

## PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: August 5, 2025

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Cindy Wright, 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, Human Resource Officer Brent Parker, Emergency Management Director Mark Olson, Chris Priebr, and Floyd Hackman

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Myhre, seconded by Commissioner Zehnder, motion unanimously carried to approve the meeting minutes from July 22, 2025.

Public Comment:

None.

### APPOINTMENTS

Interim Auditor/Treasurer Polly Heberlein reviewed the County's cash and investments through June 30, 2025. She said the County was seeing a good increase in their cash and investments. Heberlein said the County had a good mix of short term, medium term, and long term investments.

### CONSENT AGENDA

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

- 1) Change the employment status of Harley Thompson, Hwy Maintenance Specialist, from probationary to regular, effective August 19, 2025.

- 2) 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.
- 3) Review 2024 Annual Disclosure Statement for City of La Crescent Tax Increment Financing (TIF) Districts for the year ended December 31, 2024.
- 4) Approve 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.
- 5) Review 2024 Annual Disclosure Report for City of Caledonia Tax Increment Financing (TIF) Districts for the year ended December 31, 2024.
- 6) Approve 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 ITEMS

File No. 1 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to approve accepting the Federal Grant for AIP (Airport Improvement Program) funds for the Airport T-Hanger project in the amount of \$1,107,730, for Grant # 3-27-0016-016-2025 and Resolution No. 25-20 to approve signers. The resolution is below.

#### 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.

File No. 2 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve the State Companion Grant, MN Agreement #1060766 for the Airport T-Hanger project in the amount of \$11,684.21 to match the FAA AIG grant (or \$444,000 that was approved on 7/15/2025) and Resolution No. 25-21 to approve signers. Resolution is below.

#### 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.

File No. 3 – This item was tabled.

File No. 4 – Commissioner Zehnder moved, Commissioner Schuldt seconded, motion unanimously carried to approve 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). Commissioner Schuldt thanked County staff for all their work in putting together these agreements which were new to the County. The Commissioners agreed.

File No. 5 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to approve the MnDOT ‘Snowmobile Trail - Nighttime Two Way Use’ Limited Use Permit. The LUP included Resolution #25-22 and had an expiration date of 11/1/2027. Resolution is below.

**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.

File No. 6 – Commissioner Wright moved, Commissioner Zehnder seconded, motion unanimously carried to approve 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. Resolutions are below.

#### 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.

#### 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.

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.

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.

File No. 7 – Commissioner Myhre moved, Commissioner Wright seconded, motion unanimously carried to approve Resolution No. 25-23 declaring a state of emergency for conditions resulting from the severe thunderstorm event of July 29, 2025. Resolution is below.

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.

File No. 8 – Commissioner Myhre moved, Commissioner Wright seconded, motion unanimously carried to approve a CUP for Skyline Materials LTD to expand a quarry for mineral extraction in the Agriculture Protection District in Spring Grove Township.

File No. 9 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to approve a CUP for G&K Development L.C. to expand a quarry for mineral extraction in the Agriculture Protection District in Spring Grove Township.

File No. 10 – Commissioner Myhre moved, Commissioner Wright seconded, motion unanimously carried to approve an IUP for Mathy Construction Company for a temporary bituminous plant in the Agriculture Protection District in Mayville Township.

File No. 11 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve 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.

File No. 12 – Commissioner Wright moved, Commissioner Zehnder seconded, motion unanimously carried to review and approve payments. Payments are below.

**2025/08/05 COMMISSIONER'S  
WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
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	<u>13,927.75</u>
	<u>996,967.17</u>
PUBLIC HEALTH & HUMAN SERVICES	<u>12,884.96</u>
	<u>1,009,852.13</u>

**REVIEW LICENSE CENTER  
PAYMENTS**

**2025/07/17 AUDITOR WARRANT:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
HOUSTON COUNTY TREASURER	<u>2,787.63</u>
	<u>2,787.63</u>

**REVIEW LICENSE CENTER  
PAYMENTS**

**2025/07/29 AUDITOR WARRANT:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
WELLS FARGO BANK	<u>107,625.00</u>
	<u>107,625.00</u>

DISCUSSION ITEMS

Interim Administrator Lapham gave an update that budget review was starting. The Finance Committee still needed to meet regarding the ABLE building and other options that had been suggested.

The Commissioners discussed recent and upcoming meetings including a US Cycling National Championship Safety Emergency Response, and CEDA Annual meeting.

Closing Public Comment:

None.

There being no further business, a motion was made by Commissioner Zehnder, seconded by Commissioner Myhre, motion unanimously carried to adjourn the meeting at 10:01 a.m. The next meeting would be a workgroup session on August 12th, 2025.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Eric Johnson, Chairperson

Attest: \_\_\_\_\_  
Carol Lapham, Interim Administrator

## PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: August 12, 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, Interim Administrator Carol Lapham, Board Clerk/EDA/CEDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, Human Resource Officer Brent Parker, Sheriff Brian Swedberg, Interim Attorney Suzanne Bublitz, Environmental Services Director Amelia Meiners, Engineer Brian Pogodzinski, Bonnie Laumb, and Glenn Laumb

### Board Workgroup Session

The Commissioners discussed the proposed Personnel Policy with Human Resource Officer Parker and Interim Administrator Lapham. The plan was to place the policy on an agenda for approval by the end of the month.

Environmental Services Director Meiners gave the Commissioners a brief solar update.

Environmental Services Director Meiners presented a department overview to the Commissioners. She said her department was in charge of the County's solid waste and recycling in addition to planning and zoning. The Environmental Services Department operated and maintained 5 drop sites in the County. Planning and Zoning enforced both local ordinances and State regulations. Planning and Zoning duties included administering the Delegated Feedlot Program, septic system inspections, monitoring floodplain and shoreland areas, issuing land use permits, and more. She said the department was extremely busy, and that their work was driven by deadlines.

Sheriff Swedberg shared with the board some Sheriff's Office updates. He said he had toured 3 Juvenile Detention Center (JDC) facilities recently. He said at the current time the Sheriff's Office was not moving forward with being a full time JDC but planned to continue to be a temporary hold facility.

Commissioners discussed concerns with County staff about the upcoming 2025 USA Cycling Gravel National Championship the City of La Crecent was hosting and that was planned to take place on gravel roads throughout the County on September 20, 2025. Concerns about communication, safety, lack of organization, and limited resources were discussed.

Commissioners and County staff expressed concerns that the event had not been communicated to townships and residents in a timely manner. Additional township concerns were also discussed.

Wagner discussed EDA updates with the board.

The workgroup session ended at 11:36 a.m.

BOARD OF COUNTY COMMISSIONERS  
HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Eric Johnson, Chairperson

Attest: \_\_\_\_\_  
Carol Lapham, Interim Administrator

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
August 19, 2025**

**Date Submitted: August 6, 2025**

**By: Polly Heberlein**

**Consent Agenda:**

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

<b><u>Reviewed by:</u></b>	<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"/> PHS	<input type="text"/>
	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Other (indicate dept)	<input type="text"/>
	<input type="checkbox"/> Environmental Svcs		
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

**Spring Grove EDA - TIF 1-2 Bender 4th Addition - 2024 Annual Reporting Form**

Home	Overview	District Info	Debt	Interfund Loans	PAYG	Project Costs	Transfers	Rev & Expr	B:
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**2024 Annual Disclosure Statement**

1 Name of Development Authority:

2 Name of Municipality:

3    
 (Name of the Newspaper) (Date of Publication)

The following information represents the annual disclosure of tax increment districts for the year ended December 31, 2024.

		<b>TIF 1-2 Bender 4th Addition</b>
4	Current net tax capacity	\$ 19,977
5	Original net tax capacity	\$ 110
6	Captured net tax capacity	\$ 19,867
7	Principal and interest payments due in 2025	\$ 0
8	Tax increment received in 2024	\$ 24,910
9	Tax increment expended in 2024	\$ 0
10	Month and year of first tax increment receipt	7/2009
11	Date of required decertification	12/31/2034
12	The total increased property taxes to be paid from outside the district if fiscal disparities Option A applies*	\$ 0

\* The fiscal disparities property tax law provides that the growth in commercial-industrial property tax values is shared throughout the area. In a tax increment financing district, this value sharing can either result in a decrease in tax increment financing district revenue or a tax increase for other properties in the municipality depending on whether the tax increment financing district contributes its share of the growth. Amounts displayed here indicate that the district did not contribute its growth in commercial-industrial property tax values and represent the resulting increase in taxes on other properties in the City for taxes payable in 2024.

Additional information regarding this district may be obtained from:

13 Name:

14 Address:

15 City:

16 State:

17 Zip Code:

18 Phone:  *Enter as 6512962551*

19 Email:  *Enter 'none' if no email address.*

**Spring Grove EDA - TIF 1-3 Daycare Redev Project - 2024 Annual Reporting Form**

- Home
- Overview
- District Info
- Debt
- Interfund Loans
- PAYG
- Project Costs
- Transfers
- Rev & Expr
- B:

**2024 Annual Disclosure Statement**

1 Name of Development Authority:

2 Name of Municipality:

3    
 (Name of the Newspaper) (Date of Publication)

The following information represents the annual disclosure of tax increment districts for the year ended December 31, 2024.

		<b>TIF 1-3 Daycare Redev Project</b>
4	Current net tax capacity	\$ 11,638
5	Original net tax capacity	\$ 2,940
6	Captured net tax capacity	\$ 8,698
7	Principal and interest payments due in 2025	\$ 15,115
8	Tax increment received in 2024	\$ 4,290
9	Tax increment expended in 2024	\$ 125
10	Month and year of first tax increment receipt	6/2018
11	Date of required decertification	12/31/2043
12	The total increased property taxes to be paid from outside the district if fiscal disparities Option A applies*	\$ 0

\* The fiscal disparities property tax law provides that the growth in commercial-industrial property tax values is shared throughout the area. In a tax increment financing district, this value sharing can either result in a decrease in tax increment financing district revenue or a tax increase for other properties in the municipality depending on whether the tax increment financing district contributes its share of the growth. Amounts displayed here indicate that the district did not contribute its growth in commercial-industrial property tax values and represent the resulting increase in taxes on other properties in the City for taxes payable in 2024.

Additional information regarding this district may be obtained from:

13 Name:

14 Address:

15 City:

16 State:

17 Zip Code:

18 Phone:  Enter as 6512962551

19 Email:  Enter 'none' if no email address.

**Spring Grove EDA - TIF 1-4 - 2024 Annual Reporting Form**

- Home
- Overview
- District Info
- Debt
- Interfund Loans
- PAYG
- Project Costs
- Transfers
- Rev & Expr
- B:

**2024 Annual Disclosure Statement**

1 Name of Development Authority:

2 Name of Municipality:

3    
 (Name of the Newspaper) (Date of Publication)

The following information represents the annual disclosure of tax increment districts for the year ended December 31, 2024.

		TIF 1-4
4	Current net tax capacity	\$ 8,792
5	Original net tax capacity	\$ 1,890
6	Captured net tax capacity	\$ 6,902
7	Principal and interest payments due in 2025	\$ 56,587
8	Tax increment received in 2024	\$ 10,321
9	Tax increment expended in 2024	\$ 125
10	Month and year of first tax increment receipt	5/2020
11	Date of required decertification	12/31/2027
12	The total increased property taxes to be paid from outside the district if fiscal disparities Option A applies*	\$ 0

\* The fiscal disparities property tax law provides that the growth in commercial-industrial property tax values is shared throughout the area. In a tax increment financing district, this value sharing can either result in a decrease in tax increment financing district revenue or a tax increase for other properties in the municipality depending on whether the tax increment financing district contributes its share of the growth. Amounts displayed here indicate that the district did not contribute its growth in commercial-industrial property tax values and represent the resulting increase in taxes on other properties in the City for taxes payable in 2024.

Additional information regarding this district may be obtained from:

13 Name:

14 Address:

15 City:

16 State:

17 Zip Code:

18 Phone:  *Enter as 6512962551*

19 Email:

*Enter 'none' if no email address.*

# Houston County Agenda Request Form

Date Submitted: 8/14/2025

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

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

**Issue:**

Guardianship contract - Virgie Rud

**Attachments/Documentation for the Board's Review:**

Electronic copies for review, hard copies for signature

**Justification:**

**Action Requested:**

Approve and sign contracts as presented

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

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

PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as "County" and Virgie Rud, 524 South Winnebago Street, Caledonia, MN 55921 hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services has identified a need for Guardianship/Conservator services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make personal decisions, and are unable to meet personal needs for medical care, nutrition, clothing, shelter, or safety, even with appropriate technological and supported decision-making assistance; and

WHEREAS, this is a mandated service under Minnesota Statute 524.5-101 to 524.5-903 and 252A.01 to 252A.21;

WHEREAS, County wishes to purchase such program services from the Provider;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, Houston County and Provider agree as follows:

1. Term

The term of this Agreement shall be from January 1, 2025 through December 31, 2026. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. Cancellation of this Agreement or expiration of the Agreement term shall not relieve County from paying for Provider's services for wards and protected persons that the Provider is court-appointed to serve, and whom are still eligible for services under this Agreement, before cancellation or termination, so long as Provider remains the court-appointed Guardian and/or Conservator.

2. Services:

a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Houston County agrees to purchase, and Provider agrees to furnish the following services:

<u>BRASS CODE</u>	<u>SERVICE DESCRIPTION</u>
59500	Guardianship/Conservatorship (DD)
69500	Guardianship/Conservatorship (Adult)
61600	Transportation/Mileage (Adult)
51600	Transportation/Mileage (DD)
64800	Money Management

3. Eligibility for Services:

a. Service eligibility will be determined according to the criteria established by Houston County.

- b. Services under this Agreement shall only be provided to clients meeting the criteria of indigent residents of Houston County.
  - c. County shall determine an indigent client AND the category of complexity shall be assigned by County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by County prior to start of service. Service level is subject to negotiation by Provider and County in the light of actual experience with the client and/or changing circumstances.
4. Cost and Delivery of Purchased Services:  
See Attachment A for details.
5. Payment for Purchased Services:
- a. To receive payment, Provider shall, within ten (10) business days following the last day of each month, submit a county approved invoice for purchased services to County. The invoice shall show client name, address, case number, and a detailed listing of the service(s) provided.
  - b. County shall, within thirty-five (35) days of receipt of the invoice and summary sheet, make payment for all approved units of service. Provider will be contacted within the 35-day period for charges that are in a pending approval status.
  - c. Provider further acknowledges that bills must be current and timely. Provider acknowledges that there will be a reduction of 50% of the total amount billable, on bills submitted for payment more than 3 months after date of service.
6. Records
- a. Provider shall maintain such records and provide County with financial, statistical and service reports as County may require for accountability.
  - b. Per MN Statute 16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years at 524 South Winnebago Street, Caledonia, MN 55921.
  - c. Provider agrees to cooperate in evaluative and/or outcome efforts as required by County.
7. Independent Contractor
- a. Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with the county and shall not be considered employees of County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County;

and Provider shall defend, indemnify, and hold County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

- b. It is agreed that nothing contained in the Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with County. And nor shall Provider, its employees, agents, and representatives be considered employees, agents and representatives of County.

8. Provider Standards and Licenses

- a. Upon initial implementation of an Agreement with the Provider, Provider shall furnish County a background resume to include the following: professional and personal credentials for guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.
- b. Provider will comply with all background check and background reporting requirements specified by County and courts. Provider agrees to inform Houston County of any change in address and/or violations that may affect background check results within 5 days of the occurrence.
- c. Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- d. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements listed in this section may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

9. Safeguard of Client Information:

Provider agrees to comply will all data privacy rules as governed by the Minnesota Data Practices Act, Minnesota Chapter 13, and the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164).

10. Indemnification:

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County, its elected officials, employees and agents against any and all liability, loss, damages, costs and expenses (including reasonable attorney's fees and costs of defense) which County may hereafter sustain, incur, or be required to pay:

- 1) By reason of any client and any client's personal caregiver suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
  - 2) By reason of any client causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the services called for under this Agreement.
  - 3) Any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court by Provider related to services furnished to client pursuant to this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be construed to limit County from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Houston County and Provider have executed this Agreement as of the day and year first written above.

VIRGIE RUD

BY: Virgie Rud

Virgie Rud

DATED: 6/30/25

Approved as to Form and Execution:

BY: \_\_\_\_\_

Houston County Attorney

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Chairperson  
Houston County Board of Commissioners

DATED: \_\_\_\_\_

BY: John Puleasa

John Puleasa, Director  
Houston County Human Services

DATED: 1/27/2025

## Houston County's Conservatorship and Guardianship Service Definition

### A guardian or conservator:

- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
- Is responsible for protecting the rights of ward or protected person.
- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other interdisciplinary team members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

### Duties for Guardian/Conservators:

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
- Attend Care Conference, annual meetings, ISP and IHP meetings on client's behalf
- Communicate with interdisciplinary team members regarding decisions made

### **Conservator:**

- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

### **Guardian:**

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s).

### **General:**

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to Houston County

### Rates:

\$138.00 per month for guardian services

\$138.00 per month for conservator services

\$276.00 per month if both guardian and conservator

This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a County Case Manager. Mileage will be reimbursed at the current IRS mileage rate.

**Service Arrangements:**

Individual Service Arrangements will authorize the amount and frequency of service to be provided to each client. Provider cannot exceed the authorized amount of service to be provided without having received prior approval from the involved County worker, or designee, to do so.

**Billing:**

- Time should be billed monthly.
- If the ward/conservatee has a monthly income and is:
  - 1) Receiving Minnesota Supplemental Aid (MSA) and not residing in Nursing Home or Regional Treatment Center or
  - 2) Receives Housing Support (GRH) benefits or
  - 3) Receiving Medical Assistance (MA) Payments for Long-Term Care (LTC) Services, Provider shall deduct 5% of the ward/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$100.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds County payment amount, there will be no County payment to Provider.
- Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis.
- While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly.
- Provider must meet "end of the year" budget deadlines to be paid for December.

# Houston County Agenda Request Form

**Date Submitted:** July 24, 2025 **Board Date:** August 19, 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			
<b>Reviewed by:</b>	<u>          </u> County Auditor	<u>          </u> County Attorney	<u>          </u> Zoning Administrator
	<u>          </u> Finance Director	<u>          </u> County Engineer	<u>          </u> Environmental Services
	<u>          </u> IS Director	<u>          </u> Other (indicate dept)	<u>          </u>
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

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 Agenda Request Form

Date Submitted: August 8, 2025 Board Date: August 19, 2025

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

On August 5, 2025's board meeting, this grant inadvertently had an incorrect project number and was attached to the crackfilling grant. This is just to correct the record to accept the AIP funds with the corrected information.

To accept and approve the grant agreement for FAA Airport Improvement Program (AIP) funding in the amount of \$1,107,730 for project # 3-27-0016-014-2025, 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			
<b>Reviewed by:</b>	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (indicate dept)	_____
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

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 28<sup>th</sup> Avenue South, Suite 102  
Minneapolis, MN 55450  
2301 University Drive, Building 23B  
Bismarck, ND 58504

July 23, 2025

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

**Houston County Airport (CHU)  
Caledonia, MN  
Grant No 3-27-0016-014-2025  
UEI No XEMLXNMPRD93  
AIP Grant Offer Letter**

Dear Mr. Johnson:

The Grant Offer for Airport Improvement Program (AIP) Project **No. 3-27-0016-014-2025** 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 25, 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 31<sup>st</sup> 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](mailto: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**

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Federal Award Offer Date      July 24, 2025

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Airport/Planning Area            Houston County Airport

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Airport Infrastructure Grant  
Number                                3-27-0016-014-2025

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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:

**Construct/Expand Hangar (71.39% of Project)**

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 **\$1,107,730.**

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

\$1,107,730 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 25, 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 debar 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. **Building AIP Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the 8-unit T-Hangar included in the project must not exceed 71.39 percent of the actual cost of the entire building.
37. **Revenue Producing Project.** The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for the two fiscal years following the fiscal year in which this Grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, 49 U.S.C. § 47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).
38. **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.
39. **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.<sup>1</sup>

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION



\_\_\_\_\_  
*(Signature)*

E. Lindsay Terry

\_\_\_\_\_  
*(Typed Name)*

Manager, FAA-DMA-ADO

\_\_\_\_\_  
*(Title of FAA Official)*

<sup>1</sup> 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.<sup>2</sup>

Dated August 7, 2025

\_\_\_\_\_

County of Houston

\_\_\_\_\_  
*(Name of Sponsor)*



Eric Johnson (08/07/2025 14:02:55 CDT)

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** Eric Johnson

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** Board Chairman

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

<sup>2</sup> 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, Suzanne M. Bublitz, 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.<sup>3</sup>

Dated at August 7, 2025

By: Suzanne M. Bublitz  
Suzanne M. Bublitz (08/07/2025 14:05:22 CDT)  
(Signature of Sponsor’s Attorney)

<sup>3</sup> 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**

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#### **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.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- 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.<sup>2</sup>
- 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 Construction<sup>1</sup>
- 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.<sup>3,4,5</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- 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).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- 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.<sup>1, 2</sup>
- 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.<sup>1</sup>
- 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)***

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 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.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

### **SPECIFIC ASSURANCES**

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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](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).

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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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**Sponsor:** County of Houston

**Airport:** Houston County Airport

**Project Number:** 3-27-0016-014-2025

**Description of Work:** Construct/Expand Hangar (71.39% of Project)

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes  No  N/A

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR §200.318(c)).

Yes  No  N/A

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

August 7, 2025

Name of Sponsor:

Name of Sponsor's Authorized Official: Eric Johnson

Title of Sponsor's Authorized Official: Board Chairman

Signature of Sponsor's Authorized Official:   
Eric Johnson (08/07/2025 14:02:55 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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**Sponsor:** County of Houston

**Airport:** Houston County Airport

**Project Number:** 3-27-0016-014-2025

**Description of Work:** Construct/Expand Hangar (71.39% of Project)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes  No  N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes  No  N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes  No  N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes  No  N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR §200.323).
- Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR §200.302).
- Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes  No  N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
  - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
  - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes  No  N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

August 7, 2025

Name of Sponsor:

Name of Sponsor's Authorized Official: Eric Johnson

Title of Sponsor's Authorized Official: Board Chairman

Signature of Sponsor's Authorized Official:   
Eric Johnson (08/07/2025 14:02:55 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Drug-Free Workplace Airport Improvement Program Sponsor Certification

---

**Sponsor:** County of Houston

**Airport:** Houston County Airport

**Project Number:** 3-27-0016-014-2025

**Description of Work:** Construct/Expand Hangar (71.39% of Project)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes  No  N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes  No  N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes  No  N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes  No  N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes  No  N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

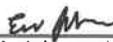
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

August 7, 2025

Name of Sponsor:

Name of Sponsor's Authorized Official: Eric Johnson

Title of Sponsor's Authorized Official: Board Chairman

Signature of Sponsor's Authorized Official:   
Eric Johnson (08/07/2025 14:02:55 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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**Sponsor:** County of Houston

**Airport:** Houston County Airport

**Project Number:** 3-27-0016-014-2025

**Description of Work:** Construct/Expand Hangar (71.39% of Project)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes  No  N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes  No  N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
- Yes  No  N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- Yes  No  N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes  No  N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

#### Sponsor's Certification

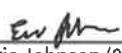
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

August 7, 2025

Name of Sponsor:

Name of Sponsor's Authorized Official: Eric Johnson

Title of Sponsor's Authorized Official: Board Chairman

Signature of Sponsor's Authorized Official:   
Eric Johnson (08/07/2025 14:02:55 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

# Houston County Agenda Request Form

Date Submitted: August 8, 2025 Board Date: August 19, 2025

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

In 2024, Houston County completed a crack sealing project at the Airport. CP 2024-08. The funding for this project is being tied to the T-Hangar project. On August 6, 2025, this grant was inadvertently left off the board agenda. The grant funding offered is \$38,496 and the cost of the crackfill was 40,523.09. A difference of \$2,027.09 which will be County Levy budgeted last year.

Project # 3-27-0016-016-2025

**Attachments/Documentation for the Board's Review:**

Grant Agreement

**Justification:**

Please pass the attached resolution to accept these Federal 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.

**Action Requested:**

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

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 28<sup>th</sup> 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 31<sup>st</sup> 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](mailto: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**

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Federal Award Offer Date      July 28, 2025

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Airport/Planning Area            Houston County Airport

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

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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.<sup>1</sup>

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION



\_\_\_\_\_  
*(Signature)*

E. Lindsay Terry

\_\_\_\_\_  
*(Typed Name)*

Manager, FAA-DMA-ADO

\_\_\_\_\_  
*(Title of FAA Official)*

<sup>1</sup> 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.<sup>2</sup>

Dated August 7, 2025

\_\_\_\_\_

County of Houston

\_\_\_\_\_  
*(Name of Sponsor)*

Eric Johnson (08/07/2025 12:59:32 CDT)

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** Eric Johnson

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** Board Chairman

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

<sup>2</sup> 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, Suzanne M. Bublitz, 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.<sup>3</sup>

Dated at August 7, 2025

By: Suzanne M. Bublitz  
Suzanne M. Bublitz (08/07/2025 13:04:46 CDT)  
(Signature of Sponsor’s Attorney)

<sup>3</sup> 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

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#### 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.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- 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.<sup>2</sup>
- 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 Construction<sup>1</sup>
- 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.<sup>3, 4, 5</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- 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).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- 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.<sup>1, 2</sup>
- 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.<sup>1</sup>
- 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.

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**FOOTNOTES TO ASSURANCE (C)(1)**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 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.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

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**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](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).

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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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**Sponsor:** County of Houston

**Airport:** Houston County Airport

**Project Number:** 3-27-0016-016-2025

**Description of Work:** Reseal/Resurface Runway 13/31

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes  No  N/A

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No  N/A

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

August 7, 2025

Name of Sponsor:

Name of Sponsor's Authorized Official: Eric Johnson

Title of Sponsor's Authorized Official: Board Chairman

Signature of Sponsor's Authorized Official:  (08/07/2025 12:59:32 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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**Sponsor:** County of Houston

**Airport:** Houston County Airport

**Project Number:** 3-27-0016-016-2025

**Description of Work:** Reseal/Resurface Runway 13/31

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes  No  N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes  No  N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes  No  N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes  No  N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR §200.323).
- Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR §200.302).
- Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes  No  N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
  - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
  - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes  No  N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response.

#### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

August 7, 2025

Name of Sponsor:

Name of Sponsor's Authorized Official: Eric Johnson

Title of Sponsor's Authorized Official: Board Chairman

Signature of Sponsor's Authorized Official:  (08/07/2025 12:59:32 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Drug-Free Workplace Airport Improvement Program Sponsor Certification

---

**Sponsor:** County of Houston

**Airport:** Houston County Airport

**Project Number:** 3-27-0016-016-2025

**Description of Work:** Reseal/Resurface Runway 13/31

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes  No  N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes  No  N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes  No  N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes  No  N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes  No  N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

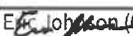
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

August 7, 2025

Name of Sponsor:

Name of Sponsor's Authorized Official: Eric Johnson

Title of Sponsor's Authorized Official: Board Chairman

**Signature** of Sponsor's Authorized Official:  (08/07/2025 12:59:32 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

# 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: **14-Aug-25**

Person requesting appointment with County Board: Amelia Meiners

**Issue:**

Approval/Denial of the following: 1) Seth Brown and Dorian Keenan - Interim Use Permit to operate cannabis microbusiness in the Agricultural Protection District in Houston Township. (PC meeting was on 7-31-2025.)

**Justification:**

**Action Requested:**

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

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

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 rerequests and determine if the request will be heard at a County Board meeting.

**HOUSTON COUNTY  
BOARD OF ADJUSTMENT AND  
PLANNING COMMISSION AGENDA  
Thursday, July 31, 2025**

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

**BOARD OF ADJUSTMENT**

Approve Minutes for May 22, 2025.

**VARIANCE HEARINGS:**

- 5:00 pm      ***Ronald McKelvey Credit Trust and Christine Saudek Trust – La Crescent Township***  
Variance to allow creation of a new lot that does not meet the requirement for two type I septic system locations (Section 29.22 Subd. 10).
- 5:15 pm      ***Morken Real Estate – Black Hammer Township***  
Variance to reduce side property line setback requirements for a proposed ag building (Section 14.8 Subd. 1).
- 5:30 pm      ***Adam Markegard – Sheldon Township***  
1) Variance to reduce setback requirements for a proposed dwelling from an existing feedlot (Section 33-33.16 Subd. 6).  
2) Variance to reduce top of shoreland bluff setback requirements for a proposed dwelling (Section 22-22.6 Subd. 4 Subs. 1(d)).  
3) Variance to reduce side property line setback requirements for a proposed dwelling (Section 14.8 Subd. 1).
- 5:45 pm      ***Cole Hoscheit, Thomas and Manon Hoscheit – Mayville Township***  
Variance to reduce setback requirements for expansion of an existing feedlot from urban development and dwellings in the agricultural district (Section 33-33.16 Subd. 3 & 5).

**PLANNING COMMISSION**

Approve Minutes for May 22, 2025

**CONDITIONAL USE HEARINGS:**

- 6:05 pm      ***Chris Priebe, G-Cubed, on behalf of Skyline Materials Ltd – Spring Grove Township***  
Conditional Use Permit to expand a quarry for mineral extraction in the Agricultural Protection District (Section 14-14.3 Subd. 1, Subs. 19 and Section 27-27.6).
- 6:25 pm      ***Chris Priebe, G-Cubed, on behalf of G & K Development L.C. – Spring Grove Township***  
Conditional Use Permit to expand a quarry for mineral extraction in the Agricultural Protection District (Section 14-14.3 Subd. 1, Subs. 19 and Section 27-27.6)

**INTERIM USE HEARINGS:**

- 6:45 pm      ***Patrick Paulino, on behalf of Mathy Construction Company – Mayville Township***  
Interim Use Permit for a Temporary Bituminous Plant in the Agricultural Protection District (Section 14-14.4 Subd. 1 Subs. 11).

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).

## NOTICE OF PUBLIC HEARING

### PLEASE TAKE NOTICE:

That an application has been made by Seth Brown and Dorian Keenan, 17980 State 16, Houston, MN 55943 for an Interim Use Permit to operate a cannabis microbusiness in the Agricultural Protection District (Section 14 – 14.4 Interim Uses, Subdivision 1, Subsection 15 and Section 3.2.9 of the Cannabis Business Ordinance) in Houston Township on the following premises, to-wit:

FRAC NW1/4 NW1/4, Section 31, Township 104, Range 6, Houston County, Minnesota. (Parcel# 06.0205.001).

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

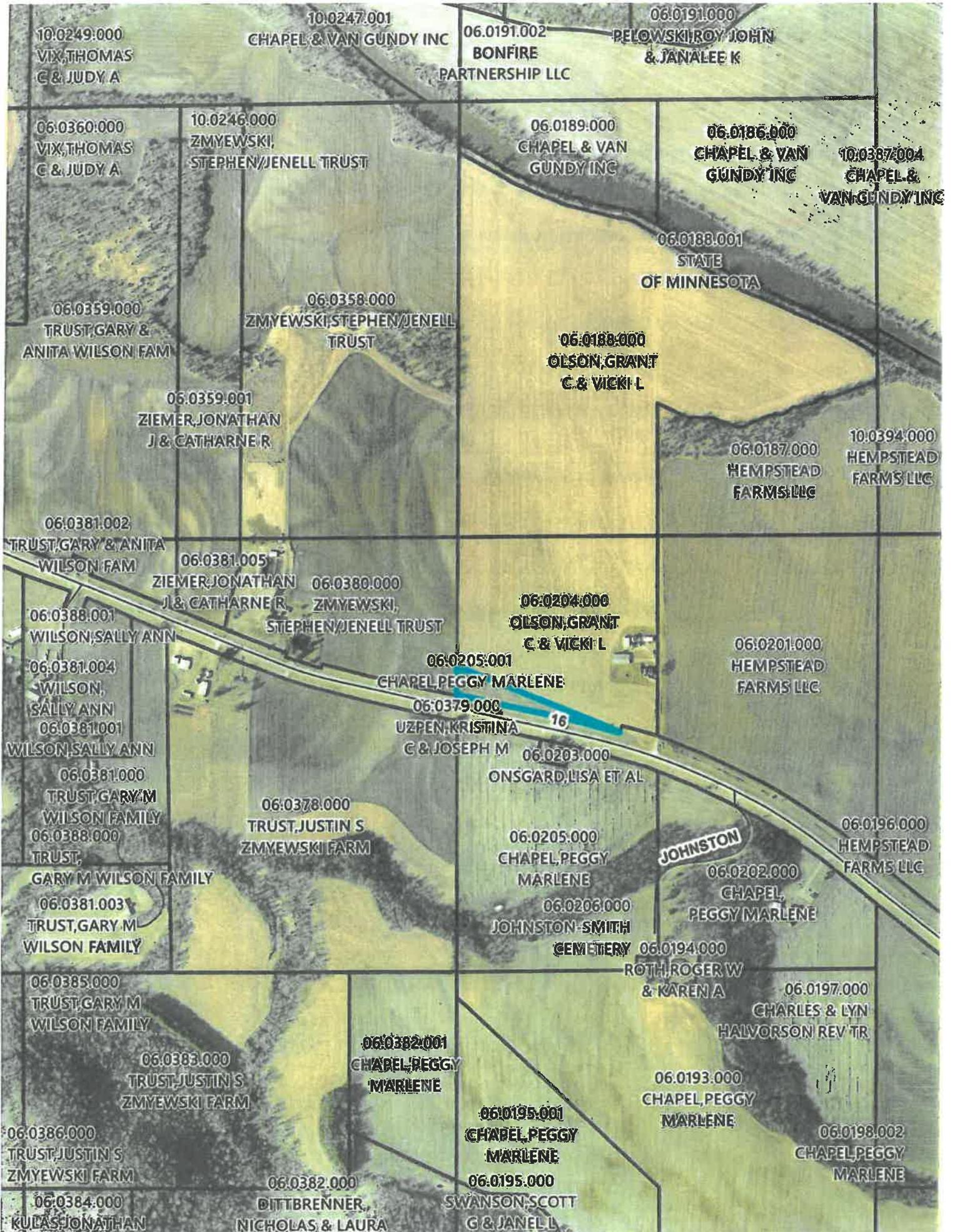
A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 7:05 p.m. on Thursday, July 31, 2025.

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](mailto: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



**CRITERIA FOR GRANTING INTERIM USE PERMITS**

NAME OF APPLICANT: Seth Brown and Dorian Keenan DATE: July 31, 2025

I.U.P REQUESTED: Operate a cannabis microbusiness 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 goals of the Land Use Plan balance economic development and agriculture. This particular proposal will retain the agricultural use of the property and also promote diversified economic development as encouraged in the Plan.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Wayne Feldmeier	X		
Larry Gaustad	X		
Johnathon Glasspoole	X		
Franklin Hahn	X		
Eric Johnson	X		
Chase Munson	X		

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

Staff Analysis: The applicant has received preapproval from OCM and now needs to secure a location and local government approval.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Wayne Feldmeier	X		
Larry Gaustad	X		
Johnathon Glasspoole	X		
Franklin Hahn	X		
Eric Johnson	X		
Chase Munson	X		

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

Staff Analysis: All wastewater will be treated per MPCA standards and organic fertilizers and integrated pest management will be utilized to reduce environmental impacts.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Wayne Feldmeier	X		
Larry Gaustad	X		
Johnathon Glasspoole	X		
Franklin Hahn	X		
Eric Johnson	X		
Chase Munson	X		

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

Staff Analysis: This proposal, which is agricultural in nature, will not greatly alter the existing site conditions. Rainwater will be collected for use on site.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Wayne Feldmeier	X		
Larry Gaustad	X		
Johnathon Glasspoole	X		
Franklin Hahn	X		
Eric Johnson	X		
Chase Munson	X		

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

Staff Analysis: Soils are a sandy loam and silt loam and both are suited for crops and building sites.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Wayne Feldmeier	X		
Larry Gaustad	X		
Johnathon Glasspoole	X		
Franklin Hahn	X		
Eric Johnson	X		
Chase Munson	X		

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

Staff Analysis: Future septic systems must meet state requirements, otherwise the applicants have proposed an organic operation to reduce environmental concerns with pesticide use, etc.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Wayne Feldmeier	X		
Larry Gaustad	X		
Johnathon Glasspoole	X		
Franklin Hahn	X		
Eric Johnson	X		
Chase Munson	X		

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

Staff Analysis: This is a vacant parcel, but the location along TH 16 will make it accessible for utility hook-ups. Those will be at the expense of the landowner.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Wayne Feldmeier	X		
Larry Gaustad	X		
Johnathon Glasspoole	X		
Franklin Hahn		X	Low spot in there – drainage.

Eric Johnson		X	Agrees with statement made by Franklin Hahn.
Chase Munson	X		

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: The application identifies there will be two employees and this site will have adequate space to accommodate the parking and loading needs for this use.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Wayne Feldmeier	X		
Larry Gaustad	X		
Johnathon Glasspoole	X		
Franklin Hahn	X		
Eric Johnson	X		
Chase Munson	X		

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

Staff Analysis: This location will not be serving the general public and with minimal traffic each day by employees only there should be no hazard or congestion as a result of the proposed use.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Wayne Feldmeier	X		
Larry Gaustad	X		
Johnathon Glasspoole	X		
Franklin Hahn	X		
Eric Johnson	X		
Chase Munson	X		

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: Adjacent properties include tillable acreage and farm dwellings. While certain aspects of the operation may result in a temporary nuisance to neighbors, it should not cause damage

or harm to neighboring properties. The Planning Commission may wish to view the odor from flowering plants similarly to farm operations such as manure agitating and hauling.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Wayne Feldmeier	X		
Larry Gaustad		X	
Johnathon Glasspoole	X		
Franklin Hahn		X	Doesn't know how we can gauge what the odor will be compared to manure.
Eric Johnson	X		With conditions.
Chase Munson	X		

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 and this use is consistent with those operations nor will it impede other development.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Wayne Feldmeier	X		
Larry Gaustad	X		
Johnathon Glasspoole	X		
Franklin Hahn	X		
Eric Johnson	X		
Chase Munson	X		

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 has identified there will be no signs at this location. After the initial set up, there should be no dust, fumes, noise or vibrations. Odor and light are the greatest nuisances with these operations and the applicants have identified options for mitigating those concerns such as scented cover crops and equipping buildings with carbon filters as required by state rules.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Wayne Feldmeier	X		
Larry Gaustad	X		
Johnathon Glasspoole	X		
Franklin Hahn	X		
Eric Johnson	X		
Chase Munson	X		

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: N/A

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

Staff Analysis: In order to operate the applicants will have to receive final approval from the Office of Cannabis Management and that approval will confirm they have met all state requirements intended to mitigate concerns related to public health, safety, morals and general welfare.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Wayne Feldmeier	X		
Larry Gaustad	X		
Johnathon Glasspoole	X		
Franklin Hahn	X		
Eric Johnson	X		
Chase Munson	X		

Chairman Munson asked for a motion on the findings if there were no additional comments or questions.

Johnathon Glasspoole made a motion to accept the findings as presented. Franklin Hahn seconded. All were in favor. Motion carried.

Chairman Munson asked for a motion on the interim use request if there were no additional comments or questions.

Johnathon Glasspoole made a motion to recommend the Houston County Board approve an Interim Use Permit to operate a cannabis microbusiness in the Agricultural Protection District with five conditions in Houston 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. Plant and maintain scent masking plants such as lavender, calendula, and basil.
4. Carbon filters shall be on all greenhouses.
5. Perimeter fence around the grow area shall be eight feet high, angled, barbed around the top, and contain gate locks.

Chase Munson seconded. A roll call vote was taken. Motion failed three to three.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Wayne Feldmeier		X	
Larry Gaustad		X	
Johnathon Glasspoole	X		
Franklin Hahn		X	Floodplain concerns. We do not have a say on how much fill.
Eric Johnson	X		
Chase Munson	X		

The application, with the conditions, will be presented to the Houston County Board of Commissioners for final action.



# 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: 5/27/25  
Hearing Date: 7/31/25  
Petitioner: Seth Brown and Dorian Keenan  
Reviewer: Amelia Meiners  
Zoning: Ag Protection  
Address: 17980 State 16  
Township: Houston  
Parcel Number: 060205001  
Submitted Materials: IUP Application, Supplemental Information, Site Plan

### OVERVIEW

#### REQUEST

The Petitioners are requesting an interim use permit to operate a cannabis microbusiness with a cultivation endorsement in Houston Township.

#### SUMMARY OF NOTEWORTHY TOPICS

That State of Minnesota finalized the cannabis rules in April 2025 and has moved forward with lotteries and the selection of applicants for certain license types since that time. The next step for the applicants after preapproval is to seek local government approval prior to submitting their final application to the Office of Cannabis Management. They are allowed 18 months to complete the licensing process.

These landowners have received preliminary approval as a social equity applicant for a microbusiness with a cultivation endorsement. The applicants purchased this parcel in early May, which is approximately 1.3 miles west of the City of Houston in the Root River valley. They had been in contact with the Zoning Office prior to that point to discuss the feasibility of this site.

Minnesota law authorizes the following actions for microbusiness operations:

#### **§342.28 CANNABIS MICROBUSINESS LICENSING AND OPERATIONS.**

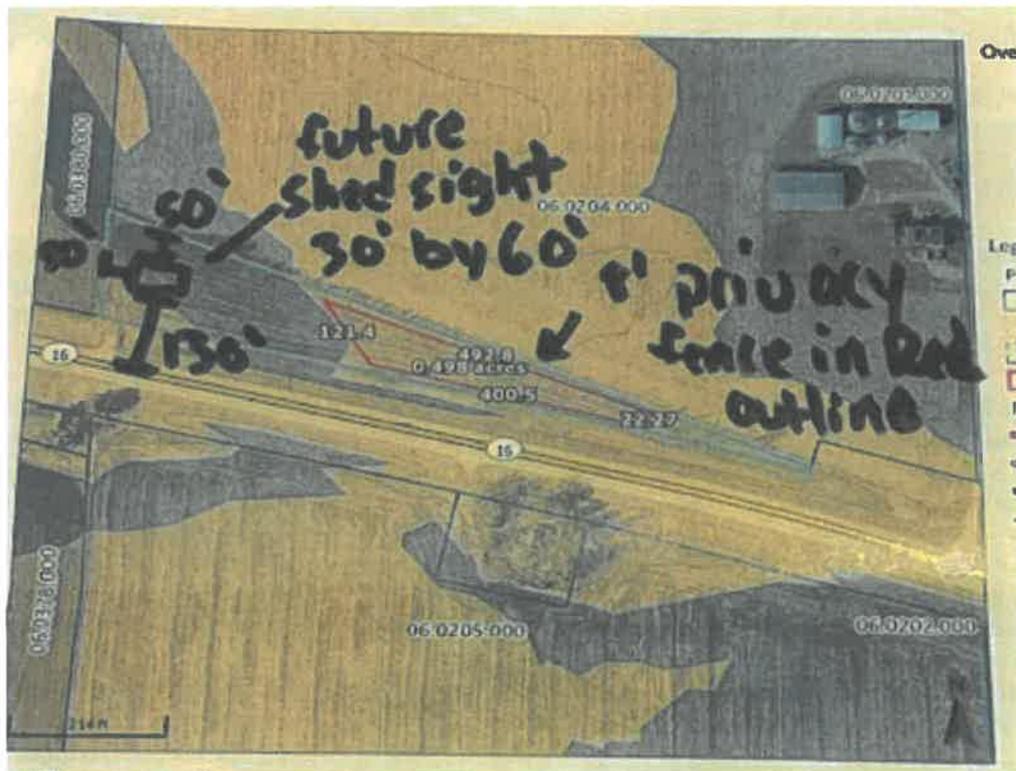
##### ***Subdivision 1. Authorized actions.***

*A cannabis microbusiness license, consistent with the specific license endorsement or endorsements, entitles the license holder to perform any or all of the following within the limits established by this section:*

- (1) grow cannabis plants from seed or immature plant to mature plant and harvest cannabis flower from a mature plant;*
- (2) make cannabis concentrate;*
- (3) make hemp concentrate, including hemp concentrate with a delta-9 tetrahydrocannabinol concentration of more than 0.3 percent as measured by weight;*
- (4) manufacture artificially derived cannabinoids;*

- (5) manufacture adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products for public consumption;
- (6) purchase immature cannabis plants and seedlings and cannabis flower from another cannabis microbusiness, a cannabis mezzobusiness, a cannabis manufacturer, or a cannabis wholesaler;
- (7) purchase hemp plant parts and propagules from an industrial hemp grower licensed under chapter 18K;
- (8) purchase hemp concentrate from an industrial hemp processor licensed under chapter 18K;
- (9) purchase cannabis concentrate, hemp concentrate, and artificially derived cannabinoids from another cannabis microbusiness, a cannabis mezzobusiness, a cannabis manufacturer, or a cannabis wholesaler for use in manufacturing adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products;
- (10) package and label adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products for sale to customers;
- (11) sell immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and to customers;
- (12) operate an establishment that permits on-site consumption of edible cannabis products and lower-potency hemp edibles; and
- (13) perform other actions approved by the office.

**The applicants do not have an endorsement for retail and retail is prohibited within the ag protection district. The limit to four registered businesses in the County applies to retail ONLY and as a result this business will not count against that limit.**



**Figure 1. The proposed site plan for PID 06.0205.001.**

The enclosed Operations Plan references life cycle stages and the following graphic is to provide you an overview of those stages and the duration of each.

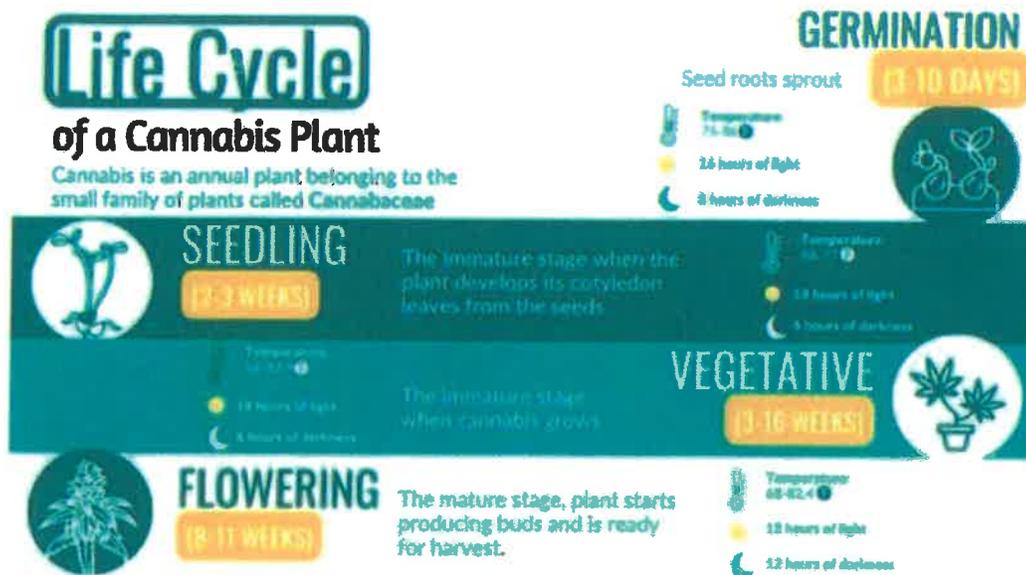


Figure 2. Life cycle of a cannabis plant.

Source: NY Office of Cannabis Management. "Medical Home Cultivation Guide"

Below is relevant Houston County Zoning Ordinance (HCZO) 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.*

*(15) Cannabis businesses as allowed within the Cannabis Business Ordinance*

In addition to the HCZO, there is an Ordinance Regulating Cannabis Businesses and relevant sections are included below along with staff comments.

#### **Section 3. Requirements for Cannabis Businesses**

##### **3.1 Minimum Buffer Requirements**

1. *The Office of Houston County Auditor/Treasurer shall prohibit the operation of a cannabis business within 1,000 feet of a school.*
2. *The Office of Houston County Auditor/Treasurer shall prohibit the operation of a cannabis business within 500 feet of a day care.*
3. *The Office of Houston County Auditor/Treasurer shall prohibit the operation of a cannabis business within 500 feet of a residential treatment facility.*
4. *The Office of Houston County Auditor/Treasurer shall prohibit the operation of a cannabis business within 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.*
5. *The Office of Houston County Auditor/Treasurer shall prohibit the operation of a cannabis retail business within 500 feet from the main point of entry of the cannabis business to the main point of entry to another cannabis business.*

*Distances shall be computed by direct measurement from the nearest property line of the land use listed above to the nearest portion of the building being used for the cannabis business. Distances shall be verified by the applicant and confirmed by the person(s)*

responsible for enforcing this ordinance, via a method deemed acceptable by Houston County.

Pursuant to Minn. Stat. §462.367 subd. 14, nothing in Section 3.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a (school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors) moves within the minimum buffer zone.

There are no schools, daycares, residential treatment facilities, public parks or other cannabis businesses in the vicinity of this proposal. Houston Public School is the closest school and there is limited development within 500 feet of the parcel.



Figure 3. Green area is a 500 foot buffer from the parcel boundary.

### 3.1.1 Odor Mitigation

All cannabis cultivation operations, production and processing facilities, including but not limited to any: drying, aging, trimming and packing facilities shall be equipped with the following odor mitigation measures:

- (A) Installation and maintenance of activated carbon filters on all exhaust outlets to the building exteriors.
- (B) Location of exhaust outlets a minimum of 10 feet from the property line and 10 feet above finished grade.
- (C) Maintenance of negative air pressure within the facility, or an alternative odor control system approved by the person(s) responsible for enforcing this ordinance, based upon a mechanical engineer licensed in the State of Minnesota, demonstrating the alternative system will control odor equally or better than the required activated carbon filtration

system.

(D) All cultivation sites shall utilize dust control measures on access roads and all ground disturbing activities.

The applicants intend to begin with an outdoor grow operation up to a half acre in size as allowed by Minn. Ch. 342.28 Subd. 2(b) and have identified they will use cover crops like lavender, calendula and basil to mask the scent during flowering. They have also identified that the future shed will have negative pressure with carbon fiber filters to meet state and local requirements. After the delay in the June hearing the applicants changed the proposal. The building is still a long term plan, but in the short term they will install three, 10'x20' greenhouses, within the building setback and there will be no outdoor grow operation.



Windrose Plot for [FKA] PRESTON (AWOS)  
 Obs Between: 13 Jun 2002 08:55 AM - 03 Jun 2025 07:55 AM America/Chicago

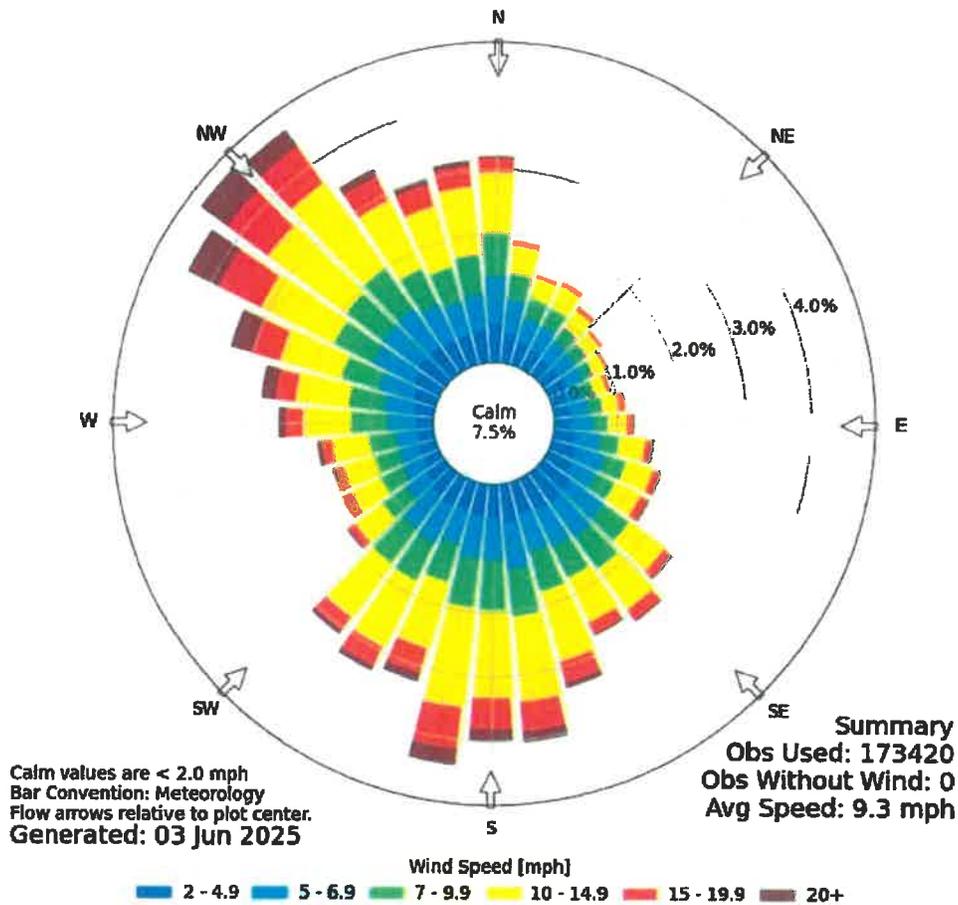


Figure 4. This location is west-northwest of the City of Houston.

### 3.1.2 Security/Theft Mitigation

A cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, to deter and prevent theft of cannabis or cannabis products at the cannabis business, and to ensure emergency access in accordance with applicable Fire Code standards. Security measures shall include, but are not limited to the following:

- (A) *A plan to prevent individuals from loitering on the premises of the business if they are not engaging in activity expressly related to the cannabis business.*
- (B) *Twenty-four-hour emergency contact information for the owner or an on-site employee which shall be provided to the Houston County Sheriff's Office.*
- (C) *A professionally installed, maintained, and monitored alarm system.*
- (D) *Except for live cannabis plants being cultivated at a cannabis cultivation facility, and limited amounts of cannabis for display purposes, all cannabis and cannabis products shall be stored in a secured and locked structure, and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft or loss.*
- (E) *Twenty-four-hour security cameras to monitor all entrances and exits to the cannabis business, all interior spaces open and accessible to the public, and all interior spaces where cannabis, cash, or currency is being stored for any period on a regular basis. The holder of the cannabis license shall be responsible for ensuring that the security cameras footage is accessible. The footage shall be retained for a minimum of ninety-days and shall be made available to the person(s) responsible for enforcing this ordinance, as well as the Houston County Sheriff's Office upon demand.*
- (F) *Panic buttons shall be installed in all cannabis businesses licensed under this ordinance.*
- (G) *Sensors shall be installed to detect entry/exit from all secure areas.*
- (H) *Any bars installed on the windows/doors of a cannabis business shall be installed only on the interior of the building.*

The Operations Plan identifies that the facility will include secure storage rooms, perimeter fencing and locked entry points, 24/7 video surveillance, alarm systems and access control systems. The fence will be barbed with a privacy cover and security cameras will be on every corner of the shed as well as one on the driveway, all set up for remote monitoring.

### **3.1.3 Light Pollution Mitigation**

*All cannabis cultivation operations, production and processing facilities, including but not limited to any: drying, aging, trimming and packing facilities shall be equipped with the following light pollution mitigation measures:*

- (A) *Any security lighting for a cannabis business shall be shielded and angled in such a way as to prevent light from spilling outside the boundaries of the parcel(s) or premises or directly focusing on any surrounding areas.*
- (B) *Houston County shall provide notice to the cannabis business licensee upon receiving any light pollution complaint. Upon receiving notice, the licensee shall correct the violation as soon as possible and submit written documentation within 10 calendar days, demonstrating that all shielding has been repaired, inspected and corrected as necessary. Failure to correct a violation shall be grounds for penalties as outlined in the Houston County Zoning Ordinance.*

The ~~outdoor-grow~~ operation will utilize natural sunlight, and plants indoors will have variable lighting based on the stage of growth. However, the shed will not have windows. Security lighting will consist of motion lights along the perimeter fence, facing inward.

### 3.2 Zoning and Land Use

*The following types of Cannabis businesses are allowed to operate in the zoning district applicable to that business.*

#### **3.2.1. Cultivation.**

*Cannabis businesses licensed or endorsed for cultivation are permitted in the following zoning districts:*

- *Prohibited: Residential, Commercial, and Industrial*
- *Permitted - with an IUP: Agricultural*

#### **3.2.9. Microbusiness.**

*Cannabis businesses licensed or endorsed as a Microbusiness are permitted in the following zoning districts:*

- *Prohibited: Residential*
- *Permitted - with an IUP: Agricultural, Commercial, and Industrial*

### TOWNSHIP AND NEIGHBORHOOD COMMENTS

Houston Township and the ten nearest property owners were notified. **Two comments were submitted.**

### SITE CHARACTERISTICS

The parcel is located approximately 150-feet and 375-feet from two occupied dwellings and there are two additional within a quarter mile. There is also one vacant dwelling across TH 16 from this proposal. The City of Houston is approximately 1.3 miles east/southeast of this proposal.



**Figure 5. View from the entrance off TH 16 looking north at the building site.**

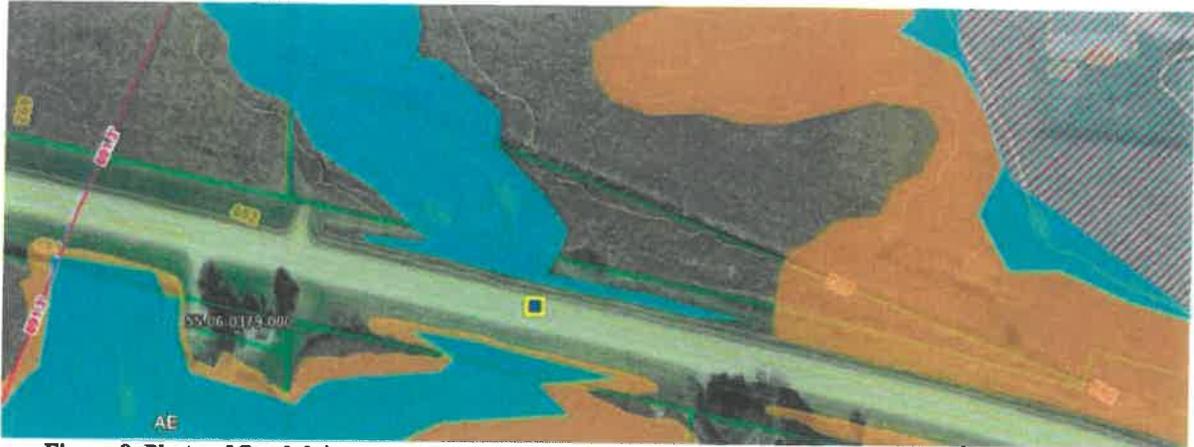


**Figure 6. View from the entrance to TH 16 looking east towards the proposed grow area.**

There are no bluff or slope concerns. The closest intermittent stream is 1,700 feet southwest of the parcel and the Root River is just over a half mile to the north. There is a very limited building envelope due to property line and state highway setbacks and the applicants were aware of this prior to purchase. The west half of this parcel does have floodplain (as shown in Fig. 8) and therefore, shoreland based on the landward extent of floodplain, but shoreland setback requirements will be met. Since the building envelope falls within floodplain, which has been determined as flood fringe by the DNR, it will need to meet elevation requirements. Those regulations will be determined at the time the building permit is reviewed. A septic permit will be required at that point as well.



**Figure 7. The building envelope is outlined in green.**



**Figure 8. Photo of floodplain present on the property. Orange is 500-year floodplain and blue is 100-year floodplain. It is classified as Zone A on the parcel.**

This area is not mapped wetland and has historically been used for row crop production. In addition, it meets the buildable lot and access requirements.

### 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: The goals of the Land Use Plan balance economic development and agriculture. This particular proposal will retain the agricultural use of the property and also promote diversified economic development as encouraged in the Plan.

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

Staff Analysis: The applicant has received preapproval from OCM and now needs to secure a location and local government approval.

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

Staff Analysis: All waste water will be treated per MPCA standards and organic fertilizers and integrated pest management will be utilized to reduce environmental impacts.

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

Staff Analysis: This proposal, which is agricultural in nature, will not greatly alter the existing site conditions. Rainwater will be collected for use on site.

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

Staff Analysis: Soils are a sandy loam and silt loam and both are suited for crops and building sites.

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

Staff Analysis: Future septic systems must meet state requirements, otherwise the applicants have proposed an organic operation to reduce environmental concerns with pesticide use, etc.

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

Staff Analysis: This is a vacant parcel, but the location along TH 16 will make it accessible for utility hook-ups. Those will be at the expense of the landowner.

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: The application identifies there will be two employees and this site will have adequate space to accommodate the parking and loading needs 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: This location will not be serving the general public and with minimal traffic each day by employees only there should be no hazard or congestion as a result of the proposed use.

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: Adjacent properties include tillable acreage and farm dwellings. While certain aspects of the operation may result in a temporary nuisance to neighbors, it should not cause damage or harm to neighboring properties. The Planning Commission may wish to view the odor from flowering plants similarly to farm operations such as manure agitating and hauling.

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 and this use is consistent with those operations, nor will it impede other development.

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 has identified there will be no signs at this location. After the initial set up, there should be no dust, fumes, noise or vibrations. Odor and light are the greatest nuisances with these operations and the applicants have identified options for mitigating those concerns such as scented cover crops and equipping buildings with carbon filters as required by state rules.

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: N/A

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

Staff Analysis: In order to operate the applicants will have to receive final approval from the Office of Cannabis Management and that approval will confirm they have met all state requirements intended to mitigate concerns related to public health, safety, morals and general welfare.

#### RECOMMENDATION

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

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

Proposed motion: To recommend granting of an interim use permit for a cannabis microbusiness with a cultivation endorsement in the agricultural protection district with the two conditions.

\*\* If the Planning Commission has additional items to consider for conditions please let staff know ahead of the hearing.

# Cannabis License and Endorsement Types<sup>12</sup>

Under Minnesota Statutes, Chapter 342

The information in this document is not legal advice. Please review [Minnesota Statutes, Chapter 342](https://revisor.mn.gov/statutes/cite/342) ([revisor.mn.gov/statutes/cite/342](https://revisor.mn.gov/statutes/cite/342)) and/or consult with an attorney regarding the various license types prior to making any decisions. The information in this document is solely intended to provide a general overview of permitted activities under the various license types and is not exhaustive. For information on the costs associated with each license type, please visit <https://mn.gov/ocm/businesses/licensing/license-types.jsp>.

License type	Overview of activities and products allowed	Endorsements available	Additional licenses available <i>(may be held simultaneously)</i>
<p><b>Microbusiness</b> <a href="#">Minn. Stat. § 342.28</a></p> <p>Cannabis microbusinesses can grow, make, sell, and buy cannabis (including plants and seedlings), lower-potency hemp edibles, and hemp-derived consumer products. They can also have an on-site space where customers can use cannabis.</p>	<p><b>Can operate:</b> <del>A single retail location. Can allow on-site consumption on a portion of its premises where customers can consume edible cannabis products and lower-potency hemp edibles.</del></p> <p><b>Can grow:</b> Up to 5,000 square feet of plant canopy indoors or up to one-half acre of mature flowering plants outdoors.</p> <p><b>Can transport:</b> Between facilities under same license holder.</p> <p><b>Can sell:</b> Immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and customers.</p>	<ul style="list-style-type: none"> <li>• <b>Cultivation</b></li> <li>• Extraction and concentration</li> <li>• Production of customer (consumer) products</li> <li>• <del>Retail operations*</del></li> <li>• On-site consumption</li> <li>• Edible cannabinoid product handler endorsement</li> <li>• Medical cannabis               <ul style="list-style-type: none"> <li>- Medical cannabis cultivation</li> <li>- Medical cannabis processor</li> <li>- Medical cannabis retailer</li> </ul> </li> </ul> <p>* <i>Must also have local registration per <a href="#">Minn. Stat. § 342.22</a>.</i></p>	<ul style="list-style-type: none"> <li>• <del>Cannabis event organizer</del></li> </ul>
<p><b>Mezzobusiness</b> <a href="#">Minn. Stat. § 342.29</a></p> <p>Cannabis mezzobusinesses can grow, make, sell, and buy cannabis (including plants and seedlings), lower-potency hemp edibles, and hemp-derived consumer products.</p> <p><i>This license type is available in limited quantities per state law, and licensees will be selected through a vetted lottery.</i></p>	<p><b>Can operate:</b> Up to three retail locations.</p> <p><b>Can grow:</b> Up to 15,000 square feet of plant canopy indoors or up to one acre of mature flowering plants outdoors.</p> <p><b>Can transport:</b> Between facilities under same license holder.</p> <p><b>Can sell:</b> Immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and customers.</p>	<ul style="list-style-type: none"> <li>• Cultivation</li> <li>• Extraction and concentration</li> <li>• Production of customer (consumer) products</li> <li>• Retail operations*</li> <li>• Edible cannabinoid product handler endorsement</li> <li>• Medical cannabis               <ul style="list-style-type: none"> <li>- Medical cannabis cultivation</li> <li>- Medical cannabis processor</li> <li>- Medical cannabis retailer</li> </ul> </li> </ul> <p>Note: <i>Must obtain at least two endorsements within 18 months of licensure.</i></p> <p>* <i>Must also have local registration per <a href="#">Minn. Stat. § 342.22</a>.</i></p>	<ul style="list-style-type: none"> <li>• Cannabis event organizer</li> </ul>

# From Start to License: Your Path to Cannabis Licensing in Minnesota

**Before you begin:**

- 1 Were you verified as a social equity applicant? If so, decide if you will apply for a social equity-classified license.
- 2 What license type will you apply for? What endorsement(s) will you need to obtain?
- 3 Talk to your local government about zoning requirements and local retail registration availability (if applicable).



\* Microbusinesses with fewer than 10 employees do not need to provide a labor peace agreement.  
 \*\* Your application cannot proceed and your business cannot open until your local government certifies that your business meets zoning compliance!  
 \*\*\* For those seeking to conduct retail activities, you must get retail registration from your local government directly (in addition to your license) before beginning cannabis sales.



Learn more about the licensing process at  
[mn.gov/ocm/businesses/licensing](http://mn.gov/ocm/businesses/licensing)

## Cannabis Life Cycle



The following provides a glimpse into the Life Cycle of a Cannabis Plant. This is meant to be a guide and not an absolute as each strain of Cannabis may require different time sequences. Individual growers may also have different growing, harvesting and curing techniques which may significantly alter the time frames indicated.

Cannabis is an annual dioecious (unisexual) flowering plant. To elaborate, it germinates from a seed, reaches sexual maturity, reproduces and dies all within one year when growing wild. Its flowers are unisexual so males and females are distinct plants, but hermaphrodites have been continually documented.

Modern cultivation techniques can be employed to extend a plant's natural life cycle, sometimes almost indefinitely through cloning, allowing favorable phenotypes to exist continually without relying on the blind luck associated with random genetic shuffling present from natural sexual reproduction. The time for a branch to form roots is between 5 and 20 days, following which the branch can be considered an independent plant capable of full growth, with the same genetics as its mother.

The entire cannabis life cycle is described below; clones begin as little more than a branch, until advantageous roots form at which time the plant most closely resembles a seedling, and eventually moves into a full vegetative phase.

### Germination

Germinating of cannabis seeds requires stratification (absorbing sufficient water) along with darkness to initiate key metabolic processes that begin sprouting a seedling. Depending on the age of a seed initial germination may take from a day up to eight; the taproot firmly anchors in the ground and 2 cotyledons emerge within 2-4 days. There is no medicinal value during the germination period.

- Total Time: 3-12 Days

### Seedling

A cannabis plant is considered a seedling once its cotyledons are exposed and actively beginning transpiration and photosynthesis. For clarification, cotyledons are the two small circular leaves that first sprout from a seed; they differ markedly from the distinctive rigged angular leaves that follow soon after. During this period a plant exhibits marked phototropism, growing and extending towards whatever light source offers the appropriate wavelengths. Fluorescent lights are primarily employed because the plant does not require high quality low



wavelength red light present in high pressure sodium lights, and it does not require the quantity of light or the heat emitted by metal halide bulbs. A very experienced grower may be able to “sex” the plant at this stage, however generally a plant is not “sexed” to know if it is a male or female plant until the 2<sup>nd</sup> week of the Bloom cycle. Once a male plant has been identified, it is generally destroyed by the grower. There is no medicinal value during the germination period.

- Total Time: 1-4 Weeks

### Vegetative

The vegetative phase of cannabis development exhibits the greatest increase in biomass and total growth. Root growth extends considerably to cope with the drastic increase in nutrient demand, large leaves begin to grow to produce adequate surface area for photosynthesis, and transpiration is dramatically increased so water intake must also be increased. This period resembles natural summer growth, with an absence of low wavelength red light and metal halide bulbs being employed primarily for their strong short wavelength blue light. The photoperiod during this time always follows more light per day than darkness, a crucial component in avoiding early flowering. Cannabis is short day quantitative, and flowering depends on the quality of the light it receives, as well as how much of a lack rather than quantity it receives. Some growers leave plants in a vegetative state for a greater length of time. This can include plants used as mothers (a plant that is used ongoing for cloning). While the cannabinoids begin to slowly develop in this stage there is no significant medicinal affect or efficacy for vegetative plants. For this reason, some states laws medical marijuana laws count vegetate plants differently than flowering plants.

- Total Time: 1-2 Months

### Transitional (Pre-Flowering)

During this brief period nutrient intake increases dramatically as growth can sometimes double in an extremely short time. This change involves the plant expending as many nutrients as possible growing as much as possible before its hormonal changes signal reproduction. This stage in plant development can be artificially forced by limiting exposure to light to 12 hours a day with 12 hours darkness following. Cannabis contains the same photoreceptors present in many plants that inhibit flowering as a response to light exposure. Only by limiting the amount of light and increasing the amount of darkness can a cannabis plant be flowered. This stage prepares the plant for the flowering stage and the subsequent development of the different cannabinoids.

- Total Time: 1-2 weeks

### Flowering



The reproductive phase of cannabis development involves profound hormonal changes brought upon by an increase in red and far red wavelengths of light (provided in controlled settings primarily by high

pressure sodium bulbs) and by the change in photoperiod described above in the transitional period. This period presents the first dramatic increase in THC, CBD and the various other cannabinoids present in high concentrations in female cannabis times. Prior to the flowering stage trace amounts are present in plant tissues, but in quantities that could never intoxicate. Only once flowering is initiated and the plant begins to expend more of its energy in calyx production to increase surface area for the resulting trichomes does the plant begin to produce cannabinoids in abundance. The flowering time varies greatly between strains. When the plant is harvested in the flowering cycle determines mix and level of each cannabinoid. Some strains are harvested early or late to maximize the performance of different cannabinoids. The flower or bud stage is where the plant begins to develop significant medicinal benefit.

- Total Time: 1-4 Months

### Harvesting & Curing

Following flowering and a 'flush' or decrease in nutrients and water if it is taking place, the cannabis is ready to harvest. Harvesting cannabis involves trimming and drying the product with some time taken afterward to cure it to a finished medicine. Trimming is time and labor intensive, the desirable part of the cannabis plant is the flower or bud, specifically the calyxes containing the most cannabinoids.



Leaves contain very low amounts of cannabinoids respectively and a larger number of harmful combustion related byproducts when smoked. Trimming and drying involves removing the large fan leaves and cutting the smaller ones with scissors, hanging the product upside down for several days, and trimming the remaining leaves off after that. Curing involves placing the product in glass jars for several days at a time, allowing periods of fresh air exposure and rotation of the product. Curing promotes chlorophyll and sugar breakdown, removes the remainder of water, and improves the taste and consistency of finished medicine.

Some grow experts believe that curing time can be months rather than weeks. While the trim or plant material removed has some value it is significantly less than the flower or bud. For this reason plant material must be considered differently than the flower or bud material.

- Total Time: 1-2 Weeks

### Sources

Greg Green (2001). *The Cannabis Grow Bible*

Jorge Cervantes. *Marijuana Horticulture*

USDA, ARS, National Genetic Resources Program. *Germplasm Resources Information Network - (GRIN)* [Online Database]. National Germplasm Resources Laboratory, Beltsville, Maryland

# CERTIFICATE OF SURVEY

SECTION 31  
T. 104 N., R. 6 W.

## LAND DESCRIPTION.

That part of the Northwest Quarter of the Northwest Quarter of Section 31, Township 104 North, Range 6 West, Houston County, Minnesota lying southerly of the south right of way line of former Chicago, Milwaukee, St. Paul and Pacific Railroad, and northerly of the centerline of U.S. Trunk Highway Number 16.

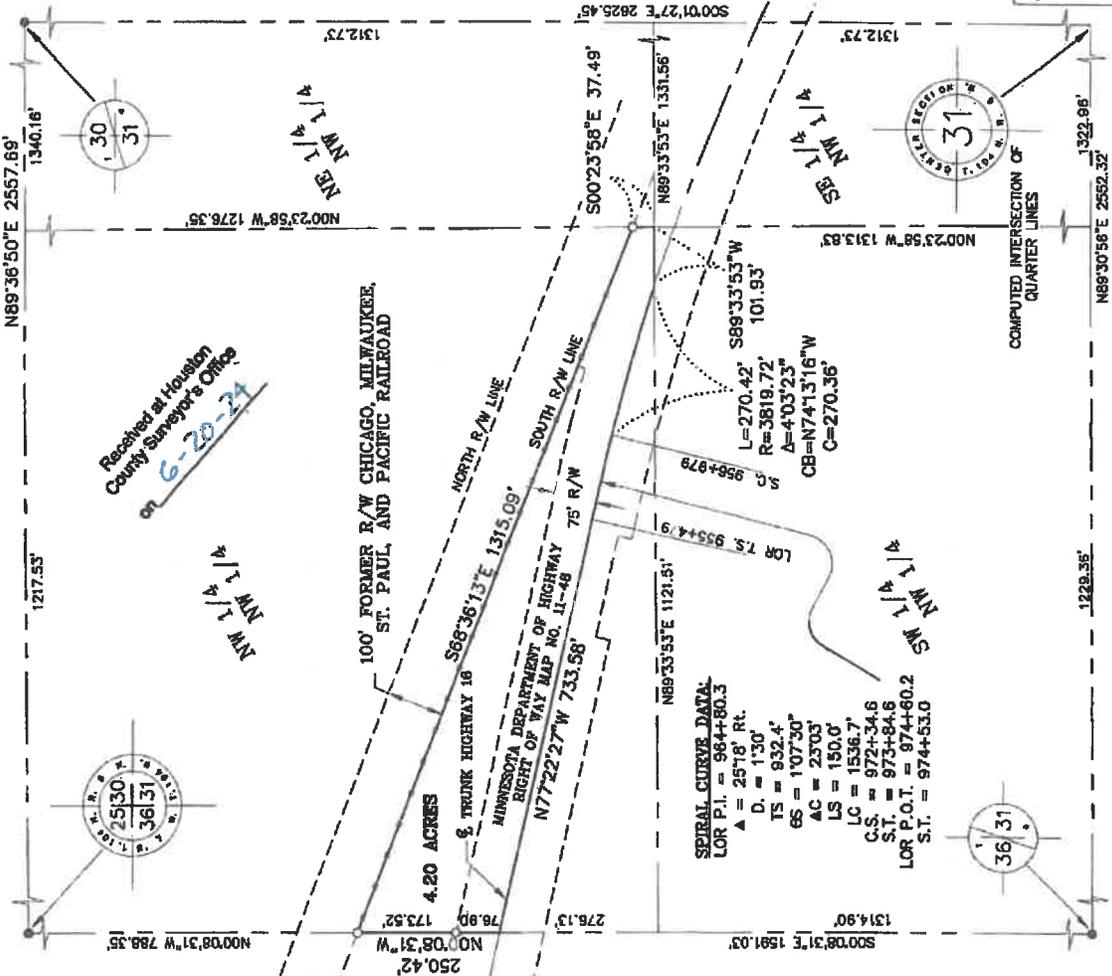
The above described parcel contains 4.20 acres, more or less, and is subject to any easements, covenants, and restrictions of record.



- IRON PIPE WITH PLASTIC CAP
- STAMPED LS 21940 SET
- FOUND MONUMENT
- EXISTING FENCE

**Base of Bearings:** All bearings based on NAD 83 (1986 Adjustment) Houston County Coordinate System. Based on this system, the northwest corner of the Northwest Quarter of Section 31 has coordinates of North 20015.56 & East 481910.76.

**Base of Bearings:** All bearings based on NAD 83 (1986 Adjustment) Houston County Coordinate System. Based on this system, the west line of the Northwest Quarter of Section 31 bears North 00°08'31" West / South 00°08'31" East.



I HEREBY CERTIFY THAT THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR AND THAT I AM A MEMBER OF THE SURVEYING SOCIETY OF THE STATE OF MINNESOTA.

**G-Cubed**  
ENGINEERING  
PLANNING  
14070 Hwy 52 S.E.  
Charfield, MN 55923  
www.g-cubed.com

DATE OF SURVEY: 5-18-2024  
Prepared For:  
Peggy Chapel  
9403 County 25  
Houston, MN 55943

104602317

**From:** Gary Wilson  
**To:** [Amelia Meiners](#)  
**Subject:** Cannabis microbusiness  
**Date:** Thursday, July 17, 2025 8:22:47 AM

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

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Amelia

This email is to strongly oppose the Interim Use Permit application for a cannabis microbusiness less than a mile from my home. The applicant has already started constructing what I assume will be a fence. Having a cannabis patch right next to Hwy 16 is only inviting trouble regardless of any combination of fencing and cameras installed for security.

I respectfully request the commissioners deny this application.

Thanks,

Gary Wilson

Houston, MN

507-500-0414

**From:** [Anita Allen-Wilson](#)  
**To:** [Amelia Meiners](#); [Gary M. Wilson](#)  
**Subject:** Interim Use Permit  
**Date:** Friday, July 18, 2025 3:47:15 PM

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

Amelia,

In regard to the Interim Use Permit permit being considered on July 31, I have these thoughts. I think it will likely draw unwanted attention, affecting the peace and safety of our rural neighborhood. Several children live in the area, and there is a day care home not far away. Growing cannabis so close to Highway 16 is inviting trouble, even with a fence and whatever else they may use for security.

I respectfully request the commissioners deny the application.

Thank-you for your consideration,

Anita Allen-Wilson

5450 Red Oak Ln

Houston, MN

Interim Use Request	Amount Paid
2025-IUP-425890	\$0.00
Applicant	Created
Dorian Keenan	May 23, 2025

Number
2025-IUP-
425890

Seth Brown & Dorian Keenan
060205001   Houston
Submitted by GreenHub on
5/23/2025



### Applicant

Dorian Keenan

6083875287

greenhub541@gmail.com

### Search Parcel Data Completed On Friday, May 23, 2025 at 8:09 PM CDT by GreenHub

ParcelID	Address	City	OwnerName	Acres
060205000			CHAPEL,PEGGY MARLENE	40.340

### INTERIM USE INTRO Completed On Friday, May 23, 2025 at 8:09 PM CDT by GreenHub

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 Friday, May 23, 2025 at 8:17 PM CDT by GreenHub

Applicant Name

Seth Brown & Dorian Keenan

Telephone Number

608.853.0413 , 608.387.5287

**Address**

17980 State 16

**City**

Houston

**Zip**

55943

**Parcel Tax ID**

060205001

**Legal Description**

FRAC NW1/4 NW1/4 EX DOC 315798

**Section-Township-Range**

31-104-006

**Do you own additional adjacent parcels**

No

**Township of:**

Houston

**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
Yucatan	Deb Dewey	507-896-3566

**INTERIM USE REQUEST** Completed On Friday, May 23, 2025 at 8:22 PM CDT by GreenHub

[Click here to view the Houston County Zoning Ordinance](#)

**Describe in detail your request.**

We have a social equity preliminary approval for a micro business license. We would like to get approval to grow a half acre as the license allows and in the future build a small shed to have an indoor operation according to what is allowed under our micro business license.

**Citation of Ordinance Section from which the Interim Use is requested:**

342.28

**Requested Dimension:**

one half acre

**Please upload any supporting documents:**

**INTERIM USE FINDING OF FACTS** Completed On Friday, May 23, 2025 at 8:46 PM CDT by GreenHub

[Click here to view the Houston County Zoning Ordinance](#)

## Findings Required:

The Planning Commission shall not recommend an Interim 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:**

we will adhere to all best practices that the county land use plan puts forth. We plan on having an organic operation.

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

Yes

**Comments:**

We need an approval of all plans to go forward and get final approvals from the state

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

Yes

Comments:

We will be planting cannabis which will consume less water than alfalfa per plant

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

Yes

Comments:

Water runoff will not be affected. We also plan to collect minimal rain water to use as a safety net in case of dry weather.

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

Yes

Comments:

It was crop land before and is zoned as such

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

Yes

Comments:

we are doing an organic grow

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

Yes

Comments:

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

Yes

Comments:

We will have little traffic other than ourselves and minimal transportation needs. We will have adequate parking for intended use.

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 minimal and adequate facilities will be provided

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:

We have multiple mitigation tactics in place to keep immediate vicinity enjoyable and our use will not be injurious.

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:

We have mitigation tactics to stop us from impeding on surrounding vacancies.

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:

We have plans such as cover plants for odor control, our nearby neighbor is a farm which will help mitigate the smells and odors. We will also be planting cover crops to mask smell & sight.

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

Yes

Comments:

There is no proposed residential 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:

All proposed development is allowed under any current zoning districts.

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:

Yes, we are abiding all public health, safety, morals, and general welfare regulations, and making sure they are all top priorities at Green Hub.

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

Land Picture.HEIC

Use the Interactive Map to a Ceate 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

APPLICATION SUBMITTAL Completed On Friday, May 23, 2025 at 9:00 PM CDT by GreenHub

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

*DK* *Seth Brown*

Date Signed:

5/24/2025

Check this box if Staff Signature on behalf of Applicant.

No

Email APPLICATION SUBMITTAL Completed On Friday, May 23, 2025 at 9:00 PM CDT by GreenHub

RESEND EMAIL

Delivered on Friday, May 23, 2025 at 9:00 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.meiners@co.houston.mn.us  
greenhub541@gmail.com

Subject: Parcel 060205001 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.meiners@co.houston.mn.us with any questions or concerns.

Number: 2025-IUP-425890

Workflow: Interim Use Request

Description: Seth Brown & Dorian Keenan | 060205001 | Houston

Created On: 5/24/2025

[View Application](#)

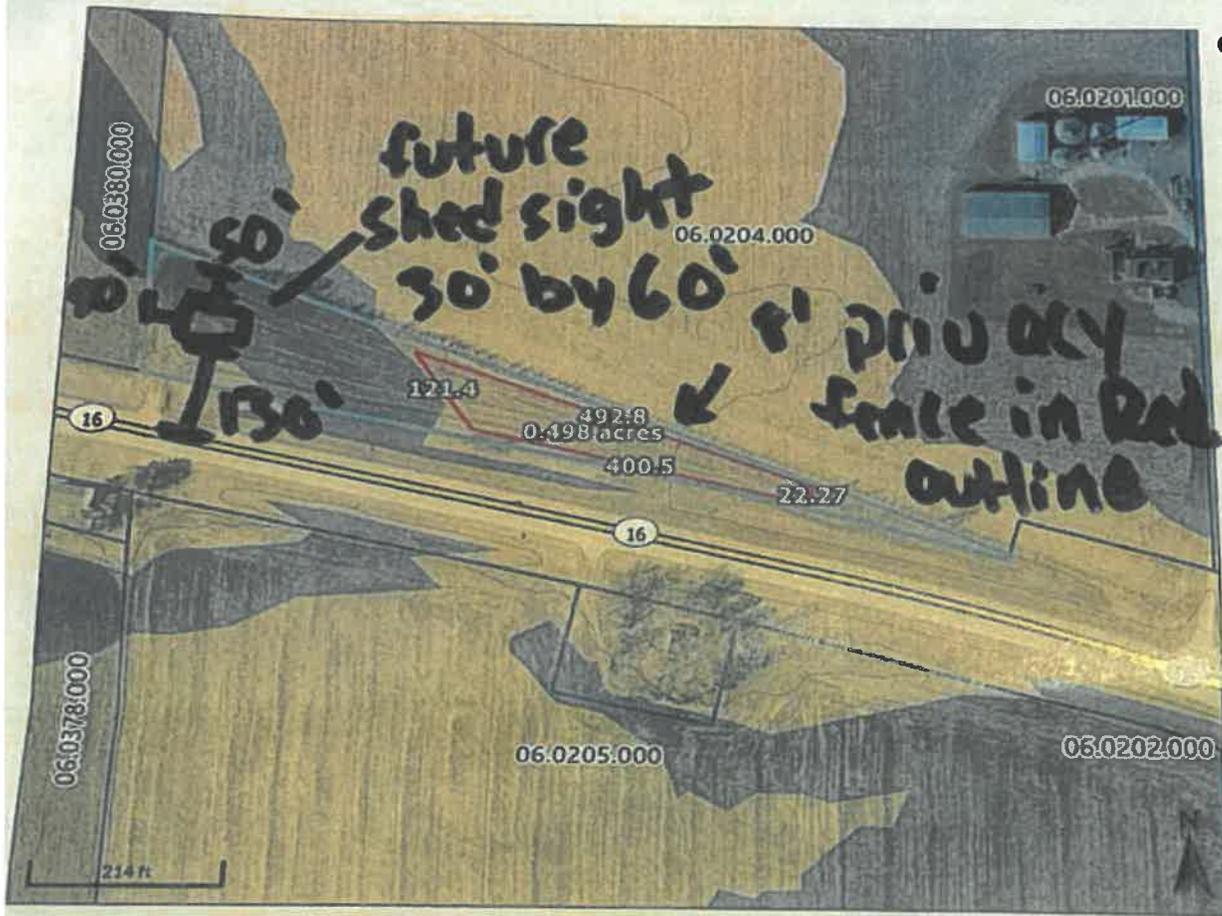
**External Notes**

**Documents**

**Internal Notes**

**Documents**

# Beacon™ Houston County, MN



## Overview



## Legend

- Parcels**
  - Parcels
  - Mobile Home
  - Personal Property
  - Corporate Limits
- Roads**
  - US Highway
  - State Highway
  - County Highway
  - Township Road
  - Municipal Road
- Floodplain**
  - Outside Special Flood Hazard Area
  - Special Flood Hazard Area
  - Political Townsh

<b>Parcel ID</b>	060205001	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	n/a
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	n/a		
<b>Property Address</b>		<b>Acreage</b>	n/a		
<b>District</b>	n/a				
<b>Brief Tax Description</b>	n/a				

(Note: Not to be used on legal documents.)

Map created: 5/20/2025  
 Data Uploaded: 5/20/2025 10:28:44 PM

Developed by **SCHNEIDER**  
 GEOSPATIAL

## Revised Business Plan for Outdoor Grow Operation

Applicant Name: Seth Brown & Dorian Keenan

Applicant Business Name: Green Hub LLC

---

### Expected Size of the Business

**Metric 1: Anticipated Revenue**

2025 anticipated revenue from selling indoor and outdoor-grown flower, pre-rolls, and bulk cannabis: \$500,000

**Metric 2: Number of Staff**

Green Hub will initially employ three staff members: two full-time (owners) and one part-time (family member), focusing on cultivation, harvest, and post-harvest processing.

**Metric 3: Cultivation Acreage**

Green Hub will begin operations with one half acre dedicated to outdoor cannabis cultivation.

Green Hub Plans to build a 30 foot by 60 foot shed to foster an indoor grow in the future

---

### Anticipated Growth

**Metric 1: Anticipated Revenue Growth (2025–2028)**

- 2025: \$200,000
- 2026: \$500,000
- 2027: \$800,000
- 2028: \$1,300,000

*Revenue growth reflects increased acreage, improved yields, and expanded market presence.*

**Metric 2: Number of Staff**

As the business grows, Green Hub will add two additional staff members (one full-time, one part-time) to manage increased cultivation and processing needs.

**Metric 3: Cultivation Acreage Expansion**

Green Hub will expand from one half acre in 2025 to an additional indoor cultivation, scaling production in line with demand and regulatory allowances.

---

### Methods of Recordkeeping

- Use the Flowhub suite for seed-to-sale tracking, ensuring compliance with state regulations.
  - Maintain cloud-based electronic records for secure storage and easy access.
  - Regularly backup all data.
  - Implement internal controls to ensure accuracy and prevent fraud.
  - Train all staff on proper recordkeeping procedures.
  - Stay updated on state regulations and consult a cannabis attorney or accountant as needed.
- 

## Knowledge and Experience of Key Individuals

Dorian Keenan:

Experienced in regulated industries (Technology at Oracle, tobacco industry), Air Force veteran specializing in Radio Communications.

Seth Brown:

Background in banking, property management, and small business ownership (bait shop in Wisconsin).

---

## Environmental Plan

### Example 1: Water Usage

- Use irrigation only as needed and mulching to minimize water consumption and evaporation.
- Collect and reuse rainwater and runoff for irrigation.
- Monitor soil moisture to optimize irrigation scheduling and minimize overall water usage
- Install a reverse osmosis system for indoor cultivation to recycle all water being used

### Example 2: Soil and Land Management

- Use organic fertilizers and integrated pest management to reduce chemical runoff.
- Use organic farming methods to reduce erosion and environmental impacts.

### Example 3: Scent Mitigation

- Use cover crops like Lavender, Calendula, and Basil to mask the scent during the flowering stage.

- Use timing on regular farm operations of manure spreading on neighboring farm to cover scent
- Ensure the future shed has a negative pressure with carbon fiber filters to eliminate scent and comply with all state regulations.

#### Example 3: Waste Management

- Compost plant waste and reuse organic material on-site.
  - Recycle packaging and minimize single-use plastics.
  - Partner with local waste management services to ensure proper disposal of non-compostable materials.
- 

### Additional Notes for Operations

- Cultivation will occur initially outdoors, utilizing natural sunlight and seasonal cycles. The shed would be built at a later date pending approval.
- Security measures (fencing, multiple security cameras, private property signs) will be implemented to comply with local regulations for outdoor and future indoor cannabis grows.
- Cultivation will be planned to minimize impact on neighboring properties and local wildlife including taking appropriate measures to reduce scent, sight, and sound of operations.
- Local traffic will not be affected and no new signage would be required.
- Hours of operation will be minimal for cultivation- we do not plan on doing any retail store or public visitation hours

## Operational Plan

### 1. Facility Layout

The proposed cannabis microbusiness facility will be located at 17980 mn 16, Houston, MN, occupying a 1800 square foot indoor space designed for cultivation and processing

- Secure storage rooms for cannabis flower, products, and equipment.
- Ventilation and filtration system locations (see below).
- Security Features The facility will include:
  - Perimeter fencing and locked entry points.
  - 24/7 video surveillance with cameras covering all cultivation, storage, and retail areas, with footage retained for at least 90 days.
  - Alarm systems linked to local law enforcement.
  - Access control systems requiring employee ID badges.

### 2. Ventilation and Filtration Systems

- System Design: The facility will utilize a high-efficiency HVAC system with carbon filtration to control odors and maintain air quality, ensuring compliance with Minnesota environmental regulations.
- Airflow Management: Air will be circulated to maintain optimal temperature (68–78°F) and humidity (40–60%) for cannabis cultivation, with exhaust systems vented through carbon filters to minimize external odor.
- Maintenance Plan: Regular inspections and filter replacements every 3–6 months, performed by a licensed HVAC contractor.

### 3. Wastewater and Waste Disposal

- Wastewater Management:
  - All cultivation runoff will be collected in a closed-loop irrigation system to prevent discharge into municipal sewers without treatment.
  - Wastewater will be treated to meet Minnesota Pollution Control Agency (MPCA) standards before disposal, with regular testing for pH and contaminants.
- Solid Waste Disposal:
  - Cannabis waste (e.g., plant material, trimmings) will be rendered unusable by grinding and mixing with compostable materials (e.g., soil, cardboard) at a 1:1 ratio, per Minnesota regulations.
  - Waste will be stored in locked, labeled containers and disposed of weekly through a licensed waste hauler to a permitted composting or disposal facility.
  - Non-cannabis waste (e.g., packaging) will be recycled or disposed of per local regulations.

### 4. Utilities

- Electricity:
  - The facility will contract with [Minnesota Power and MiEnergy Co-Op to supply sufficient power for high-intensity grow lights (e.g., LED systems), HVAC, and processing equipment.

- Energy efficiency measures include LED lighting and timers to reduce consumption, targeting a 20% reduction in energy use compared to traditional grow systems.
- Water:
  - Water will be sourced from rainwater and a well, with a reverse osmosis system to ensure purity for irrigation and enables water to be reused cutting down water usage significantly.
  - Usage will be monitored to comply with local water regulations, with an estimated daily consumption of 200 gallons for cultivation.
- Other Utilities:
  - High-speed internet for inventory tracking and compliance reporting.
  - Natural gas or electric heating for climate control, as needed.

#### 5. Compliance with Building Codes and Safety Requirements

- Building Codes:
  - The facility will comply with the Minnesota State Building Code (Chapter 326B), including fire safety, electrical, and structural standards.
  - A licensed architect or contractor will certify compliance before operations begin, with inspections conducted by the local building official.
- Environmental Requirements:
  - Compliance with MPCA regulations for air and water quality, including regular environmental audits.
  - Use of eco-friendly pesticides and fertilizers as well as organic farming methods approved by the Minnesota Department of Agriculture.
- Workplace Safety:
  - Adherence to OSHA standards, including proper labeling of hazardous materials, employee training on safe handling of equipment, and provision of personal protective equipment (PPE).
  - Emergency evacuation plans and fire suppression systems (e.g., sprinklers, extinguishers) will be installed and maintained.
  - A workplace safety manual will be developed, with annual employee training sessions.

#### 6. Preventing Unauthorized Sales

- Sales will only be made to licensed cannabis businesses (e.g., manufacturers, retailers) or registered medical cannabis patients (if applicable).
- A seed-to-sale tracking system (e.g., Metrc) will be implemented to monitor all cannabis products and prevent diversion to unlicensed entities.
- Employees will be trained on Minnesota's cannabis regulations, with quarterly refreshers to ensure compliance.

#### 7. Additional Notes

- The operating plan will be updated as needed to reflect changes in regulations or facility operations, with updates submitted to the Office of Cannabis Management (OCM) for approval.
- All required permits (e.g., building, environmental, occupational) will be obtained before operations commence, with documentation maintained on-site.

## Cultivation Plan (Minnesota Statutes § 342.28, Subd. 3(2))

### Cultivation Plan

#### 1. Cultivation Facility Overview

- Location: The cultivation area will be located at 17980 MN 16, Houston, MN dedicated exclusively to cannabis cultivation.
- Size Limitation:
  - For indoor cultivation, the facility will utilize up to 1,800 square feet of plant canopy, as permitted under § 342.28, Subd.
  - For outdoor cultivation the facility will cultivate up to one-half acre of mature, flowering plants, unless adjusted by the OCM.
- Purpose: The cultivation area will be used to grow cannabis plants from seed or clone to mature, flowering plants, harvest cannabis flower, and package/label products for sale to licensed cannabis businesses.

#### 2. Facility Layout

- Propagation Area: 300 sq. ft. for seedlings and clones, equipped with propagation trays and fluorescent lighting.
- Vegetative Growth Area: 700 sq. ft. for immature plants, with adjustable LED grow lights and automated irrigation.
- Flowering Area: 700 sq. ft.] for mature, flowering plants, with high-intensity LED lights.
- Drying and Curing Room: 100 sq. ft.] with controlled humidity (50–55%) and temperature (60–70°F) for post-harvest processing.
- Storage Area: Secure, locked storage for harvested cannabis flower, compliant with § 342.25.
- Plant Canopy Calculation:
  - Total plant canopy will not exceed 5,000 sq. ft. for indoor cultivation, measured as the total surface area of mature, flowering plants.
  - Plants will be arranged in tiered racks or tables to maximize space efficiency, with a maximum of 1,000 mature plants, depending on strain and growth method.
  - Canopy measurements will be documented and reported to the OCM to ensure compliance with size limits.

#### 3. Cultivation Methods

- Propagation:
  - Plants will be started from seeds or cuttings sourced from licensed nurseries, certified by the Minnesota Department of Agriculture.
  - Propagation will occur in a controlled environment with 18-hour light cycles and high humidity (70–80%).
- Vegetative Growth:
  - Plants will be transitioned to a vegetative stage with 18–24 hours of light daily, using LED grow lights (e.g., 600W full-spectrum LEDs).
  - Nutrient solutions will be administered via a drip irrigation system, with pH and nutrient levels monitored daily.

- Flowering:
  - Plants will be induced to flower with a 12-hour light/12-hour dark cycle, using high-intensity LEDs.
  - Flowering cycle duration will vary by strain (e.g., 8–12 weeks).
- Harvesting:
  - Mature plants will be harvested by trained staff, with flower trimmed by hand or machine, depending on quality requirements.
  - Harvested flower will be dried and cured in a dedicated room, with samples tested for potency and contaminants per OCM regulations.

#### 4. Environmental Controls

- Lighting: Energy-efficient LED grow lights will be used to minimize energy consumption, with timers to automate light cycles.
- Irrigation: A closed-loop drip irrigation system will deliver water and nutrients, with runoff collected and treated to prevent environmental contamination.
- Climate Control: HVAC systems with dehumidifiers and air conditioners will maintain optimal conditions (68–78°F, 40–60% humidity).
- Pest and Disease Management:
  - Integrated Pest Management (IPM) practices will be used, including beneficial insects and organic pesticides approved by the Minnesota Department of Agriculture.
  - Regular inspections and lab testing will ensure plants are free of pests, mold, and other contaminants.

#### 5. Compliance with § 342.25 (Cultivation Operations)

- Recordkeeping:
  - A seed-to-sale tracking system (e.g., Metrc) will be used to document all plants from propagation to harvest, including strain, batch number, and disposal records.
  - Monthly reports will be submitted to the OCM, detailing canopy size, harvest yields, and waste disposal.
- Security:
  - The cultivation area will be enclosed and locked, with access restricted to authorized personnel.
  - Surveillance cameras will monitor all cultivation areas, with footage retained for OCM inspections.
- Quality Control:
  - All cannabis flower will be tested by a licensed testing facility for THC potency, contaminants, and microbial content before sale.
  - Packaging and labeling will comply with § 342.63, including child-resistant packaging and accurate THC content.

#### 6. Staffing and Training

- Staff: 2 employees will be doing all operations.
- Training: Employees will receive training on cultivation techniques, safety protocols, and compliance with Minnesota cannabis laws, with annual refreshers.

**7. Additional Notes**

- The cultivation plan will be updated to reflect any changes in canopy size, cultivation methods, or facility layout, with updates submitted to the OCM for approval.
- The facility will comply with any additional best practices established by the OCM in consultation with the Minnesota Department of Agriculture and the University of Minnesota Extension Service



**Date:** August 14, 2025

**To:** Houston County Commissioners & Staff

**From:** Allison Wagner, Houston County EDA

**RE:** \$125,000 from Revolving Loan Fund

**Background:** On August 6<sup>th</sup> 2025 Sno Pac Foods requested from the EDA financing to build a new cold storage facility in Caledonia's industrial park. The total project cost for the project is around 7,000,000 with the owners injecting \$700,000 in equity.

The project will create four full time jobs with the prospect of growing and hiring additional part time staff in the future. Sno Pac will also be leasing additional cold storage space to smaller local businesses and producers in the County filling a need for cold storage in the area.

**Recommendation:** After due consideration and discussion, the EDA Board of Directors unanimously passed a motion on August 6, 2025 to recommend that the Houston County Commissioners approve the request for assistance by providing a \$125,000 loan at the 2025 set rate 3.5% and ten year term.

**Action Required:** A motion made by the Board of Commissioners approving request for assistance by providing a \$125,000 loan.

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
August 12, 2025**

**Date Submitted: August 5, 2025**

**By: Robert Thoen**

The Brownsville Auxiliary Post 6801 has again donated a \$200.00 to the Veteran Services Office to use for any veteran's needs. The County Board must accept this by motion.

<b><u>Reviewed by:</u></b>	<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 checked="" type="checkbox"/> Other (indicate dept)	<u>VSO</u>
	<input type="checkbox"/> Environmental Svcs		
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
August 19, 2025**

**Date Submitted: 08/14/2025  
By: Brent Parker, Human Resources Officer**

**ACTION**

- **Consider approving SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS between The County of Houston and Sheriff Brian Swedberg.**
- **Consider approving resolution 25-24, setting Sheriff Brian Swedberg's 2025 pay to \$141,473.00**

**APPOINTMENT REQUEST**

**HR CONSENT AGENDA REQUEST**

- **Appoint Nicole Karl as a Public Health and Human Services Eligibility Worker (B24 – Step 1) effective September 2, 2025.**

<b><u>Reviewed by:</u></b>	<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	<input type="checkbox"/> Sheriff <input type="checkbox"/> Engineer <input type="checkbox"/> PHHS (indicate other dept) <input type="checkbox"/>
<b><u>Recommendation:</u></b>		
<b><u>Decision:</u></b>		

RESOLUTION # 25-24

IT IS HEREBY RESOLVED, that the Houston County Board of Commissioners approves the annual salary as indicated below for the County Sheriff effective January 1, 2025:

Brian Swedberg  
County Sheriff

\$141,473.00

Adopted in Caledonia, Minnesota on this 19th day of August 2025.

HOUSTON COUNTY BOARD OF COMMISSIONERS

---

Eric Johnson Board Chair

Attest:

---

Carol Lapham Interim - County Administrator

## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement ("Agreement") is entered into by and between Brian Swedberg ("Swedberg") and Houston County ("County"). Swedberg and the County will be collectively referred to in this agreement as "the Parties."

WHEREAS, Swedberg is the duly elected Houston County Sheriff; and

WHEREAS, the County, acting through the Houston County Board of Commissioners ("Board"), established the 2025 salary for the Sheriff at a public meeting on December 31, 2024; and

WHEREAS, Swedberg submitted a timely challenge to the Board's 2025 salary determination pursuant to Minn. Stat. § 387.20, which is currently pending in Houston County District Court and assigned Case No. 28-CV-22-20 ("Appeal");

WHEREAS, the Parties mutually desire to amicably resolve this matter without incurring the costs and burdens of protracted administrative or judicial proceedings related to Swedberg's 2025 salary.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement, including the relinquishment of certain legal rights, and other valuable consideration, the sufficiency of which is acknowledged, the Parties now agree as follows:

1. **2025 Salary.** The Parties agree Swedberg's salary as the Houston County Sheriff will be set at one hundred forty-one thousand four hundred seventy-three and no/100 dollars (\$141,473.00), retroactive to January 1, 2025. In connection with the approval of this Agreement, the Board will pass a resolution setting Swedberg's salary as set forth in this Paragraph. Swedberg will not appeal the salary to be set by the Board pursuant to this Agreement.
2. **No Admission of Wrongdoing.** This Agreement is made in compromise of disputed claims and is not to be construed as an admission of liability or wrongdoing by or on behalf of the County or the Board, or any other party identified in interest with the County or the Board. Likewise, nothing in this Agreement is to be construed as an admission of any wrongdoing by Swedberg.
3. **Dismissal of Appeal.** Swedberg agrees to the dismissal with prejudice of the Appeal. Within five (5) business days of the date this Agreement is signed by the Parties, counsel for the Parties will prepare and file a stipulation of dismissal with prejudice and without any award of costs or disbursements to either Party along with any other documents necessary to obtain an order dismissing the Appeal consistent with this Agreement.

4. **Release of Claims by Swedberg.** As consideration for the Board's agreement to set Swedberg's salary as specified in Paragraph 1, and as an inducement for the County to enter into this Agreement, Swedberg hereby fully and completely releases, acquits, and forever discharges the County, its current and former Board members, administrators, officers, employees, agents, representatives, insurers, attorneys, and other affiliates from any and all liability for any and all damages, actions, or claims - regardless of whether they are known or unknown, direct or indirect, asserted or unasserted - that arise out of or are related to any action, decision, event, fact, or circumstance occurring before Swedberg signs this Agreement. Swedberg specifically voluntarily, knowingly, and intentionally agrees to give up any right to appeal his salary that will be set for 2025 pursuant to Paragraph 1 above. Swedberg understands and agrees that by signing this Agreement he is waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that are based on or arise under any federal or state law, including but not limited to the federal and state constitutions, or any federal or state statutes, regulation, rule, or common law. This release of claims is to be broadly construed to cover and apply to any and all claims that may be legally released.
5. **Voluntary Agreement.** The Parties acknowledge that no person has exerted undue pressure on them to sign this Agreement. The Parties are voluntarily choosing to enter into this Agreement because of the benefits that are provided herein.
6. **Costs and Attorney Fees.** Each party is responsible for its own attorney fees, costs, and expenses. No Party to the Appeal may be deemed to be a prevailing party for any purpose, and no Party may seek to recover any fees, costs, or expenses from another Party.
7. **Choice of Law and Severability.** This Agreement is governed by the laws of the State of Minnesota. If any part of this Agreement is construed by a court of competent jurisdiction to be in violation of any law, the remaining portions will remain in full force and effect.
8. **Equal Drafting.** In the event that any Party asserts that a provision of this Agreement is ambiguous, this Agreement must be deemed to have been drafted equally by the parties.
9. **Counterparts; Copies.** This Agreement may be executed in any number of counterparts and each of such counterparts will for all purposes be deemed to be an original, and all such counterparts will together constitute but one and the same instrument. A signed copy of this agreement will have the same effect as an original.

10. **Complete Agreement.** This Agreement constitutes the full and complete agreement between the Parties and a final resolution of all claims in Swedberg's Appeal. The Parties to this Agreement have not relied on any promise, representation, statement, or inducement that is not expressly stated in this Agreement.

*By signing below, each party specifically acknowledges that it has reviewed the terms of this Agreement with legal counsel; that it fully understands the terms of this Agreement; and that it knowingly and voluntarily intends to be legally bound by the terms of this Agreement.*

**SHERIFF BRIAN SWEDBERG**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brian Swedberg

**HOUSTON COUNTY BOARD OF COMMISSIONERS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Board Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
Board Clerk

**HOUSTON COUNTY  
AGENDA REQUEST  
August 19, 2025**

**Date Submitted: August 14, 2025**  
**By: Carol Lapham Administrator-Interim**

**ACTION ITEM:**

Consider creating an Organizational Structure Review Committee and appointing Chairman Johnson/Commissioner Cindy Wright/Interim Administrator Lapham with discussion regarding the purpose and committee structure.

Consider approving a fee increase for Sheriff's Deputy time from \$85 to \$120 effective 8/20/2025. This increase is requested to offset the additional cost of deputy time based on the 2025-2027 LELS #237 contract settlement.

<b>CC:</b>	<input type="checkbox"/> Auditor/Treasurer	<input checked="" type="checkbox"/> Sheriff
	<input type="checkbox"/> Admin/Finance Director	<input type="checkbox"/> Human Resources
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS
	<input type="checkbox"/> County Attorney	<input type="checkbox"/> (indicate other dept) _____
	<input type="checkbox"/> County Assessor	



---

**Auditor Warrant 2025/08/05**

---

From Lynn Colsch <LColsch@HoCoMN.gov>  
Date Thu 8/14/2025 3:39 PM  
To HoCo BOC <BOC@HoCoMN.gov>

**REVIEW LICENSE CENTER  
PAYMENT**

**2025/08/05 AUDITOR  
WARRANT:**

<u>VENDOR NAME</u>	<u>AMOUNT</u>
1 VENDOR PAID LESS THAN \$2000.00	<u>475.00</u>
	<u>475.00</u>

Lynn Colsch  
Finance Clerk  
Houston County  
304 South Marshall Street  
Caledonia MN 55921  
507-725-5825  
LColsch@HoCoMN.gov



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**Auditor Warrant 2025/08/06**

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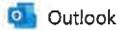
**From** Lynn Colsch <LColsch@HoCoMN.gov>  
**Date** Thu 8/14/2025 3:40 PM  
**To** HoCo BOC <BOC@HoCoMN.gov>

**REVIEW LICENSE CENTER  
PAYMENT**

**2025/08/06 AUDITOR  
WARRANT:**

<u>VENDOR NAME</u>	<u>AMOUNT</u>
BREYER/SUSAN	<u>4,680.00</u>
	<u>4,680.00</u>

Lynn Colsch  
Finance Clerk  
Houston County  
304 South Marshall Street  
Caledonia MN 55921  
507-725-5825  
LColsch@HoCoMN.gov



**Auditor Warrants 2025/08/08**

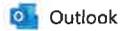
From Lynn Colsch <LColsch@HoCoMN.gov>  
Date Thu 8/14/2025 3:41 PM  
To HoCo BOC <BOC@HoCoMN.gov>

**REVIEW LICENSE CENTER  
PAYMENTS**

**2025/08/08 AUDITOR  
WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
NUSS TRUCK & EQUIPMENT	<u>158,170.38</u>
	158,170.38
4 VENDORS PAID LESS THAN \$2000.00	594.16
	<u>158,764.54</u>

Lynn Colsch  
Finance Clerk  
Houston County  
304 South Marshall Street  
Caledonia MN 55921  
507-725-5825  
LColsch@HoCoMN.gov




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**Auditor Warrants 2025/08/14**


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From Lynn Colsch <LColsch@HoCoMN.gov>  
 Date Thu 8/14/2025 3:41 PM  
 To HoCo BOC <BOC@HoCoMN.gov>

**REVIEW LICENSE CENTER  
 PAYMENTS**
**2025/08/14 AUDITOR  
 WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
ISD 300 TREASURER	6,426.16
TREASURER SCHOOL	
DISTRICT 239	6,890.15
TREASURER SCHOOL	
DISTRICT 294	2,294.86
TREASURER TWP OF	
CALEDONIA	2,181.74
TREASURER TWP OF	
CROOKED CREEK	9,092.97
TREASURER TWP OF HOKAH	3,125.94
TREASURER TWP OF	
JEFFERSON	6,555.01
TREASURER TWP OF MONEY	
CREEK	4,896.42
TREASURER TWP OF MOUND	
PRAIRIE	6,094.83
TREASURER TWP OF	
SHELDON	2,770.49
TREASURER TWP OF	
WINNEBAGO	3,418.02
TREASURER TWP OF YUCATAN	12,496.03
	<u>66,242.62</u>
8 VENDORS PAID LESS THEN	
\$2000.00	4,372.58
	<u>70,615.20</u>

Lynn Colsch  
 Finance Clerk  
 Houston County  
 304 South Marshall Street  
 Caledonia MN 55921  
 507-725-5825  
 LColsch@HoCoMN.gov




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**Commissioner Warrants 2025/08/19**


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From Lynn Colsch <LColsch@HoCoMN.gov>  
 Date Thu 8/14/2025 4:25 PM  
 To HoCo BOC <BOC@HoCoMN.gov>  
 Cc Carol Lapham <CLapham@HoCoMN.gov>; Eliana Babinski <EBabinski@HoCoMN.gov>; Susan Tostenson <STostenson@HoCoMN.gov>

Let me know if you need the spreadsheet for this.

**REQUEST APPROVAL FOR  
 PAYMENT**

**2025/08/19 COMMISSIONER'S  
 WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
ACEN TEK	4,604.44
ADVANCED CORRECTIONAL HEALTHCAR	7,726.02
BOLTON & MENK INC	3,000.00
BRUENING ROCK PRODUCTS INC	2,886.91
CALEDONIA/CITY OF	19,590.53
CEDA	7,285.33
FAHRNER ASPHALT SEALERS LLC	108,585.43
FEDERAL FLAGS LLC	2,184.00
GOVERNMENTJOBS.COM INC	8,773.95
HOUSTON COUNTY TREASURER	21,310.63
ICON CONSTRUCTORS LLC	105,450.00
MEYERS LAWN SERVICE	2,440.00
MILESTONE MATERIALS	8,758.16
MINNESOTA ENERGY RESOURCES	2,843.30
MN STATE AUDITOR	9,375.60
MN STATE TREASURER	4,603.00
MORRIS ELECTRONICS INC	10,383.25
OLYMPIC BUILDERS GENERAL CONTRAC	181,903.15
PAMELA ANN LARSON VAGTS	6,330.00
RICHARD'S SANITATION LLC	23,711.47
WEX BANK	7,911.74
	<hr/>
68 VENDORS PAID LESS THAN \$2000.00	549,656.91
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	32,425.90
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	582,082.81
PUBLIC HEALTH & HUMAN SERVICES	366,435.04
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	<u>948,517.85</u>

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# Houston County Agenda Request Form

**Date Submitted:** August 15, 2025 **Board Date:** August 19, 2025

**Person requesting appointment with County Board:** Brian Pogodzinski

**Issue:**

The 2025 Gravel National Championships will be taking place on Saturday, September 20th. County roadways are planned on being used for the event.

**Attachments/Documentation for the Board's Review:**

Route Map, Special Event permit application template

**Justification:**

Inform the Board of Commissioners on the current status of the planned event.

**Action Requested:**

Discussion on the proposed 2025 Gravel National Championships

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

All agenda request forms must be submitted to Allison Wagner at [BOC@co.houston.mn.us](mailto: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.

# All Routes Map

Saturday • September 20, 2025



## LEGEND:

- 110 Miles
- 74 Miles
- 31 Miles
- Start, Finish
- Direction
- Aid Station

## REFERENCE MAP:



v1 - 8/5/25  
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Houston County
1124 East Washington Street
Caledonia, MN 55921
Tele: 507-725-3925 Fax: 507-725-5417

Permit Fee \$20.00

APPLICATION
TO USE HIGHWAY RIGHT OF WAY FOR SPECIAL EVENTS

Name of Applicant CITY OF LACRESSENT Address 315 MAIN ST
LACRESSENT, MN 55947

Name of Party or Organization Sponsoring Event CITY OF LACRESSENT
Name, Address, and Phone Number of Contact Person TYLER BENISH, PUB WORKS DIRECTOR, 315 MAIN ST (507) 85-4971

1. Location: On CSAH/CR See Attached Street or Avenue Name
in City of Attached or Township of
Termini of Proposed Road Usage

(Give ties to land or street lines.)

2. Purpose of Special Event USA CYCLING GRAVEL NATIONAL CHAMPIONSHIPS

Type of Closure (Check type) [ ] Full Closure [ ] Partial Closure of Shoulder/Parking Lane - ROLLING CLOSURE FOR ELITE MEN & ELITE WOMEN

3. Proposed Date of Closure 9-20-2023

4. Proposed Hours of closure: from 7:00 A.M. to 2:00 P.M.

5. Will detouring of traffic be necessary? (Check one) [ ] Yes [X] No

Describe the detour route or the Traffic Control Measures proposed and attach map or diagram See Attached Letter AND LIST OF ROADS AFFECTED, SEE ATTACHED HOUSTON COUNTY ROAD MAP DEPICTING THE ROUTES.

If the event will require closure of the traveled portion of the roadway or shoulder, the Permittee must submit a traffic management plan along with the permit form. The Permittee must also notify and coordinate this activity with the local police department and/or Houston County Sheriff's Department. All detours and/or lane closures shall conform to the provisions of the Minnesota Manual on Uniform Traffic Control Devices. The event shall not be detrimental to the highway or to the safety of the public. This permit cannot be assigned, transferred or subcontracted to others without written consent of Houston County.
The Permittee agrees to obtain a Commercial General Liability insurance policy and have Houston County named as an additional insured on the policy. The Permittee shall hold Houston County harmless and indemnify Houston County from any and all claim demands and causes of action arising from permit holder's use of the County road including any attorney's fees and costs related thereto to the extent permitted by Minnesota Law. A Certificate of Insurance listing Houston County as additional insured on the Permittee's Commercial General Liability policy must be obtained prior to the Permittee's obstruction of the County road. The certificate must be in place 10 days prior to the event and provide minimum limits of \$1,500,000 per occurrence and aggregate.

I, We, the undersigned, herewith accept the terms and conditions of the regulations of the Board of Commissioners and agree to fully comply therewith to the satisfaction of the Houston County Engineer's Office.

Dated \_\_\_\_\_ Signature \_\_\_\_\_

Attach the detour or traffic control plan and
Forward or deliver all copies to County Engineer's Office.

AUTHORIZATION OF PERMIT
(PERMIT NOT VALID UNLESS BEARING SIGNATURE AND NUMBER)

See Reverse Side For Regulations Permit No. \_\_\_\_\_
Valid from \_\_\_\_\_ to \_\_\_\_\_

In consideration of the applicant's agreement to comply in all respects with the regulations of the Board of Commissioners covering such operations, permission is hereby granted for the Special Event Road Closure as described in the above application.

It is expressly understood that this permit is conditioned upon replacement or restoration of the County Highway to its original or to a satisfactory condition. It is further understood that this permit is issued subject to the approval of local authorities having joint supervision over said street or highway.

Authorized by HOUSTON COUNTY BOARD OF COMMISSIONERS

Dated \_\_\_\_\_ County Highway Engineer \_\_\_\_\_

## **SPECIAL EVENT PERMIT REGULATIONS**

1. A legitimate public interest must be served by the closure of the road.  
(This does not permit the use of public highway to foster private interests.)
2. A definite area of the road will be designated for the exclusive or partial use of such public parades, processions, or special events. The area to be used shall be defined by the beginning and ending of the restricted area, the width of the roadway to be used, and whether total or partial use is required.
3. Closures shall not be allowed during peak traffic periods unless authorized by the County Engineer. The period of time for which a road is closed should not exceed six hours.
4. If the right-of-way is located within a city, the applicant shall be both the sponsoring organization and the city.
5. No stands, buildings, tents or other encroachments will be permitted within the highway right of way.
6. A plan for traffic control and documentation of the means to implement must be submitted. An adequate detour route shall be provided by the local authority for the through highway traffic. Motorists shall be guided through the detour by signs, traffic control personnel, law enforcement personnel or a combination of the three.
7. That adequate police coverage of the closure and direction of the detour traffic is available. Coordination with local police and the highway patrol is required for establishing this policy requirement.
8. Signs, if used, shall be in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD). All detour signing, advance notices and publications are the responsibility of the requestor.
9. Assistance in the form of traffic control devices and/or signs, if requested by the sponsor will be billed for the actual costs incurred by the County.
10. Local authorities will be responsible for all costs of labor involved for the detour or traffic control operations.
11. The sponsor agrees to assume the entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise and to all property, arising out of, resulting from or in any manner connected with the operations of the special event.
12. The sponsor shall agree to defend and indemnify Houston County, its agents and employees, from all such claims including, without limiting the generality of the foregoing, claims for which Houston County may be claimed to be liable and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph
13. The sponsor shall further agree and pay for such general liability coverage which protects the County as an additional named insured.
14. The sponsor shall be responsible for any damage done to the highway property as a result of the special event, damages payable upon receipt of invoice.