

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: August 26, 2025

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

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

Others Present: Interim Auditor/Treasurer Polly Heberlein, Fillmore County Journal Reporter Charlene Selbee, Board Clerk/EDA Director/CEDA Allison Wagner, Human Resource Officer Brent Parker, Public Health and Human Services Director John Pogleasa, Environmental Services Director Amelia Meiners, Shane Eastman, Deb Wray, and Janene Hosch

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Zehnder, seconded by Commissioner Wright, motion carried four to one to approve the meeting minutes from August 19, 2025. All Commissioners voted yes except for Commissioner Johnson who abstained due to being absent from the meeting.

Public Comment:

Deb Wray who lived near Eitzen said she wanted to comment on the possibility of the Meyer building being sold and the ABLE building being purchased by the County. She said she remembered when the Meyer building was purchased by the County and money was spent at the time. She said she had heard the County was thinking about spending 1.8 Million to purchase another building and she recommended the County get public input on the matter before making such a large purchase. She also said the new jail had been overbuilt. Wray said she wanted to suggest that maybe the answer was “right next door”. She said the Historic Jail was a structurally sound building located on the current County campus and also came with insurance money. Wray suggested that the money used to purchase a new building could instead be used to fix up the Historic Jail that the County already owned.

Shane Eastman from the La Crescent area said he had heard a lot about the “safety factor” at the previous meeting when people were talking about using rifles for hunting. He said

he had looked up statistics from other surrounding areas or places with topography like Houston County. He said he had heard a worry about farmers in fields getting shot and from his research that was not happening. He said although people had safety concerns about using rifles for hunting he did not believe based on his research that safety was an issue. He said he would share the information he had found with the Commissioners so they could do their own research.

APPOINTMENTS

At 9:41 a.m. Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to go into closed session for labor negotiations pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. All Commissioners, Interim Administrator Lapham, and Human Resource Officer Brent Parker attended the closed session. At 10:33 a.m. Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to go back into regular session. Chairperson Johnson said they had discussed labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. No final decisions had been made.

CONSENT AGENDA

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

- 1) Change the employment status of Melissa Burrow, Deputy Auditor/Treasurer, from probationary to regular, effective September 5, 2025.

ACTION ITEMS

File No. 1 – Commissioner Wright moved, Commissioner Schuldt seconded, motion unanimously carried to review and approve payments. Payments are below.

REVIEW LICENSE CENTER PAYMENTS

2025/08/15 AUDITOR WARRANTS:

<u>VENDOR NAME</u>	<u>AMOUNT</u>
EMMONS & OLIVIER RESOURCES INC	4,422.50
HAMMELL EQUIPMENT INC	4,063.52
HOUSTON COUNTY TREASURER	75,450.23
OLMSTED SWCD	13,543.44
VISA	8,493.07
WABASHA COUNTY SWCD	2,490.62
WINONA COUNTY SWCD	54,299.46
	<u>162,762.84</u>
6 VENDORS PAID LESS THAN \$2000.00	4,242.15
	<u>167,004.99</u>

2025/08/26 COMMISSIONER'S WARRANTS:

NAME	AMOUNT
ABILITY BUILDING COMMUNITY	2,316.57
CALEDONIA OIL CO INC	5,838.00
COMPUTER FORENSIC SERVICES LLC	48,301.41
ENTERPRISE FM	11,753.65
GALLAGHER BENEFIT SERVICES INC	6,000.00
HOUSTON COUNTY TREASURER	21,876.27
INSIGHT PUBLIC SECTOR	2,234.73
MIENERGY COOPERATIVE	6,446.72
OFFICE OF MNIT SERVICES	2,154.47
	<u>106,921.82</u>
24 VENDORS PAID LESS THAN \$2000.00	7,435.67
	<u>114,357.49</u>

DISCUSSION ITEMS

Interim Administrator Lapham gave an update that the committee would be meeting to discuss future County reorganization. The County budget would be discussed with large departments at an upcoming workgroup session.

The Commissioners discussed recent and upcoming meetings including a US Cycling National Championship Meeting, Department Head, SMART, Finance, and Root River One Watershed meeting.

Commissioner Schuldt thanked Interim Auditor/Treasurer Heberlein for her work on a recent audit regarding snowmobile trails. Schuldt said he had sat in on the process and Heberlein had done a great job.

Commissioner Johnson said as of the week prior the USDA had decided to cut funding for commercial solar projects on prime ag land. He asked the board to consider how this would affect the County's solar moratorium. Large commercial solar projects were not currently allowed under the County's current Comprehensive Land Use Plan, and he did not see a reason to amend it especially if funding for these projects would not be available. It was the general consensus of the Commissioners to not amend the plan at the current time and to see what changes came with the funding changes.

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 10:36 a.m. The next meeting would be a regular meeting on September 2nd, 2025.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

**HOUSTON COUNTY
AGENDA REQUEST FORM
September 2, 2025**

**Date Submitted: 08/28/2025
By: Brent Parker, Human Resources Officer**

ACTION

- **Consider approving resolution 25-29, TO MAKE THE POSITIONS OF AUDITOR, TREASURER, AND RECORDER APPOINTED PURSUANT TO MINNESOTA STATUTE § 375A.1205**

APPOINTMENT REQUEST

- **9:05 a.m. Public Hearing, pursuant to Minnesota Statutes § 375A.1205, Subdivision 1. The purpose of the hearing is to consider making the positions of Auditor / Treasurer and Recorder positions appointed.**

HR CONSENT AGENDA REQUEST

- **Change the employment status of Michelle Burt, Environmental Services Technical Clerk, from probationary to regular, effective September 17, 2025.**
- **Accept the resignation/retirement of Carolyn Olson, Social Worker, effective November 1, 2025, with thanks for her 43 years of service to the residents of Houston County.**
- **Initiate a competitive search for a 1 FTE Public Health and Human Services Department Social Worker (C41).**

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

RESOLUTION NO. 25-29

**RESOLUTION TO MAKE THE POSITIONS OF AUDITOR, TREASURER, AND
RECORDER APPOINTED PURSUANT TO MINNESOTA STATUTE § 375A.1205**

WHEREAS, the offices of County Auditor /Treasurer, and County Recorder in Houston County, Minnesota are currently vacant and being fulfilled on an interim basis by individuals appointed by the County Board; and

WHEREAS, Minnesota Statutes § 375A.1205, Subdivision 1, allows the County Board to make these offices appointed upon the occurrence of a vacancy; and

WHEREAS, the County Board believes that transitioning these positions to appointed roles will promote efficiency, enhance administrative oversight, and improve continuity in service delivery;

NOW, THEREFORE, BE IT RESOLVED:

1. The Board hereby declares its intent to make the positions of County Auditor / Treasurer, and County Recorder appointed rather than elected pursuant to Minnesota Statutes § 375A.1205.
2. This resolution shall be published in the official newspaper of Houston County, and a 30-day period shall be provided for the public to submit a valid petition requesting a referendum on this change.
3. If no valid petition is filed within 30 days after adoption of this resolution, this resolution shall become effective, and the County Board shall appoint individuals to these positions pursuant to Minnesota law.

Adopted this 2nd day of September, 2025

HOUSTON COUNTY COMMISSIONERS

Eric Johnson
Board Chair

ATTEST

Carol Lapham
Interim County Administrator

**HOUSTON COUNTY
AGENDA REQUEST FORM
September 2, 2025**

Date Submitted: 8/26/2025

By: Root River SWCD

Item requested for agenda or consent agenda (please specify):

Resolution for Adoption - Aquatic Invasive Species Prevention Aid

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

Please turn in to Board Clerk Wagner by noon the Thursday before each meeting via the BOC email.
Thank you.

RESOLUTION NO. 25-30

AQUATIC INVASIVE SPECIES PREVENTION AID

September 2, 2025

WHEREAS, 2014 Session Law Chapter 308 enacted by the Legislature provides Minnesota counties a County Program Aid grant for Aquatic Invasive Species (AIS) prevention. The amount designated for each county is based on the number of watercraft trailer launches as well as the number of watercraft trailer parking spaces within each county. Houston County was allocated \$22,463 for 2026 and years following (5 watercraft trailer launches and 50 watercraft trailer parking spaces), and

WHEREAS, the legislation requires that Houston County must establish, by resolution or through adoption of a plan, guidelines for the use of the proceeds which are to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the county, and

WHEREAS, the county may appropriate the proceeds directly or may use any portion of the proceeds to provide funding to a soil and water conservation district in the county, for a joint powers board or cooperative agreement with another political subdivision, a watershed district in the county, or a lake association located in the county. Any money appropriated by the county to a different entity or political subdivision must be used as required under this section, and

WHEREAS, the county must submit a copy of its guidelines for use of the proceeds to the Department of Natural Resources by December 31 of the year the payments are received, and

WHEREAS, maintaining an ongoing effort to inform the public of resource needs, resource impairments and resource protection matters has been identified as the most important tool in addressing water resource concerns in the Root River Comprehensive Watershed Management Plan and the Mississippi River Winona/La Crescent (WinLaC) Comprehensive Watershed Management Plan for Houston County, the fight against Aquatic Invasive Species is included in this educational effort and will continue to be a cornerstone for Houston County.

NOW THEREFORE, BE IT RESOLVED the Board of Commissioners of Houston County, Minnesota designate oversight of Houston County's AIS prevention efforts to the Root River Soil and Water Conservation District and delegates to them the responsibility to prepare, implement and report annually a plan to allocate the funding in accordance with the above legislation.

*****CERTIFICATION*****

STATE OF MINNESOTA, COUNTY OF HOUSTON

I, Polly Heberlein, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated September 2, 2025.

WITNESS my hand and the seal of my office this 2nd day of September 2025.

Polly Heberlein, County Auditor

Houston County Agenda Request Form

Date Submitted: August 22, 2025 Board Date: September 2, 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. The FAA portion of this grant was approved on August 19, 2025 for \$38,496. This is the State Companion grant to cover 2.5% of the funding in the amount of \$1,013.50. The County portion will end up being \$1,013.50. Mn Dot Contract # 1061019 and FAA Project # 3-27-0016-016-2025

Attachments/Documentation for the Board's Review:

MN Dot Companion Grant Agreement

Justification:

Action Requested:

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

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

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

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and **The County of Houston, 304 S. Marshall St #112 Caledonia, MN 55921** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project **A2801-40** ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this Agreement.

AGREEMENT TERMS

1. **Term of Agreement, Survival of Terms, Project Plans, and Incorporation of Exhibits**
 - 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until it is fully executed and Grantee has been notified by the State to begin the work.
 - 1.2 **Expiration Date.** This Agreement will expire on **December 31, 2029**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
 - 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Airport Operations, Maintenance and Conveyance; Transfer of Interest; Indemnification; State Audits; Government Data Practices and Intellectual Property; Workers Compensation; Publicity and Endorsement; Governing Law, Jurisdiction and Venue; and Data Disclosure.
 - 1.4 **Project Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
 - 1.5 **Exhibits.** Exhibit(s) **A** through **B** are attached and incorporated into this Agreement
2. **Grantee's Duties**
 - 2.1 **Project Completion and Changes.** Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project. Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project. Any changes to the plans or specifications of the Project after the effective date of this Agreement will be valid only if made by written amendment signed by the same parties who executed the original agreement, or their successors in office.
 - 2.2 **Registered Engineer Designation.** If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, Grantee elects not to have such services performed by a registered engineer, then Grantee will designate another responsible person to oversee such work.
 - 2.3 **Policy Compliance.** Grantee will comply with all the required grants management policies and procedures of [Minn.Stat.§16B.97](#), Subd. 4(a)(1).

- 2.4 Asset Monitoring.** If Grantee uses funds obtained through this Agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this Agreement without prior written consent of the State and an amendment to this Agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 2.5 Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes §360.305, subd. 4(d)(1), Grantee must operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only.
- 2.6 Transfer of Interest.** Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the Airport or in any real or personal property purchased or improved under this Agreement. If the State approves such a transfer or change in use, the State may impose, at its sole discretion, conditions and/or restrictions on such transfer, with which Grantee must comply.
- 3. Time.** Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.
- 4. Cost Participation and Payment**
- 4.1 Cost Participation.** Costs for the Project will be proportionate and allocated accordingly between the federal government, the State, and Grantee as described in Exhibit B.
- 4.1.1 Federal Funding.** The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the federal government. Federal funds for the Project will be received and disbursed by the State.
- 4.1.1.1 Requests for Additional Federal Reimbursement.** If Grantee intends to request additional federal reimbursement for Project costs, it must make all reasonable efforts to do so, and notify the State of the same, no later than thirty (30) days prior to the expiration of this Agreement. If federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the total state funds granted under this Agreement. Any further state match funding provided as part of this Agreement will be based on the State's current rate letter available at:
<https://www.dot.state.mn.us/aero/airportdevelopment/fundingandgrants.html>.
- 4.2 Sufficiency of Funds.** Pursuant to Minnesota Rule 8800.2500, Grantee certifies that: (1) it presently has sufficient unencumbered funds available to pay for its share of the Project; (2) it has the legal authority to engage in the Project as proposed; and (3) the Project will be completed without undue delay.
- 4.3 Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed **\$1,013.50**.
- 4.4 Payment**
- 4.4.1 Invoices.** Grantee will submit invoices for payment by credit application via email. The form Grantee will use to submit invoices can be found on the Airport development forms website:
<https://www.dot.state.mn.us/aero/airportdevelopment/forms.html>. The State's Authorized Representative, as named in this Agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Upon completion of the services.
- 4.4.2 All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.
- 4.4.3 Expiration of Reimbursement.** Grantee must submit all final invoices for reimbursement no later than ninety (90) calendar days after the expiration date of this Agreement. Any invoices received after this 90-day period will not be eligible for payment.

- 4.4.4 State's Payment Requirements.** The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the State receives the corrected invoice, the State will pay Grantee within thirty (30) days of receipt of such invoice.
- 4.4.5 Grantee Payment Requirements.** Grantee must pay all Project contractors promptly. Grantee will make undisputed payments no later than thirty (30) days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten (10) days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within thirty (30) days of receipt of such invoice.
- 4.4.6 Grant Monitoring Visit and Financial Reconciliation.** If the State's total obligation is greater than \$50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than \$250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures.
- 4.4.6.1** The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which state employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.
- 4.4.6.2** Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State.
- 4.4.6.3** At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.4.7 Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.4.8 Closeout Deliverables.** At the close of the Project, Grantee must provide the following deliverables to the State before the final payment will be released by the State:
- 4.4.8.1** Electronic files of construction plans as both PDF and MicroStation compatible formats.
- 4.4.8.2** Electronic files of as-builts as both PDF and MicroStation compatible formats.
- 4.4.8.3** Electronic files of planning documents, including without limitation, airport layout plans and airport zoning plans, as PDF, MicroStation and GIS compatible formats.
- 4.5 Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to the State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to the State all contracts and subcontracts between Grantee and third parties to be funded by this Agreement. The State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. The State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten (10) business days.
- 5. Conditions of Payment.** All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. No more than 95% of the amount due to Grantee under this Agreement will be paid by the State until it determines that Grantee has complied with all terms and conditions of this Agreement and has furnished all necessary records. In the event the Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics, Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction. .

- 6. Authorized Representatives**
- 6.1 The State's Authorized Representative is:
Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or
Brian Conklin, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658, or their successor.
 State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 6.2 Grantee's Authorized Representative is:
Brian K. Pogodzinski, P.E., County Engineer
 Phone (507) 725-3925, brian.pogodzinski@co.houston.mn.us
 County of Houston
 304 S. Marshall St. #112
 Caledonia, MN 55921
 or their successor. If Grantee's Authorized Representative changes at any time during the term of this agreement, Grantee must immediately notify the State.
- 7. Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification**
- 7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.2.1 **FAA Letter Amendments.** Notwithstanding the foregoing, if the Federal Aviation Administration ("FAA") issues a Letter Amendment for this Agreement that results in an increase in the federal share of grant funds indicated in clause 4.1 herein, MnDOT's receipt of such Letter Amendment has the effect of automatically amending the total amount and respective shares granted under this Agreement without the requirement of a written amendment.
- 7.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.
- 8. Liability and Indemnification.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of others, or the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of, Grantee's contractors, consultants, agents or other third parties under the direct control of Grantee.
- 9. State Audits.** Under Minn. Stat. § 16B.98 Subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this Agreement, or transactions resulting from this Agreement, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from: (1) the expiration or termination of this Agreement, (2) the receipt and approval of all final reports, or (3) the period of time required to satisfy all state and program retention requirements (available at:

https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=10358099), whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10. Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and the State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.

10.2 Intellectual Property Rights.

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

10.2.2 Obligations

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

10.2.2.2 Representation. Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Other indemnification obligations of this Agreement notwithstanding, Grantee will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State from any action or claim brought against the State to the extent such action is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorneys' fees. If such a claim or action arises, or in either party's opinion is likely to arise, Grantee, at the State's discretion, must either: (1) procure for the State the right or license to use the intellectual property rights at issue, or (2) replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11. Workers' Compensation. Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#) subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees.

Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement

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

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

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

14. Termination; Suspension

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

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

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

14.3.1 It does not obtain funding from the Minnesota Legislature; or

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

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

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

16. **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or

material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Grantee agrees that:
- 17.1 In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Grantee, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
 - 17.2 No Grantee, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color;
 - 17.3 A violation of this Section is a misdemeanor; and
 - 17.4 This Agreement may be canceled or terminated by the State, or any county, city, town, township, school, school district or any other person authorized to enter into agreements for employment, and all money due, or to become due under said agreements, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
18. **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
19. **Telecommunications Certification.** By signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Grantee will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.
20. **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of Grantee's compliance with this provision. Grantee must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.
21. **Additional Provisions**
[Intentionally left blank.]

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

MnDOT ENCUMBRANCE VERIFICATION

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

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

**COMMISSIONER OF TRANSPORTATION
as delegated**

By: _____

Date: _____

GRANTEE

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

By: _____

Title: Houston County Board Chair

Date: _____

By: _____

Title: Houston County Interim Administrator

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

EXHIBIT "A"



**HOUSTON COUNTY
DEPARTMENT OF TRANSPORTATION**

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

Brian K. Pogodzinski, Houston County Engineer

May 27, 2025

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

RE: Grant Application
Houston County Airport (CHU)
Runway 13/31 Pavement Maintenance **(AIP Funded)**

Dear Mr. Bourassa:

Please find enclosed the bid abstract, pre-construction photos, FAA cost-price analysis, FAA Form SF-424, FAA Forms 5100-100, 129-135, and plans and specifications for the aforementioned project at the Houston County Airport in Caledonia, Minnesota.

The aforementioned project involves completing crack repair on Runway 13/31.

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

AIP - RUNWAY 13/31 CRACK REPAIR				
CONSTRUCTION	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
RUNWAY 13/31 CRACK REPAIR - FAHRNER ASPHALT	\$40,523.09	\$38,496.94	\$1,013.08	\$1,013.08
TOTAL CONSTRUCTION:	\$40,523.09	\$38,496.94	\$1,013.08	\$1,013.08
	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
TOTAL PROJECT:	\$40,523.09	\$38,496.94	\$1,013.08	\$1,013.08

Houston County requests a **Federal AIP** grant agreement in the amount of **\$ 38,496.00** for the aforementioned project. If you need any further information or documentation, please feel welcome to contact me at brian.pogodzinski@co.houston.mn.us or 507-725-3925.

Sincerely,

Brian Pogodzinski, P.E.
County Engineer

cc: Lindsay Terry, FAA DMA-ADO
Kyle Sebesta, FAA DMA-ADO

Brian Conklin, MnDOT
Silas Parmar, Bolton & Menk, Inc.

Enclosures:

- Bid Abstract
- Pre-Construction Photos
- FAA Cost-Price Analysis
- FAA Forms 5100-100, 129-135
- FAA Form SF-424
- Plans and Specifications

**RESOLUTION
2025-25**

**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. 1061019,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A2801-40 at the Houston County Airport is accepted.
2. That the Houston County Board Chair and Interim Administrator are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
County of Houston.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF Houston

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the
County of Houston

(Name of the Recipient)

at an authorized meeting held on the 2nd day of September, 2025

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

Houston County Agenda Request Form

Date Submitted: August 22, 2025 Board Date: September 2, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To accept and approve the State Companion grant agreement, contract #1061018 in the amount of \$29,150.79 to match the FAA Airport Infrastructure Grant (AIP) funding of \$1,166,031.58 that was approved on 8/19/2025. This is 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. This is the matching grant to the AIP funds.

Action Requested:

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

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

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

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and **The County of Houston, 304 S. Marshall St #112 Caledonia, MN 55921** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project **A2801-38** ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this Agreement.

AGREEMENT TERMS

1. **Term of Agreement, Survival of Terms, Project Plans, and Incorporation of Exhibits**
 - 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until it is fully executed and Grantee has been notified by the State to begin the work.
 - 1.2 **Expiration Date.** This Agreement will expire on **December 31, 2029**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
 - 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Airport Operations, Maintenance and Conveyance; Transfer of Interest; Indemnification; State Audits; Government Data Practices and Intellectual Property; Workers Compensation; Publicity and Endorsement; Governing Law, Jurisdiction and Venue; and Data Disclosure.
 - 1.4 **Project Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
 - 1.5 **Exhibits.** Exhibit(s) **A** through **B** are attached and incorporated into this Agreement
2. **Grantee's Duties**
 - 2.1 **Project Completion and Changes.** Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project. Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project. Any changes to the plans or specifications of the Project after the effective date of this Agreement will be valid only if made by written amendment signed by the same parties who executed the original agreement, or their successors in office.
 - 2.2 **Registered Engineer Designation.** If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, Grantee elects not to have such services performed by a registered engineer, then Grantee will designate another responsible person to oversee such work.
 - 2.3 **Policy Compliance.** Grantee will comply with all the required grants management policies and procedures of [Minn.Stat.§16B.97](#), Subd. 4(a)(1).

- 2.4 Asset Monitoring.** If Grantee uses funds obtained through this Agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this Agreement without prior written consent of the State and an amendment to this Agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 2.5 Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes §360.305, subd. 4(d)(1), Grantee must operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only.
- 2.6 Transfer of Interest.** Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the Airport or in any real or personal property purchased or improved under this Agreement. If the State approves such a transfer or change in use, the State may impose, at its sole discretion, conditions and/or restrictions on such transfer, with which Grantee must comply.
- 3. Time.** Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.
- 4. Cost Participation and Payment**
- 4.1 Cost Participation.** Costs for the Project will be proportionate and allocated accordingly between the federal government, the State, and Grantee as described in Exhibit B.
- 4.1.1 Federal Funding.** The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the federal government. Federal funds for the Project will be received and disbursed by the State.
- 4.1.1.1 Requests for Additional Federal Reimbursement.** If Grantee intends to request additional federal reimbursement for Project costs, it must make all reasonable efforts to do so, and notify the State of the same, no later than thirty (30) days prior to the expiration of this Agreement. If federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the total state funds granted under this Agreement. Any further state match funding provided as part of this Agreement will be based on the State's current rate letter available at:
<https://www.dot.state.mn.us/aero/airportdevelopment/fundingandgrants.html>.
- 4.2 Sufficiency of Funds.** Pursuant to Minnesota Rule 8800.2500, Grantee certifies that: (1) it presently has sufficient unencumbered funds available to pay for its share of the Project; (2) it has the legal authority to engage in the Project as proposed; and (3) the Project will be completed without undue delay.
- 4.3 Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed **\$29,150.79**.
- 4.4 Payment**
- 4.4.1 Invoices.** Grantee will submit invoices for payment by credit application via email. The form Grantee will use to submit invoices can be found on the Airport development forms website:
<https://www.dot.state.mn.us/aero/airportdevelopment/forms.html>. The State's Authorized Representative, as named in this Agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Upon completion of the services.
- 4.4.2 All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.
- 4.4.3 Expiration of Reimbursement.** Grantee must submit all final invoices for reimbursement no later than ninety (90) calendar days after the expiration date of this Agreement. Any invoices received after this 90-day period will not be eligible for payment.

- 4.4.4 **State's Payment Requirements.** The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the State receives the corrected invoice, the State will pay Grantee within thirty (30) days of receipt of such invoice.
- 4.4.5 **Grantee Payment Requirements.** Grantee must pay all Project contractors promptly. Grantee will make undisputed payments no later than thirty (30) days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten (10) days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within thirty (30) days of receipt of such invoice.
- 4.4.6 **Grant Monitoring Visit and Financial Reconciliation.** If the State's total obligation is greater than \$50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than \$250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures.
- 4.4.6.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which state employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.
- 4.4.6.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State.
- 4.4.6.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.4.7 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.4.8 **Closeout Deliverables.** At the close of the Project, Grantee must provide the following deliverables to the State before the final payment will be released by the State:
- 4.4.8.1 Electronic files of construction plans as both PDF and MicroStation compatible formats.
- 4.4.8.2 Electronic files of as-builts as both PDF and MicroStation compatible formats.
- 4.4.8.3 Electronic files of planning documents, including without limitation, airport layout plans and airport zoning plans, as PDF, MicroStation and GIS compatible formats.
- 4.5 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to the State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to the State all contracts and subcontracts between Grantee and third parties to be funded by this Agreement. The State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. The State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten (10) business days.
5. **Conditions of Payment.** All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. No more than 95% of the amount due to Grantee under this Agreement will be paid by the State until it determines that Grantee has complied with all terms and conditions of this Agreement and has furnished all necessary records. In the event the Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics, Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction. .

6. Authorized Representatives

6.1 The State's Authorized Representative is:

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

6.2 Grantee's Authorized Representative is:

Brian K. Pogodzinski, P.E., County Engineer

Phone (507) 725-3925, brian.pogodzinski@co.houston.mn.us

County of Houston

304 S. Marshall St. #112

Caledonia, MN 55921

or their successor. If Grantee's Authorized Representative changes at any time during the term of this agreement, Grantee must immediately notify the State.

7. Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification

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

7.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.2.1 **FAA Letter Amendments.** Notwithstanding the foregoing, if the Federal Aviation Administration ("FAA") issues a Letter Amendment for this Agreement that results in an increase in the federal share of grant funds indicated in clause 4.1 herein, MnDOT's receipt of such Letter Amendment has the effect of automatically amending the total amount and respective shares granted under this Agreement without the requirement of a written amendment.

7.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

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

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

8. **Liability and Indemnification.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of others, or the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of, Grantee's contractors, consultants, agents or other third parties under the direct control of Grantee.

9. **State Audits.** Under Minn. Stat. § 16B.98 Subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this Agreement, or transactions resulting from this Agreement, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from: (1) the expiration or termination of this Agreement, (2) the receipt and approval of all final reports, or (3) the period of time required to satisfy all state and program retention requirements (available at:

https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=10358099), whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10. Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and the State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.

10.2 Intellectual Property Rights.

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

10.2.2 Obligations

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

10.2.2.2 Representation. Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Other indemnification obligations of this Agreement notwithstanding, Grantee will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State from any action or claim brought against the State to the extent such action is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorneys' fees. If such a claim or action arises, or in either party's opinion is likely to arise, Grantee, at the State's discretion, must either: (1) procure for the State the right or license to use the intellectual property rights at issue, or (2) replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11. Workers' Compensation. Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#) subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees.

Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement

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

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

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

14. Termination; Suspension

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

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

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

14.3.1 It does not obtain funding from the Minnesota Legislature; or

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

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

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

16. **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or

material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Grantee agrees that:
- 17.1 In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Grantee, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
 - 17.2 No Grantee, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color;
 - 17.3 A violation of this Section is a misdemeanor; and
 - 17.4 This Agreement may be canceled or terminated by the State, or any county, city, town, township, school, school district or any other person authorized to enter into agreements for employment, and all money due, or to become due under said agreements, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
18. **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
19. **Telecommunications Certification.** By signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Grantee will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.
20. **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of Grantee's compliance with this provision. Grantee must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.
21. **Additional Provisions**
[Intentionally left blank.]

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

MnDOT ENCUMBRANCE VERIFICATION

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

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

**COMMISSIONER OF TRANSPORTATION
as delegated**

By: _____

Date: _____

GRANTEE

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

By: _____

Title: Houston County Board Chair

Date: _____

By: _____

Title: Houston County Interim Administrator

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

EXHIBIT "A"



HOUSTON COUNTY
DEPARTMENT OF TRANSPORTATION

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

Brian K. Pogodzinski, Houston County Engineer

May 27, 2025

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

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

Dear Mr. Bourassa:

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

The aforementioned projects involve design and construction of an 8 Unit T-Hangar. **8,673.49-SF of the T-Hangar project will be funded with AIP funds.** The remaining 3,476.51-SF will be funded with AIG funds under a separate grant application.

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

8 UNIT T-HANGAR COST BREAKDOWN				
PROFESSIONAL SERVICES	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
DESIGN ENGINEERING - BMI	\$60,000.00	\$57,000.00	\$1,500.00	\$1,500.00
CONSTRUCTION ENGINEERING - BMI	\$75,000.00	\$71,250.00	\$1,875.00	\$1,875.00
TOTAL ENGINEERING:	\$135,000.00	\$128,250.00	\$3,375.00	\$3,375.00
CONSTRUCTION	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
OLYMPIC BUILDERS G.C.	\$1,497,400.00	\$1,422,530.00	\$37,435.00	\$37,435.00
TOTAL CONSTRUCTION:	\$1,497,400.00	\$1,422,530.00	\$37,435.00	\$37,435.00
ADMINISTRATION	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
HOUSTON COUNTY	\$1,000.00	\$950.00	\$25.00	\$25.00
TOTAL CITY ADMINISTRATION:	\$1,000.00	\$950.00	\$25.00	\$25.00
	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
TOTAL PROJECT:	\$1,633,400.00	\$1,551,730.00	\$40,835.00	\$40,835.00

	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
AIG FUNDING SHARE	\$467,368.42	\$444,000.00	\$11,684.21	\$11,684.21
AIP FUNDING SHARE	\$1,166,031.58	\$1,107,730.00	\$29,150.79	\$29,150.79
HANGAR AIG FUNDING PARTICIPATION RATE				
	28.613225%	3,476.51	SF	
HANGAR AIP FUNDING PARTICIPATION RATE				
	71.386775%	8,673.49	SF	

AIP - 8 UNIT T-HANGAR				
PROFESSIONAL SERVICES	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
DESIGN ENGINEERING - BMI	\$42,832.06	\$40,690.46	\$1,070.80	\$1,070.80
CONSTRUCTION ENGINEERING - BMI	\$53,540.08	\$50,863.08	\$1,338.50	\$1,338.50
TOTAL ENGINEERING:	\$96,372.15	\$91,553.54	\$2,409.30	\$2,409.30
CONSTRUCTION	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
OLYMPIC BUILDERS G.C.	\$1,068,945.57	\$1,015,498.29	\$26,723.64	\$26,723.64
TOTAL CONSTRUCTION:	\$1,068,945.57	\$1,015,498.29	\$26,723.64	\$26,723.64
ADMINISTRATION	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
HOUSTON COUNTY	\$713.87	\$678.17	\$17.85	\$17.85
TOTAL CITY ADMINISTRATION:	\$713.87	\$678.17	\$17.85	\$17.85
	TOTAL	FAA (95%)	STATE (2.5%)	LOCAL (2.5%)
TOTAL PROJECT:	\$1,166,031.58	\$1,107,730.00	\$29,150.79	\$29,150.79

Houston County requests a **Federal AIP** grant agreement in the amount of **\$ 1,107,730.00** for the aforementioned project. If you need any further information or documentation, please feel welcome to contact me at brian.pogodzinski@co.houston.mn.us or 507-725-3925.

Sincerely,



Brian Pogodzinski, P.E.
County Engineer

cc: Lindsay Terry, FAA DMA-ADO
Kyle Sebesta, FAA DMA-ADO
Brian Conklin, MnDOT
Silas Parmar, Bolton & Menk, Inc.

Enclosures:

- Bid Abstract
- Pre-Construction Photos
- Signed Professional Service Agreements
- FAA Cost-Price Analysis
- FAA Form 5100-100
- FAA Form SF-424

- Plans and Specifications

EXHIBIT "B"

Airport: HOUSTON COUNTY AIRPORT
Airport Sponsor: HOUSTON COUNTY, MN
Ident: CHU
UEI: XEMLXNIMPRD93
State Project No.:
Federal Project No.: AIP 3-27-0016-014-2025
Agreement No.:
Project Description: 8 Unit T Hangar Project
Date: 8/7/2025

Construction	Description	Total	Funding Rates			Local
			Federal	State	State	
	8 UNIT T-HANGAR - OLYMPIC BUILDERS	\$ 1,068,945.57	95.00%	2.50%	\$ -	\$ -
	CONSTRUCTION SUBTOTAL	\$ 1,068,945.57	95.00%	2.50%	\$ 26,723.64	\$ 26,723.64
Engineering	Description	Total	Federal	State	State	Local
	DESIGN ENGINEERING - BOLTON & MENK, INC.	42,832.06	95.00%	2.50%	1,070.80	1,070.80
	CONSTRUCTION ENGINEERING - BOLTON & MENK, INC.	53,540.08	95.00%	2.50%	1,338.50	1,338.50
	ENGINEERING SUBTOTAL	\$ 96,372.15	95.00%	2.50%	\$ -	\$ 2,409.30
Administration	Description	Total	Federal	State	State	Local
	COUNTY ADMINISTRATION	713.87	95.00%	2.50%	17.85	17.85
	ADMINISTRATION SUBTOTAL	713.87	95.00%	2.50%	\$ -	\$ 17.85
	Total (before adjustments)	\$ 1,166,031.58			\$ 29,150.79	\$ 29,150.79
	Adjustments to round Fed amount				\$ 29,150.79	\$ 29,150.79
	Grant Amounts	\$ 1,166,031.58	95.00%		\$ 29,150.79	\$ 29,150.79
	Overall Share Percentages				2.50%	2.50%

**RESOLUTION
2025-27**

**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. 1061018,

"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A2801-38 at the Houston County Airport is accepted.

2. That the Houston County Board Chair and Interim County Administrator are
(Title) (Title)

authorized to execute this Agreement and any amendments on behalf of the

County of Houston.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF Houston

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the
County of Houston

(Name of the Recipient)

at an authorized meeting held on the 2nd day of September, 2025

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

Houston County Agenda Request Form

Date Submitted: August 26, 2025

Board Date: September 2, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Project # CP 2025-04 with Fahrner Asphalt Sealers, LLC, for Airport Crack Filling is complete and ready for final payment.

Attachments/Documentation for the Board's Review:

Final Contract Voucher (4 need to be signed)
(1-County Claim, 1 Contractor, 1-Auditor's office, and 1-Highway Dept)

Justification:

Action Requested:

Resolution for Final Acceptance needed for contract.

Language for Minutes:

Commissioner _____ moved, Commissioner _____ seconded, unanimously carried to approve Resolution 25-28 Final Acceptance for CP 2025-04, Contract #077 with Fahrner Asphalt Sealers, LLC, Inc for Crack Fill repair. Total cost was \$114,300.45.

WHEREAS, Contract for the Contract No. 077 has in all things been completed, and the County Board being fully advised in the premises; and

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners accepts said completed project for and on behalf of the Houston County and authorize final payment as specified herein.

For County Use Only

Reviewed by:

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

Recommendation:

Decision:

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

Houston County Highway Department

1124 E Washington St, Caledonia, MN 55921

CP 2025-04 Crackfill

Final Payment No. 2

Contractor: Fahmer Asphalt Sealers, LLC - Eau Claire 6615 US Hwy 12 W Eau Claire

Contract No. Vendor Number: Up To Date: Warrant # _____	077 CP 2025-04 Crackfill 5820 8/8/2025 Date _____
---	--

Contract Amount	
Original Contract	\$118,250.00
Contract Changes	\$0.00
Revised Contract	\$118,250.00

Funds Encumbered	
Original	\$118,250.00
Additional	N/A
Total	\$118,250.00

Work Certified To Date	
Base Bid Items	\$114,300.45
Contract Changes	\$
Material On Hand	\$0.00
Total	\$114,300.45

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$114,300.45	\$0.00	\$108,585.43	\$5,715.02	\$114,300.45
Percent: Retained: 0%			Percent Complete: 96.66%		
Amount Paid This Final Payment				\$5,715.02	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

Approved By Fahmer Asphalt Sealers, LLC - Eau Claire





County Engineer

Contractor

Date 8/26/2025

Date 8-25-25

Certificate of Final Contract Acceptance
Final Voucher Number: number

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 8/26/2025 Signature [Signature] County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$114,300.45 and agrees to the amount of \$5,715.02 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Fahrner Asphalt Sealers, LLC - Eau Claire By [Signature]
Signature

And _____ And _____ State of WI,
Signature Signature

On This 25 Day August, 2025, Before me appeared Jeff Sheehan To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as
_____ free to act and deed
his/her

(Corporate Acknowledgment)

Jeff Sheehan And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the Vice President and _____ of the

Fahrner Asphalt Sealers LLC

Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

Officer and said Jeff Sheehan and _____

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial My Commission as Notary Public in Eau Claire County

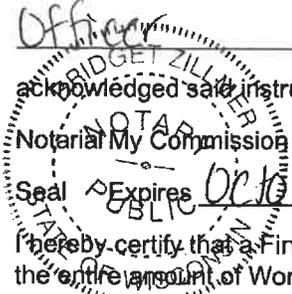
Seal Expires October 11, 2028 Signature [Signature]

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

NO SEAL
ADOPTED



**Houston County Highway Department
Certificate of Final Acceptance
Board Acknowledgment**

Contract Number: 077 CP 2025-04 Crackfill
Contractor: Fahrner Asphalt Sealers, LLC - Eau Claire
Date Certified: 8/8/2025
Payment Number: 2

WHEREAS; Contract No.077 CP 2025-04 Crackfill has in all things been completed, and the County Board being fully advised in the premises,

NOW THEN BE IT RESOLVED; That we do hereby accept said completed project for and in behalf of the County of Houston and the Houston County Highway Department and authorize final payment as specified herein.

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Carol Lapham, Houston County Interim Administrator, within and for said county do hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated September 2, 2025 as shown in the minutes of the meeting in my possession.

Dated this _____ day of _____, 20__

At Caledonia, Minnesota

Signed By _____

(SEAL)

Houston County Highway Department
 1124 E Washington St, Caledonia, MN 55921
 CP 2025-04 Crackfill
 Final Payment No. 2

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	8/1/2025	\$114,300.45	\$5,715.02	\$108,585.43
2	8/8/2025	\$0.00	(\$5,715.02)	\$5,715.02

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CP 2025-04 Crackfilling		\$114,300.45	\$0.00	\$108,585.43	\$5,715.02	\$114,300.45

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
CP 2025-04	County Levy	\$5,715.02	\$118,250.00	\$118,250.00	\$114,300.45

Contract Item Status									
Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date	
Base Bid	1	2331.608 ROUT & SEAL BITUMINOUS PAVEMENT CRACKS (POUND)	4.730	25,000.00	0.00	\$0.00	24,165.00	\$114,300.45	
Base Bid Totals:						\$0.00		\$114,300.45	

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
CP 2025-04	CP 2025-04	\$0.00	\$114,300.45

Contract Change Item Status										
Project	CC	CC#	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
								\$		\$
Contract Change Totals:										

Contract Total	\$114,300.45
-----------------------	---------------------

Contract Change Totals			
Number	Description	Amount This Request	Amount To Date

Houston County Highway Department
 1124 E Washington St, Caledonia, MN 55921
 CP 2025-04 Crackfill
 Final Payment No. 2

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Item Status by Funding Breakdown								
Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CP 2025-04 Crackfilling	1	2331.608 ROUT & SEAL BITUMINOUS PAVEMENT CRACKS (POUND)	4.730	25,000.00	0.00	\$0.00	24,165.00	\$114,300.45
Totals:						\$0.00		\$114,300.45



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-079-175-648
Submitted Date and Time:	8-Aug-2025 8:44:55 AM
Legal Name:	FAHRNER ASPHALT SEALERS LLC
Federal Employer ID:	11-3804531
User Who Submitted:	8753003
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1781760
Minnesota ID:	8753003
Project Owner:	HOUSTON COUNTY HWY DEPARTMENT
Project Number:	CP 2025-04 CRACKFILL
Project Begin Date:	23-Jun-2025
Project End Date:	31-Jul-2025
Project Location:	HOUSTON COUNTY
Project Amount:	\$114,300.45
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

RESOLUTION NO. 25-28

**FINAL ACCEPTANCE FOR CP 2025-04
CRACK FILL
CONTRACT # 077**

FAHRNER ASPHALT SEALERS, LLC

SEPTEMBER 2, 2025

WHEREAS, Contract No. 077, CP 2025-04 Crackfill, has in all things been completed, and the County Board being fully advised in the premises,

NOW, THEN BE IT RESOLVED, That we do hereby accept said completed project for and in behalf of the County of Houston and authorize final payment as specified herein.

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

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Carol Lapham, Houton County Interim Administrator, within and for said county do hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated September 2, 2025. as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC
My Commission Expires: _____

Signed by _____
Interim Houston County Administrator

RESOLUTION NO. 25-28

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CONTRACT # 077**

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Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

Signed by _____

Interim Houston County Administrator

Houston County Agenda Request Form

Date Submitted: August 26, 2025

Board Date: September 2, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To review the City of La Crescent's permit application and to discuss permit conditions for the National Gravel Bike Race.

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

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

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

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 LACROSSE Address 315 MAIN ST
LACROSSE, MN 55947

Name of Party or Organization Sponsoring Event CITY OF LACROSSE
Name, Address, and Phone Number of Contact Person TYLER BENISH, PUB WORKS DIRECTOR, 315 MAIN ST (507) 885-4971

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 9-20-2005

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.

All Routes Map

Saturday • September 20, 2025

LEGEND:

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

REFERENCE MAP:



© 2025 • All Rights Reserved - All information is approximate & subject to change at any time.

Houston County Agenda Request Form

Date Submitted: August 26, 2025

Board Date: September 2, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To discuss the storm sewer under CSAH 18 in the City of Hokah.

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

For County Use Only

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

Recommendation:

Decision:

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

Houston County Agenda Request Form

Date Submitted: 8/28/2025

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

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

Issue:

Accept grant from Delta Dental in the amount of \$10,000.00 to support the Houston County Dental Access Program.

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

Accept Grant award as presented. Authorize DocuSign signature on grant agreement.

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

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.

**HOUSTON COUNTY
AGENDA REQUEST
September 2, 2025**

Date Submitted: August 28, 2025
By: Carol Lapham Administrator-Interim

ACTION ITEMS:

Approve the MCCC Amendment 9 contract extension to provide support for the Avenue property tax system for 2026.

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

TO: Avenu Tax and CAMA Counties
FROM: Lisa Meredith, MnCCC Executive Director
lisa@mnccc.gov, (651) 401-4201
DATE: August 11, 2025
SUBJECT: Avenu Tax and CAMA Support Contract Extensions

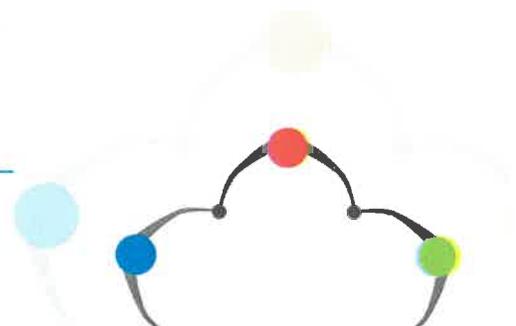
The Tax and CAMA User Groups, as well as the MnCCC Board, have met and approved the attached contract amendments to extend support for both Tax and CAMA through December 31, 2026. Board Ratifications are attached for each system, as well as the approved enhancement fund totals discussed below.

Please have Board Ratifications signed and returned to MnCCC **no later than Friday, September 12, 2025**. Signed board ratifications should be returned to both emily@mnccc.gov and lisa@mnccc.gov.

If you have any questions or need additional information, please contact me.

Thank you,
Lisa Meredith, MnCCC Executive Director

Attachments: Tax and CAMA Amendment 9 documents, Board Ratifications for both Tax and CAMA



RATIFICATION STATEMENT

Avenu Tax

The Board of Commissioners of _____ County has ratified the Property Tax System Maintenance and Support Agreement Amendment between Minnesota Counties Computer Cooperative (MnCCC) and Avenu providing an extension for support for Property Tax System (PTS) January 1, 2026, through December 31, 2026.

This Agreement will be effective January 1, 2026, through December 31, 2026. Ratification of this agreement commits this County to meet the agreed upon terms set by both the amendment and the user group regarding notification for early departure as well as early departure fees set and approved by the MnCCC Property Tax User Group.

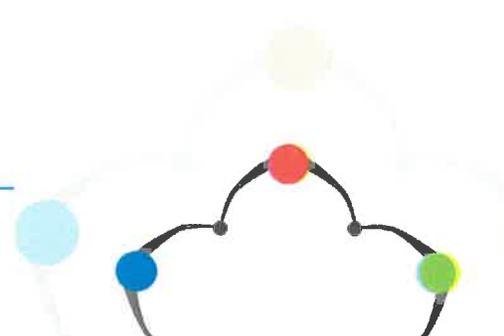
Signed _____
County Board Chair

Date _____

Attest _____

Title _____

Date _____



**Amendment No. 9 to
Maintenance and Support Agreement
Between
Minnesota Counties Computer Cooperative
and Avenu Insights & Analytics, LLC**

This Amendment No. 9 (this "Amendment") to the Maintenance and Support Agreement (the "Agreement") for Property Tax Software is entered into by and between the **Minnesota Counties Computer Cooperative** ("MCCC") and **Avenu Insights & Analytics, LLC** ("Avenu") (each, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, MCCC and Avenu are parties to the Agreement as amended by Amendment No. 8, which extended the term through December 31, 2025 and allowed for an additional one (1) year extension period through December 31, 2026;

WHEREAS, MCCC desires to exercise its option to extend the term of the Agreement for the additional one (1) year period through December 31, 2026;

WHEREAS, the Parties wish to amend the Minimum Participating Threshold (MPT) for the 2026 Calendar Term Year as set forth in Amendment No. 8.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Exercise of Optional One-Year Extension

Pursuant to Article 2 of the Agreement, as amended, the term of the Agreement is hereby extended for one (1) additional year beginning on **January 1, 2026** and ending on **December 31, 2026** (the "Extended Term").

2. Pricing for 2026

The pricing applicable during the Extended Term shall remain as stated in Table 1 of Exhibit B ("Applicable Charges") to Amendment No. 8, namely:

\$12,277.14 quarterly price per county.

3. Amendment to Minimum Participating Threshold (MPT) for 2026

Paragraph 4 of Amendment No. 8 is hereby amended to state:

"For the 2026 Calendar Term Year, the parties acknowledge and agree that three (3) Counties is the 'Minimum Participating Threshold' ('MPT'). If the total number of participating Counties falls below the MPT, the total price paid by MCCC shall remain equal to the MPT price."

4. Remaining Terms Unchanged

All other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Amendment No. 9 as of the dates set forth below.

Avenu Insights & Analytics, LLC

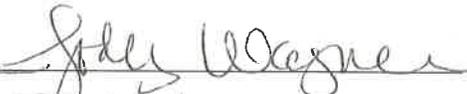
By:  Sabrina Stover

Name: Sabrina Stover

Title: CFO

Date: 7/31/2025

Minnesota Counties Computer Cooperative

By: 

Name: Jody Wagner

Title: MNCCC Board Chair

Date: 7/31/2025

Minnesota Counties Computer Cooperative

By: 

Name: Lisa C. Merced

Title: Executive Director

Date: 7/31/2025

Minnesota Counties Computer Cooperative

By: 

Name: Kevin Nordquist

Title: Avenu Tax/Cama Co-chair

Date: 7/31/2025

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Maintenance and Support Agreement
Between
Minnesota Counties Computer Cooperative
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2. Pricing for 2026

The pricing applicable during the Extended Term shall remain as stated in Table 1 of Exhibit B ("Applicable Charges") to Amendment No. 8, namely:

\$4,537.38 quarterly price per county.

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Paragraph 4 of Amendment No. 8 is hereby amended to state:

"For the 2026 Calendar Term Year, the parties acknowledge and agree that three (3) Counties is the 'Minimum Participating Threshold' ('MPT'). If the total number of participating Counties falls below the MPT, the total price paid by MCCC shall remain equal to the MPT price."

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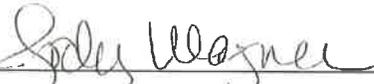
By:  _____

Name: Sabrina Stover _____

Title: CFO _____

Date: 7/31/2025 _____

Minnesota Counties Computer Cooperative

By:  _____

Name: Jody Wagner _____

Title: MNCC Board Chair _____

Date: 7/31/2025 _____

Minnesota Counties Computer Cooperative

By:  _____

Name: Lisa C. Merelitz _____

Title: Executive Director _____

Date: 7/31/2025 _____

Minnesota Counties Computer Cooperative

By: Kevin Nordquist _____

Name: Kevin Nordquist _____

Title: Avenu Tax/Cama Co-chair _____

Date: 7/31/2025 _____



Auditor Warrants 2025/08/27

From Lynn Colsch <LColsch@HoCoMN.gov>
Date Thu 8/28/2025 11:51 AM
To HoCo BOC <BOC@HoCoMN.gov>

**REVIEW LICENSE CENTER
PAYMENTS**

**2025/08/27 AUDITOR
WARRANTS:**

VENDOR NAME	AMOUNT
27 VENDORS PAID LESS THAN \$2000.00	4081.20
	<u>4081.20</u>

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



Outlook

Updated Commissioner Warrants 2025/09/02

From Lynn Colsch <LColsch@HoCoMN.gov>
 Date Thu 8/28/2025 1:50 PM
 To Carol Lapham <CLapham@HoCoMN.gov>
 Cc HoCo BOC <BOC@HoCoMN.gov>

**REQUEST APPROVAL FOR
 PAYMENT**
**2025/09/02 COMMISSIONER'S
 WARRANTS:**

VENDOR NAME	AMOUNT
BOND TRUST SERVICES CORPORATION	17,863.75
CUSTOM TRUCK ONE SOURCE LLC	3,499.20
DELTA DENTAL	7,103.92
DUNN BLACKTOP COMPANY	1,221,825.39
FAHRNER ASPHALT SEALERS LLC	5,715.02
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	26,605.00
LETG LLC	43,115.38
LIBERTY TIRE RECYCLING LLC	3,661.00
MEDICA	249,195.38
MILESTONE MATERIALS	8,600.73
MN LIFE INSURANCE COMPANY	2,498.04
ROAD MACHINERY & SUPPLIES CO	13,500.00
VERIZON WIRELESS	2,945.79
	<hr/>
	1,606,128.60
24 VENDORS PAID LESS THAN \$2000.00	13,949.09
	<hr/>
	1,620,077.69
PUBLIC HEALTH & HUMAN SERVICES	30,669.56
	<hr/>
	<u>1,650,747.25</u>

From: Carol Lapham <CLapham@HoCoMN.gov>
Sent: Thursday, August 28, 2025 1:25 PM
To: Lynn Colsch <LColsch@HoCoMN.gov>
Cc: HoCo BOC <BOC@HoCoMN.gov>
Subject: RE: Commissioner Warrants 2025/09/02

Carol Lapham
 County Administrator-Interim
 Houston County
 304 S Marshall ST
 Caledonia MN 55921

Please note that my e-mail has changed to
CLapham@hocomn.gov

507-725-5839 Phone
 507-725-8724 Fax

From: Lynn Colsch <LColsch@HoCoMN.gov>
Sent: Thursday, August 28, 2025 11:53 AM
To: HoCo BOC <BOC@HoCoMN.gov>
Cc: Carol Lapham <CLapham@HoCoMN.gov>; Eliana Babinski <EBabinski@HoCoMN.gov>; Susan Tostenson <STostenson@HoCoMN.gov>
Subject: Commissioner Warrants 2025/09/02

REQUEST APPROVAL FOR PAYMENT

Could we add a payment to BOND
 TRUST SERVICES for \$17,863.75,
 please?

2025/09/02 COMMISSIONER'S WARRANTS:

<u>VENDOR NAME</u>	<u>AMOUNT</u>
CUSTOM TRUCK ONE SOURCE LLC	3,499.20
DELTA DENTAL	7,103.92
DUNN BLACKTOP COMPANY	1,221,825.39
FAHRNER ASPHALT SEALERS LLC	5,715.02
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LETG LLC	43,115.38
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MEDICA	249,195.38
MILESTONE MATERIALS	8,600.73
MN LIFE INSURANCE COMPANY	2,498.04
ROAD MACHINERY & SUPPLIES CO	13,500.00
VERIZON WIRELESS	2,945.79
	<u>1,588,264.85</u>

24 VENDORS PAID LESS THAN
\$2000.00

13,949.09

1,602,213.94

PUBLIC HEALTH & HUMAN
SERVICES

30,669.56

1,632,883.50

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