one mobile home is allowed. There also was a question if the mobile homes were farm use.

Winston Reider made a motion to recommend denial to the County Board because of violation of 324.2(a). Motion was seconded by

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by G-Cubed, on behalf of G & K Development L.C., 900 Montgomery St, PO Box 127, Decorah, IA 52101, for a Conditional Use Permit to expand a quarry for mineral extraction in the Agricultural Protection District (Section 14 – 14.3 Conditional Uses, Subdivision 1, Subsection 19 and Section 27 – 27.6) in Spring Grove Township on following premises, to-wit:

PT NE1/4 NE1/41, Section 20, Township 101, Range 7, Houston County, Minnesota. (Parcel #13.0255.000)

Said applicant standing and making application is as fee owner of said described lands.

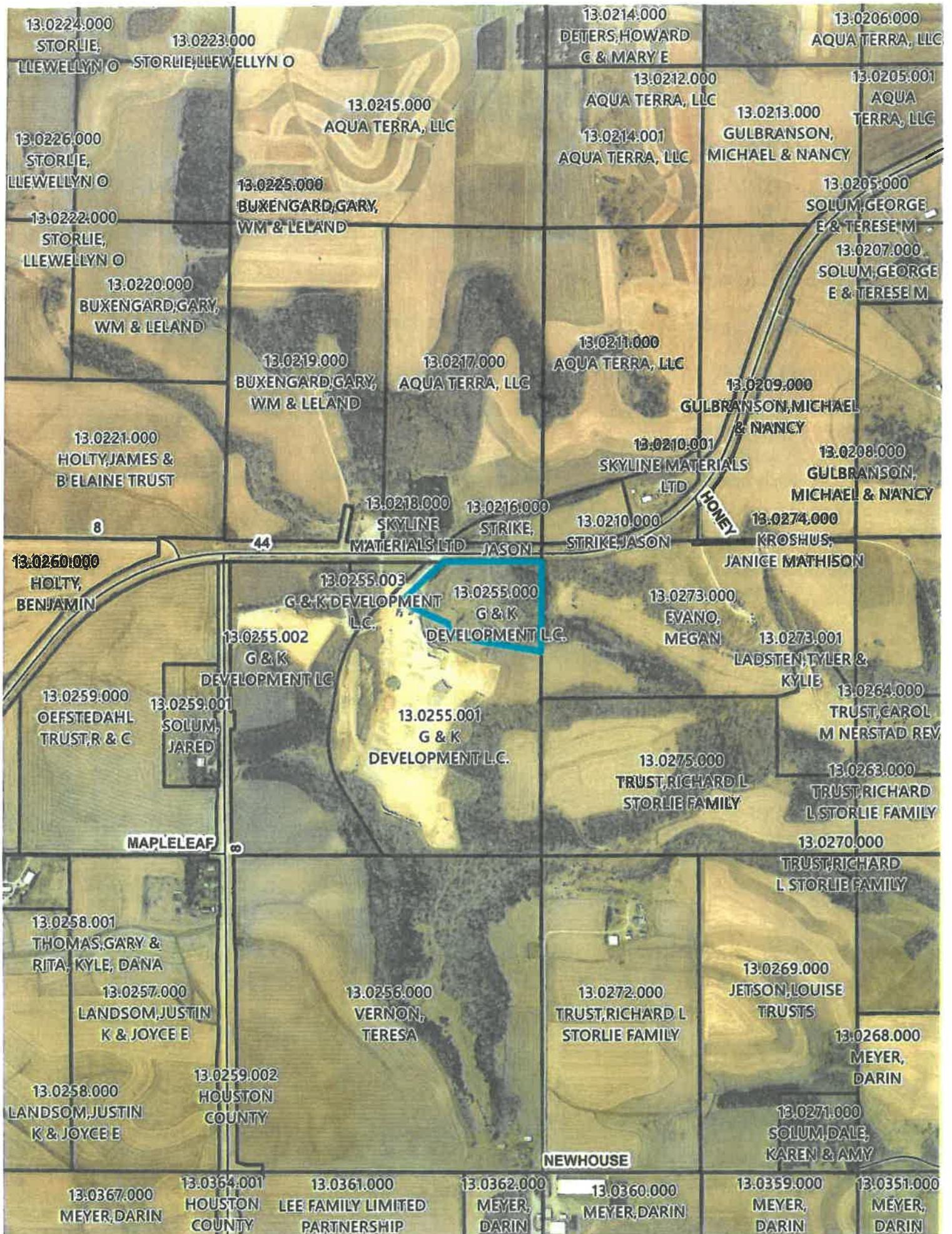
A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 6:25 p.m. on Thursday, July 31, 2025.

All persons having an interest in the matter may attend the hearing or submit comments relative to the granting or denying of said application. Comments should be mailed to the Environmental Services Dept., 304 South Marshall Street – Room 209, Caledonia, MN 55921, or emailed to amelia.meiners@co.houston.mn.us, and must be received by Tuesday, July 22, 2025 to be included for review prior to the hearing. All comments are considered public record.

HOUSTON COUNTY PLANNING COMMISSION

By Amelia Meiners
Zoning Administrator

ADV: July 16, 2025





HOUSTON COUNTY ENVIRONMENTAL SERVICES

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



STAFF REPORT 2/18/2025

Application Date: 6/26/2025
Hearing Date: 7/31/2025
Petitioner: Chris Priebe, G-Cubed for G & K Development
Reviewer: Amelia Meiners
Zoning: Ag Protection
Address: 22095 State 44
Township: Spring Grove
Parcel Number: 130255000 & 130255001
Submitted Materials: CUP Application, Supplemental Information

OVERVIEW

REQUEST

The petitioners are requesting an amendment to Conditional Use Permit (CUP) #468B to expand the boundary of an existing rock quarry in Spring Grove Township.

SUMMARY OF NOTEWORTHY TOPICS

There has been a lot of permitting activity at this quarry over the last twenty years. In 2008, the applicant was issued CUP# 284 for mineral extraction on 52 acres. That was later replaced by CUP#418 issued in 2020 for an expansion which included an extensive permit review and Environmental Assessment Worksheet (EAW). That permit and conditions are included in the packet. A separate CUP covers the southern portion of the quarry. Then in 2023 the applicants requested the 50-foot setback requirement be removed on the west property line as allowed by the Ordinance. At that time the previous conditions were carried forward with just the modification to the west property line condition. Now the current request is to expand to PID 13.0255.000 which will be 11.37 additional acres.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Notice was sent to Spring Grove Township and the ten closest property owners. No comments were received.

SITE CHARACTERISTICS

This parcel is in Spring Grove Township between Mabel and Spring Grove on State 44. The quarry has been in existence since zoning went into effect as evidenced in the 1968 aerial image below and the land for the current request was an old homestead.



Figure 1. 1968 aerial image of quarry and neighboring homestead.

There is one wetland area/farm pond right on the east property line and one approximately 75 feet east of the property line. An intermittent stream starts at the pond on the property line and heads southeast. The stream is not a mapped public water and there is no floodplain on the property.

EVALUATION

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

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

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

Staff Analysis: The importance of aggregate to the community for use in construction, road maintenance and other uses is recognized in the County's values which guide the Comprehensive Land Use Plan. The materials produced by the quarry contribute to the achievement of these goals.

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

Staff Analysis: The applicant identifies that aggregate is a mineral source used in many local public and private projects.

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

Staff Analysis: There are no water features located within the area to be covered by this permit. Stormwater will be contained within the quarry floor and runoff from adjacent properties will not be permitted to flow into the quarry. No chemical storage is proposed beyond gasoline/diesel fuel.

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

Staff Analysis: Stormwater will be contained within the quarry floor.

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

Staff Analysis: There is a silt loam overburden, but the site is an existing rock quarry so has known quality aggregate resources.

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

Staff Analysis: No hazardous materials except gasoline and diesel fuel will be stored onsite. Portable toilets will be utilized and serviced by licensed companies. Licensed blasting contractors will be utilized and will follow standard operating procedures to reduce dust control.

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

Staff Analysis: The site is accessed from State 44 and also has a second emergency access. Since this is an existing quarry, all other facilities are currently in place.

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

Staff Analysis: All parking is contained within the quarry. There is adequate parking for the four employees, equipment parking and truck loading.

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

Staff Analysis: The 2020 application indicated an average of 28-45 trips per day. Since this is only an expansion in the physical area there is no anticipated change from the current operation.

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

Staff Analysis: The operation itself will not change and even as the quarry moves east it will still be set back 1,800 feet from the closest dwelling. Current conditions require notice to residents prior to blasting.

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

Staff Analysis: The surrounding property is a mixture of tillable and timber with some pasture. There are few residences in this area and historically mineral extraction has been a prevalent land use in this location.

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

Staff Analysis: Operators will continue to follow noise and dust mitigation methods as previously identified.

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

Staff Analysis: N/A

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

Staff Analysis: This proposal is a request to expand the physical boundary and is not increasing the intensity of the current operation.

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

Staff Analysis: The site has operated for many years with no known impacts to the public's health, safety, morals, and general welfare. The applicant is not proposing a change in operation, just boundary and therefore will be a continuation of current practices.

RECOMMENDATION

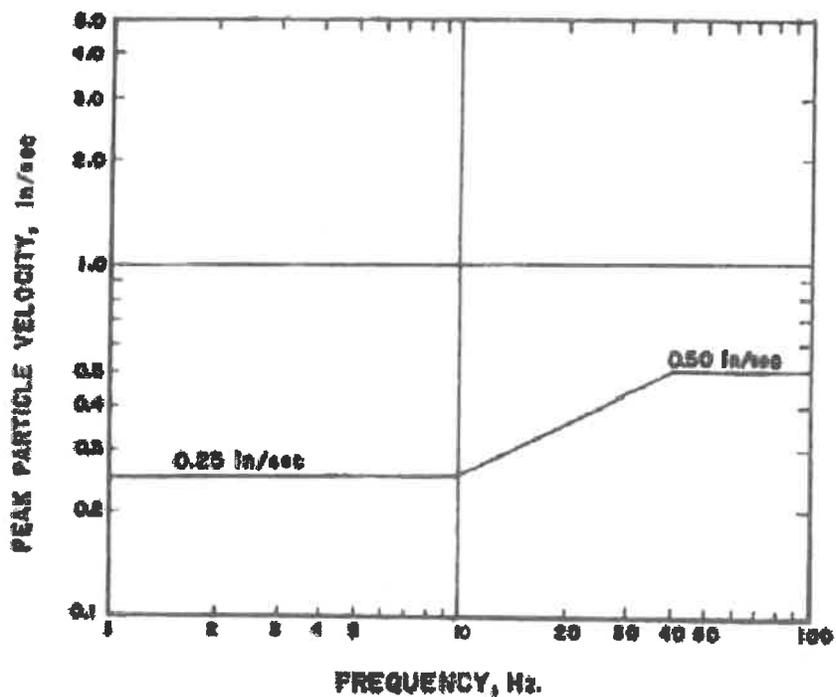
The Planning Commission must consider the criteria above. Should the permit be granted, staff recommend the following motion:

To recommend approval of an amendment to the boundary with continuation of the existing conditions.

1. The Permittee shall comply with all federal, state, and local laws and regulations;
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. When requested by the County, but not more than once in any year, the Permittee shall submit a reclamation report which includes the following information:
 - a. Name and mailing address of operator;
 - b. The name, telephone number, cellular number, and email address of the person to be contacted regarding mine operation;
 - c. A Map or maps that accurately show and label:
 - i. Total acreage of the mine area;
 - ii. The acreage of the mine area currently disturbed by mining operations and not yet reclaimed;

- iii. The acreage of any portion of the mine area presently undergoing the process of reclamation;
 - iv. The total acreage of reclaimed land;
 - d. A statement of progress of mining operations since the County approved the reclamation plan or since the last submitted report, whichever is later.
 - e. A statement of mining operations and reclamation activities expected to occur in the next 12 months, including updated cost estimates for the cost of reclamation of currently disturbed areas and areas anticipated to be disturbed in the next 12 months.
 - f. A certification signed by the operator that information provided is true and accurate.
- 4. Final reclamation shall meet the County zoning ordinance standards after mining operation cease.
- 5. A financial assurance shall be filed with the County Treasurer in an amount not less than \$15,000.
 - a. Financial Assurance Requirements.
 - i. Financial Assurance shall be in the form of bond, cash deposits, irrevocable letters of credit or other security, in such form and sum as the County Board may require covering the cost of reclamation of the property.
 - ii. Bonds shall be issued by a surety company licensed to do business in the State of Minnesota.
 - iii. Each bond shall provide that the bond shall not be canceled by the surety, except after not less than 90 days' notice to the Zoning Office, in writing, by registered or certified mail. Not less than 30 days prior to the expiration of the 90 day notice of cancellation, the operator must deliver a replacement bond or approved alternate financial assurance in absence of which all nonmetallic mining shall cease, and the county will begin actions to call in the bond.
 - iv. The bond shall be payable to "Houston County, Minnesota".
 - v. Bonds must be for all areas that have been disturbed or are proposed to be disturbed within 12 months where reclamation has not been certified by the County. Bonds may be for stages of phases of a site, but in no instance shall the bond be for an area less than 4 acres. Disturbances related to nonmetallic mining shall be limited to the areas which have bonds approved for them.
- 6. The mine perimeter shall be surveyed and applicable setbacks shall be marked on the ground with posts such that each post is visible from each adjacent post. Property line setbacks shall be 50 ft except for the west side of the parcel as shown in Figure 2 below.
- 7. The Permittee shall maintain a list of owners of property within 3000' of the site, as measured from the approved mine boundaries, who wish to be notified in advance of blasting. The Permittee shall contact all owners of property within 3000' of the mine site and inquire whether they wish to be included on the list; notice will be provided to those who do 24 hours in advance of blasting.
- 8. Seismograph(s) shall be used to monitor the effects of blasting on neighboring properties. The Permittee shall notify the owners of buildings located within one half mile of the mine site of the option of having a seismograph periodically located on their property; the Permittee shall hire a third party to place and monitor seismographs, and make the information collected available to said property owners and the County. At least two seismograph measurements shall be recorded for each blast at two of the participating properties, or, if permission from neighboring property owners is not granted, on a location to be determined by the blasting contractor. Measurements shall be taken using

industry standard practices, and shall not exceed the curve shown on the following chart:



9. Hours of operation shall be limited to the following: Weekdays: 6:00 AM - 8:00 PM
Saturdays: 8:00 AM- 3:00 PM Sundays: Closed Holidays*: Closed. *Holidays shall mean holidays observed by Houston County Limits to hours of operation may be suspended by Houston County.
10. Excavation shall not occur below a depth of 1,200', except as part of an approved reclamation plan.

Conditional Use Request
2025-CUP-441931

Amount Paid
\$0.00

Applicant
Chris Priebe

Created
June 26, 2025

Number
2025-CUP-441931

G & K DEVELOPMENT L.C. |
130255000 | Spring Grove
Submitted by Chrisp@ggg.to on
6/26/2025



Applicant

Chris Priebe

5078671666

chrisp@ggg.to

Search Parcel Data Completed On Thursday, June 26, 2025 at 1:28 PM CDT by Chrisp@ggg.to

ParcelID	Address	City	OwnerName	Acres
130255000	22095 STATE 44	SPRING GROVE	G & K DEVELOPMENT L.C.	17.810

CONDITIONAL USE INTRO Completed On Thursday, June 26, 2025 at 1:29 PM CDT by Chrisp@ggg.to

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

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

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

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

Application Fee:

Conditional Use Application Fee

\$700.00

Recording Fee:

Recording Fee

\$46.00

Application Type:

Conditional Use

APPLICANT INFORMATION Completed On Thursday, June 26, 2025 at 1:31 PM CDT by Chrisp@ggg.to

Applicant Name

G & K DEVELOPMENT L.C.

Parcel Tax ID

130255000

Telephone Number

(563)382-2933

Address

22095 STATE 44

City

SPRING GROVE

Zip

55974

Legal Description

PT NE1/4 NE1/41 & ROAD EASEMENT 3.03A

Section-Township-Range

20-101-007

Do you own additional adjacent parcels

Yes

Township of:

Spring Grove

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

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

Yes

Township Contacts

TOWNSHIP	NAME	PHONE
Black Hammer	Clayton Johnson	507-450-6384
Brownsville	Christine Novak	507-459-0636
Caledonia	Judith Massman	507-458-3294
Crooked Creek	David Winnes	507-542-4515
Hokah	Delayne Vogel	608-397-6516
Houston	John Beckman	507-429-1745
Jefferson	Anne Falken	320-493-8629
La Crescent	Jason Wieser	507-429-0133
Mayville	Erin Hammell	608-225-1830
Money Creek	Paul Ledebuhr	507-458-7973
Mound Prairie	Colleen Tracy	507-459-3573
Sheldon	Wayne Runningen	507-450-0065
Spring Grove	Mike Wiste	507-450-4638
Union	Craig Frederick	608-769-9541
Wilmington	Melissa Schroeder	608-780-3998
Winnebago	Luke King	507-725-8816
Winnebago	Joyce Staggemeyer	507-542-4637

CONDITIONAL USE REQUEST Completed On Thursday, June 26, 2025 at 1:35 PM CDT by Chrisp@ggg.to

[Click here to view the Houston County Zoning Ordinance](#)

Describe in detail your request.

Limestone Aggregate Quarry Expansion

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

Section

Requested Dimension:

Ex. quarry 25.25 acres proposed expansion 11.37 acres total 36.62 acres

Please upload any supporting documents:

[20250626 CUP Submittal.pdf](#)

CONDITIONAL USE FINDING OF FACTS Completed On Thursday, June 26, 2025 at 1:40 PM CDT by Chrisp@ggg.to

[Click here to view the Houston County Zoning Ordinance](#)

Findings Required:

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

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

Yes

Comments:

The proposed quarry is located in an agricultural protection district. Mineral extraction is a conditional use allowed in the district. Mineral extraction is a temporary use, as the limestone aggregate is removed the quarry will be reclaimed to grassland. This can be utilized as agricultural pasture or open green space. Both uses conform to the Counties Land Use Plan.

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

Yes

Comments:

Quality limestone aggregate is in high demand for use in public and private infrastructure projects. The quarry operated to the south has a limited supply of quality aggregate remaining. This quarry will need to be operational at the time the source is depleted across the road.

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

Yes

Comments:

Excavations are proposed to be above the water table. This will limit potential to degrade the water quality of the county.

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

Yes

Comments:

The quarry is generally the high point of the area which limits off-site stormwater entering this site. The screening berms will divert off-site stormwater around the mining area as to not co-mingle with on-site stormwater.

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

Yes

Comments:

On-site soils/overburden will be stripped, stockpiled, and utilized for reclamation once quarry operations are complete.

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

Yes

Comments:

The site will have a NPDES permit active prior to any land disturbing activities.

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

Yes

Comments:

The utilities, access roads, drainage areas are available to the site.

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

Yes

Comments:

All parking will be within the quarry.

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

Yes

Comments:

Traffic will be entering and exiting throughout the day. This will aid in multiple vehicles entering or exiting at the same time. This should limit congestion on the highway access point.

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

Yes

Comments:

The quarry proposes to meet all setbacks within the agricultural protection district. Hours of operation will minimize conflicts with any adjacent properties.

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

Yes

Comments:

Adjacent properties are agricultural in nature. The proposed quarry will not impede the development and/or improvement of surrounding properties.

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

Yes

Comments:

The quarry itself will be shielded from dust and noise pollution with the quarry face being 25 to 45 feet in height. Hours of operation will minimize noise issues. Wet suppression may also be utilized for dust control.

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

N/A

Comments:

Residential development density standards would not be applicable to this development.

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

Yes

Comments:

The development of the limestone aggregate quarry is in line with the area in which it is proposed.

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

Yes

Comments:

The quarry site was chosen due to its access to paved roads, the limestone aggregate deposit, and the zoning district in which it lays. The quarry will have minimal impacts on the public's health, safety, morals, and general welfare.

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

Upload Site Plan

02 QUARRY MAPS.pdf

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

Sketch Layer

Reference Layer

Mapproxy



Powered by Esri

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

APPLICATION SUBMITTAL Completed On Thursday, June 26, 2025 at 1:41 PM CDT by Chrisp@ggg.to

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

Yes

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

Yes

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

Yes



Date Signed:

6/26/2025

Check this box if Staff Signature on behalf of Applicant.

Email APPLICATION SUBMITTAL Completed On Thursday, June 26, 2025 at 1:41 PM CDT by Chrisp@ggg.to

RESEND EMAIL

Delivered on Thursday, June 26, 2025 at 1:41 PM CDT

Options

Send to the applicant? Yes

Send to members of the following roles:

Zoning

County Board

Recipients

To:

jeremy.burt@co.houston.mn.us

michelle.burt@co.houston.mn.us

holly.felten@co.houston.mn.us

amelia.meiners@co.houston.mn.us

cindy.wright@co.houston.mn.us

eric.johnson@co.houston.mn.us

robert.schuldt@co.houston.mn.us

kurt.zehnder@co.houston.mn.us

chrisp@ggg.to

Subject: Parcel 130255000 Conditional Use Application Received

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

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

Once payment is received your application will be reviewed and you will be contacted by staff if there are questions.

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

Number: 2025-CUP-441931

Workflow: Conditional Use Request

Description: G & K DEVELOPMENT L.C. | 130255000 | Spring Grove

Created On: 6/26/2025

[View Application](#)

External Notes

Documents

Internal Notes

Documents

SUBMITTED BY APPLICANT
EXISTING QUARRY OPERATIONS OVERVIEW EXHIBIT



VICINITY MAP
NOT TO SCALE



- PROPOSED AREA SUMMARY:**
- EXISTING QUARRY CUP 418 25.25 ACRES
 - QUARRY FLOOR 12404' ±
 - PROPOSED QUARRY EXPANSION 11.37 ACRES
 - PROPOSED QUARRY FLOOR 12404'
 - TOTAL PROPOSED OPERATION 36.62 ACRES
 - QUARRY TO OPERATE ABOVE GROUNDWATER ELEV. OF 1235.

- EXISTING CONDITIONS MAP SUMMARY:**
1. EXISTING CONTOURS ARE SHOWN AT 5' INTERVALS.
 2. EXISTING QUARRY OPERATIONS IN THE QUARRY IMPOUNDED WATER HAS BEEN DRAINED, EXPOSING THE CRANES AND UNDERLYING WOODS AREAS AND CULTIVATED FIELDS.
 3. THE UNDERLYING AERIAL PHOTO REFLECTS THE EXISTING WOODS AREAS AND CULTIVATED FIELDS.
 4. THE EXISTING SCALE HOUSE IS SHOWN AND WILL BE UTILIZED. THE EXISTING BARN IN THE EXPANSION AREA WILL BE REMOVED.
 5. THE EXISTING ACCESS IS OFF OF HIGHWAY 44 AS SHOWN.

- CUP-379 SUMMARY:**
- 2016 CUP 379 WAS ISSUED WITH 16 CONDITIONS
 - 2020 CUP 379 WAS AMENDED TO REMOVE THE 16TH CONDITION
 - 2023 THE 50' PROPERTY LINE SETBACK WAS SIGNED BY JC FARMS THE PROPERTY OWNER TO THE EAST.

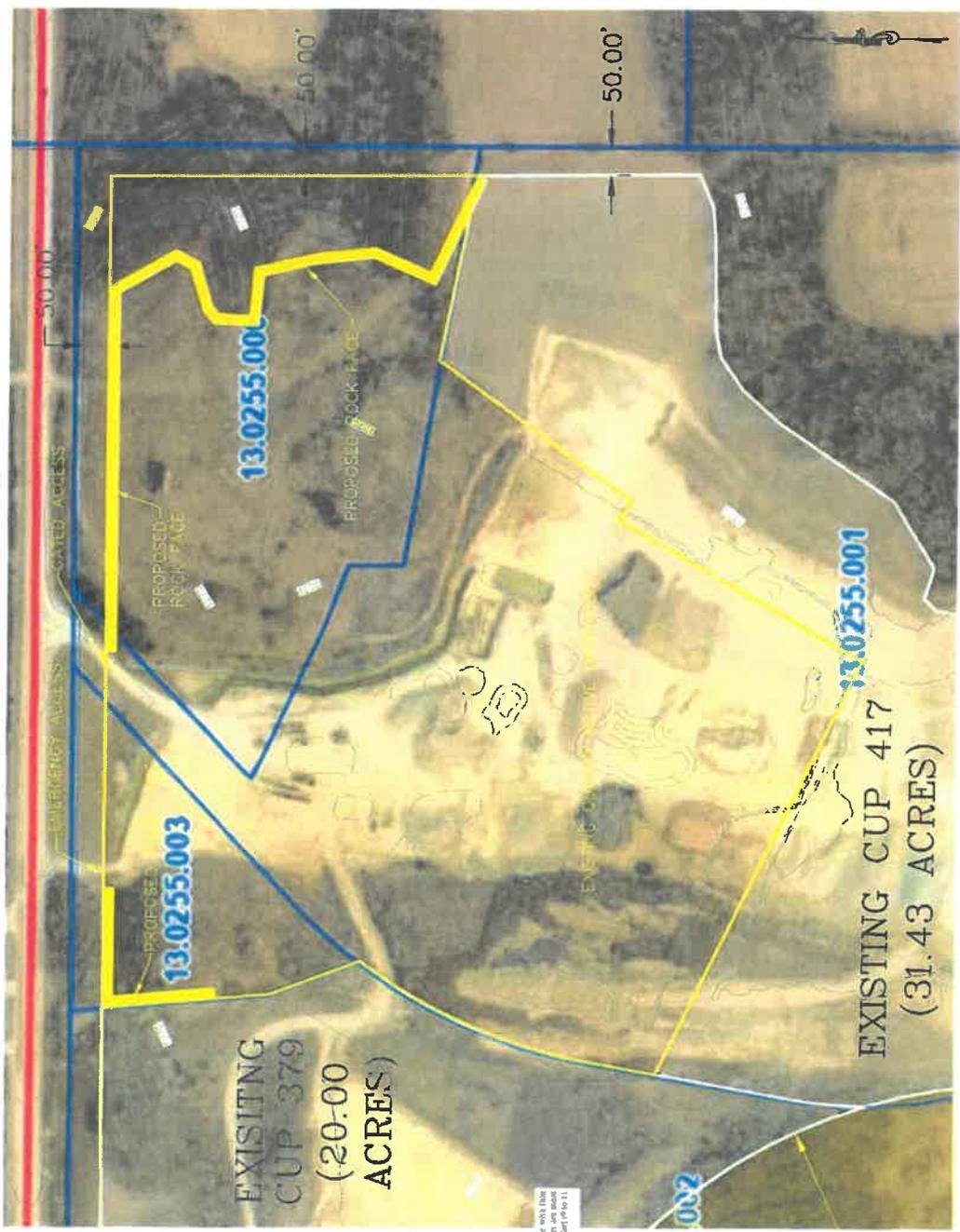
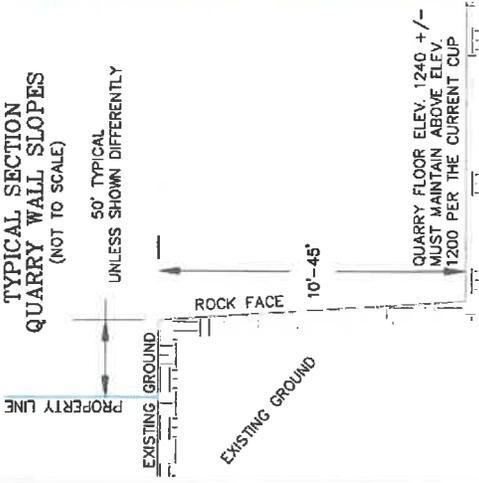
- CUP-417 SUMMARY:**
- 2019/2020 CUP 417 WAS ISSUED AND RECORDED AS 28.45 ACRES WITH 11 CONDITIONS
 - 2024 CUP 417 WESTERLY BOUNDARY WAS AMENDED TO REMOVE THE 50' SETBACK. THE 2024 APPROVED ADREAGE IS 31.43 ACRES.

- CUP-418 SUMMARY:**
- 2019/2020 CUP 418 WAS ISSUED AND RECORDED AS 23.98 ACRES WITH 10 CONDITIONS
 - 2024 CUP 418 WESTERLY BOUNDARY WAS AMENDED TO REMOVE THE 50' SETBACK. THE 2024 APPROVED ADREAGE IS 25.25 ACRES.
 - 2025 ADDITIONAL PROPERTY TO BE ACQUIRED FROM JBC FARMS. THE CUP IS PROPOSED TO EXPAND AND ADDITIONAL 11.33 ACRES FOR A TOTAL ADREAGE OF 36.57 ACRES.

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 1000 W. 10TH ST. SUITE 100
 DENVER, CO 80202
 (303) 733-1111
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QUARRY OPERATIONS EXHIBIT

SUBMITTED BY APPLICANT



Copyright MapInfo (Cyrus Data) - Roadlines represent data with the lowest of 10m resolution. Machine work are made available in the field. The maximum elevation is 2010.55 feet (613 meters).

- OPERATIONS MAP SUMMARY.**
1. MAXIMUM AREA TO BE EXCAVATED IS OUTLINED IN YELLOW.
 2. VERTICAL PROFILE IS SHOWN ABOVE IN A TYPICAL SECTION.
 3. ALL EXCAVATION SHALL BE SHOWN ABOVE ATLAS AS SHOWN ABOVE.
 4. THE SCALE HOUSE IS LOCATED ON THE EXISTING QUARRY FLOOR.
 5. THE SCALE HOUSE SHALL BE THE ONLY STRUCTURE WITHIN THE QUARRY.
 6. ALL MINED MATERIALS WILL BE LOCATED ON THE QUARRY FLOOR WITH A MAXIMUM HEIGHT OF 25' THROUGHOUT THE QUARRY DEPENDING ON THE ACTIVE MINING AREA. ALL MACHINERY WILL BE STORED ON-SITE NOT IN PUBLIC ROADWAYS.
 7. STOCKPILES WILL MOVE THROUGHOUT THE QUARRY DEPENDING ON THE ACTIVE MINING AREA.
 8. ALL VEHICLE PARKING WILL BE LOCATED WITHIN THE QUARRY.
 9. ALL STOCKPILES WILL BE STORED WITHIN THE QUARRY.
 10. ALL STOCKPILES WILL BE STORED WITHIN THE QUARRY.
 11. INGRESS AND EGRESS WILL BE ON HIGHWAY 44 AT THE EXISTING QUARRY ACCESS POINT.
 12. MACHINERY, EXCAVATIONS, AND STOCK PILES ARE ALL PROPOSED TO MEET THE 50' SETBACK.

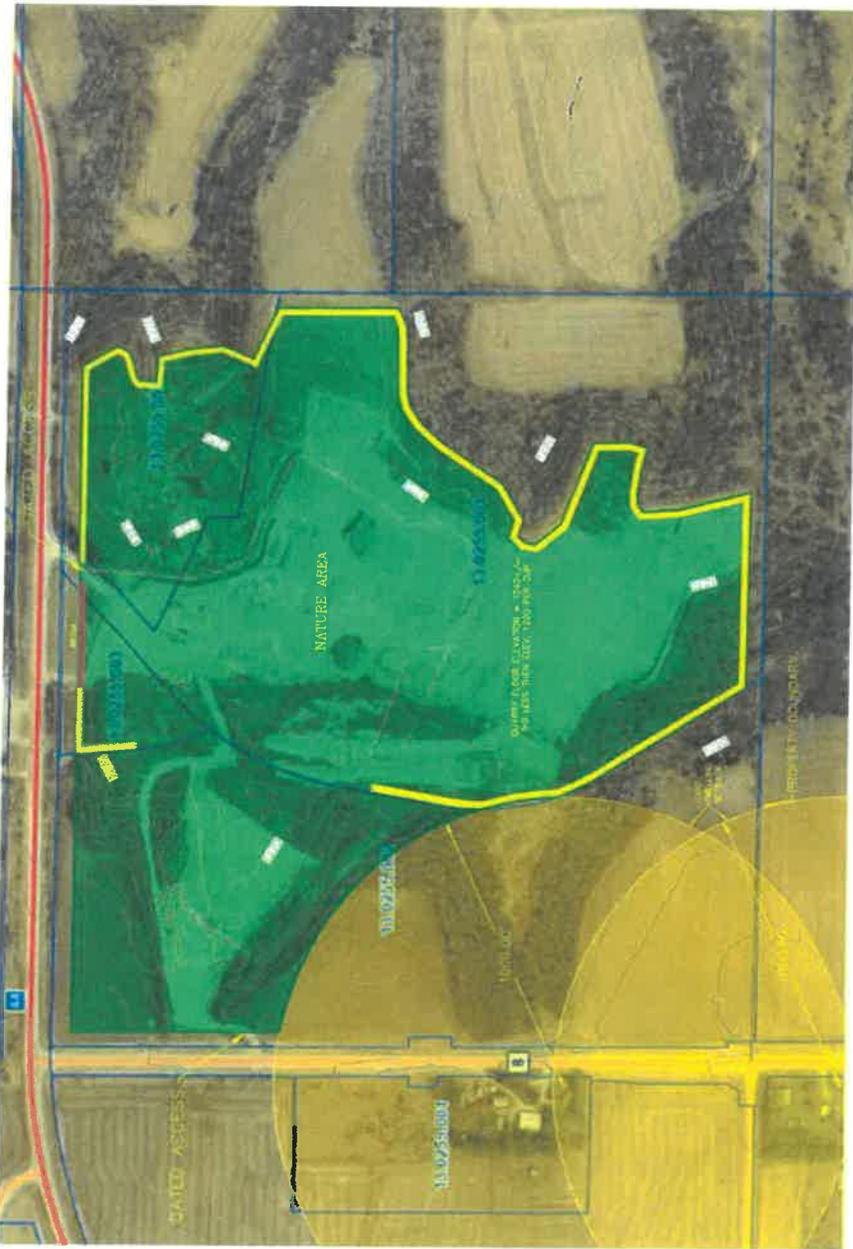
CUP 418:

- CUP WILL CONTINUE TO OPERATE IN ACCORDANCE WITH ALL 10 APPROVED CONDITIONS.
- STOCKPILES WILL MOVE THROUGHOUT THE QUARRY FLOOR DURING THE MINING OPERATION.

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED CUP 418 BOUNDARY
- ADVANT CUP BOUNDARY
- PROPOSED QUARRY WALL

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 FAX: 908.438.1235
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PROPOSED QUARRY RECLAMATION EXHIBIT



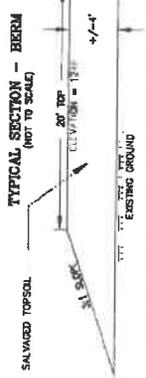
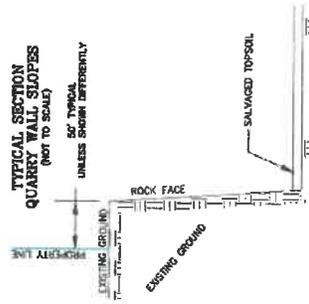
- LEGEND**
- QUARRY BOUNDARY
 - PROPOSED RECLAMATION BOUNDARY
 - PROPOSED QUARRY WALL 3/4:1 SLOPE
 - RECLAMATION AREA

Underpass Quarry
Reclamation Estimate

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL	AMOUNT
1. Crown Elevation	5250	CY	\$2.00	\$10,500.00	\$10,500.00
2. Substrate in section material (excavated and placed in order to meet reclamation goals)	2500	CY	\$2.00	\$5,000.00	\$15,500.00
3. Seed, fertilizer and mulch	24.62	TON	\$230.00	\$5,662.60	\$21,162.60
4. Infrastructure materials & equipment (ground marks, signs, gate facility)	1	LS	\$12,500.00	\$12,500.00	\$33,662.60
				Total =	\$33,662.60

RECLAMATION MAP SUMMARY:

- FINAL GRADES SHALL BE LESS THAN 18% WITH THE EXCEPTION OF THE QUARRY FACE. FINAL FLOOR ELEVATION IS > 1240.0 EXACT ELEVATION WILL VARY BASED ON VOLUME OF OVERBURDEN REMAINING.
- 18% SLOPE OR GREATER EQUIVALENT TO CREATE A GRASSY HABITAT.
- NO STRUCTURES SHALL BE CONSTRUCTED AS PART OF THE RECLAMATION PLAN.



- NOTES:**
- RECLAMATION MUST COMMENCE WITHIN 90 DAYS AFTER THE TERMINATION OF THE MINING OPERATION AND OR EXPIRATION OF THE PERMIT.
 - TEAR DOWN AND REMOVE ANY STRUCTURES FROM MINING OPERATIONS OFF SITE.
 - SALVAGED TOPSOIL MUST BE USED TO CREATE THE PROPOSED BERM, LOCATED AT THE NORTH SIDE OF THE QUARRY. SEE TYPICAL SECTION - BERM.
 - ALL REMAINING SALVAGED TOPSOIL SHALL BE SPREAD ACROSS THE QUARRY FLOOR AT A MINIMUM THICKNESS OF 6".
 - THE PERIMETER FENCE (IF ANY) SHALL REMAIN IN PLACE.

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**Underpass Quarry – Existing CUP 418
Bruening Rock Products Application Supplemental**

Criteria for Granting Conditional Use Permits

1. The proposed quarry is located in an agricultural protection district. Mineral extraction is a conditional use allowed in the district. Mineral extraction is a temporary use, as the limestone aggregate is removed the quarry will be reclaimed to grassland. This can be utilized as agricultural pasture or open green space. Both uses conform to the Counties Land Use Plan.
2. Quality limestone aggregate is in high demand for use in public and private infrastructure projects. The quarry operated to the south has a limited supply of quality aggregate remaining. This quarry will need to be operational at the time the source is depleted across the road.
3. Excavations are proposed to be above the water table. This will limit potential to degrade the water quality of the county.
4. The quarry is generally the high point of the area which limits off-site stormwater entering this site. The screening berms will divert off-site stormwater around the mining area as to not co-mingle with on-site stormwater.
5. On-site soils/overburden will be stripped, stockpiled, and utilized for reclamation once quarry operations are complete.
6. The site will have a NPDES permit active prior to any land disturbing activities.
7. The utilities, access roads, drainage areas are available to the site.
8. All parking will be within the quarry.
9. Traffic will be entering and exiting throughout the day. This will aid in multiple vehicles entering or exiting at the same time. This should limit congestion on the highway access point.
10. The quarry proposes to meet all setbacks within the agricultural protection district. Hours of operation will minimize conflicts with any adjacent properties.
11. Adjacent properties are agricultural in nature. The proposed quarry will not impede the development and/or improvement of surrounding properties.
12. The quarry itself will be shielded from dust and noise pollution with the quarry face being 25 to 45 feet in height. Hours of operation will minimize noise issues. Wet suppression may also be utilized for dust control.
13. Residential development density standards would not be applicable to this development.
14. The development of the limestone aggregate quarry is in line with the area in which it is proposed.
15. The quarry site was chosen due to its access to paved roads, the limestone aggregate deposit, and the zoning district in which it lays. The quarry will have minimal impacts on the public's health, safety, morals, and general welfare.

Houston County Zoning Ordinance Section 27 – Mineral Extraction.**Section 27.6 Conditional Use Permit Required****Subd. 1. Application for Permit**

1. The applicant and operator contact shall be:
Bruening Rock Products, Inc
Attn: Ronald Fadness (General Counsel)
900 Montgomery Street
P.O. Box 127
Decorah, IA 52101
(563) 682-2933
The lease agreements for the property are attached
2. A Quarry Boundary Exhibit with the boundary description is attached.
3. An Existing Conditions Map is attached
4. An Operation Plan and Map are attached.
5. A Reclamation Plan and Map are attached.
6. Proposed material to be excavated is overburden material, road rock, and construction rip rap. Material will be excavated using common construction equipment. It will be run through a crusher and a screener for size. Material will be stored in stockpiles on-site. Blasting is proposed and depending on demand for material is proposed 1 to 3 times a year. This will be contracted to a licensed blasting contractor. The quarry is proposed to operate up to 5-10 years.
7. Overburden on-site averages 15' in depth.

Section 27.7 Existing Conditions Map**Subd. 1. Information Required on the Existing Conditions Map.**

All information required is depicted and outlined on the attached Existing Conditions Map.

Section 27.8 Operations Performance Standards**Subd. 1 General Requirements**

1. **Compliance.** The mining Operation shall follow all Federal, State, and local laws and ordinances.
2. **Operation of Equipment.** All equipment shall be constructed and maintained to minimize, as far as practicable, noises and vibrations.
3. **Explosives.** No explosives shall be stored on-site. The operator is proposing to utilize a licensed blasting contractor. The contractor shall follow all federal, state, and local laws and regulations.
4. **Mine Area Standards.** The quarry proposed will be a maximum of 36.6 acres under this CUP. The existing quarry is 25.25 acres and the proposed expansion is 11.37 acres.
5. **Mine Density Standards.** The quarry proposed is a limestone aggregate quarry.

Subd. 2. Vegetation.

1. **Removal of Trees and Shrubs.** All existing vegetation shall remain in place until the area is to be mined. Vegetation removal and stripping will be completed in phases as the quarry operation move from west to east.
2. **Weeds and Noxious Vegetation.** The quarry site will be maintained for noxious vegetation.

3. **Preservation of Existing Trees and Ground Cover.** The quarry will maintain a minimum of 50' vegetated buffer along highway 44 with exception of the access locations where trees will hinder site distance.

Subd. 3. Access

1. **Jurisdiction.** The existing quarry access is from Highway 44. There are no new access points proposed.
2. **Avoid Residential Streets.** Access is not proposed on any residential streets.
3. **Access Signage.** Quarry signage will be constructed at the entrance.
4. **Spillage on Roadways.** All trucks will be loaded in accordance with their specific specifications. Any road spillage will be cleaned from the roadways.
5. **Dust.** Highway 44 is a paved road.

Subd. 4. Water Resources.

1. **Drainage Interference Prohibited.** All quarry drainage will be contained on-site. The quarry will not impound waters on adjacent properties.
2. **Surface and Subsurface Water Quality.** The mining operation shall be above the water table and all surface water will be collected in the low points of the quarry to allow settling of solids on-site.
3. **Non-degradation of Surface Water.** The mining site is generally the high point of the area which limits off-site stormwater entering this site. The screening berms will divert off-site stormwater around the mining area as to not co-mingle with on-site stormwater.

Subd. 5. Safety Fencing

The proposed quarry is not adjacent to a residential zone and is not within 300 feet of two or more residential structures.

Subd. 6. Screening

1. **Residential and Commercial Properties.** The proposed quarry and adjacent properties are all zoned Agricultural Protection.
2. **Dwellings in Agricultural Protection Districts.** There is 1 dwelling within 1000 feet of the proposed quarry. Documentation is attached for the exemption of the quarry setback to the dwelling. There is a min. of a 50' quarry buffer proposed along all property lines. This will remain vegetated.
3. **Public Roads.** The quarry will maintain a minimum of 50' vegetated buffer along highway 44 with exception of the access locations where trees will hinder site distance.

Subd. 7. Setback Requirements

1. **Prohibited in District.** NA
2. **Residentially Zoned.** NA
3. **Adjoining Property Line.** The quarry proposes a min. of a 50' setback for excavations to all property lines.
4. **Excavating or Stockpiling.** The quarry proposes to maintain a 100' excavation and stockpiling setback to Highway 44.
5. **Public Waters.** NA
6. **Dust and Noise.** All applicable dwellings are greater than 1000' to any proposed mining expansion where processing and loading will take place.
7. **Dwellings.** NA

Subd. 8 Appearance

All buildings and structures will be maintained.

Subd. 9 Days of Operation

All mining operations will be conducted Monday – Saturday except for legal holidays.

Subd. 10 Dust.

All equipment used for mining operations will be constructed, maintained and operated in such a manner as to minimize dust conditions as far as practicable.

27.9 Operation Plan**Subd. 1 Operation Plan Requirements.**

1. **Estimated Life Expectancy.** The life expectancy of the proposed quarry is expected to be 30+ years.
2. **Material to be mined.** Limestone aggregate
3. **On-Site Processing.** Material will be excavated using common construction equipment. It will be run through a crusher and a screener for size. Material will be stored in stockpiles on-site. If washing takes place. On-site water will be utilized. If the threshold for an appropriations permit is to be met a DNR water appropriation permit will be acquired.
4. **Days and hours of operations.** Quarry operations may be conducted Monday through Saturday, except for legal holidays. Hours of operation are 6:00 am and 8:00 pm.
5. **Haul routes.** Trucks will head east or west on highway 44 depending on the end user.
6. **Soil erosion and sediment control plan.** This quarry will have a NPDES permit active prior to mining activities. All existing vegetation will remain in place until quarry operations reach the area. All contact stormwater will be contained on-site. Overburden stockpiles shall be seeded when not in use to prevent erosion.
7. **A dust and noise control plan.** The quarry itself will be shielded from dust and noise pollution with the quarry face being 25 to 45 feet in height. Hours of operation will minimize noise issues. Wet suppression may also be utilized for dust control.

Subd. 2 Operations Map

All information required is depicted and outlined on the attached proposed operations map.

27.10 Reclamation Plan**Subd. 1 Reclamation Plan Required**

The reclamation plan is outlined below and on the attached Reclamation Plan Maps.

Subd. 2. Reclamation Plan Commencement Requirement

Reclamation shall commence within 3 months of one of the following happenings:

- a) Termination of the mining operation
- b) After the mining operation has been abandoned for 6 months.
- c) After the mining permit has been expired.

Subd. 3. Reclamation Plan Standards.

1. **Removal of Buildings and Structures.** All building, structures and plants incidental to the mining operation shall be dismantled and removed by, and at the expense of the mining operator.
2. **Grading and Filling.** The quarry shall be graded and back filled to create gently rolling topography which will minimize erosion. With exception to the exposed face of the quarry all slopes shall be less than 18%.
3. **Soil Quality.** On-site salvaged topsoil shall be spread across the quarry floor at a minimum thickness of 6".
4. **Ground Cover.** All disturbed areas are to be covered in salvaged topsoil and seeded with MnDOT mixture 330 at 84.5 lbs./acre or an approved equivalent.
5. **Ponds.** Any areas excavated to a water producing depth shall be less than 10 feet in depth and a maximum slope of 3:1.
6. **Finish Grades.** The reclaimed quarry grade is to be a gradual grade greater than elevation 1240.0. The quarry floor shall be a green space that creates grassland habitat.

Subd. 4. Reclamation Plan.

The proposed end use of the proposed quarry will be grassland to be used as animal habitat. Outlined above are the standards in accordance to the Houston County zoning ordinance.

Once quarry operations have been completed the operator will be responsible for the removal of all internal roads, scale, scale house, and machinery (miscellaneous removals). The site shall then be graded per the reclamation map (common excavation). Once mass grading is complete 6" salvaged topsoil shall be spread across all disturbed areas (salvaged topsoil respread). Upon completion of topsoil spreading the entire site shall be seeded, mulched, and fertilized in accordance with the latest Minnesota Manual for Erosion Control and MnDOT Regulations. Vegetation shall be inspected at 6 months and 12 months, noxious weeds shall be removed and non-vegetated areas reseeded as needed (seed, fertilize and mulch).

The reclamation estimate is included on the reclamation plan map.

Subd. 5. Reclamation Plan Map.

All information required is depicted and outlined on the attached proposed reclamation map

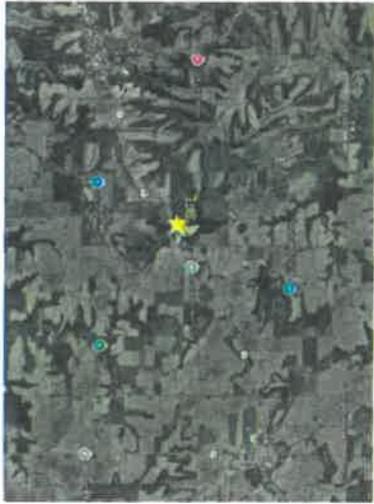
Subd. 6. Changes in the Reclamation Plan.

All changes in the approved reclamation plan shall be approved by the operator and the County Planning Agency.

27.11 Performance Bond Required.

The operator agrees to a performance bond for reclamation based on the estimated reclamation cost.

SUBMITTED BY APPLICANT
EXISTING QUARRY OPERATIONS OVERVIEW EXHIBIT



VICINITY MAP
NOT TO SCALE

PROPOSED AREA SUMMARY:

- EXISTING QUARRY CUP 418 25.25 ACRES
- QUARRY FLOOR 1240H/1240I
- PROPOSED QUARRY EXPANSION 11.37 ACRES
- PROPOSED QUARRY FLOOR 1240H
- TOTAL CUP PROPOSED OPERATION 36.62 ACRES
- QUARRY TO OPERATE ABOVE GROUNDWATER ELEV. OF 1235.

EXISTING CONDITIONS MAP SUMMARY:

1. EXISTING CONTOURS ARE SHOWN AT 5' INTERVALS.
2. THERE ARE NO WETLANDS ON-SITE. THE QUARRY IMPOUNDED WATER HAS BEEN DRAINED UTILIZING THE DRAINAGE OUTLET STRUCTURE.
3. THE PHOTO DEPICTS THE EXISTING WOODED AREAS AND CULTIVATED FIELDS.
4. THE EXISTING SCALE HOUSE IS SHOWN AND WILL BE UTILIZED. THE EXISTING BARN IN THE EXPANSION AREA WILL BE REMOVED.
5. THE EXISTING ACCESS IS OFF OF HIGHWAY 44 AS SHOWN.

CUP 379 SUMMARY:

- 2016 CUP 379 WAS ISSUED WITH 16 CONDITIONS
- CONDITION 13 REQUIRES ALL EXCAVATION SHALL BE CONTAINED IN LESS THAN 20 ACRES.
- 2023 THE 50' PROPERTY LINE SETBACK WAIVER WAS SIGNED BY JC FARMS THE PROPERTY OWNER TO THE EAST.

CUP 417 SUMMARY:

- 2019/2020 CUP 417 WAS ISSUED AND RECORDED AS 29.45 ACRES WITH 11 CONDITIONS
- 2024 CUP 417 WESTERLY BOUNDARY WAS AMENDED TO REMOVE THE 50' SETBACK. THE 2024 APPROVED ACREAGE IS 31.43 ACRES.

CUP 418 SUMMARY:

- 2018/2020 CUP 418 WAS ISSUED AND RECORDED AS 23.98 ACRES WITH 10 CONDITIONS
- 2024 CUP 418 WESTERLY BOUNDARY WAS AMENDED TO REMOVE THE 50' SETBACK. THE 2024 APPROVED ACREAGE IS 25.25 ACRES.
- 2025 ADDITIONAL PROPERTY TO NE WAS ACQUIRED FROM J&C FARMS. THE CUP IS PROPOSED TO EXPAND AN ADDITIONAL 11.37 ACRES FOR A TOTAL ACREAGE OF 36.57 ACRES.



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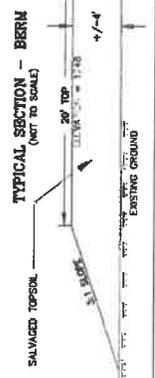
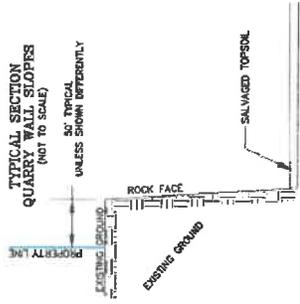
PROPOSED QUARRY RECLAMATION EXHIBIT



LEGEND
 PROPERTY BOUNDARY
 EXISTING QUARRY BOUNDARY
 PROPOSED QUARRY WALL 1/4% SLOPE
 RECLAMATION AREA

ITEM DESCRIPTION	QUANTITY	UNIT	PRICE	SUBTOTAL
1. Excavate & backfill	205,000	CU YD	85.00	17,425,000.00
2. Backfill in excess material excavated and placed on site for use in other areas	205,000	CU YD	85.00	17,425,000.00
3. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
4. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
5. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
6. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
7. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
8. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
9. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
10. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
11. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
12. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
13. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
14. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
15. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
16. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
17. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
18. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
19. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
20. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
21. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
22. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
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30. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
31. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
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41. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
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62. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
63. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
64. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
65. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
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79. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
80. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
81. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
82. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
83. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
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95. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
96. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
97. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
98. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
99. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00
100. Backfill (topsoil replacement)	205,000	CU YD	85.00	17,425,000.00

RECLAMATION MAP SUMMARY:
 1. FINAL RECLAMATION SHALL BE LESS THAN 18K WITH THE EXCEPTION OF THE QUARRY FACE. FINAL FLOOR ELEVATION IS 1240.0. EXACT ELEVATION WILL VARY BASED ON VOLUME OF OVERBURDEN REMAINING.
 2. THE SITE SHALL BE SEEDED WITH MINDOT SEED MIXTURE 330 AT 84.5 LBS/ACRE OR APPROVED EQUIVALENT TO CREATE A GRASSY HABITAT.
 3. NO STRUCTURES SHALL BE CONSTRUCTED AS PART OF THE RECLAMATION PLAN.



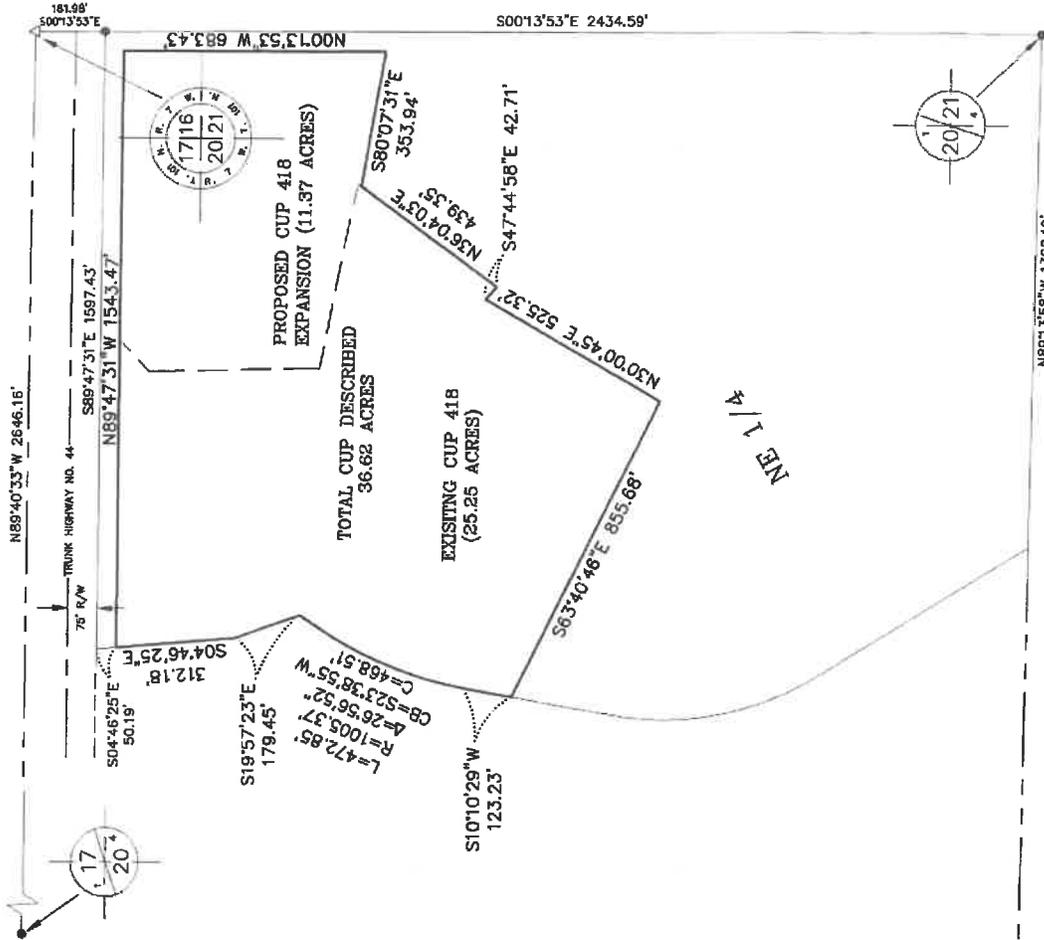
- NOTES:
1. RECLAMATION MUST COMMENCE WITHIN 90 DAYS AFTER THE TERMINATION OF THE MINING OPERATION AND OR EXPIRATION OF THE PERMIT.
 2. TEAR DOWN AND REMOVE ANY STRUCTURES FROM MINING OPERATIONS OFF SITE.
 3. SALVAGED TOPSOIL MUST BE USED TO CREATE THE PROPOSED BERM, LOCATED AT THE NORTH SIDE OF THE QUARRY. SEE TYPICAL SECTION - BERM.
 4. ALL REMAINING SALVAGED TOPSOIL SHALL BE SPREAD ACROSS THE QUARRY FLOOR AT A MINIMUM THICKNESS OF 6".
 5. THE PERIMETER FENCE (IF ANY) SHALL REMAIN INPLACE.

G-Cubed
 ENGINEERING
 SURVEYING
 ARCHITECTURE
 PLANNING
 LANDSCAPE ARCHITECTURE
 1000 W. 10TH ST.
 MILWAUKEE, WI 53233
 TEL: 414.224.1111
 FAX: 414.224.1112
 WWW.GCUBED.COM

CUP 418 DESCRIPTION EXHIBIT

SECTION 20

T. 101 N., R. 7 W.



That part of the Northeast Quarter of Section 20, Township 101 North, Range 7 West, Houston County, Minnesota, described as follows:
 Commencing at the northeast corner of said Northeast Quarter; thence on an assumed bearing of South 00°13'53" East, along the east line of said Northeast Quarter, 181.98 feet to the south right of way line of Trunk Highway No. 44; thence North 89°47'31" West, along said south right of way line, 1597.43 feet; thence South 04°46'25" East 50.19 feet to the point of beginning; thence continuing South southwesterly 472.85 feet; thence South 19°57'23" East 179.45 feet; thence said curve has a radius of 1005.37 feet, a central angle of 26°56'52", and the chord of said curve bears South 23°38'55" West 468.51 feet; thence South 10°10'29" West, tangent to said curve, 123.23 feet; thence South 63°40'46" East 855.68 feet; thence North 30°00'45" East 525.32 feet; thence South 47°44'58" East 42.71 feet; thence North 36°04'03" East 439.35 feet; thence South 80°07'31" East 353.94 feet; thence North 00°13'53" West, parallel to the east line of said Northeast Quarter, 683.43 feet; thence North 89°47'31" West, parallel to said south right of way line of Trunk Highway No. 44, a distance of 1543.47 feet to the point of beginning.
 The above described parcel contains 36.62 acres and is subject to any easements, covenants and restrictions of record.



- SPIKE SET
- IRON PIPE WITH PLASTIC CAP
- STAMPED LS 21940 SET
- FOUND MONUMENT
- △ COMPUTED POINT



G-Cubed
 ENGINEERING
 SURVEYING
 PLANNING
 14070 Hwy 52 S.E.
 Chatfield, MN 55923

DATE OF SURVEY: 8-1-19
 Prepared For:
 Curt Roventud
 PO Box 342
 Spring Grove, MN 55974
 Ph: 507-267-2888
 Fax: 507-267-2885
 www.gcpd.com

SHEET 1 OF 1 FILE NO. 18-006

**View Summary for Completed eCRV ID 1719985 1719985****County:Houston Auditor ID:1719985***Submit Date: 12/12/2024 10:25 AM Accept Date: 12/27/2024 2:43 PM***Buyers Information**

Organization name: **G & K Development, L.C.**
Address: **PO Box 127, Decorah, IA 52101 United States**
Foreign address: **No**
Phone number: **(563) 382-2933**
Email:

**** MN Revenue does not display SSN/Tax ID fields due to privacy. ******Sellers Information**

Organization name: **J & C Farms, Inc.**
Address: **103 2nd Ave SE, Spring Grove, MN 55974 United States**
Foreign address: **No**
Phone number: **(507) 498-3238**
Email:

**** MN Revenue does not display SSN/Tax ID fields due to privacy. ******Property Information**

County: **Houston**
Legal description:

That part of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 20-101-7, Houston County, Minnesota, described as follows: Beginning on the East line of said section 20 at its intersection with the South right-of-way line of State Trunk Highway Number 44; thence North 84 degrees 56 minutes West along the South line thereof 818.92 feet; thence South 51 degrees 43 minutes West, 478.42 feet; thence South 59 degrees 39 minutes East, 311.40 feet; thence South 63 degrees 38 minutes East, 123.53 feet; thence South 4 degrees 32 minutes West, 103.67 feet; thence South 75 degrees 16 minutes East, 785.72 feet; thence North 4 degrees 39 minutes 4 seconds East, 741.91 feet to the point of beginning. Subject to a one rod wide roadway easement described as follows: Commencing at the above point of beginning; thence North 84 degrees 56 minutes West, 426.00 feet to the point of beginning of this easement. Thence continue North 84 degrees 56 minutes West 392.92 feet. Thence South 51 degrees 43 minutes West, 24.04 feet. Thence South 84 degrees 56 minutes East, 410.40 feet. Thence North 5 degrees 04 minutes East, 16.50 feet to the point of beginning. Parcel No. 13-0255-000 Contains 14.51 acres more or less. AND That part of the Northeast Quarter (NE 1/4) of Section 20-101-7, Houston County, Minnesota, described as follows: Commencing on the East Line of said Section Twenty (20) at its intersection with the South right-of-way line of State Highway number forty-four (44); thence North 84 degrees 56 minutes West along the South line thereof 818.92 feet to the point of beginning; thence continue North 84 degrees 56 minutes West, 145.68 feet; thence South 51 degrees 43 minutes West 586.05 feet to the point of a curve concave to the Southeast, having a central angle of 36 degrees 40 minutes and a radius of 1005.37 feet; thence Southwesterly along the arc of said curve 643.39 feet. The chord of said arc bears South 33 degrees 23 minutes West, 632.47 feet; thence South 15 degrees 03 minutes West, 380.90 feet to the point of a curve concave to the East having a central angle of 41 degrees 56 minutes and a radius of 766.78 feet; thence southerly along the arc of said curve 561.19 feet. The chord of said arc bears South 5 degrees 55 minutes East, 548.75 feet; thence South 26 degrees 53 minutes East, 646.48 feet; thence South 84 degrees 26 minutes 37 seconds East, 1327.83 feet; thence North 4 degrees 39 minutes 04 seconds East, 1691.00 feet; thence North 75 degrees 16 minutes West, 785.72 feet; thence North 4 degrees 32 minutes East, 103.67 feet; thence North 63 degrees 38 minutes West, 123.53 feet; thence North 59 degrees 39 minutes West, 311.40 feet; thence North 51 degrees 43 minutes East, 478.42 feet to the point of beginning. Said parcel has a one rod access easement described as follows: Beginning at the above

point of beginning; thence South 51 degrees 43 minutes West, 24.04 feet; thence South 84 degrees 56 minutes East, 410.40 feet; thence North 5 degrees 04 minutes East, 16.50 feet; thence North 84 degrees 56 minutes West, 392.92 feet to the point of beginning. Parcel No. 13-0255-001 Contains 72.23 acres more or less. AND That part of the Northeast Quarter (NE 1/4) of Section 20-101-7, Houston County, Minnesota, described as follows: Commencing at a point of intersection of the East Line of said Section 20 with the Southerly right of way line of State Highway No. 44; thence on an assumed bearing of North 84 degrees 56 minutes West along said highway right of way line, 964.60 feet to the point of beginning; thence South 51 degrees 43 minutes West, 586.05 feet to the point of beginning of a tangential curve concave to the Southeast, having a radius of 1005.37 feet; thence Southwesterly along said curve 170.54 feet, central angle of 9 degrees 43 minutes 08 seconds, the chord of said curve has a bearing of South 46 degrees 51 minutes 26 seconds West; thence North 15 degrees 04 minutes 52 seconds West, and not tangent to said curve, 179.45 feet to a point marked by a one half inch Iron Pipe, distance 362.17 feet on a line bearing South 0 degrees 06 minutes 06 seconds West from a point marked by a one half inch iron pipe on the Southerly right of way line of said highway number 44, distant 632.82 feet Westerly of the point of beginning; thence North 0 degrees 06 minutes 06 seconds East, 362.17 feet to said point marked by a one half inch iron pipe on said Southerly Highway Right of way line; thence South 84 degrees 56 minutes East along said Southerly highway right of way line, 632.82 feet to the point of beginning. Parcel No. 13-0255-003 Containing 3.93 acres more or less.

Deeded acres:	94.57
Will use as primary residence:	No
What is included in the sale:	Land only
New construction:	No
<i>Property Location(s)</i>	
Property location:	XXX Hwy 44, Spring Grove TWP, 55974
<i>Preliminary Parcel IDs</i>	
Parcels to be split or combined:	No
Primary parcel ID:	13.0255.001
Additional parcel ID(s):	13.0255.000, 13.0255.003
<i>Use(s)</i>	
Planned use:	Other/Special Use / Gravel pit
Primary use:	Yes
Planned use:	Agriculture/Rural / Crop production /Row crops
Primary use:	No
Prior use:	Other/Special Use / Gravel pit

Prior use:	Agriculture/Rural / Crop production /Row crops	
Rental buildings:	0	Rental units: 0
Planned Use - Total farm acres:	94.57	Tillable acres: 5
Irrigated acres:	0	
Prior Use - Total farm acres:	94.57	Tillable acres: 5
Irrigated acres:	0	

Sales Agreement Information

Deed Type:	Warranty Deed		
Date of Deed or Contract:	12/06/2024		
Purchase amount:	\$1,300,000.00		
Downpayment amount:	\$1,300,000.00		
Seller-paid points:	\$0.00		
Delinquent Special Assessments and Delinquent Taxes Paid by Buyer:	\$0.00		
Financing type:	Cash		
<i>Personal Property</i>			
Personal property included:	No		
<i>Sales Agreement Questions</i>			
Buyer leased before sale:	Yes	Lease option to buy:	Yes
Seller leased after sale:	No	Minimum rental income guaranteed:	No
Partial interest indicator:	No	Contract payoff or deed resale:	No
Received in trade:	No	Like exchange (IRS section 1031):	Yes
Purchase over two years old:	No		

Supplementary Information

Buyer paid appraisal:	No	Appraisal value:	\$0.00
Seller paid appraisal:	No	Appraisal value:	\$0.00
Buyer and seller related:	No	Organization tax exempt:	No
Government sale:	No	Foreclosed, condemned or legal proceedings:	No
Gift or inheritance:	No	Name change:	No
Buyer owns adjacent property:	No		
Public promotion:	No		
Comment on public promotion:	Lessee/Lessor		
Significant different price paid:	No		
Comment on price difference:			

Submitter Information

Submit date:	12/12/2024 10:25:01 AM
Submitter:	Alexander Roverud
Organization:	Murphy and Roverud, PLLP

Email: jessica@caledonialaw.com
Phone number: (507) 725-3361
Comments:

Terms Accepted by the Submitter:

I declare under penalty of law that I have examined the information entered and submitted on this form, and, based on what I know and believe to be true, the information entered on this form is complete and correct.

County Data Information

County ID: 28
 Deed type code: Warranty Deed
 Deed document ID: 47794
 Sales agreement net amount: \$1,300,000.00

Sales Price Adjustment(s)

Property Attributes

Year structure built: Parcel new construction percent:
 Gross Building Area: Deeded acres: 94.57
 Parcel water influence: None
 Neighborhood code:
 Exempt wetland: No
 Exempt native prairie: No

Property Type(s)

Property Group: Agricultural
 Property Type: Agricultural - NonHomestead - Remaining
 Primary type: No Exempt: No
 Contributing parcels: 1

Property Group: Commercial
 Property Type: Commercial
 Primary type: Yes Exempt: No
 Contributing parcels: 2

Property Group: Rural Vacant
 Property Type: Rural Vacant - Remaining
 Primary type: No Exempt: No
 Contributing parcels: 2

County Assessment

Land value: \$103,900.00 Assessment Year: 2024
 Building value: \$0.00

Land value: \$401,600.00 Assessment Year: 2024
 Building value: \$0.00

Land value: \$151,000.00 Assessment Year: 2024
 Building value: \$0.00

Total market value: \$656,500.00

Agricultural (2a)/Rural (2b) Classification Breakdown

	(2a) Acres	(2a) EMV	(2b) Acres	(2b) EMV
Tilled	16.23	\$103,900.00	0.00	\$0.00
Pasture	0.00	\$0.00	0.00	\$0.00
Meadow	0.00	\$0.00	0.00	\$0.00
Waste	0.00	\$0.00	0.00	\$0.00
Woods	0.00	\$0.00	35.68	\$149,800.00
Exempt Wetland	0.00	\$0.00	0.00	\$0.00
Exempt Native Prairie	0.00	\$0.00	0.00	\$0.00
Ditch/Road	0.00	\$0.00	0.00	\$0.00
Other	0.00	\$0.00	0.30	\$1,200.00
1st acre site value	0.00	\$0.00	0.00	\$0.00
Non HGA site value	0.00	\$0.00	0.00	\$0.00
<i>County Recommendation for County Study</i>				
Good for study:	No			
Reject reason-1:	10 - Prior Interest Sale			
<i>County Recommendation for State Study</i>				
Good for study:	No			
Reject reason-1:	10 - Prior Interest Sale			
<i>Final Parcels</i>				
<i>(primary parcel listed first)</i>				
Parcel ID:	13.0255.001		Seq:	10
Jurisdiction:	Spring Grove TWP		SD:	Spring Grove
CER:			CPI:	
Parcel ID:	13.0255.000		Seq:	11
Jurisdiction:	Spring Grove TWP		SD:	Spring Grove
CER:			CPI:	
Parcel ID:	13.0255.003		Seq:	12
Jurisdiction:	Spring Grove TWP		SD:	Spring Grove
CER:			CPI:	



BRUENING ROCK PRODUCTS, INC.

900 MONTGOMERY STREET, P.O. BOX 127
DECORAH, IOWA 52101
(563) 382-2833

November 3, 2023

Houston County Planning and Zoning
Attn: Martin Herrick
304 S. Marshall St.
Caledonia, MN 55921

Re: Representation by G-Cubed Engineering

Please be advised that G-Cubed Engineering has been retained to represent Bruening Rock Products, Inc. for purposes of zoning and development matters before Houston County. This includes affiliated entities Skyline Materials, Ltd. and G & K Development, L.C.

Please contact me with any questions.

BRUENING ROCK PRODUCTS, INC.

A handwritten signature in black ink that reads 'Ronald D. Fadness'. The signature is written in a cursive style with a large initial 'R'.

Ronald D. Fadness
General Counsel

\$ 500.00 _____ No. 418 _____

STATE OF MINNESOTA, _____
COUNTY OF HOUSTON _____
Township of Spring Grove
Office of Zoning Administration

CONDITIONAL USE PERMIT

IN CONSIDERATION OF The statements and representations made by Curt Roverud of J & C Farms

103 2nd Avenue SE, Spring Grove, MN 55974

in application therefore duly filed in this office, which application is hereby made a part hereof, **PERMISSION IS HEREBY GRANTED** To said Curt Roverud of J & C Farms as owner to, do Mineral Extraction in an agricultural district (Section 14-14.3 Conditional Uses, Subdivision 1, Subsection 19)

Upon that tract of land described as follows: Lot _____ Block _____ Plat or Addition _____
(See attachment A for legal description).
which tract is of the size and area specified in said application.

This permit is granted upon the express conditions that said owner and _____ his _____ contractors, agents, workers and employees, shall comply in all respects with the ordinances of the **County of Houston.**

Given under the hand of the Zoning Administration of Houston County and its corporate seal and attested this _____ day of _____ February, 2020

Parcel # 13-0255-001 _____

Zoning Administration

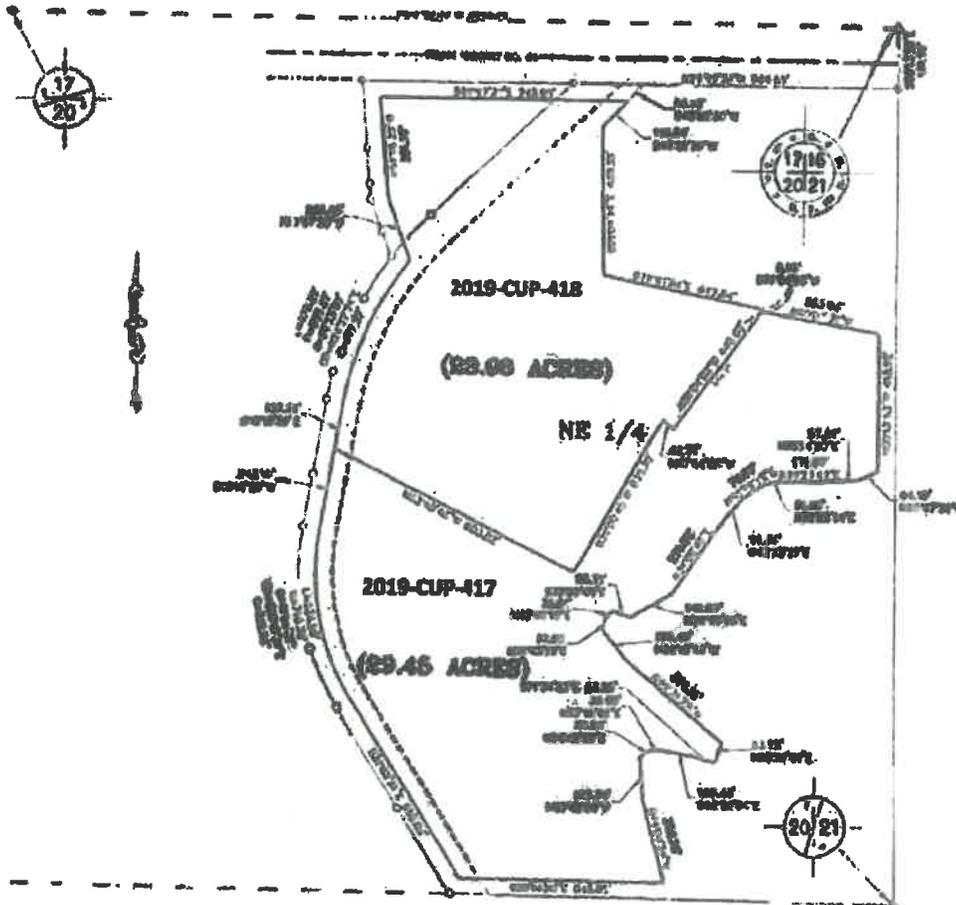
Refer to the backside of the permit for additional stipulations.

Attachment A

That part of the Northeast Quarter of Section 20, Township 101 North, Range 7 West, Houston County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence on an assumed bearing of South 69°12'33" East, along the east line of said Northeast Quarter, 181.88 feet to the south line of right of way line of Truck Highway No. 44; thence North 89°47'31" West, along said south right of way line, 804.81 feet; thence South 43°02'30" West 48.16 feet to the point of beginning; thence continuing South 43°02'30" West 113.84 feet; thence South 81°26'14" East 438.55 feet; thence South 78°41'54" East 482.84 feet; thence South 39°04'03" West 448.83 feet; thence North 47°44'18" West 42.71 feet; thence South 20°02'46" West 88.28 feet; thence North 23°48'48" West 803.82 feet; thence North 10°10'28" East 133.71 feet; thence, northerly 478.29 feet along a tangential curve concave to the southeast, said curve has a radius of 653.57 feet, a central angle of 28°33'20", and the chord of said curve bears North 24°27'24" East 471.37 feet; thence North 19°57'13" West, not tangent to said curve, 280.43 feet; thence North 80°48'28" West 301.16 feet; thence South 88°47'21" East, parallel with said south right of way line, 745.85 feet to the point of beginning.

The above described parcel contains 22.88 acres and is subject to any easements, covenants, and restrictions of record.

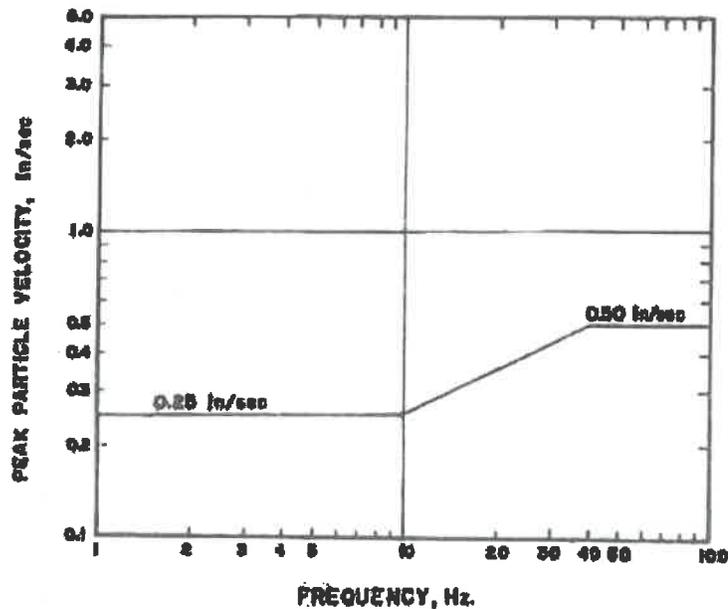


Approved by County Board 2/25/2020. Some changes from PC recommendation to #s 6 & 8.

1. The Permittee shall comply with all federal, state, and local laws and regulations;
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. When requested by the County, but not more than once in any year, the Permittee shall submit a reclamation report which includes the following information:
 - a. Name and mailing address of operator;
 - b. The name, telephone number, cellular number, and email address of the person to be contacted regarding mine operation;
 - c. A Map or maps that accurately show and label:
 - i. Total acreage of the mine area;
 - ii. The acreage of the mine area currently disturbed by mining operations and not yet reclaimed;
 - iii. The acreage of any portion of the mine area presently undergoing the process of reclamation;
 - iv. The total acreage of reclaimed land;
 - d. A statement of progress of mining operations since the County approved the reclamation plan or since the last submitted report, whichever is later.
 - e. A statement of mining operations and reclamation activities expected to occur in the next 12 months, including updated cost estimates for the cost of reclamation of currently disturbed areas and areas anticipated to be disturbed in the next 12 months.
 - f. A certification signed by the operator that information provided is true and accurate.
4. Final reclamation shall meet the County zoning ordinance standards after mining operation ceases.
5. A financial assurance shall be filed with the County Treasurer in an amount not less than \$15,000.
 - a. Financial Assurance Requirements.
 - i. Financial Assurance shall be in the form of bond, cash deposits, irrevocable letters of credit or other security, in such form and sum as the County Board may require covering the cost of reclamation of the property.
 - ii. Bonds shall be issued by a surety company licensed to do business in the State of Minnesota.
 - iii. Each bond shall provide that the bond shall not be canceled by the surety, except after not less than 90 days' notice to the Zoning Office, in writing, by registered or certified mail. Not less than 30 days prior to the expiration of the 90 day notice of cancellation, the operator must deliver a replacement bond or approved alternate financial assurance in absence of which all nonmetallic mining shall cease, and the county will begin actions to call in the bond.
 - iv. The bond shall be payable to "Houston County, Minnesota".
 - v. Bonds must be for all areas that have been disturbed or are proposed to be disturbed within 12 months where reclamation has not been certified by the County. Bonds may be for stages of phases of a site, but in no instance shall the bond be for an area less than 4 acres. Disturbances related to nonmetallic mining shall be limited to the areas which have bonds approved for them.
6. The mine perimeter shall be surveyed and applicable setbacks shall be marked on the ground with posts such that each post is visible from each adjacent post. Property line setbacks shall be 50'.
7. The Permittee shall maintain a list of owners of property within 3000' of the site, as measured from the approved mine boundaries, who wish to be notified in advance of blasting. The

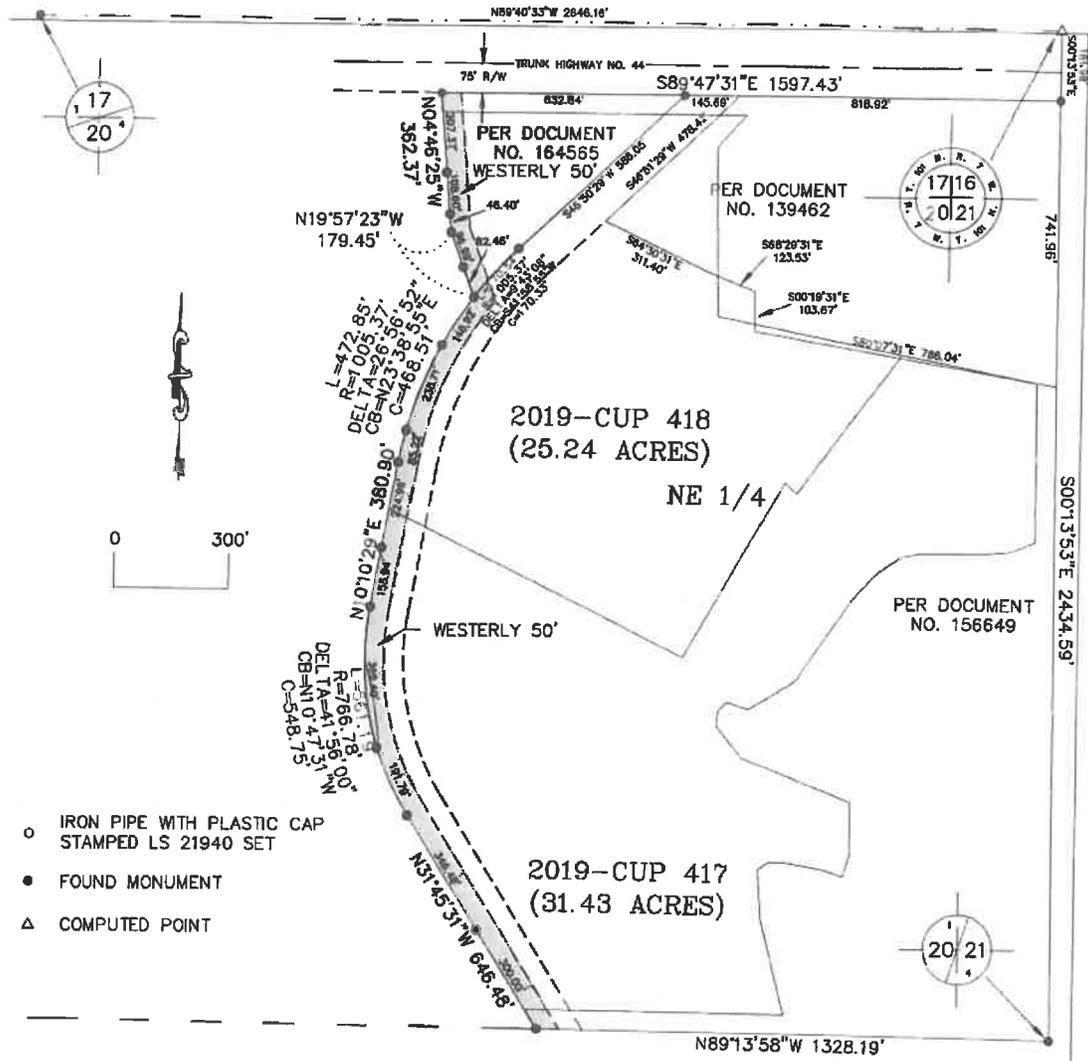
Permittee shall contact all owners of property within 3000' of the mine site and inquire whether they wish to be included on the list; notice will be provided to those who do 24 hours in advance of blasting.

8. Seismograph(s) shall be used to monitor the effects of blasting on neighboring properties. The Permittee shall notify the owners of buildings located within one half mile of the mine site of the option of having a seismograph periodically located on their property; the Permittee shall hire a third party to place and monitor seismographs, and make the information collected available to said property owners and the County. At least two seismograph measurements shall be recorded for each blast at two of the participating properties, or, if permission from neighboring property owners is not granted, on a location to be determined by the blasting contractor. Measurements shall be taken using industry standard practices, and shall not exceed the curve shown on the following chart:



9. Hours of operation shall be limited to the following: Weekdays: 6:00 AM – 8:00 PM Saturdays: 8:00 AM – 3:00 PM Sundays: Closed Holidays*: Closed. *Holidays shall mean holidays observed by Houston County Limits to hours of operation may be suspended by Houston County.
10. Excavation shall not occur below a depth of 1,200', except as part of an approved reclamation plan.

CUP ADDITION DESCRIPTION EXHIBIT
SECTION 20
T. 101 N., R. 7 W.



CONDITIONAL USE PERMIT DESCRIPTION:

The westerly 50.00 feet of the following described 2 parcels:

PER DOCUMENT NUMBER 156649
RECORDED DECEMBER 23RD, 1988

A parcel of land being part of the Northeast one quarter of Section Twenty (20), Township One Hundred One (101) North, Range Seven (7) West, Houston County, Minnesota described as follows: Commencing on the East line of said Section Twenty (20) at its intersection with the South right-of-way line of State Highway Number forty-four (44); thence North 84°56' West along the South line thereof 818.92 feet to the point of beginning of this description; thence continue North 84°56' West, 145.68 feet; thence South 51°43' West 586.05 feet to the point of a curve concave to the Southeast, having a central angle of 38°40' and a radius of 1005.37 feet; thence South 15°03' West, 380.90 feet to the point of a curve concave to the East having a central angle of 41°56' and a radius of 766.78 feet; thence southerly along the arc of said curve 581.19 feet. The chord of said arc bears South 5°55' East, 548.75 feet; thence South 26°53' East, 646.48 feet; thence South 84°26'37" East, 1327.83 feet; thence North 4°39'04" East, 1691.00 feet; thence North 75°18' West, 785.72 feet; thence North 4°32' East, 103.67 feet; thence North 63°38' West, 123.53 feet; thence North 59°39' West, 311.40 feet; thence North 51°43' East, 478.42 feet to the point of beginning, containing 72.23 acres more or less.

PER DOCUMENT NUMBER 164565
RECORDED JUNE 27TH, 1991

That part of the Northeast Quarter of Section 20, Township 101, Range 7, Houston County, Minnesota, described as follows: Commencing at a point of intersection of the East line of said Section 20 with the Southerly Right of Way line of State Highway No. 44, thence on an assumed bearing of North 84 degrees 56 minutes West along said highway right of way line, 564.50 feet to the point of beginning of this description; thence South 51 degrees 43 minutes West, 586.03 feet to the point of beginning of a tangential curve concave to the Southeast, having a bearing of South 48 degrees 51 minutes 26 seconds West; thence North 15 degrees 04 minutes 04 seconds West, and not tangent to said curve, 179.45 feet to a point marked by a one half inch iron pipe, distant 362.17 feet on a line bearing South 0 degrees 06 minutes 06 seconds West from a point marked by a one half inch iron pipe on the Southerly right of way line of said highway number 44, distance 632.82 feet West of the point of beginning; thence North 0 Degrees 06 Minutes 06 Seconds East, 362.17 feet to said point marked by a one half inch iron pipe on said Southerly Highway Right of Way line; thence South 84 degrees 56 minutes East along said Southerly Highway Right of Way Line, 632.82 feet to the point of beginning.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
Gentry & Gentry
DATE 7/20/2022 REG. NO. 21042

G-Cubed
ENGINEERING SURVEYING PLANNING
14070 Hwy 52 S.E.
Chatfield, MN 55923
Ph. 507-867-1688
Fax 507-867-1685
www.g2s.to

DATE OF SURVEY: 7-15-2015
Prepared For: Curt Roverud
PO BOX 342
Spring Grove, MN 55974
SHEET 1 OF 1 FILE NO: 15-006

\$5.00

State of Minnesota,
County of Houston

No. 43
Town of Spring Lake
Office of Zoning Adm.

Conditional Use Permit

IN CONSIDERATION OF The statements made by A. W. Carlisle

in application therefor duly filed in this office, which application is hereby made a part hereof, PERMISSION IS HEREBY GRANTED To said A. W. Carlisle as owner to build house in B-1 Area

upon that tract of land described as follows: Lot Block ; plat or addition
Address: S.W. corner of S. 4th St. & S. 4th St. 17-101-7
which tract is of the size and area specified in said application.

This permit is granted upon the express conditions that said owner and his contractors, agents, workmen and employees, shall comply in all respects with the ordinances of the

County of Houston

Given under the hand of the Zoning Adm. of said County and its corporate seal and attested by its this 2nd day of July 1976

Attest:

Rick Frank
Zoning Adm.

" See other side "

1. This permit is issued by the Houston County Zoning authority and accepted by the permittee with the specific understanding and upon the consideration and condition that permittee, for himself, his heirs, executors, successors, administrators and assigns, covenants not to sue and to hold the County of Houston, Minnesota, its Zoning authority and its agents harmless from all claims for damages which might otherwise be brought by permittee, or his said successors in title of the lands described in this permit, from any claims whatsoever arising out of the operation of the rock quarry on lands adjacent to the lands described in this permit and these covenants shall likewise extend to any cause or causes of action, the object of which is to prevent the normal expansion of the rock quarrying operations on lands adjacent to the lands described in this permit. The covenants hereinbefore expressed are solely between permittee and his successors as described, and the County of Houston and its agents.

2. As a condition of the granting of this permit, permittee agrees to have this permit together with all attachments recorded in the Register of Deeds Office in and for Houston County, Minnesota, and to pay any required fees therefor

I, Henry W. Carlisle, do hereby agree to the above and other side of this permit.

Dated 7-8, 1976

Henry W. Carlisle

AFFIDAVIT

State of Minnesota
 County of Houston ^{ss.}

Richard A. Frank, being first duly sworn, on oath, deposes and says that he is the duly appointed, qualified and acting Zoning Administrator in and for Houston County, Minnesota, and that attached hereto, marked Exhibit A, and by this reference made a part hereof, as if set out hereat in full, is a Building Permit authorizing the construction of a dwelling house on the following described tract of land:

All that part of the Southeast Quarter of the Southeast Quarter of Section 17 in Township 101 North of Range 7 W of the 5th P.M. lying South of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and North of the North Boundary Line of the right of way of Minnesota Trunk Highway No. 44.

AND

All that part of the Southwest Quarter of the Southwest Quarter of Section 16 in Township 101 North of Range 7 W of the 5th P.M. lying South of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and North of the North Boundary Line of the right of way of Minnesota Trunk Highway No. 44.

EXCEPT

Those premises lying and being southerly of the southerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railway Company right of way, northerly of the northerly right of way line of Minnesota State Trunk Highway #44, and easterly of an extended line parallel to and 144 feet westerly from the westerly foundation of the Supper Club building situate on said lands, said westerly boundary line to be established by survey at any time while this contract remains executory; being a part of the southwest quarter of the southwest quarter of Section 16, Township 101 North of Range 7 West of the Fifth Principal Meridian, lying southerly of said railway right of way.

Further affiant states that this affidavit is made to show that the issuing authority assumes no responsibility for possible damages or other claims resulting from quarrying operations conducted on property adjacent and contiguous to the aforescribed property.

Further affiant saith not.

Richard A. Frank
 Richard A. Frank

Subscribed and sworn to before me this 28th day of April, 1976.

W. J. G. [Signature]

HOUSTON COUNTY PLANNING COMMISSION

June 24, 1976

The Houston County Planning Commission met June 24, 1976 for the regular scheduled meeting and two scheduled public hearings.

Irvin Ingvalson presided with the following persons present: Rick Frank, Robert Raatz, Charles Wieser, Robert Lewis, Winston Reider, Randy Mell-Forester, Warren Swenson-Board of Adjustment, Elling Solum, John Kennedy, Charles Horihan, James McCormick, and Joe Hammell, Assistant County Attorney.

Public Hearing #80 requested by Gale Oldenburg was read. Mr. Oldenburg requested the hearing to build a house on a small acreage he is buying from Fred Truempi (324.3 (a)).

Chairperson Ingvalson called on all persons to speak in favor of said hearing first and those opposing later.

Mr. Fred Truempi stated that he had a statement of his reasons for selling this parcel. Copy of statement attached.

Gale Oldenburg stated that he thought it was a good place to build a house.

All set backs have been checked by Rick Frank and culverts will be put in by the landowner.

There being no other speakers, anyone present objecting to the pending application could be heard. Francis Wilkes stated that he objects to the building of this house across from his field unless he could have a signed document filed to protect himself from any liability because of accidents.

Gary Oldenburg stated that he would not have any livestock on his acreage. One of the board members stated that there seemed to be nothing unique about this situation and with normal farming

Page 2
June 24, 1976

practices there would be no problem. There was no further speaking. Everyone present having been given an opportunity to be heard relative to the pending application and the Planning Commission having thoroughly discussed the matter before it, the Findings found in 232.4 Zoning Book were discussed. For detail on each finding see Secretary's Minutes on file.

The motion for the adoption of the foregoing mentioned findings and recommendation of approval of the Conditional Use for Gale Oldenburg to the County Board was made by Charles Wieser. The motion was duly seconded by Robert Raatz.

Upon oral vote taken all members voted in favor of said motion. The motion was declared duly carried and the Findings duly adopted.

Hearing # 80 was closed.

Public Hearing #81 was read at 8:30 P.M. This Hearing was requested by H. W. Carlisle who would like to build a house in a B-1 District.

Members present were the same as listed for Hearing #80. Also present were Bert Deters, H. W. Carlisle, Gary Dotzler, Karl Hoegh.

Henry Carlisle stated that he was anxious to get started because he had to get out of the Skyline quarters so the new owners could move in.

Bert Deters stated that Henry Carlisle realizes that the quarry has been in operation for many years and said quarry is moving closer to his proposed building site. He stated that he recommended approval as an adjoining landowner. Mr. Dotzler, new buyer of the Skyline Supper Club, stated that he had no objections to the pending application.

Karl Hoegh of Roverud Construction stated that liability in

this case could be a problem. With blasting going on in the area, there could someday be a problem. Mr. Hoegh stated that Mr. Carlisle is aware of the problems with the quarry that exist and hazards that are present with building near a quarry. Question to Mr. Carlisle -- Why live so close to the quarry? He stated that shooting doesn't bother him and never has. The total acreage consists of approximately 10 acres.

The question about a lawsuit against Roverud Construction for any damage done to Carlisle house was asked. Mr. Hammell, Assistant County Attorney stated that consideration should be given to the quarry owner as they were there first and the person building in this area is aware of the existing use.

Bert Deters stated that he thought there would be no problem but would like an excerpt of the minutes put on file with the Register of Deeds or put a statement on the Conditional Use that Mr. Carlisle is aware of hazard with a quarry so close.

The building of the new house would be about 500 feet from quarry property line.

Roverud owns approximately 3 acres but the best rock that is left is to the East. If more property was bought for the quarry it would be toward the east but still stay west of the Railroad tracks.

The affidavit drawn up by Rick Frank could be attached to permit along with the findings.

Everyone present having been given an opportunity to be heard relative to the pending application and the Planning Commission having thoroughly discussed the matter before it, the Findings were discussed and filed with the Secretary's minutes.

The motion for the adoption of the foregoing Findings and approval of Conditional Use in B-1 area was made by Robert Lewis. Mr. Lewis included in his motion that the affidavit should be attached to the Conditional Use and filed in the Register of Deeds as stated in the findings.

The motion was duly seconded by John Kennedy and upon oral roll call taken thereon all members voted in favor of said motion. The motion was duly carried.

Hearing #81 was closed.

The Commission promptly moved into the regular monthly meeting.

Rick Frank presented the following Building Permits that meet all zoning requirements and have been issued permits.

Crescent Construction BY Larry Frank - Lot 30, Valley High Estates. build home. Mound Prairie Twp.
Jon Hill - Lot 29, Valley High Estates. build home. Mound Prairie Twp.
Michael McBrady - Pt. S $\frac{1}{2}$ NW $\frac{1}{4}$, 5-102-7 55 acres. build home Spring Grove Twp.
Ted Hanson - SW $\frac{1}{4}$, 30-103-5. build home. Union Twp.

Robert Lewis made a motion that the above listed Building Permits be recommended for approval to the County Board. Robert Raatz duly seconded the motion. Motion Carried.

Ro. er Bender - has approximately 56 acres on highway 44 near Spring Grove. He has one mobile home on the premises now and wants to put a second mobile home on the land. Mr. Bender had stated that both uses would be farm connected.

The Zoning Ordinance was studied at length and as states in 324.2a only one mobile home is allowed. There also was a question if the mobile homes were farm use.

Winston Reider made a motion to recommend denial to the County Board because of violation of 324.2(a). Motion was seconded by

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Patrick Paulino, on behalf of Mathy Construction Company, 9635 County 32, Caledonia, MN 55921, for an Interim Use Permit for a temporary bituminous plant in the Agricultural Protection District (Section 14 – 14.4 Interim Uses, Subdivision 1, Subsection 11) in Mayville Township on the following premises, to-wit:

PT SE1/4 SW1/4, Section 16, Township 102, Range 5, Houston County, Minnesota. (Parcel #09.0164.000)

Said applicant standing and making application is as fee owner of said described lands.

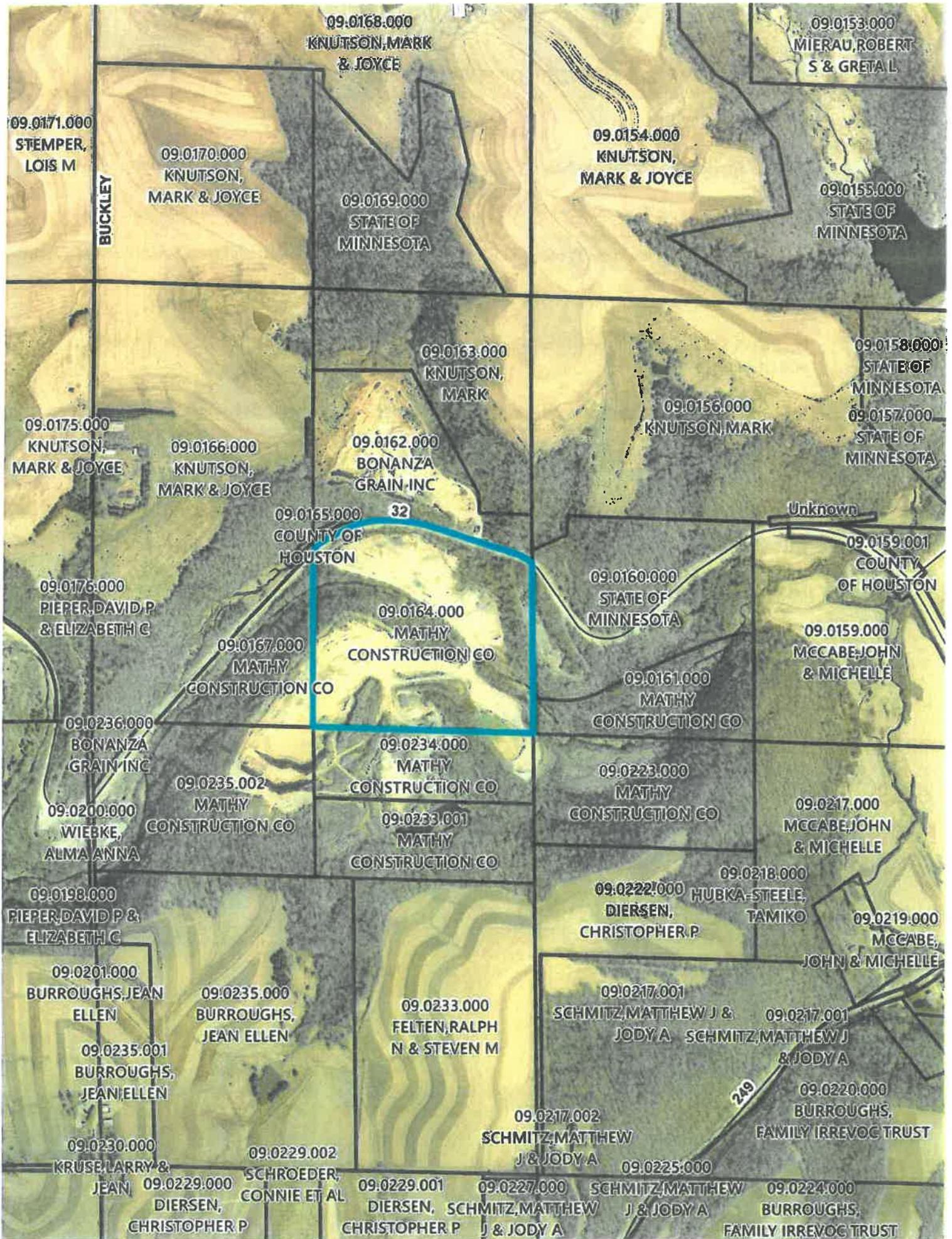
A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 6:45 p.m. on Thursday, July 31, 2025.

All persons having an interest in the matter may attend the hearing or submit comments relative to the granting or denying of said application. Comments should be mailed to the Environmental Services Dept., 304 South Marshall Street – Room 209, Caledonia, MN 55921, or emailed to amelia.meiners@co.houston.mn.us, and must be received by Tuesday, July 22, 2025 to be included for review prior to the hearing. All comments are considered public record.

HOUSTON COUNTY PLANNING COMMISSION

By Amelia Meiners
Zoning Administrator

ADV: July 16, 2025





HOUSTON COUNTY ENVIRONMENTAL SERVICES

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



STAFF REPORT 6/16/2025

Application Date: 5/22/25
Hearing Date: 7/31/25
Petitioner: Mathy Construction Co.
Reviewer: Amelia Meiners
Zoning: Ag Protection
Address: 9635 County 32
Township: Mayville
Parcel Number: 090164000
Submitted Materials: IUP Application, Supplemental Information

OVERVIEW

REQUEST

The Petitioner is requesting an interim use permit to operate a bituminous plant in the Gengler Quarry in Mayville Township to accommodate CSAH projects.

SUMMARY OF NOTEWORTHY TOPICS

The plant will produce asphalt for the CSAH 2 project and any additional projects within the area that are accepted after this application. The applicants identify a maximum time of operation for the CSAH 2 project from late June/early July through December of 2025, with the plant operating Monday through Saturday between 5AM and 9PM. Haul route maps are included in the packet.

The applicants identify approximately 6,000 ton of manufactured sand will come from the Abnet Quarry in La Crescent as well as approximately 6,000 ton of natural sand from the Iverson Quarry in Allamakee County. They anticipate a maximum number of 120 loads per day between the quarry and project sites and 30-40 loads per day for material routes.

The following materials will be kept on site (approximate):

- Asphalt cement 30,000-60,000 gallons
- Diesel Fuel 10,000 gallons
- Burning Oil 15,000 gallons
- Tack 7,500 gallons
- Petroleum Lubricants 55-150 gallons
- Aggregate Material

The applicant has a Spill Prevention Control Countermeasure Plan in place in accordance with 40 CFR part 112, Subparts A and B. In addition, emissions testing is completed on all plants and documentation was provided to show this plant meets MPCA standards.

Plants operated out of this location in 2016, 2019 and 2022. No complaints were received regarding those operations.

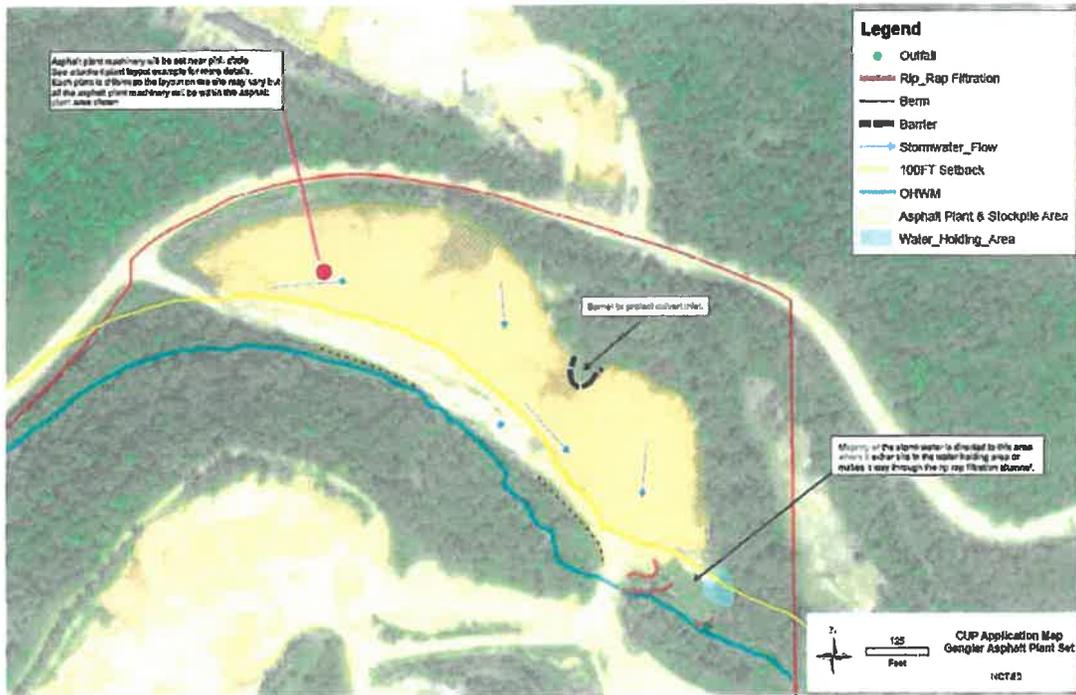


Figure 1. Site plan for proposed plant location (larger map included with applicant materials).

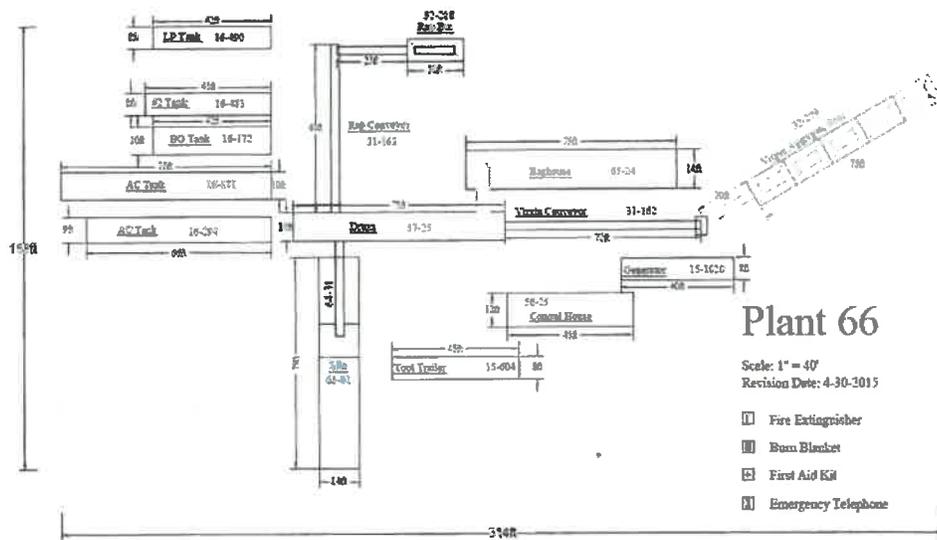


Figure 2. Sample layout of plant (included with applicant materials).

Relevant Houston County Zoning Ordinance language:

SECTION 14 – AGRICULTURAL PROTECTION DISTRICT

14.4 INTERIM USES.

Subdivision 1. Interim Uses. In the Agricultural Protection District, the following uses may be allowed only after obtaining an Interim Use Permit in accordance with the provisions of this Ordinance.

(11) Bituminous Plants. Bituminous Plants and processing and storage of sand, gravel, stone or other mineral as a temporary use not to exceed 12 months.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

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

SITE CHARACTERISTICS

The plant will be located in the Gengler Quarry which is approximately 55 acres in size. The site is accessed via County Road 32 and the asphalt plant will be placed in the area closest to the road.

There are three intermittent streams in the proximity of the proposed plant. Crooked Creek splits the quarry area and is a listed public water, which designates this area as shoreland. In addition, two unnamed tributaries join with Crooked Creek in this vicinity. There is a berm between the access road and intermittent stream. Temporary asphalt plants are considered an industrial use, which is a conditional use within the shoreland zoning district. The Petitioner received a CUP in 2022 for these operations.

There is floodplain and wetland along Crooked Creek.

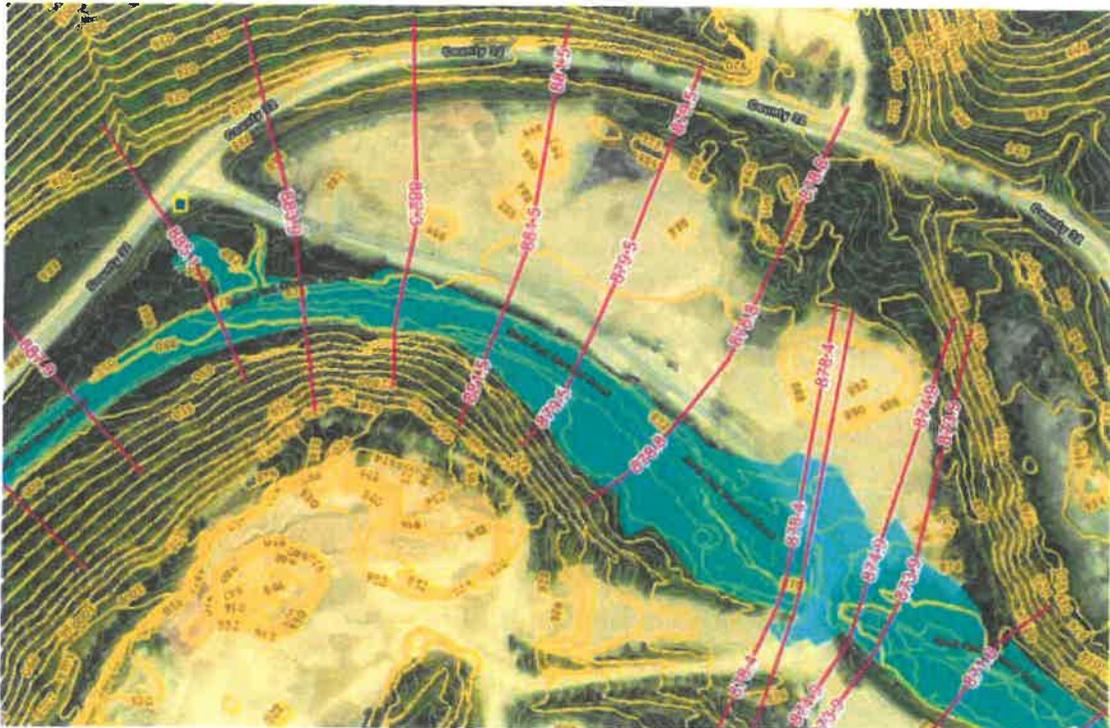


Figure 3. Floodplain in the area of proposed plant.

EVALUATION

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

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

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

Staff Analysis: One of the guiding values of the Land Use Plan is to encourage continued priority of maintenance and improvement of road segments to support the economic vitality of the County and region. Further, the transportation goal is to maintain a transportation system which compliments land use development and land use policies through the County which this project supports.

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

Staff Analysis: A scheduled project on CSAH 2 requires the temporary asphalt plant.

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

Staff Analysis: Standard precautions required by State and Federal Law will be followed. As an added measure, operators receive specialized training for spill response.

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

Staff Analysis: This use should not impact quantity of water runoff and MPCA discharge standards are required to be met per their NPDES permit.

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

Staff Analysis: N/A

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

Staff Analysis: A Spill Prevention Control Countermeasure Plan is in place and maintained by educated and competent employees. Applicable air quality standards are met as well.

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

Staff Analysis: Proposed routes avoid township roads and city streets, which can be damaged by heavy traffic.

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

Staff Analysis: There is adequate space within the quarry footprint and outside of floodplain for this use.

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

Staff Analysis: For past projects, increased traffic loading on all routes utilized was not projected to impact traffic a significant amount. This will be a short-term operation. The haul routes identified make use of the most robust roadways available.

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

Staff Analysis: The nearest dwelling is approximately 2,900 feet away. Adjacent properties are quarries, woodland, and cropland. This temporary facility should not have an impact greater than the operating quarry in which it will be housed.

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

Staff Analysis: The predominant use in the area is agricultural cropland and the nearby rock quarry, which is not anticipated to be affected. In addition, this temporary facility should not have an impact greater than the operating quarry in which it will be housed.

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

Staff Analysis: The applicant identifies intent to reduce asphalt odor with odor suppressant and control fugitive dust with water. The proposed measures mitigate potential nuisances to the extent practical and are adequate given the relatively isolated location of the site.

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

Staff Analysis: N/A

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

Staff Analysis: This temporary facility should not have an impact greater than the operating quarry in which it will be housed.

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

Staff Analysis: The proposed location is appropriate due to distances to neighboring dwellings and presence within an existing quarry. The Spill Prevention Control Countermeasure Plan mitigates unforeseen threats to public health, safety, morals, and general welfare to the extent practical. The proposed haul routes result in minimum wear on public road infrastructure, thus protecting the general welfare. Additionally, the applicant's previous work in the county has been conducted as presented and without incident.

RECOMMENDATION

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

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. Runoff from within the plant footprint shall be in accordance with MPCA discharge limits.
4. Permit expiration shall be 12 months from the date of issuance.

Proposed motion: To recommend granting of an interim use permit for a temporary bituminous plant in the agricultural protection district with the four conditions.

Interim Use Request
2025-IUP-423204

Amount Paid
\$0.00

Applicant
mathycon

Created
May 19, 2025

Number
2025-IUP-
423204

MATHY CONSTRUCTION CO |
090164000 | Mayville I
Submitted by mathycon on
5/19/2025



Applicant

mathycon

PATRICK.PAULINO@MATHY.COM

Search Parcel Data Completed On Monday, May 19, 2025 at 1:40 PM CDT by mathycon

ParcelID	Address	City	OwnerName	Acres
090164000	9635 COUNTY 32	CALEDONIA	MATHY CONSTRUCTION CO	34.610

INTERIM USE INTRO Completed On Monday, May 19, 2025 at 1:40 PM CDT by mathycon

An Interim Use is a land use or development that would not be appropriate generally but may be allowed with appropriate restrictions as provided by official controls upon a finding that specific criteria are met, as outlined in Section 7.7 of the ordinance. Interim use permits must specify a termination event or date, and are nontransferable.

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

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

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

Application Fee:

Interim Use Application Fee

\$700.00

Recording Fee:

Recording Fee

\$46.00

Application Type:

Interim Use

APPLICANT INFORMATION Completed On Monday, May 19, 2025 at 1:41 PM CDT by mathycon

Applicant Name

MATHY CONSTRUCTION CO

Telephone Number

6087796348

Address

9635 COUNTY 32

City

CALEDONIA

Zip

55921

Parcel Tax ID

090164000

Legal Description

SE1/4 SW1/4 EX RR & EX 0.29A HWY & EX 1.50A DOC 254926; DOC 257647 1

Section-Township-Range

16-102-005

Do you own additional adjacent parcels

Yes

Township of:

Mayville

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

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

Yes

Township Contacts

TOWNSHIP	NAME	PHONE
Black Hammer	Clayton Johnson	507-450-6384
Brownsville	Christine Novak	507-459-0636
Caledonia	Judith Massman	507-458-3294
Crooked Creek	David Winnes	507-542-4515
Hokah	Delayne Vogel	608-397-6516
Houston	John Beckman	507-429-1745
Jefferson	Anne Falken	320-493-8629
La Crescent	Jason Wieser	507-429-0133
Mayville	Erin Hammell	608-225-1830
Money Creek	Paul Ledebuhr	507-458-7973
Mound Prairie	Colleen Tracy	507-459-3573
Sheldon	Wayne Runnigen	507-450-0065
Spring Grove	Mike Wiste	507-450-4638
Union	Craig Frederick	608-769-9541
Wilmington	Melissa Schroeder	608-780-3998
Winnebago	Luke King	507-725-8816
Winnebago	Joyce Staggemeyer	507-542-4637

Yes

Comments:

see attached.

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

N/A

Comments:

N/A

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

Yes

Comments:

See attached.

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

Yes

Comments:

See attached.

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

Yes

Comments:

All plant parking and loading will be within the quarry foot print.

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

Yes

Comments:

See attached.

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

Yes

Comments:

See attached.

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

Yes

Comments:

See attached.

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

Yes

Comments:

Mathy Construction uses odor suppressant in its asphalt mix. Mathy Construction also uses water to prevent fugitive dust in the plant area.

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

N/A

Comments:

N/A

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

N/A

Comments:

N/A

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

Yes

Comments:

See attached.

SITE PLAN INFORMATION Completed On Monday, May 19, 2025 at 1:58 PM CDT by mathycon

A site plan MUST accompany all Applications. You can either hand draw your site plan and submit it via scanning and attaching the document, or by using the interactive map below.

Upload Site Plan

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

👁 Sketch Layer

Reference Layer

Mapproxy



Powered by Esri

APPLICATION SUBMITTAL Completed On Monday, May 19, 2025 at 1:59 PM CDT by mathycon

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

Yes

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

Yes

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

Yes

Signature

Date Signed:

5/19/2025

Check this box if Staff Signature on behalf of Applicant.

No

Email APPLICATION SUBMITTAL Completed On Monday, May 19, 2025 at 1:59 PM CDT by mathycon

RESEND EMAIL

Delivered on Monday, May 19, 2025 at 1:59 PM CDT

Options

Send to the applicant? Yes
Send to members of the following roles:

Zoning

Recipients

To:

jeremy.burt@co.houston.mn.us
michelle.burt@co.houston.mn.us
holly.felten@co.houston.mn.us
amelia.melners@co.houston.mn.us
patrick.paulino@mathy.com

Subject: Parcel 090164000 Interim Use Application Received

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

Houston County Planning and Zoning

304 S. Marshall Street, Room 209

Caledonia, MN 55921

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

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

Number: 2025-IUP-423204
Workflow: Interim Use Request
Description:MATHY CONSTRUCTION CO | 090164000 | Mayville |
Created On: 5/19/2025

[View Application](#)

External Notes

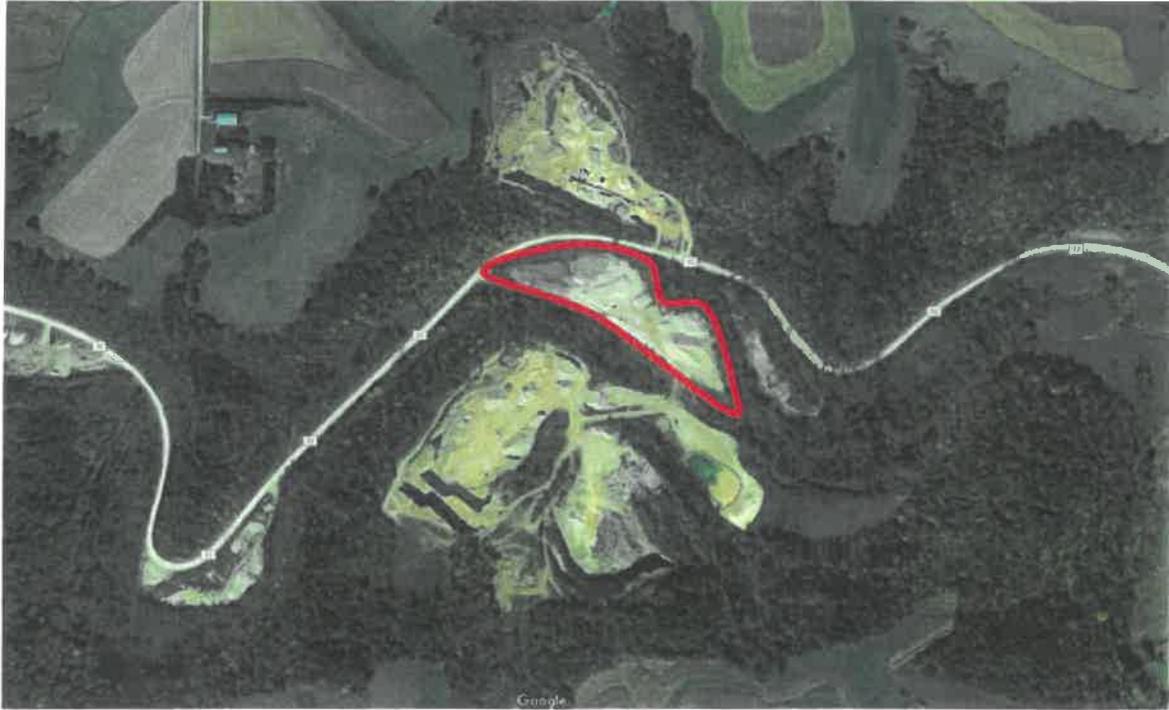
Documents

Internal Notes

Documents

Houston County Application – Supplemental Information

1. **Map of Proposed Plant Location in Gengler Quarry.**



2. **The maximum time for operation would be Late June/Early July through December 2025.**
3. **The plant would operate Monday through Saturday from 5:00 A.M. to 9:00 P.M.**
4. **The plant would provide product for the following Houston County projects: Houston County CSAH 2. The plant may also provide product to additional projects within the area if more jobs are accepted throughout the coming months.**
5. **Project Haul Routes Maps: See Attachment 1.**
6. **All our asphalt plants have air emission testing. See Attachment 2 for emission testing of plant 66. In the event a different plant is mobilized for the project, a plant specific emission test can be provided upon request.**

7. Materials and quantities may vary but will approximately match the following:
 - Asphalt Cement = 30,000-60,000 gallons,
 - Diesel Fuel = 10,000 gallons,
 - Burning Oil = 15,000 gallons,
 - Tack = 7,500 gallons,
 - Petroleum Lubricants = 55-150 gallons.
 - Aggregate Material

8. All Mathy Construction's asphalt plants have a Spill Prevention Control Countermeasure (SPCC) plan in place. Prevention and reaction to spills are implemented and followed in accordance with the requirements of 40 CFR Part 112, Subparts A and B (April 21, 2020). Mathy Construction ensures that the contents of the SPCC plans are implemented and maintained by well trained, educated and competent employees.

Example of Preventative Measures:

- Inspections of equipment and site are performed to prevent possible spills.
- Best management practices, such as a berm, are implemented to ensure any possible spills stay on site and away from water sources.

Summary of Spill Response:

In the event of a spill, the following emergency response is followed:

1. Take immediate action to isolate and control the release, as long as response action does not jeopardize the health and/or safety of responders or the public. Mobilize accessible resources and stabilize the situation. Barriers, aggregate/earthen materials and/or adsorbent materials should be used, if necessary, to prevent discharge from reaching storm water conveyance systems or off-site areas.

2. Consult Safety Data Sheets (SDS), when necessary, to evaluate health hazards and fire potential. Contact local fire responders if potential for ignition is a concern.

3. Report any spill to authorized Company officials. Company officials will notify the County Emergency Management, Department of Natural Resources (DNR) personnel, and EPA National Response Center for reportable spills.

4. Continue spill mitigation procedures. Isolate and contain petroleum products through berming, application of absorbent aggregate, petroleum adsorbent padding, or diversion to containment area. Confirm possible control of leak or spill source as soon as practicable.

5. **Notify Company officials as soon as the situation is stabilized. Upon approval of the Company or DNR officials, begin excavation/cleaning process.**
9. **Material from both La Crescent Rock Products and from Bruening Rock Products Iverson Pit will be hauled to Gengler Quarry for asphalt production. The haul routes for these products can be found in Attachment 3.**

ATTACHMENT 1

PROJECT HAUL ROUTES

SUBMITTED BY APPLICANT

County Rd 2, Eitzen, MN 55931 to Mayville Township, Minnesota 55921
CSAH 2 Project Return Route to Gengler Quarry

19

Drive 24.0 miles, 31 min



Map data ©2025, Map data ©2025 Google 1 mi

County Rd 2
Eitzen, MN 55931

Take Great River Rd and County Rd 14 to County Rd 32 in Mayville Township

27 min (22.3 mi)

- ↑ 1. Head southeast on Pool Hill Dr toward Corn Blossom Ln
Entering Iowa 1.7 mi
- ↶ 2. Turn left onto IA-26 N/Great River Rd
Continue to follow Great River Rd
Entering Minnesota 4.1 mi
- ↶ 3. Turn left onto County Rd 14 11.8 mi
- ↑ 4. Continue onto County Rd 5 2.8 mi
- ↑ 5. Continue onto Houston County Rd 249/S Winnebago St 0.5 mi
- ↷ 6. Turn right onto E Main St 1.4 mi

Follow County Rd 32 to your destination

4 min (1.7 mi)

- ↷ 7. Turn right onto County Rd 32 1.6 mi
- ↷ 8. Turn right 0.1 mi

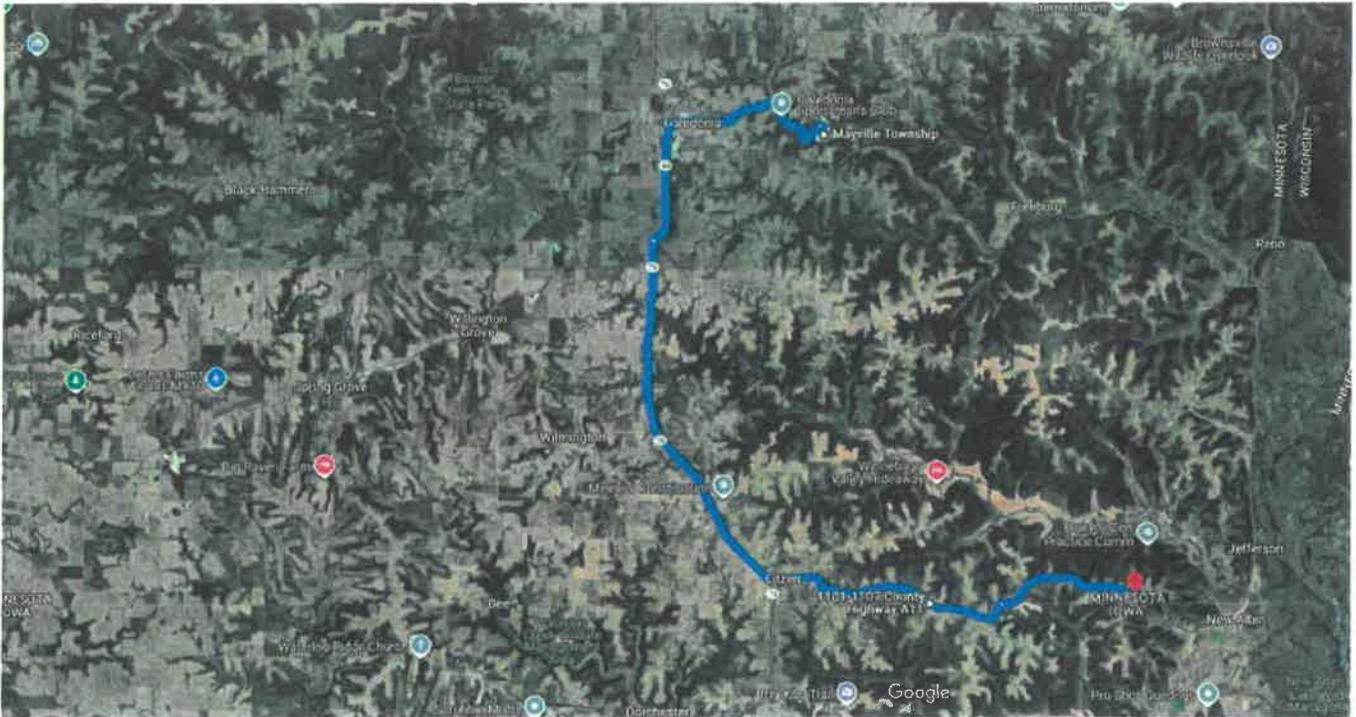
Mayville Township
Minnesota 55921

SUBMITTED BY APPLICANT

Mayville Township, Minnesota 55921 to Jefferson Township, Minnesota
Houston CSAH 2 Route - Gengler Quarry to Project Site

20

Drive 21.4 miles, 28 min



Map data ©2025, Map data ©2025 Google 1 mi

Mayville Township
Minnesota 55921

- ↑ 1. Head northwest toward County Rd 32 0.2 mi
- ↶ 2. Turn left onto County Rd 32 1.6 mi
- ↶ 3. Turn left onto E Main St 2.1 mi
- ↶ 4. Turn left onto MN-44 W/MN-76 S 2.4 mi
- ↶ 5. Turn left onto MN-76 S 7.3 mi
- ↶ 6. Turn left onto W Main St 3.4 mi

23 min (16.9 mi)

1101-1107 Co Hwy A11
New Albin, IA 52160

- ↑ 7. Head southeast on Pool Hill Dr toward Minnesota Rd
● Entering Minnesota 1.6 mi
- ↑ 8. Continue onto County Rd 2
● Passing through Iowa
● Entering Minnesota
● Destination will be on the left 2.9 mi

5 min (4.5 mi)

Jefferson Township
Minnesota

ATTACHMENT 2

EMISSION TESTING

**Compliance Emission Test
Particulate Matter and Visible Emissions
Gencor Drum Mix Asphalt Plant
Mathy Construction Company Plant #66
Winona, Minnesota**

August 3, 1995

Prepared For:

Ms. Tara Koudelka
Environmental Engineer
Mathy Construction Company
P. O. Box 189
Onalaska, WI 54650-0189

Report Number CMXX-95-0446
August 31, 1995

Prepared By:



James Tryba
Project Engineer, Source Testing Program

Braun Intertec Corporation
1345 Northland Drive
Mendota Heights, MN 55120

INTRODUCTION

This report presents the results of a compliance test performed by Braun Intertec Corporation (Braun Intertec) at the Mathy Construction Company Plant #66 asphalt plant located near Winona, Minnesota. The test was performed on August 3, 1995 on the asphalt plant's baghouse exhaust stack. The purpose of the test was to determine the facility's compliance status with the conditions of the Minnesota Pollution Control Agency's (MPCA) permit number 99000228-001.

The Braun Intertec test team consisted of Messrs. James Tryba, Project Engineer, and sampling technicians Duane Hudson and Jayson Olson. Mathy Construction was represented throughout the test period by Ms. Tara Koudelka, Environmental Engineer. A portion of the test proceedings were witnessed by Mr. Marshall Cole, Environmental Engineer for the Minnesota Pollution Control Agency (MPCA).

DESCRIPTION OF TEST PROGRAM

The purpose of the test was to quantify the emissions of particulate matter (PM) and visible emissions (opacity) from the asphalt plant's baghouse exhaust stack. The asphalt plant, manufactured by Gencor Industries, Inc., was a Model 300 Ultradrum counterflow drum mix asphalt plant. The asphalt plant has a rated capacity of 350 ton per hour at 5% aggregate moisture content. The particulate emissions from the asphalt plant were controlled by a Gencor fabric filter baghouse system. The asphalt plant was producing a virgin aggregate hot mix product at the time of testing and was fired by waste oil. Please refer to Appendix A for a detailed operating conditions.

The filterable (front half) and condensible (back half) catches were analyzed in accordance with the appropriate test methods. The facility's compliance status is based solely upon the filterable portions of the samples. Please refer to Table 2 for a summary of the compliance test results.

The test methods utilized in the test program are presented in Table 1. These methods are as referenced in Code of Federal Regulations, Title 40 Part 60 Appendix A.

Table 1: Test Methods

Method #	Purpose
1	Determination of traverse point location, verification of flow conditions
2	Determination of duct velocity and volume flow rate
3	Determination of duct fixed gas content
4	Determination of duct moisture content
5	Determination of filterable particulate matter concentration and emission rate
9	Visual determination of the opacity of emissions
202	Determination of condensible particulate emissions

Mathy Construction Company
 Report No. CMXX-95-0446
 August 31, 1995
 Page 2

TEST RESULTS

The results of the compliance tests are presented in Tables 2, 3 and 4. Table 2 summarizes the particulate emissions. Table 3 summarizes the visible emissions. Table 4 presents the individual test results for the source tested.

Table 2: Particulate Matter Emission Summary

SOURCE TESTED	ALLOWABLE (gr/dscf)	MEASURED (gr/dscf)			
		Average	Run #1	Run #2	Run #3
Asphalt Plant Baghouse	0.04 *	0.0041	0.0049	0.0040	0.0034

* Filterable particulate matter only.

Table 3: Visible Emission Summary

SOURCE TESTED	ALLOWABLE	MEASURED			
		Average	Run #1	Run #2	Run #3
Asphalt Plant Baghouse	20%	0.0%	0.1%	0.0%	0.0%

Mathy Construction Company
 Report No. CMXX-95-0446
 August 31, 1995
 Page 3

Table 4: Individual Run Results - Baghouse Particulate Matter Compliance Test

TEST DATE: August 3, 1994	<u>Run #1</u>	<u>Run #2</u>	<u>Run #3</u>	<u>Average</u>
Sample Period	: 07:25-08:37	9:15-10:22	11:25-12:42	
Total Sampling Time (min)	: 60	60	60	60
PROCESS CONDITIONS				
Average Duct Temperature (°F)	: 291	292	278	287
Average Duct Velocity (ft/s)	: 62.4	55.7	63.1	60.4
Duct Moisture Content (% vol.)	: 37.4	32.6	35.1	35.0
Duct O ₂ Content (%vol. dry)	: 9.6	9.4	9.3	9.4
Duct CO ₂ Content (%vol. dry)	: 8.8	8.9	9.1	8.9
Wet Molecular Weight (g.gmole)	: 25.39	25.95	25.66	25.66
Volume Flow Rate (ACFM)	: 59,500	53,200	60,200	57,633
Volume Flow Rate (SCFM)	: 41,400	36,900	42,600	40,300
Volume Flow Rate (DSCFM)	: 25,900	24,900	27,700	26,166
PRODUCTION DATA				
Process Equipment Operating Parameters -				
Material Usage-				
Virgin Aggregate (ton/hr)	: 310	313	304	309
Asphalt Cement (ton/hr)	: 17.8	17.9	18.1	17.9
Fuel Input (gal/hr)	: 540	540	540	540
Aggregate Moisture Content (%)	: 5.0	4.0	4.9	4.6
Control Equipment Operating Parameters-				
Pressure Drop (in.H ₂ O)	: 3.8	4.0	4.1	4.0
SAMPLE DATA				
Sample Volume (dscf)	: 46.813	42.815	47.113	
PM Collected (mg)				
Filterable	: 14.9	11.1	10.4	12.1
Organic Condensable	: 10.5	4.2	3.4	6.0
Aqueous Condensable	: 6.0	4.9	4.5	5.1
Total	: 31.4	20.2	18.3	23.2
PM Concentration (gr/dscf)				
Filterable	: 0.0049	0.0040	0.0034	0.0041
Organic Condensable	: 0.0020	0.0018	0.0015	0.0018
Aqueous Condensable	: 0.0035	0.0015	0.0011	0.0020
Total	: 0.0104	0.0073	0.0060	0.0079
Isokinetic Variation (%)	: 108.2	102.9	101.9	

ATTACHMENT 3

INCOMING MATERIAL HAUL ROUTE

La Crescent Township, Minnesota 55947 to Mayville Township, Minnesota 55921 Drive 29.7 miles, 41 min



Haul Route for La Crescent Rock Products sand to Gengler Quarry - REVISED



Map data ©2025, Map data ©2025 Google 2 mi

This route has restricted usage or private roads.
La Crescent Township
Minnesota 55947

Take County Rd 6 to MN-16 W/Great River Rd/Historic Bluff Country Scenic Bywy in La Crescent

12 min (6.9 mi)

- ↑ 1. Head south toward T-313
 Restricted usage road 0.3 mi
- ↗ 2. Slight right onto T-313 0.7 mi
- ↘ 3. Turn right onto County Rd 6 5.5 mi
- ↙ 4. Turn left onto S Elm St 0.3 mi
- ↘ 5. Turn right onto S 3rd St 0.2 mi

Take MN-44 W to Houston County Rd 249/W Main St in Caledonia

21 min (19.0 mi)

- 6. Turn right onto MN-16 W/Great River Rd/Historic Bluff Country Scenic Bywy
 - 📍 Continue to follow MN-16 W/Historic Bluff Country Scenic Bywy
- 5.7 mi
- ↑ 7. Continue straight onto Mill St
- 0.2 mi
- ↗ 8. Mill St turns slightly right and becomes MN-44 W/Main St
 - 📍 Continue to follow MN-44 W
- 13.2 mi

Follow W Main St and County Rd 32 to your destination in Mayville Township

8 min (3.8 mi)

- ↙ 9. Turn left onto Houston County Rd 249/W Main St
 - 📍 Continue to follow W Main St
- 2.1 mi
- 10. Turn right onto County Rd 32
- 1.6 mi
- 11. Turn right
 - 📍 Destination will be on the left
- 482 ft

Mayville Township

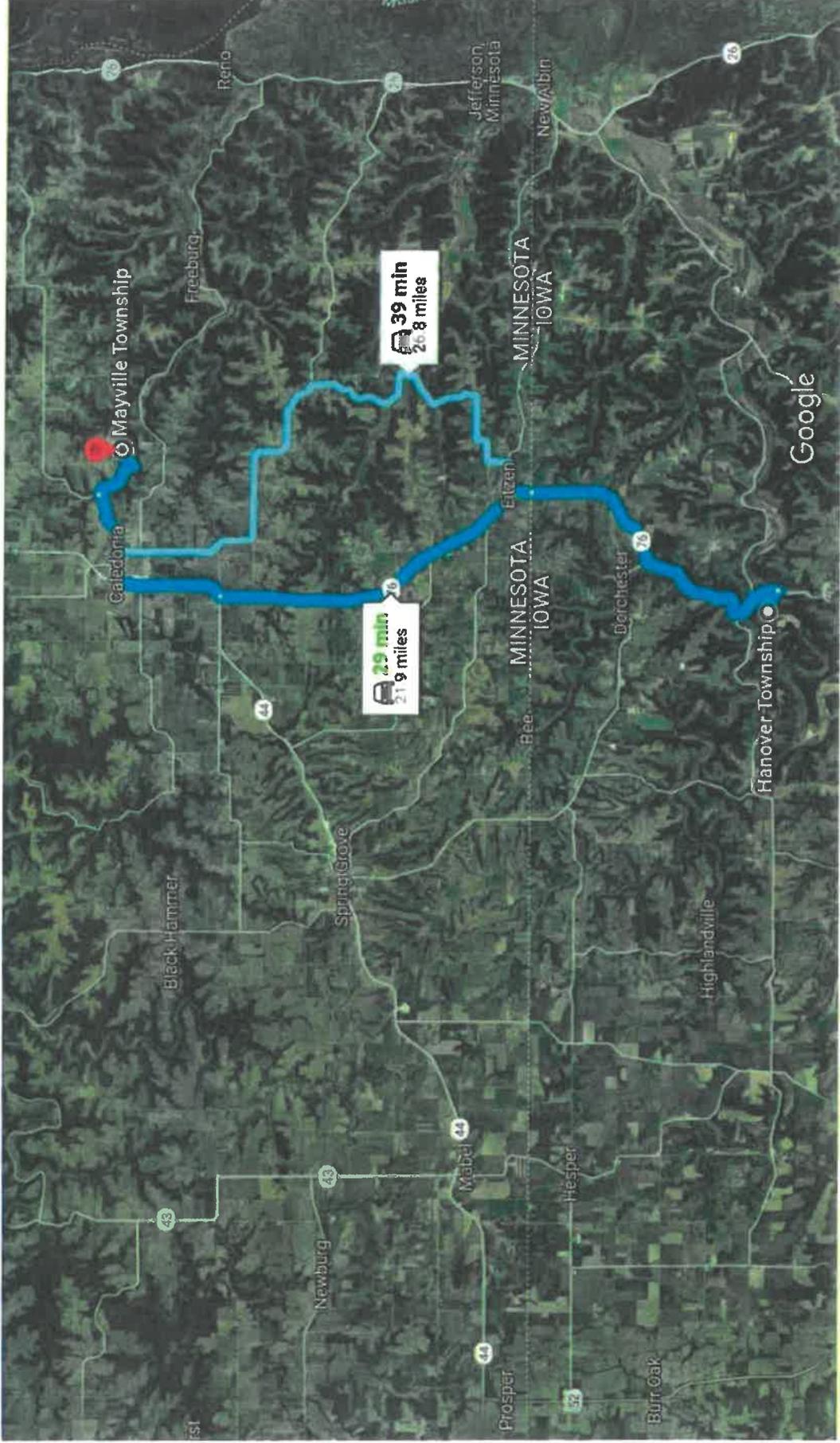
SUBMITTED BY APPLICANT

29

Hanover Township, Iowa to Mayville Township, Minnesota 55921

Drive 21.9 miles, 29 min

Iverson Natural Sand Haul to Gengler Quarry



Imagery ©2022 Google, Maxar Technologies, Imagery ©2022 TerraMetrics, Map data ©2022 Google 2 mi

Hanover Township

- ↑ 1. Head east on Lonnings Dr toward IA-76 S
0.6 mi
- ↩ 2. Turn left onto IA-76 N
① Entering Minnesota
7.4 mi
- ↑ 3. Continue onto MN-76 N
7.8 mi
- ↗ 4. Turn right onto MN-44 E/MN-76 N
- ↗ 5. Turn right onto Houston County Rd 249/W Main St
2.4 mi
- ① Continue to follow W Main St
- ↗ 6. Turn right onto County Rd 32
2.1 mi
- ↗ 7. Turn right
① Destination will be on the left
1.6 mi
- 0.1 mi

Mayville Township
Minnesota 55921

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



SUBMITTED BY APPLICANT
MATHY CONSTRUCTION CO.
GENERAL CONTRACTORS

31

June 11, 2025

Houston County Planning and Zoning
304 S. Marshall Street – Room 202
Caledonia, MN 55921-1324

To whomever it may concern:

Attached is additional supplemental information to go along with our current Conditional Use Application for placing a portable asphalt plant within a shoreline in Gengler Quarry. The following is attached:

- A more detailed map of the site with a setback and storm water management information.
- An example of a typical asphalt plant layout
- Our Minnesota Pollution Control Agency (MPCA) NPDES Storm Water Permit for our Gengler Quarry and Asphalt Plants.

It can be noted that no asphalt plant machinery will be placed within the floodplain seen on the attached DNR floodplain map. It should also be noted that the attached asphalt plant layout is only an example of a plant layout. Mathy Construction has a few different permitted asphalt plants, and each once has a slightly different layout. However, the approximate location of the entire plant layout will be similar.

Also, the site and each asphalt plant have a MPCA NPDES Storm Water Permit and follows all permit conditions to manage storm water.

If you have any further questions pertaining to environmental aspects of this request, please contact me at 608-779-6348 or email patrick.paulino@mathy.com.

Respectfully,

Patrick Paulino

Legend

-  Outfall
-  Rip_Rap Filtration
-  Berm
-  Barrier
-  Stormwater_Flow
-  100FT Setback
-  OHWWM
-  Asphalt Plant & Stockpile Area
-  Water_Holding_Area

SUBMITTED BY APPLICANT

Asphalt plant machinery will be set near pink circle. See attached plant layout example for more details. Each plant is different so the layout on the site may vary but all the asphalt plant machinery will be within the asphalt plant area shown.

Barrier to protect culvert inlet.

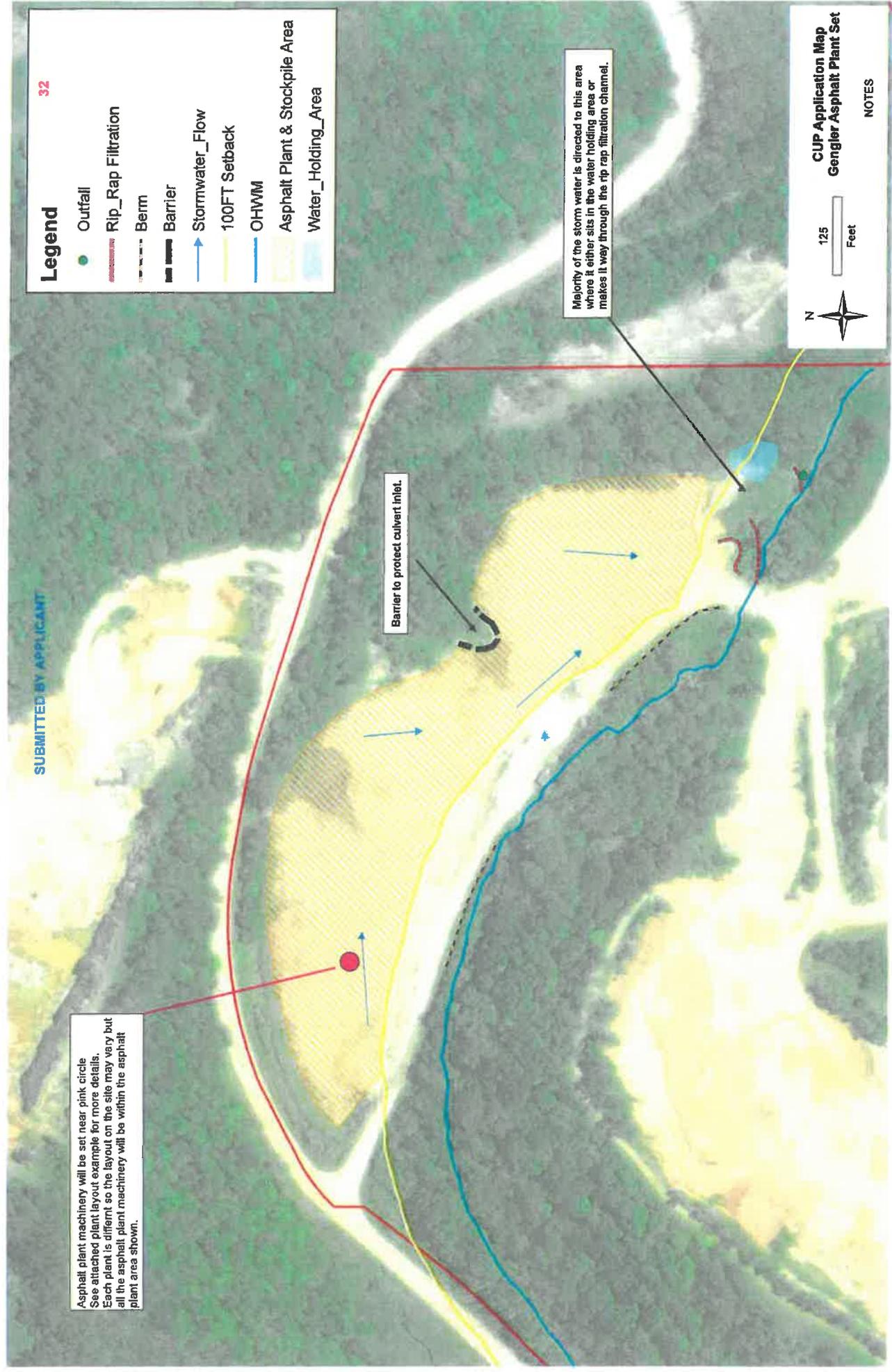
Majority of the storm water is directed to this area where it either sits in the water holding area or makes it way through the rip rap filtration channel.

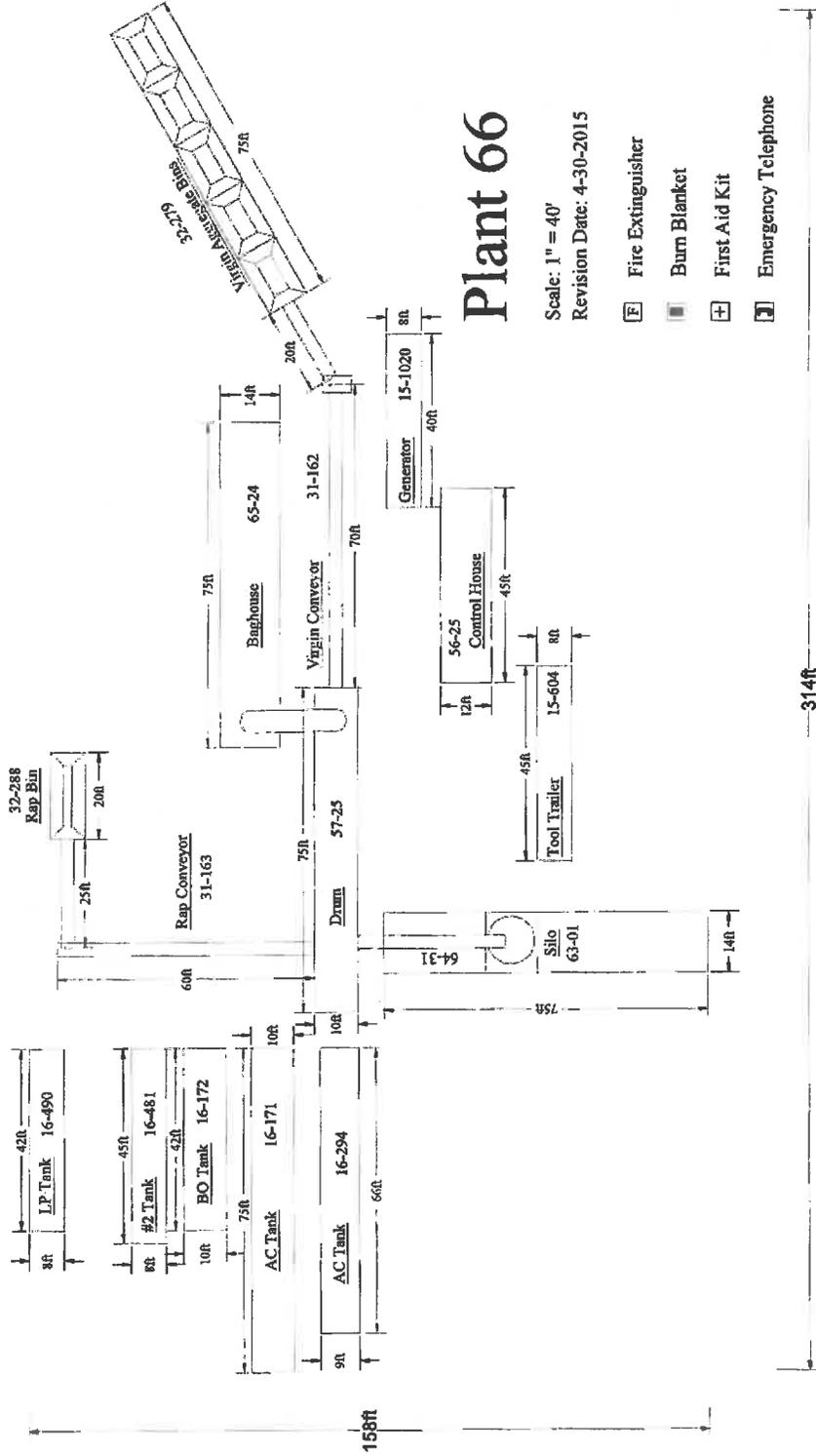


125 Feet

CUP Application Map Gengler Asphalt Plant Set

NOTES





Plant 66

Scale: 1" = 40'
Revision Date: 4-30-2015

- Fire Extinguisher
- Burn Blanket
- First Aid Kit
- Emergency Telephone

National Pollutant Discharge Elimination System/State Disposal System
MNG490081

Permittee: Mathy Construction Company
Facility name: Mathy Construction - Aggregate
City or Township: Rochester **County:** Olmsted
Issuance date: May 5, 2023
Expiration date: May 31, 2027
Modification date: January 12, 2024

The state of Minnesota, on behalf of its citizens through the Minnesota Pollution Control Agency (MPCA), authorizes the Permittee to operate a disposal system at the facility named above and in accordance with the requirements of this permit.

The goal of this permit is to reduce pollutant levels in point source discharges and protect water quality in accordance with the U.S. Clean Water Act, Minnesota statutes and rules, and federal laws and regulations.

This permit is effective on the issuance date identified above. This permit expires at midnight on the expiration date identified above.

Signature: *Elise M. Doucette*

This document has been electronically signed.

for the Minnesota Pollution Control Agency

Elise M. Doucette, Supervisor
Water Section
Industrial Division

Submit eDMRs

Submit via the MPCA e-Services at

https://rsp.pca.state.mn.us/TEMPO_RSP/Orchestrate.do?initiate=true

Submit WQ reports to:

Electronically: wq.submittals.mPCA@state.mn.us

Include *Water quality submittals form*:

<https://www.pca.state.mn.us/sites/default/files/wq-wwprm7-71.docx>

Questions on this permit?

- For eDMR and other permit reporting issues, use the directory listed at the bottom of the DMR page: <https://www.pca.state.mn.us/business-with-us/discharge-monitoring-reports>
- For specific permit requirements, contact your compliance staff: <https://www.pca.state.mn.us/business-with-us/wastewater-compliance-and-enforcement-staff>
- Wastewater Permit Program general questions, contact: MPCA, 651-282-6143 or 800-657-3938

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3. Submittal action summary.....	46
4. Limits and monitoring.....	54

1. Summary of stations and station locations

Station	Type of station	Local name	PLS location
LA 001	MNG49 Wastewater	Asphalt Plant 92-Portable (D1-2951) Wastewater Contained on Site.	T107N, R14W, S14, SE Quarter
LA 002	MNG49 Wastewater	Asphalt Plant 52-Portable (D1-2951) Wastewater Contained on Site.	T107N, R14W, S14, SE Quarter
LA 003	MNG49 Wastewater	Moyer Quarry, Wabasha Co. (J2-1422, D1-2951) Wastewater Contained on Site.	T111N, R13W, S23, NE Quarter
LA 004	MNG49 Wastewater	Becker Quarry, Wabasha Co. (J2-1422, D1-2951) Wastewater Contained on Site.	T108N, R11W, S01, NE Quarter
LA 005	MNG49 Wastewater	Fountain Quarry, Fillmore (J2-1422, D1-2951) Wastewater Contained on Site.	T103N, R11W, S03, NE Quarter
LA 006	MNG49 Wastewater	43 Quarry, Winona (J2-1422, D1-2951) Wastewater Contained on Site.	T106N, R07W, S16, NE Quarter
LA 007	MNG49 Wastewater	63 Quarry, Olmsted (J2-1422, D1-2951) Wastewater Contained on Site.	T105N, R14W, S02, NE Quarter
LA 008	MNG49 Wastewater	Eggert Quarry, Fillmore (J2-1422, D1-2951) Wastewater Contained on Site.	T104N, R08W, S02, NE Quarter
LA 009	MNG49 Wastewater	Fabian Quarry, Winona (J2-1422, D1-2951) Wastewater Contained on Site.	T106N, R10W, S11, NE Quarter
LA 010	MNG49 Wastewater	Hammond Quarry, Wabasha (J2-1422, D1-2951) Wastewater Contained on Site.	T109N, R13W, S29, NE Quarter
LA 011	MNG49 Wastewater	Pickwick Quarry, Winona (J2-1422, D1-2951) Wastewater Contained on Site.	T105N, R06W, S01, NE Quarter
LA 012	MNG49 Wastewater	Rifle Hill Quarry, Fillmore (J2-1422, D1-2951) Wastewater Contained on Site.	T102N, R12W, S35, NE Quarter
LA 013	MNG49 Wastewater	Country Club Pit, Olmsted (J1-1442, D1-2951) Wastewater Contained on Site.	T107N, R14W, S33, NE Quarter
LA 014	MNG49 Wastewater	Eyota Quarry, Olmsted (J2-1422, D1-2951) Wastewater Contained on Site.	T106N, R12W, S08, NE Quarter
LA 015	MNG49 Wastewater	Meyer 248 Quarry, Winona (J2-1422, D1-2951) Wastewater Contained on Site.	T107N, R09W, S04, NE Quarter
LA 016	MNG49 Wastewater	Rochester Sand & Gravel, Olmsted (J2-1422, D1-2951) Wastewater Contained on Site.	T107N, R14W, S14, NE Quarter
LA 017	MNG49 Wastewater	Hammel Quarry, Fillmore (J2-1422, D1-2951) Wastewater Contained on Site.	T104N, R12W, S36, NE Quarter
LA 018	MNG49 Wastewater	Predmore Quarry, Olmsted (J2-1422, D1-2951) Wastewater Contained on Site.	T105N, R13W, S13, NE Quarter
LA 021	MNG49 Wastewater	Wiste Pit, Wabasha (J1-1442, D1-2951) Wastewater Contained on Site.	T109N, R14W, S01, NE Quarter
LA 022	MNG49 Wastewater	Yeadke Quarry, Winona (J2-1422, D1-2951) Wastewater Contained on Site.	T106N, R06W, S20, NE Quarter
LA 023	MNG49 Wastewater	Silo Quarry, Winona (J2-1422, D1-2951) Wastewater Contained on Site.	T107N, R09W, S35, NE Quarter
LA 024	MNG49 Wastewater	Troy Quarry, Winona (J2-1422, D1-2951) Wastewater Contained on Site.	T105N, R10W, S30, NE Quarter
LA 025	MNG49 Wastewater	Tesmer Quarry, Wabasha (J2-1422, D1-2951) Wastewater Contained on Site.	T108N, R12W, S05, NE Quarter
LA 026	MNG49 Wastewater	Doane Quarry, Wabasha (J2-1422, D1-2951) Wastewater Contained on Site.	T109N, R11W, S30, NE Quarter

LA 028	MNG49 Wastewater	Fossum Pit, Fillmore (J1-1442, D1-2951) Wastewater Contained on Site.	T104N, R08W, S02, NE Quarter
LA 029	MNG49 Wastewater	Asphalt Plant 24-Portable (D1-2951) Wastewater Contained on Site.	T107N, R14W, S14, SE Quarter
LA 030	MNG49 Wastewater	Asphalt Plant 66-Portable (D1-2951) Wastewater Contained on Site.	T106N, R07W, S16, NW Quarter
LA 031	MNG49 Wastewater	Asphalt Plant 77 (D1-2951) Wastewater Contained on Site.	T107N, R14W, S14, SE Quarter
LA 032	MNG49 Wastewater	Gudmundson Quarry, Winona (J2-1422, D1-2951) Wastewater Contained on Site.	T106N, R08W, S16, NE Quarter
LA 033	MNG49 Wastewater	Wykoff Quarry, Winona (J2-1422, D1-2951) Wastewater Contained on Site.	T103N, R12W, S26, NE Quarter
LA 034	MNG49 Wastewater	Dumphries Quarry, Wabasha (J2-1422, D1-2951) Wastewater Contained on Site.	T110N, R11W, S08, NE Quarter
LA 035	MNG49 Wastewater	Carlson Pit, Goodhue (J1-1442, D1-2951) Wastewater Contained on Site.	T112N, R13W, S15, NE Quarter
LA 036	MNG49 Wastewater	Willey Quarry, Olmsted (J2-1422, D1-2951) Wastewater Contained on Site.	T105N, R12W, S02, NE Quarter
LA 037	MNG49 Wastewater	Pilot Mound Quarry, Fillmore (J2-1422, D1-2951) Wastewater Contained on Site.	T104N, R10W, S03, NE Quarter
LA 038	MNG49 Wastewater	Gusa Pit, Wabasha (J1-1442, D1-2951) Wastewater Contained on Site.	T110N, R10W, S10, NE Quarter
LA 039	MNG49 Wastewater	Hammell (Bernard) Quarry, Olmsted (J2-1422, D1-2951) Wastewater Contained on Site.	T105N, R11W, S33, NE Quarter
LA 040	MNG49 Wastewater	Frontenac Pit, Olmsted (J1-1442, D1-2951) Wastewater Contained on Site.	T112N, R13W, S15, NE Quarter
LA 042	MNG49 Wastewater	Hansen Quarry, Fillmore (J2-1422, D1-2951) Wastewater Contained on Site.	T102N, R10W, S11, NW Quarter
LA 044	MNG49 Wastewater	Kingsbury (Allan) Pit, Fillmore (J1-1442, D1-2951) Wastewater Contained on Site.	T104N, R09W, S25, SW Quarter
LA 045	MNG49 Wastewater	Scheil/La Crescent Quarry, Houston (J2-1422, D1-2951) Wastewater Contained on Site.	T104N, R04W, S08, SW Quarter
LA 046	MNG49 Wastewater	Nurre Pit, Le Sueur (J1-1442, D1-2951) Wastewater Contained on Site.	T111N, R26W, S14, NW Quarter
LA 050	MNG49 Wastewater	Stewartville I-90 Quarry, Olmsted (J2-1422, D1-2951) Wastewater Contained on Site.	T105N, R13W, S32, SW Quarter
LA 051	MNG49 Wastewater	Sherwin Pit, Rice (J1-1442, D1-2951) Wastewater Contained on Site.	T111N, R19W, S26, SW Quarter
LA 052	MNG49 Wastewater	Belter Pit, Wabasha (J1-1442, D1-2951) Wastewater Contained on Site.	T110N, R10W, S26, NW Quarter
LA 053	MNG49 Wastewater	Hammond Quarve Quarry Pit #486, Wabasha Co. (J2-1422, D1-2951)	T109N, R13W, S32, NE Quarter
LA 054	MNG49 Wastewater	East Burns Valley Quarry, Winona (J2-1422, D1-2951) Wastewater Contained on Site.	T106N, R07W, S21, SW Quarter
LA 057	MNG49 Wastewater	Hornberg Quarry, Winona (J2-1422, D1-2951) Wastewater Contained on Site.	T105N, R06W, S01, NW Quarter
LA 060	MNG49 Wastewater	Woodward Quarry, Winona (J2-1422, D1-2951) Wastewater Contained on Site.	T106N, R10W, S24, SW Quarter
LA 061	MNG49 Wastewater	Asphalt Plant 53 (D1-2951) Wastewater Contained on Site.	T104N, R14W, S14, SE Quarter

LA 062	MNG49 Wastewater	Panhandle Quarry Pit (J2-1422, D1-2951) Wastewater Contained on Site.	T104N, R14W, S05, NE Quarter
LA 063	MNG49 Wastewater	Kunz Sand Pit (J1-1442, D1-2951) Wastewater Contained on Site.	T108N, R16W, S16, NW Quarter
LA 064	MNG49 Wastewater	Golberg Quarry (J2-1422, D1-2951) Wastewater Contained on Site.	T108N, R14W, S36, SW Quarter
LA 065	MNG49 Wastewater	Spinler Quarry (J1-1442, J2-1422, D1-2951) Wastewater Contained on Site.	T106N, R21W, S02, SE Quarter
LA 066	MNG49 Wastewater	Asphalt Plant 25 - Portable Plant (D1-2951) Wastewater Contained on Site.	T109N, R17W, S28, SW Quarter
LA 067	MNG49 Wastewater	Gengler Quarry (J2-1422, D1-2951) Wastewater Contained on Site.	T102N, R05W, S16, SW Quarter
LA 068	MNG49 Wastewater	Pool Hill Quarry (J1-1442, D1-2951) Wastewater Contained on Site.	T101N, R04W, S33, SW Quarter
LA 069	MNG49 Wastewater	Engrav Quarry (J2-1422, D1-2951) Wastewater Contained on Site.	T101N, R08W, S24, NE Quarter
LA 070	MNG49 Wastewater	Engelstad Pit (J1-1442, D1-2951) Wastewater Contained on Site.	T107N, R21W, S35, SE Quarter
LA 071	MNG49 Wastewater	Ceplecha Pit (J1-1442, D1-2951) Wastewater Contained on Site.	T112N, R19W, S15, NW Quarter
LA 073	MNG49 Wastewater	Nelson Pit (J1-1442, D1-2951) Wastewater Contained on Site.	T112N, R21W, S34, NW Quarter
LA 074	MNG49 Wastewater	Asphalt Plant #85 (D1-2951) Wastewater Contained on Site.	T110N, R14W, S19, SW Quarter
LA 075	MNG49 Wastewater	Doty Quarry (J2-1422, D1-2951) Wastewater Contained on Site.	T105N, R14W, S04, NE Quarter
LA 076	MNG49 Wastewater	Rochester North Quarry (J1-1442, J2-1422, D1-2951) Wastewater Contained on Site.	T107N, R14W, S11, SE Quarter
LA 077	MNG49 Wastewater	85th Street Quarry (J1-1442, J2-1422, D1-2951) Wastewater Contained on Site.	T108N, R14W, S28, NE Quarter
LA 078	MNG49 Wastewater	LaCanne Pit (J1-1442, D1-2951) Wastewater Contained on Site.	T109N, R17W, S28, NW Quarter
LA 080	MNG49 Wastewater	Asphalt Plant 15-Portable (D1-2951) Wastewater Contained on Site.	T106N, R08W, S16, NE Quarter
LA 081	MNG49 Wastewater	Asphalt Plant 23-Portable (D1-2951) Wastewater Contained on Site.	T106N, R08W, S16
LA 085	MNG49 Wastewater	Asphalt Plant 49-Portable (D1-2951) Wastewater Contained on Site.	T107N, R14W, S14, NE Quarter
LA 087	MNG49 Wastewater	Asphalt Plant 54-Portable (D1-2951) Wastewater Contained on Site.	T107N, R13W, S03, NW Quarter
LA 088	MNG49 Wastewater	Asphalt Plant 60-Portable (D1-2951) Wastewater Contained on Site.	T107N, R13W, S03, NW Quarter
LA 090	MNG49 Wastewater	Asphalt Plant 67-Portable (D1-2951) Wastewater Contained on Site.	T107N, R13W, S03, NW Quarter
LA 092	MNG49 Wastewater	Asphalt Plant 82 - Portable (D1-2951) Wastewater Contained on Site.	T108N, R14W, S36, SE Quarter
LA 093	MNG49 Wastewater	Asphalt Plant 18-Portable (D1-2951) Wastewater Contained on Site.	T107N, R14W, S14
LA 094	MNG49 Wastewater	Asphalt Plant 28-Portable (D1-2951) Wastewater Contained on Site.	T107N, R14W, S14
LA 095	MNG49 Wastewater	Asphalt Plant 47-Portable (D1-2951) Wastewater Contained on Site.	T107N, R14W, S14

LA 097	MNG49 Wastewater	Millersburg Pit (J1-1442, D1-2951) Wastewater Contained on Site.	T111N, R21W, S09, NW Quarter
LA 098	MNG49 Wastewater	Weir Pit (J1-1442, D1-2951) Wastewater Contained on Site.	T106N, R21W, S01, SW Quarter
LA 099	MNG49 Wastewater	Asphalt Plant CIR-Portable (D1-2951) Wastewater Contained on Site.	T106N, R13W, S03, SW Quarter
LA 100	MNG49 Wastewater	Riverview Acres (J1-1442, D1-2951) Wastewater Contained on Site.	T108N, R15W, S02, NW Quarter
LA 101	MNG49 Wastewater	Asphalt Plant 43 (D1-2951) Wastewater Contained on Site.	T106N, R13W, S03, SW Quarter
LA 102	MNG49 Wastewater	Castle Rock Quarry (J1-1442, J2-1422, D1-2951) Wastewater Contained on Site.	T112N, R19W, S12, NE Quarter
SD 005	Stormwater, Non-specific Runoff	43 Quarry, Winona (J2-1422, D1-2951)	T106N, R07W, S16, NE Quarter
SD 006	Stormwater, Non-specific Runoff	63 Quarry, Olmsted (J2-1422, D1-2951)	T105N, R14W, S02, NE Quarter
SD 008	MNG49 Stormwater, Non-specific	Eggert Quarry, Fillmore (J2-1422, D1-2951)	T104N, R08W, S02, NE Quarter
SD 009	MNG49 Stormwater, Non-specific	Fabian Quarry, Winona (J2-1422, D1-2951)	T106N, R10W, S11, NE Quarter
SD 010	MNG49 Stormwater, Non-specific	Hammond Quarry, Wabasha (J2-1422, D1-2951)	T109N, R13W, S29, NE Quarter
SD 011	MNG49 Stormwater, Non-specific	Pickwick Quarry, Winona (J2-1422, D1-2951)	T105N, R06W, S01, NE Quarter
SD 012	MNG49 Stormwater, Non-specific	Rifle Hill Quarry, Fillmore (J2-1422, D1-2951)	T102N, R12W, S35, NW Quarter of the NE Quarter
SD 013	MNG49 Stormwater, Non-specific	Country Club, Olmsted (J1-1442, D1-2951)	T107N, R14W, S33, NE Quarter
SD 014	MNG49 Stormwater, Non-specific	Eyota Quarry, Olmsted (J2-1422, D1-2951)	T106N, R12W, S08, NE Quarter
SD 018	MNG49 Stormwater, Non-specific	Rochester Sand & Gravel, Olmsted (J2-1422, D1-2951)	T107N, R14W, S14, NE Quarter
SD 018	MNG49 Stormwater, Non-specific	Rochester Sand & Gravel, Olmsted (J2-1422, D1-2951)	T107N, R14W, S14, SE Quarter
SD 028	MNG49 Stormwater, Non-specific	Silo Quarry, Winona (J2-1422, D1-2951)	T107N, R09W, S35, NE Quarter
SD 032	MNG49 Stormwater, Non-specific	Doane Quarry, Wabasha (J2-1422, D1-2951)	T109N, R11W, S29, NE Quarter
SD 041	MNG49 Stormwater, Non-specific	Asphalt Plant 15-Portable (D1-2951)	T106N, R08W, S16, NE Quarter
SD 042	MNG49 Stormwater, Non-specific	Asphalt Plant 23-Portable (D1-2951)	T106N, R08W, S16
SD 043	MNG49 Stormwater, Non-specific	Asphalt Plant 24 (D1-2951)	T107N, R14W, S14, SE Quarter
SD 046	MNG49 Stormwater, Non-specific	Asphalt Plant 52-Portable (D1-2951)	T107N, R14W, S14, SE Quarter
SD 047	MNG49 Stormwater, Non-specific	Asphalt Plant 54-Portable (D1-2951)	T107N, R13W, S03, NW Quarter
SD 049	MNG49 Stormwater, Non-specific	Asphalt Plant 60-Portable (D1-2951)	T107N, R13W, S03, NW Quarter
SD 050	MNG49 Stormwater, Non-specific	Asphalt Plant 66-Portable (D1-2951)	T106N, R07W, S16, NE Quarter of the NW Quarter
SD 051	MNG49 Stormwater, Non-specific	Asphalt Plant 67-Portable (D1-2951)	T107N, R13W, S03, NW Quarter

SD 052	MNG49 Stormwater, Non-specific	Asphalt Plant 77 (D1-2951)	T107N, R14W, S14, SE Quarter
SD 053	MNG49 Stormwater, Non-specific	Gudmundson Quarry, Winona (J2-1422, D1-2951)	T106N, R08W, S16, NE Quarter
SD 054	MNG49 Stormwater, Non-specific	Wykoff Quarry, Winona (J2-1422, D1-2951)	T103N, R12W, S26, NE Quarter
SD 056	MNG49 Stormwater, Non-specific	Dumphries Quarry, Wabasha (J2-1422, D1-2951)	T110N, R11W, S08, NE Quarter
SD 059	MNG49 Stormwater, Non-specific	Willey Quarry, Olmsted (J2-1422, D1-2951)	T105N, R12W, S02, NE Quarter
SD 063	MNG49 Stormwater, Non-specific	Hammell (Bernard) Quarry, Olmsted (J2-1422, D1-2951)	T105N, R11W, S33, NE Quarter
SD 071	MNG49 Stormwater, Non-specific	Hansen Quarry, Fillmore (J2-1422, D1-2951)	T102N, R10W, S11, NW Quarter
SD 074	MNG49 Stormwater, Non-specific	Scheil/La Crescent Quarry, Houston (J2-1422, D1-2951)	T104N, R04W, S08, SW Quarter
SD 081	MNG49 Stormwater, Non-specific	Sherwin Pit, Rice (J1-1442, D1-2951)	T111N, R19W, S26, SW Quarter
SD 083	MNG49 Stormwater, Non-specific	Hammond Quarve Quarry Pit, Wabasha (J2-1422, D1-2951)	T109N, R13W, S32, NE Quarter of the NE Quarter
SD 085	MNG49 Stormwater, Non-specific	East Burns Valley Quarry, Winona (J2-1422, D1-2951)	T106N, R07W, S21, NW Quarter of the SW Quarter
SD 088	MNG49 Stormwater, Non-specific	Hornberg Quarry, Winona (J2-1422, D1-2951)	T105N, R06W, S01, SW Quarter of the NW Quarter
SD 091	MNG49 Stormwater, Non-specific	Woodward Quarry, Winona (J2-1422, D1-2951)	T106N, R10W, S24, SW Quarter of the SW Quarter
SD 092	MNG49 Stormwater, Non-specific	Asphalt Plant 53 (D1-2951)	T104N, R14W, S14, SE Quarter
SD 094	MNG49 Stormwater, Non-specific	Panhandle Quarry Pit (J2-1422, D1-2951)	T104N, R14W, S05, NE Quarter
SD 097	MNG49 Stormwater, Non-specific	Golberg Quarry (J2-1422, D1-2951)	T108N, R14W, S36, SW Quarter of the SW Quarter
SD 099	MNG49 Stormwater, Non-specific	Asphalt Plant 25 - Portable Plant (D1-2951)	T109N, R17W, S28, NE Quarter of the SW Quarter
SD 101	MNG49 Stormwater, Non-specific	Asphalt Plant 82 - Portable Plant (D1-2951)	T108N, R14W, S36, SE Quarter
SD 102	MNG49 Stormwater, Non-specific	Gengler Quarry (J2-1422, D1-2951)	T102N, R05W, S16, SE Quarter of the SW Quarter
SD 104	MNG49 Stormwater, Non-specific	Engrav Quarry (J2-1422, D1-2951)	T101N, R08W, S24, NE Quarter of the NE Quarter
SD 112	MNG49 Stormwater, Non-specific	Asphalt Plant 85 - Rice (D1-2951)	T110N, R14W, S19, NW Quarter of the SW Quarter
SD 114	MNG49 Stormwater, Non-specific	Doty Quarry (J2-1422, D1-2951)	T105N, R14W, S04, SW Quarter of the NE Quarter
SD 115	MNG49 Stormwater, Non-specific	Rochester North Quarry (J1-1442, J2-1422, D1-2951)	T107N, R14W, S11, SE Quarter
SD 116	MNG49 Dewatering	Rochester Sand & Gravel, Olmsted (J2-1422, D1-2951)	T107N, R14W, S14, NE Quarter
SD 117	MNG49 Dewatering	Golberg Quarry #435 (J2-1422, D1-2951)	T108N, R14W, S36, SW Quarter of the SW Quarter
SD 118	MNG49 Dewatering	Spinler Quarry (J1-1442, J2-1422, D1-2951)	T106N, R21W, S02, SE Quarter of the SE Quarter
SD 119	MNG49 Stormwater, Non-specific	85th Street Quarry (J1-1442, J2-1422, D1-2951)	T108N, R14W, S28, NE Quarter

SD 119	MNG49 Stormwater, Non-specific	85th Street Quarry (J1-1442, J2-1422, D1-2951)	T108N, R14W, S28, NW Quarter
SD 120	MNG49 Dewatering	Stewartville I-90 Quarry, Olmsted (J2-1422, D1-2951)	T105N, R14W, S32, SW Quarter
SD 121	MNG49 Dewatering	Panhandle Quarry Pit (J2-1422, D1-2951)	T104N, R14W, S05, NE Quarter
SD 122	MNG49 Dewatering	Rochester North Quarry (J1-1442, J2-1422, D1-2951)	T107N, R14W, S11, SE Quarter
SD 124	MNG49 Stormwater, Non-specific	Asphalt Plant 92-Portable (D1-2951)	T107N, R14W, S14, SE Quarter
SD 126	MNG49 Stormwater, Non-specific	Asphalt Plant 49-Portable (D1-2951)	T107N, R14W, S14, NE Quarter
SD 127	MNG49 Stormwater, Non-specific	Asphalt Plant 18-Portable (D1-2951)	T107N, R14W, S14
SD 128	MNG49 Stormwater, Non-specific	Asphalt Plant 28-Portable (D1-2951)	T107N, R14W, S14
SD 129	MNG49 Stormwater, Non-specific	Asphalt Plant 47-Portable (D1-2951)	T107N, R14W, S14
SD 133	MNG49 Stormwater, Non-specific	Asphalt Plant CIR-Portable (D1-2951)	T106N, R13W, S03, SW Quarter
SD 135	MNG49 Stormwater, Non-specific	Asphalt Plant 43 (D1-2951)	T106N, R13W, S03, SW Quarter
SD 136	MNG49 Dewatering	Doane Quarry, Wabasha (J2-1422, D1-2951)	T109N, R11W, S29, NE Quarter

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: *Skyline Materials LTD* DATE: *July 31, 2025*

C.U.P. REQUESTED: *To expand a quarry for mineral extraction in the Agricultural Protection District.*

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

FINDINGS OF FACT

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

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

Staff Analysis: The importance of aggregate to the community for use in construction, road maintenance and other uses is recognized in the County's values which guide the Comprehensive Land Use Plan. Further, the transportation goal is to maintain a transportation system which compliments land use development and policies throughout the County. The materials produced by the quarry contribute to the achievement of these goals.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The applicant identifies that aggregate is a mineral source used in many local public and private projects. The Underpass South Quarry has limited supply left and this permit will allow them to prepare this quarry so it's operational when that time comes.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Excavations are proposed above the water table and there are no water features located within the area to be covered by the permit. Stormwater will be contained within the quarry floor and runoff from adjacent properties will not be permitted to flow into the quarry. No chemical storage is proposed beyond gasoline/diesel fuel.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Stormwater will be contained within the quarry floor and berms will prevent any offsite water from entering the site. The applicant will ne to secure and maintain a construction stormwater permit from the MPCA.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The overburden will be stripped and stockpiled for reclamation but the site is an existing rock quarry so has known quality aggregate resources.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: No hazardous materials except gasoline and diesel fuel will be stored onsite. Portable toilets will be utilized and services by licensed companies. Licensed blasting contractors will be utilized and will follow standard operating procedures to reduce dust control. An NPDES permit will be required from the MPCA prior to any activity onsite.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The site is accessed from State 44 and also has second emergency access.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: There is adequate parking for all employees, equipment and truck loading within the quarry.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: This quarry is proposed to begin after the depletion of resources at the south quarry. It is expected that overall traffic and impacts will not differ greatly from the existing operation, just relocate it.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Current conditions require notice to residents prior to blasting. This proposal may greatly impact the dwelling immediately south of the project area, however, a previous landowner permitted that structure realizing those potential impacts. This should not impact surrounding agricultural land and the other dwellings within the vicinity are setback enough that dust and vibration should be limited. This proposal will not differ greatly from the existing operation.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The surrounding property is a mixture of tillable and timber with some pasture. There are few residences in this area and historically mineral extraction has been a prevalent land use in this location.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Operators will follow noise and dust mitigation methods as identified for the operations at the Underpass South Quarry.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: N/A

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

Staff Analysis: This proposal is a request to expand the physical boundary and location of the operation but is not increasing the intensity of the current operation.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The area has been heavily used for mineral extraction historically due to quality resources and proximity to paved roads. There is one landowner and dwelling that will likely experience major impacts, but the general public's health, safety, morals and general welfare should be minimally impacted.

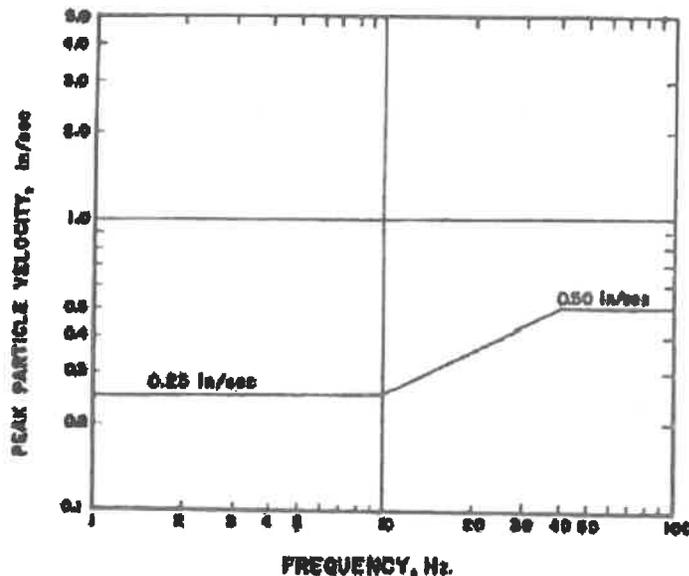
Board agreed to the finding by a unanimous vote.

Franklin Hahn made a motion to accept the findings as presented. Wayne Feldmeier seconded. A roll call vote was taken. All were in favor. Motion carried.

Johnathon Glasspoole made a motion to recommend the Houston County Board approve a Conditional Use application to expand a quarry for mineral extraction with the following conditions in Spring Grove Township:

1. The Permittee shall comply with all federal, state, and local laws and regulations;
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. When requested by the County, but not more than once in any year, the Permittee shall submit a reclamation report which includes the following information:
 - a. Name and mailing address of operator;
 - b. The name, telephone number, cellular number, and email address of the person to be contacted regarding mine operation;
 - c. A map or maps that accurately show and label:
 - i. Total acreage of the mine area;
 - ii. The acreage of the mine area currently disturbed by mining operations and not yet reclaimed;
 - iii. The acreage of any portion of the mine area presently undergoing the process of reclamation;
 - iv. The total acreage of reclaimed land;
 - d. A statement of progress of mining operations since the County approved the reclamation plan or since the last submitted report, whichever is later.
 - e. A statement of mining operations and reclamation activities expected to occur in the next 12 months, including updated cost estimates for the cost of reclamation of currently disturbed areas and areas anticipated to be disturbed in the next 12 months.
 - f. A certification signed by the operator that information provided is true and accurate.
4. Final reclamation shall meet the County zoning ordinance standards after mining operation cease.
5. A financial assurance shall be filed with the County Treasurer in an amount not less than \$15,000.
 - a. Financial Assurance Requirements.
 - i. Financial Assurance shall be in the form of bond, cash deposits, irrevocable letters of credit or other security, in such form and sum as the County Board may require covering the cost of reclamation of the property.
 - ii. Bonds shall be issued by a surety company licensed to do business in the State of Minnesota.
 - iii. Each bond shall provide that the bond shall not be canceled by the surety, except after not less than 90 days' notice to the Zoning Office, in writing, by registered or certified mail. Not less than 30 days prior to the expiration of the 90-day notice of cancellation, the operator must deliver a replacement bond or approved alternate financial assurance in absence of which all nonmetallic mining shall cease, and the county will begin actions to call in the bond.
 - iv. The bond shall be payable to "Houston County, Minnesota".

- v. Bonds must be for all areas that have been disturbed or are proposed to be disturbed within 12 months where reclamation has not been certified by the County. Bonds may be for stages of phases of a site, but in no instance shall the bond be for an area less than 4 acres. Disturbances related to nonmetallic mining shall be limited to the areas which have bonds approved for them.
6. The mine perimeter shall be surveyed and applicable setbacks shall be marked on the ground with posts such that each post is visible from each adjacent post. Property line setbacks shall be 50 feet.
 7. The Permittee shall maintain a list of owners of property within 3000' of the site, as measured from the approved mine boundaries, who wish to be notified in advance of blasting. The Permittee shall contact all owners of property within 3000' of the mine site and inquire whether they wish to be included on the list; notice will be provided to those who do 24 hours in advance of blasting.
 8. Seismograph(s) shall be used to monitor the effects of blasting on neighboring properties. The Permittee shall notify the owners of buildings located within one half mile of the mine site of the option of having a seismograph periodically located on their property; the Permittee shall hire a third party to place and monitor seismographs, and make the information collected available to said property owners and the County. At least two seismograph measurements shall be recorded for each blast at two of the participating properties, or, if permission from neighboring property owners is not granted, on a location to be determined by the blasting contractor. Measurements shall be taken using industry standard practices, and shall not exceed the curve shown on the following chart:



9. Hours of operation shall be limited to the following: Weekdays: 6:00 AM - 8:00 PM
Saturdays: 8:00 AM- 3:00 PM Sundays: Closed Holidays*: Closed. *Holidays shall mean holidays observed by Houston County. Limits to hours of operation may be suspended by Houston County.
10. Excavation shall not occur below a depth of 1,237 feet, except as part of an approved reclamation plan.

Franklin Hahn seconded. A roll call vote was taken. All were in favor. Motion carried.

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: G & K Development L.C. DATE: July 31, 2025

C.U.P REQUESTED: Expand a quarry for mineral extraction in the Agricultural Protection District.

The Planning Commission shall not recommend an interim use permit unless they find the following:

FINDINGS OF FACT

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

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

Staff Analysis: The importance of aggregate to the community for use in construction, road maintenance and other uses is recognized in the County's values which guide the Comprehensive Land Use Plan. The materials produced by the quarry contribute to the achievement of these goals.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The applicant identifies that aggregate is a mineral source used in many local public and private projects.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: There are no water features located within the area to be covered by this permit. Stormwater will be contained within the quarry floor and runoff from adjacent properties will not be permitted to flow into the quarry. No chemical storage is proposed beyond gasoline/diesel fuel.

Board agreed to the finding by unanimous vote.

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

Staff Analysis: Stormwater will be contained within the quarry floor.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: There is a silt loam overburden, but the site is an existing rock quarry so has known quality aggregate resources.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: No hazardous materials except gasoline and diesel fuel will be stored onsite. Portable toilets will be utilized and serviced by licensed companies. Licensed blasting contractors will be utilized and will follow standard operating procedures to reduce dust control.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The site is accessed from State 44 and also has a second emergency access. Since this is an existing quarry, all other facilities are currently in place.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: All parking is contained within the quarry. There is adequate parking for the four employees, equipment parking and truck loading.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The 2020 application indicated an average of 28-45 trips per day. Since this is only an expansion in the physical area there is no anticipated change from the current operation.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The operation itself will not change and even as the quarry moves east it will still be set back 1,800 feet from the closest dwelling. Current conditions require notice to residents prior to blasting.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The surrounding property is a mixture of tillable and timber with some pasture. There are a few residences in this area and historically mineral extraction has been a prevalent land use in this location.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Operators will continue to follow noise and dust mitigation methods as previously identified.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: N/A

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

Staff Analysis: This proposal is a request to expand the physical boundary and is not increasing the intensity of the current operation.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The site has operated for many years with no known impacts to the public's health, safety, morals, and general welfare. The applicant is not proposing a change in operation, just boundary and therefore will be a continuation of current practices.

Board agreed to the finding by a unanimous vote.

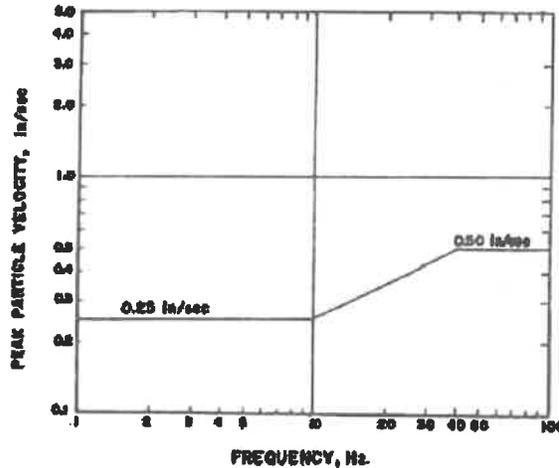
Wayne Feldmeier made a motion to accept the findings as presented. Johnathon Glasspoole seconded. All were in favor. Motion carried.

Johnathon Glasspoole made a motion to recommend the Houston County Board approve a Conditional Use Permit to expand a quarry for mineral extraction in the Agricultural Protection District with the following conditions in Spring Grove Township:

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. When requested by the County, but not more than once in any year, the Permittee shall submit a reclamation report which includes the following information:
 - a. Name and mailing address of operator.
 - b. The name, telephone number, cellular number, and email address of the person to be contacted regarding mine operation.
 - c. A map or maps that accurately show and label:
 - i. Total acreage of the mine area.
 - ii. The acreage of the mine area currently disturbed by mining operations and not yet reclaimed.

- iii. The acreage of any portion of the mine area presently undergoing the process of reclamation.
 - iv. The total acreage of reclaimed land.
 - d. A statement of progress of mining operations since the County approved the reclamation plan or since the last submitted report, whichever is later.
 - e. A statement of mining operations and reclamation activities expected to occur in the next 12 months, including updated cost estimates for the cost of reclamation of currently disturbed areas and areas anticipated to be disturbed in the next 12 months.
 - f. A certification signed by the operator that information provided is true and accurate.
 - 4. Final reclamation shall meet the County zoning ordinance standards after mining operation ceases.
 - 5. A financial assurance shall be filed with the County Treasurer in an amount not less than \$15,000.
 - a. Financial Assurance Requirements.
 - i. Financial Assurance shall be in the form of bond, cash deposits, irrevocable letters of credit or other security, in such form and sum as the County Board may require covering the cost of reclamation of the property.
 - ii. Bonds shall be issued by a surety company licensed to do business in the State of Minnesota.
 - iii. Each bond shall provide that the bond shall not be canceled by the surety, except after not less than 90 days' notice to the Zoning Office, in writing, by registered or certified mail. Not less than 30 days prior to the expiration of the 90 day notice of cancellation, the operator must deliver a replacement bond or approved alternate financial assurance in absence of which all nonmetallic mining shall cease, and the County will begin actions to call in the bond.
 - iv. The bond shall be payable to "Houston County, Minnesota"/
 - v. Bonds must be for all areas that have been disturbed or are proposed to be disturbed within 12 months where reclamation has not been certified by the County. Bonds may be for stages of phases of a site, but in no instance shall the bond be for an area less than 4 acres. Disturbances related to nonmetallic mining shall be limited to the areas which have bonds approved for them.
 - 6. The mine perimeter shall be surveyed and applicable setbacks shall be marked on the ground with posts such that each post is visible from each adjacent post. Property line setbacks shall be 50 feet except for the west side of the parcel as shown in Figure 2 below.
 - 7. The Permittee shall maintain a list of owners of property within 3,000 feet of the site, as measured from the approved mine boundaries, who wish to be notified in advance of blasting. The Permittee shall contact all owners of property within 3,000 feet of the mine site and inquire whether they wish to be included on the list; notice will be provided to those who do 24 hours in advance of blasting.

8. Seismograph(s) shall be used to monitor the effects of blasting on neighboring properties. The Permittee shall notify the owners of buildings located within one half mile of the mine site of the option of having a seismograph periodically located on their property; the Permittee shall hire a third party to place and monitor seismographs, and make the information collected available to said property owners and the County. At least two seismograph measurements shall be recorded for each blast at two of the participating properties, or, if permission from neighboring property owners is not granted, on a location to be determined by the blasting contractor. Measurements shall be taken using industry standard practices, and shall not exceed the curve shown on the following chart:



9. Hours of operation shall be limited to the following: Weekdays: 6:00 AM – 8:00 PM
Saturdays: 8:00 AM – 3:00 PM
Sundays: Closed
Holidays*: Closed. *Holidays shall mean holidays observed by Houston County. Limits to hours of operation may be suspended by Houston County.
10. Excavation shall not occur below a depth of 1,240 feet, except as part of an approved reclamation plan.

Franklin Hahn seconded. All were in favor. Motion carried.

The application, with the conditions, will be presented to the Houston County Board of Commissioners for final action.

CRITERIA FOR GRANTING INTERIM USE PERMITS

NAME OF APPLICANT: Mathy Construction Company DATE: July 31, 2025

I.U.P REQUESTED: Operate a temporary bituminous plant in the Agricultural Protection District.

The Planning Commission shall not recommend an interim use permit unless they find the following:

FINDINGS OF FACT

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

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

Staff Analysis: One of the guiding values of the Land Use Plan is to encourage continued priority of maintenance and improvement of road segments to support the economic vitality of the County and region. Further, the transportation goal is to maintain a transportation system which compliments land use development and land use policies through the County which this project supports.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: A scheduled project on CSAH 2 requires the temporary asphalt plant.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Standard precautions required by State and Federal Law will be followed. As an added measure, operators receive specialized training for spill response.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: This use should not impact quantity of water runoff and MPCA discharge standards are required to be met per their NPDES permit.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: N/A

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

Staff Analysis: A Spill Prevention Control Countermeasure Plan is in place and maintained by educated and competent employees. Applicable air quality standards are met as well.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Proposed routes avoid township roads and city streets, which can be damaged by heavy traffic.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: There is adequate space within the quarry footprint and outside of floodplain for this use.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: For past projects, increased traffic loading on all routes utilized was not projected to impact traffic a significant amount. This will be a short-term operation. The haul routes identified make use of the most robust roadways available.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The nearest dwelling is approximately 2,900 feet away. Adjacent properties are quarries, woodland, and cropland. This temporary facility should not have an impact greater than the operating quarry in which it will be housed.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The predominant use in the area is agricultural cropland and the nearby rock quarry, which is not anticipated to be affected. In addition, this temporary facility should not have an impact greater than the operating quarry in which it will be housed.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: the applicant identifies intent to reduce asphalt odor with odor suppressant and control fugitive dust with water. The proposed measures mitigate potential nuisances to the extent practical and are adequate given the relatively isolated location of the site.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: N/A

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

Staff Analysis: This temporary facility should not have an impact greater than the operating quarry in which it will be housed.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The proposed location is appropriate due to distances to neighboring dwellings and presence within a existing quarry. The Spill Prevention Control Countermeasure Plan mitigates unforeseen threats to public health, safety, morals, and general welfare to the extent practical. The proposed haul routes result in minimum wear on public road infrastructure, thus protecting the general welfare. Additionally, the applicant's previous work in the County has been conducted as presented and without incident.

Board agreed to the finding by a unanimous vote.

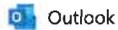
Franklin Hahn made a motion to accept the findings as presented. Johnathon Glasspoole seconded. All were in favor. Motion carried.

Eric Johnson made a motion to recommend the Houston County Board approve an interim use permit for a temporary bituminous plant in the Agricultural Protection District with the following conditions in Mayville Township:

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. Runoff from within the plant footprint shall be in accordance with MPCA discharge limits.
4. Permit expiration shall be 12 months from the date of issuance.

Johnathon Glasspoole seconded. All were in favor. Motion carried.

The application, with the conditions, will be presented to the Houston County Board of Commissioners for final action.



Commissioner Warrants 2025/08/05

From Lynn Colsch <LColsch@HoCoMN.gov>

Date Thu 7/31/2025 4:55 PM

To HoCo BOC <BOC@HoCoMN.gov>

Cc Carol Lapham <CLapham@HoCoMN.gov>; Eliana Babinski <EBabinski@HoCoMN.gov>; Susan Tostenson <STostenson@HoCoMN.gov>

**REQUEST APPROVAL FOR
PAYMENT**

**2025/08/05 COMMISSIONER'S
WARRANTS:**

VENDOR NAME	AMOUNT
BLUFF COUNTRY BRINE LLC	6,248.21
BRUENING ROCK PRODUCTS INC	7,747.78
CALEDONIA OIL CO INC	6,960.00
CLEAN HARBORS ENV SERVICES	7,013.77
COMMISSIONER OF TRANSPORTATION	2,090.68
DELTA DENTAL	7,103.92
HOKAH CO-OP OIL ASSN	5,746.50
INTERSTATE BILLING SERVICES	9,512.98
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	26,605.00
LIBERTY TIRE RECYCLING LLC	3,498.75
MEDICA	248,104.92
MN LIFE INSURANCE COMPANY	2,459.09
NUSS TRUCK & EQUIPMENT	158,691.70
SCHNEIDER CORPORATION/THE	3,075.00
SCOTT CONSTRUCTION INC	481,230.69
SHI INTERNATIONAL CORP	3,590.64
VERIZON WIRELESS	3,359.79
	<u>983,039.42</u>
32 VENDORS PAID LESS THAN \$2000.00	13,927.75
	<u>996,967.17</u>
PUBLIC HEALTH & HUMAN SERVICES	12,884.96
	<u>1,009,852.13</u>

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

Phone: 507-725-5825



Auditor Warrants 2025/07/17

From Lynn Colsch <LColsch@HoCoMN.gov>
Date Thu 7/31/2025 4:57 PM
To HoCo BOC <BOC@HoCoMN.gov>

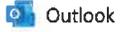
**REVIEW LICENSE CENTER
PAYMENTS**

**2025/07/17 AUDITOR
WARRANT:**

<u>VENDOR NAME</u>	<u>AMOUNT</u>
HOUSTON COUNTY	
TREASURER	<u>2,787.63</u>
	<u>2,787.63</u>

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

Phone: 507-725-5825



Auditor Warrants 2025/07/29

From Lynn Colsch <LColsch@HoCoMN.gov>
Date Thu 7/31/2025 4:57 PM
To HoCo BOC <BOC@HoCoMN.gov>

**REVIEW LICENSE CENTER
PAYMENTS**

**2025/07/29 AUDITOR
WARRANT:**

VENDOR NAME	AMOUNT
WELLS FARGO BANK	<u>107,625.00</u>
	<u>107,625.00</u>

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

Phone: 507-725-5825