

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: September 2, 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 Pugleasa, Environmental Services Director Amelia Meiners, Engineer Brian Pogodzinski, Public Health Educator Bri Ceaser, Public Health Supervisor Jordan Knoke, Community Health Worker Sue Felten, Social Worker Carolyn Olson, Human Resource Technician Ann Diersen, Interim Recorder Michelle Werner, Explore La Crosse Jeremiah Burish, La Crescent Mayor Mike Poellinger, La Crescent Public Works Director and Bob Burns

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

Prior to any motions being made Commissioner Johnson suggested that the public hearing regarding the possibility of making the positions of Auditor/Treasurer and Recorder be held, but that official action (Action Item No. 1) on the matter be tabled to give the public additional time to comment on the matter. Although it had been advertised, he wanted to make sure the public was aware of the potential change. The County could even hold a second public hearing on the matter if they wished. Commissioner Myhre asked that Consent Agenda Item No. 3 be moved to action items. Motion was made by Commissioner Schuldt, seconded by Commissioner Wright, motion unanimously carried to approve the agenda with the changes.

Prior to any motions being made Commissioner Schuldt said there was one change to the minutes. He had been the one who had abstained on approving the minutes the week before due to being absent from the August 19, 2025 meeting. The wrong Commissioner had been listed as abstaining in error. Motion was made by Commissioner Schuldt, seconded by Commissioner Wright, motion carried unanimously to approve the meeting minutes with the change.

Public Comment:

Caledonia Resident, Bob Burns, said he was not in favor of using rifles for deer hunting in Houston County. He said shotguns were more accurate than they had been. He said he did not see a need to use rifles.

APPOINTMENTS

Commissioner Wright moved, Commissioner Myhre seconded, motion unanimously carried to open a public hearing, pursuant to Minnesota Statutes § 375A.1205, Subdivision 1. The purpose of the hearing was to consider making the positions of Auditor/Treasurer and Recorder positions appointed.

No public comments were made on the matter.

Commissioner Myhre moved, Commissioner Wright seconded, motion unanimously carried to close the public hearing and return to regular session.

CONSENT AGENDA

Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to approve the consent agenda. The Commissioners thanked Carolyn Olson for her many years of service to Houston County. Approved items are below.

- 1) Change the employment status of Michelle Burt, Environmental Services Technical Clerk, from probationary to regular, effective September 17, 2025.
- 2) 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.
- 3) This item was moved to action items.

ACTION ITEMS

File No. 1 – This item (approving Resolution No. 25-29, TO MAKE THE POSITIONS OF AUDITOR, TREASURER, AND RECORDER APPOINTED PURSUANT TO MINNESOTA STATUTE § 375A.1205) was removed from action items and would be considered at a later time.

File No. 2 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve Resolution No. 25-30, Aquatic Invasive Species Prevention Aid. Resolution is below.

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.

File No. 3 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to accept the State Companion Grant, MN Agreement #1061019 for the Airport Crack Filling Grant and adopting Resolution No. 25-25. Resolution is below.

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 County Administrator
(Title) (Title)

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

County of Houston.

File No. 4 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to accept the State Companion Grant, MN Agreement #1061018 for the T-Hangar project in the amount of \$29,150.79 to match the FAA AIP grant (\$1,107,7630 was approved on 8/19/2025) and adopting Resolution No. 25-27 to approve signatures. Resolution is below.

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
(Title) (Title)

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

County of Houston.

File No. 5 – Commissioner Wright moved, Commissioner Zehnder seconded, motion unanimously carried to adopt Resolution No. 25-28 Final Acceptance for CP 2025-04 Crack Fill, Contract #077 with Fahrner Asphalt Sealers, LLC for crack filling. The total cost was \$114,300.45. Resolution is below.

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.

File No. 6 – Commissioners discussed with representatives from the City of La Crescent and Explore La Crosse the City of La Crescent’s permit application for the National Gravel Bike Race and considered permit conditions. La Crescent’s Mayor Mike Poellinger said letters would be sent to residents along the proposed bike route ahead of the race to let them know about the upcoming race. The bikers would need to follow traffic rules and stay on the correct side of the roads. The race would take place on September 20, 2025. Once the County Engineer received everything needed to approve the permit he would approve it.

File No. 7 – Commissioners discussed with County Engineer Pogodzinski, the Storm Sewer under CSAH 18 in the City of Hokah. Pogodzinski said there was a sinkhole that formed on the County road that had been caused by a corroded storm sewer pipe buried under the road. The sink hole needed to be repaired and would continue to be an issue until the pipe was fixed. The City of Hokah felt the issue was MnDOT’s responsibility, however MnDOT did not feel it was their issue. The corroded pipe was not the responsibility of the County to fix, however it was affecting the County road.

File No. 8 – Commissioner Myhre moved, Commissioner Wright seconded, motion unanimously carried to accept a grant from Delta Dental in the amount of \$10,000 and authorize signature to support the Houston County Dental Access Program.

File No. 9 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to accept the MCCC Amendment 9 contract extension to provide support for the Avenue property tax system for 2026.

File No. 10 – Commissioner Wright moved, Commissioner Schuldt seconded, motion unanimously carried to review and approve payments. Payments are below.

REVIEW LICENSE CENTER PAYMENTS

2025/08/27 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
27 VENDORS PAID LESS THAN \$2000.00	4081.20
	4081.20
	4081.20

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
	1,606,128.60
24 VENDORS PAID LESS THAN \$2000.00	13,949.09
	1,620,077.69
PUBLIC HEALTH & HUMAN SERVICES	30,669.56
	1,650,747.25

File No. 10 – The Commissioners discussed with Human Resource Officer Parker, Public Health Supervisor Knoke, and Public Health and Human Services Director Pugleasa, initiating a competitive search for a 1 FTE Public Health and Human Services Department Social Worker as a current social worker was retiring. The board suggested evaluating the position prior to posting a competitive search for a replacement. Knoke said the current number of cases social workers were working on per worker in Houston County was high compared to other counties of similar size. The Commissioners discussed putting into place a position justification system to evaluate County positions each time there was an open position. Commissioner Myhre moved, Commissioner Wright seconded, motion unanimously carried to table the matter for the time being so further research on the position could be done.

DISCUSSION ITEMS

The Commissioners discussed recent and upcoming meetings including a Personnel, Solid Waste, and District 9 meeting.

Closing Public Comment:

None.

There being no further business, a motion was made by Commissioner Schuldt, seconded by Commissioner Myhre, motion unanimously carried to adjourn the meeting at 11:02 a.m. The next meeting would be a workgroup session on September 9, 2025.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: September 9, 2025

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present:

Interim Auditor/Treasurer Polly Heberlein, Interim Administrator Carol Lapham, Board Clerk/EDA/CEDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, Human Resource Officer Brent Parker, Interim Attorney Suzanne Bublitz, Environmental Services Director Amelia Meiners, Surveyor Eric Schmitt, Engineer Brian Pogodzinski, Financial Assistance Supervisor Karen Kohlmeyer, Social Services Supervisor Bethany Moen, Fiscal Supervisor Heidi Harms, Interim Recorder Michelle Werner, Maintenance Forman Jordan Goeden, and Accountant Sheila Schroeder

Board Workgroup Session

The Commissioners discussed the proposed County Aerial Imagery Program – 2026 Flight Proposal with Surveyor Schmitt.

Commissioner Schuldt discussed looking into the County's phone system to make sure calls were answered and directed to the proper department.

The Commissioners discussed the 2026 budget with Interim Administrator/Finance Director Lapham.

Commissioners discussed 2026 proposed budgets with department staff including Environmental Services, Attorney's Office, Human Resources, Public Health and Human Services, Airport, and the Highway Department. The Commissioners discussed possible cuts with staff.

Commissioners discussed re-advertising to make sure the public was informed and holding another public hearing, pursuant to Minnesota Statutes § 375A.1205, Subdivision 1 for the purpose of making the positions of Auditor/Treasurer and Recorder positions appointed.

The workgroup session ended at 12:42 p.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

Houston County Agenda Request Form

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

Date Submitted: 9/11/25 for 9/16/25

Person requesting appointment with County Board: Amelia Meiners

Issue:

Appointment request - Closed session pursuant to Minn. Stat. 13D.05, Subd. 1(d) attorney-client privilege, to seek legal advice on an application regarding the approval or denial process of recommendations issued by the Planning Commission.

Justification:

Action Requested:

For County Use Only						
Reviewed by:	<input type="checkbox"/>	County Auditor	<input type="checkbox"/>	County Attorney	<input type="checkbox"/>	Zoning Administrator
	<input type="checkbox"/>	Finance Director	<input type="checkbox"/>	County Engineer	<input type="checkbox"/>	Environmental Services
	<input type="checkbox"/>	IS Director	<input type="checkbox"/>	Other (indicate dept)	<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

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

**HOUSTON COUNTY
AGENDA REQUEST FORM
September 16, 2025**

**Date Submitted: 09/11/2025
By: Brent Parker, Human Resources Officer**

ACTION

APPOINTMENT REQUEST

- **Consider Initiating a competitive search for a 1 FTE Public Health and Human Services Department Social Worker (C41)**

HR CONSENT AGENDA REQUEST

- **Change the classification status of Mark Bennett from Certified MN Assessor, B23 step 4, to Certified MN Assessor – Income Qualified, B24 step 4, retroactive to July 28, 2025.**

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



**Houston
County**
MINNESOTA

Human Resources

304 South Marshall Street - Room 206
Caledonia, Minnesota 55921
Phone: (507) 725-5822
Fax: (507) 725-5550

Justification to Fill Vacancy

Department: Public Health and Human Services

Position Title: Social Worker

Position Classification / Band: C41

Date Vacancy Occurred: October 31, 2025

Section 1: Vacancy Details

1. Reason for Vacancy (check one):

- Resignation
- Retirement
- Termination
- Internal Promotion/Transfer
- New Position Previously Approved
- Other: _____

2. Is this a budgeted position?

- Yes
- No (explain funding source) _____

Section 2: Operational Impact

1. What essential services or functions are impacted by this vacancy?

Statutorily mandated disability case management.

2. What risks exist if this position is not filled (e.g., compliance, safety, service delivery delays)?

Given current case loads in HCBS, not replacing this position will impact services to clients and jeopardize compliance standards for mandated services. Currently we have a wait period for clients to receive initial required assessments. In addition it will have a negative impact on revenue captured.



Houston County

MINNESOTA

Human Resources

304 South Marshall Street - Room 206
Caledonia, Minnesota 55921
Phone: (507) 725-5822
Fax: (507) 725-5550

3. Can these duties be absorbed by current staff?

- Yes (explain how) _____
 No (explain why) Current caseloads are already high.

Section 3: Alternatives Considered

1. Have you explored restructuring or redistribution of duties?
 - Prior to our last SW hire at the end of 2024 we were covering with 3 social workers. 60+ cases were divided out and the bare minimum coverage was happening because it is too difficult to complete all of the work with cases that high.
2. Could this position be reduced to part-time, seasonal, or contract?
 - This position is not seasonal and cases are too high to work part-time. Contracting may have AFSME implications.

Section 4: Financial Considerations

1. Estimated annual cost (salary & benefits): \$ C41 STEP 4
2. Funding source / budget line: Combination of state/federal reimbursement and county levy
3. Will overtime, service delays, or other costs increase if left vacant?
 - During the last coverage of a social worker staff needed to be approved for overtime/comp to complete the requirements of the position.

Section 5: Department Head Recommendation

Provide a summary justification for why this position should be filled:

Given current case loads and the fact that this is a mandated service, we would strongly urge replacement. Further, our recent state review of this program suggests we are under staffed before this retirement, given case loads sizes, job duties and the increasing need within the community.

Department Head Signature:

Date:

HOUSTON COUNTY
AGENDA REQUEST FORM
Board Meeting Date September 16, 2025

Date Submitted: 9/11/25

By: County Surveyor Eric Schmitt

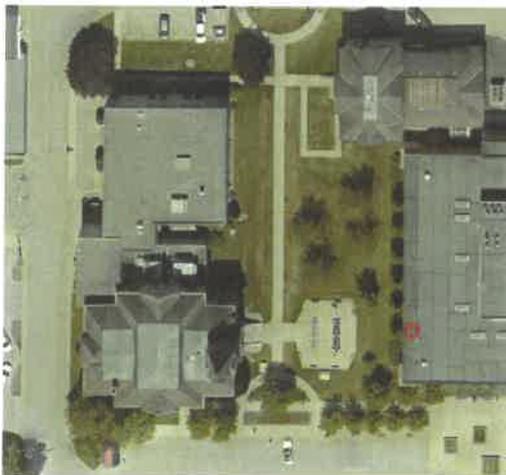
<u>Reviewed by:</u>	HR Director _____	County Sheriff _____	
	Finance Director _____	County Engineer _____	
	IS Director _____	PHHS _____	
	County Attorney _____	X Surveyor _____	
	Environmental Svcs _____		
<u>Recommendation:</u>			
I recommend that the Board authorize me to sign a contract with Eagleview to purchase aerial imagery to be flown in 2026 for use in Land Use offices and outward facing map viewers including Beacon. Please see attached for additional information.			
<u>Decision:</u>			

County Aerial Imagery Program – 2026 Flight Proposal

The County has utilized services from Eagleview (fka Pictometry) to provide aerial imagery since at least 2008. Flights are scheduled on a 3-year cycle, which allows for consistent comparisons over time. Eagleview provides us with the same pricing for 2 consecutive flights every 6 years. We're on the second flight of our current price lock.

These flights cover Houston County in both vertical and oblique imagery. We use the vertical imagery locally for use in ArcGIS and AutoCAD projects. We also send the vertical imagery to Schneider in Indiana for them to host on the County's Beacon website. Schneider works with Eagleview to host oblique images on Beacon. Eagleview also provides us with access to Connect Explorer, their web viewer for this data. Connect Explorer will be replaced with Eagleview Cloud with our next contract.

- **Vertical images** (straight down)



- **Oblique images** (angled views)



Beginning with our 2020 flight, we have elected to purchase Eagleview's Change Finder product. They provide us with a GIS layer that shows building footprints. With the second purchase of this with our 2023 flight, we were able to map changes from the previous data, which indicates changes, removals and additions to building footprints.



Recommendation for 2026 Contract

I recommend the Board authorize signing the proposed contract with Eagleview for the 2026 flight

- **Resolution:** 6" countywide, *upgrade to 3" in Caledonia and La Crescent*
- **Products:** Eagleview Cloud included; *Change Finder dropped to reduce cost*
- **Cost:** \$75,540 (three annual payments of \$25,180) – reduced from previously negotiated \$25,873 due to changes in products
- **Schedule:** Flight planned March/April 2026, after snow melts but before leaf cover
- **Flexibility:** Option to reintroduce Change Finder in the future if needed (baseline data was established in 2020 & 2023 flights)

Flight History, Resolutions, Costs, and Notes

Flight Year	Resolution	Total Cost (Av. Annual)	Products Purchased / Notes	Issues / Special Considerations
2017	6"	\$79,766 (\$26,788)	Standard imagery	
2020	Planned 6" flown at 3"	\$57,361 (\$19,120)	<ul style="list-style-type: none"> • Connect Explorer • Change Finder 	COVID delayed flights until June, upgraded resolution at no add'l cost
2023	6"	\$77,619 (\$25,873)	<ul style="list-style-type: none"> • Connect Explorer • Change Finder 	Processing time reduced from previous flights
2026 (Proposed)	6" <i>3" in 2 cities</i>	\$75,540 (\$25,180)	<ul style="list-style-type: none"> • Cloud will replace Connect Explorer 	<i>Opt out of Change Finder in exchange for upgraded resolution</i>



ORDER FORM

This Order Form is governed by the terms and conditions of the Master Services Agreement between the Minnesota Counties Computer Cooperative (“Customer”) and Pictometry International Corp., dba EagleView (“EagleView”) that was effective as of July 25, 2024 (the “Agreement”).

Participating User: Houston County, MN

The Participating User ordering EagleView Products and Services via this Order Form agrees to comply with the terms and conditions of this Order Form and the Agreement, including but not limited to the license grant and access restrictions.

The Customer acknowledges and agrees that it will pay EagleView in accordance with the terms and conditions of this Order Form and the Agreement for the Products and Services ordered by the Participating User under this Order Form. The Customer, Participating User, and EagleView acknowledge and agree that any Products and Services listed on this Order Form are able to be ordered under the Agreement, even if they do not appear in Exhibit B of the Agreement.

Order Form Effective Date: _____

Order Form Term (Duration): 3 years

ORDER #
LC-10013898

BILL TO (CUSTOMER INFO)
Customer Legal Entity Name: Minnesota Counties Computer Cooperative (“MnCCC”)
Customer Primary Contact Name: Lisa Meredith, Executive Director
Customer Mailing Address: 100 Empire Drive, Suite 201 Saint Paul, MN 55103
Phone #: (651) 917-6996
Email: lisa@mnccc.gov

SHIP TO (PARTICIPATING USER INFO)
Participating User Legal Entity Name: Houston County, MN
Participating User Primary Contact Name: Eric Schmitt
Participating User Mailing Address: 304 S. Marshall St. Caledonia, Minnesota 55921
Phone#: (507) 725-5814
Email: eric.schmitt@co.houston.mn.us

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1201817	Dean Larson	N/A

REFRESH 1		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
17	EagleView Cloud - Imagery - 3in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.



566	EagleView Cloud - Imagery - 6in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	EagleView Cloud - Physical Delivery - Orthomosaic - 6in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	EagleView Cloud - Physical Delivery - Combined Orthomosaic	Provides a single combined orthomosaic from multiple capture GSDs with the best GSD preferred. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.



6	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
---	-----------------------------------	---

FEES

Due at Initial Activation of Services	\$25,180.00
Due at First Anniversary of Initial Activation of Services	\$25,180.00
Due at Second Anniversary of Initial Activation of Services	\$25,180.00

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

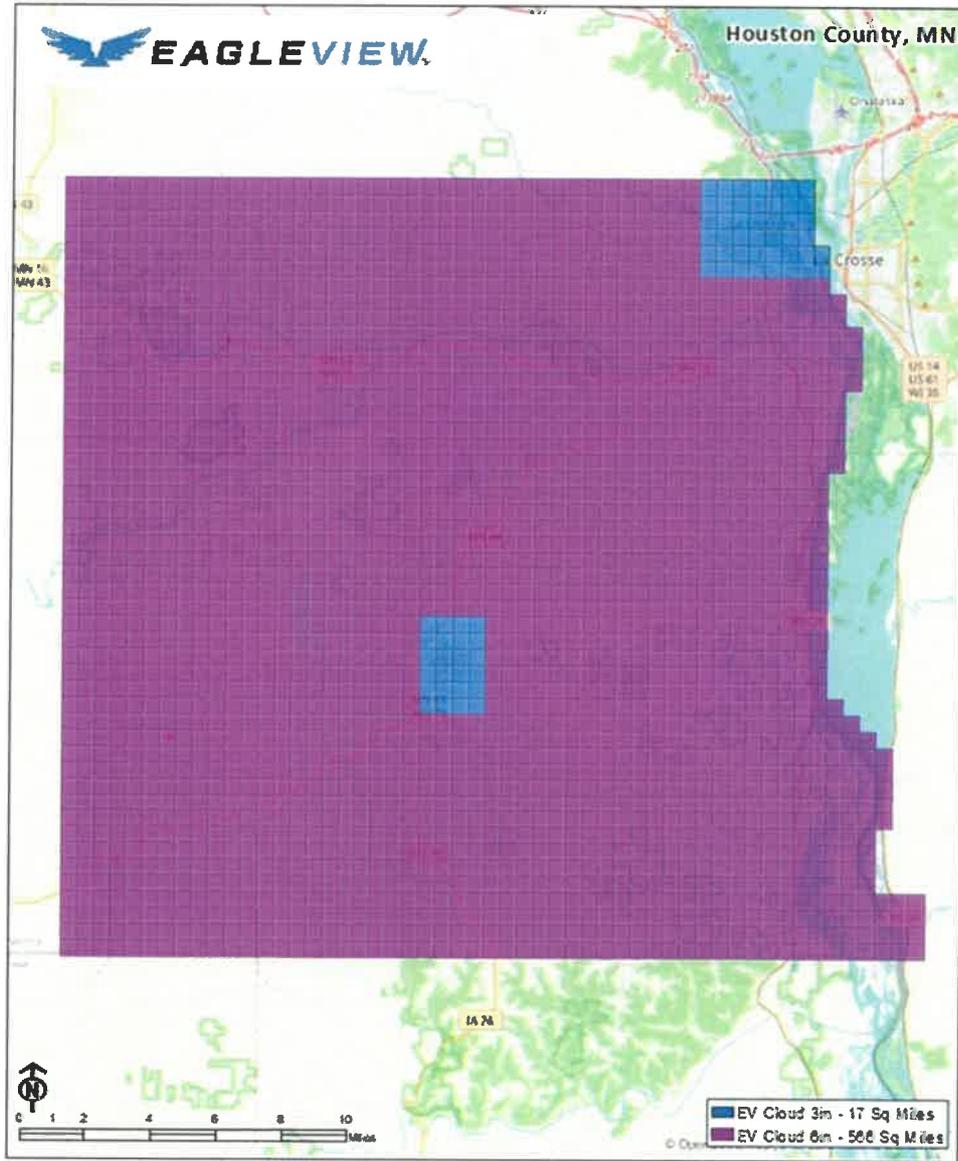
- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

AOI(s) and signature page follow this page.



AOI(S)



[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between EagleView and Customer.

Customer

Pictometry International Corp. dba EagleView

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Participating User

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 1 TO ORDER FORM DATED JUNE 24TH, 2022 BETWEEN
 PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW (“EAGLEVIEW”), MINNESOTA
 COUNTIES COMPUTER COOPERATIVE (“CUSTOMER”) AND HOUSTON COUNTY, MN
 (“PARTICIPATING USER”)**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this “Amendment”) is entered into by and between EagleView, Customer, and Participating User and supplements and modifies the terms of the Order Form dated June 24th, 2022 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the “Agreement”). Any purchase order or similar document issued by Participating User in connection with this Amendment is issued solely for Participating User’s internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

2. MODIFICATIONS TO AGREEMENT:

As of the Effective Date of this Amendment, the parties mutually agree to terminate their obligations with respect to the Second Project set forth in this Agreement without any liability of either party to the other with respect to such termination. Each party fully and forever releases the other of and from any and all claims and causes of action, demands, duties, obligations, agreements, promises, liabilities, damages, costs and/or fees, whether known or unknown, suspected or unsuspected, arising out of or relating to the Second Project set forth in this Agreement.

This Amendment becomes effective upon execution by duly authorized officers of Customer, Participating User, and EagleView and receipt by EagleView of such fully executed document.

PARTIES:

CUSTOMER	EAGLEVIEW
MINNESOTA COUNTIES COMPUTER COOPERATIVE (“MNCCC”)	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

CUSTOMER
HOUSTON COUNTY, MN
SIGNATURE:
NAME:
TITLE:
DATE:

Houston County Agenda Request Form

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

Date Submitted: **11-Sep-25**

Person requesting appointment with County Board: Amelia Meiners

Issue:

Approval/Denial of the following: 1) Chase Johnson - Interim Use Permit to operate a cannabis microbusiness in the Agricultural Protection District in Sheldon Township.
(PC meeting was on 8-28-2025.)

Justification:

Action Requested:

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

For County Use Only

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

Recommendation:

Decision:

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Chase Johnson, 9018 state 76, Caledonia, MN 55921 for an Interim Use Permit to operate a cannabis microbusiness in the Agricultural Protection District (Section 14 – 14.4 Interim Uses, Subdivision 1, Subsection 15) and (Section 3.2.9 of the Cannabis Business Ordinance) in Sheldon Township on the following premises, to-wit:

E1/2 NE1/4 & SW1/4 NE1/4 EX W 340.21 FT & PT NW1/4 NE1/4; EX PT SW1/4 NE1/4, Section 20, Township 103, Range 6, Houston County, Minnesota. (Parcel# 12.0156.000).

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

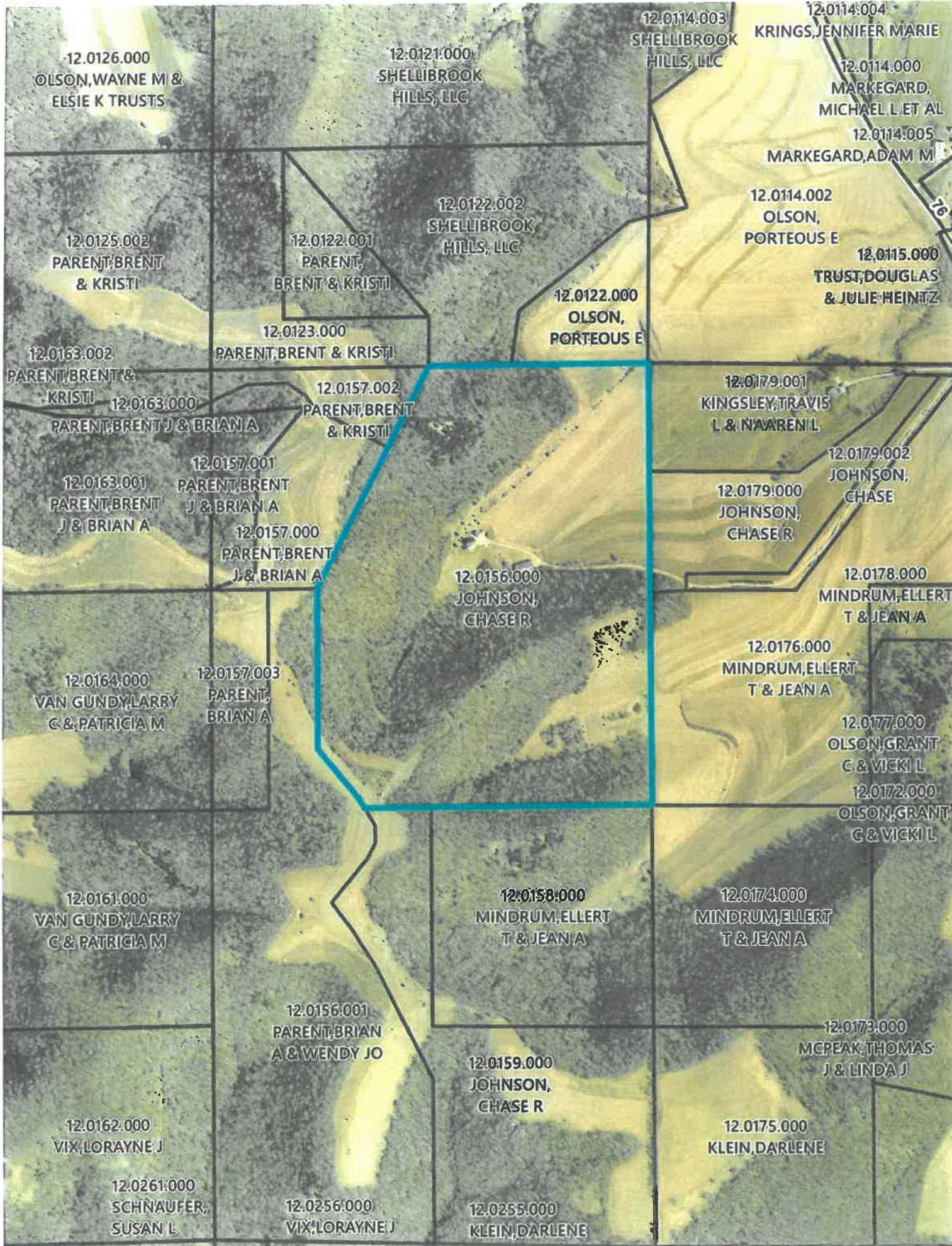
A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 6:20 p.m. on Thursday, August 28, 2025.

All persons having an interest in the matter may attend the hearing or submit comments relative to the granting or denying of said application. Comments should be mailed to the Environmental Services Dept., 304 South Marshall Street – Room 209, Caledonia, MN 55921, or emailed to Zoning@HoCoMN.gov, and must be received by Tuesday, August 19, 2025 to be included for review prior to the hearing. All comments are considered public record.

HOUSTON COUNTY PLANNING COMMISSION

By Amelia Meiners
Zoning Administrator

ADV: August 13, 2025



CRITERIA FOR GRANTING INTERIM USE PERMITS

NAME OF APPLICANT: Chase Johnson DATE: August 28, 2025

I.U.P REQUESTED: Operate a cannabis microbusiness in the Agricultural Protection District.

The Planning Commission shall not recommend an interim use permit unless they find the following:

FINDINGS OF FACT

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

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

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

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

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

Staff Analysis: The applicant has received preliminary approval from OCM and now needs to secure local government approval before he can proceed with OCM.

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

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

Staff Analysis: Wastewater should be minimal since it will rely on natural precipitation and minimal water is used for processing.

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

4. That the proposed use will not adversely increase the quantity of water runoff.
- 5.

Staff Analysis: This proposal will not alter the existing site conditions and should result in no change to the quantity of water runoff.

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

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

Staff Analysis: N/A

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

Staff Analysis: The operation will be organic in nature. Solid waste will be disposed of following local regulations and green waste will be mulched or rendered unusable in a manner to meet state regulations. There will be no wastewater from the processing and packaging component of the operation, and any future septic system will need to meet MPCA standards.

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

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

Staff Analysis: All utilities, access roads and facilities are existing.

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

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

Staff Analysis: The application identifies he will be the only employee and since this is his home as well there is sufficient parking on site.

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

Chase Munson X

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

Staff Analysis: N/A

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

Staff Analysis: Since this facility has been raising hemp since 2019 this change of use will only alter the operation in terms of crop so should not be injurious to properties in the immediate vicinity.

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

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

Staff Analysis: The predominant use in the area is agricultural and this use is consistent with those operations, nor will it impede other development.

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

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

Staff Analysis: The primary concern for this proposal is odor and the applicant states the prevailing wind will take odor away from the neighbors.

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

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

Staff Analysis: N/A

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

Staff Analysis: N/A

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

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

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

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

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

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

Franklin Hahn made a motion to recommend the Houston County Board approve an Interim Use Permit to operate a cannabis microbusiness in the Agricultural Protection District with five conditions in Sheldon Township:

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permitholder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. Perimeter fence around the grow area shall be eight feet high.

Larry Gaustad seconded. A roll call vote was taken. Motion carried three to two.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Wayne Feldmeier		X	
Larry Gaustad	X		
Franklin Hahn	X		
Eric Johnson	X		Agree with three conditions.
Chase Munson		X	

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



HOUSTON COUNTY ENVIRONMENTAL SERVICES

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



STAFF REPORT 8/20/2025

Application Date: 7/28/25
Hearing Date: 8/28/25
Petitioner: Chase Johnson
Reviewer: Amelia Meiners
Zoning: Ag Protection
Address: 9018 State 76
Township: Sheldon
Parcel Number: 120156000
Submitted Materials: IUP Application, Supplementary Info and Site Plan

OVERVIEW

REQUEST

The Petitioner is requesting an interim use permit to operate a cannabis microbusiness with a cultivation endorsement in Sheldon Township.

SUMMARY OF NOTEWORTHY TOPICS

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

The applicant has received preliminary approval for a microbusiness with a cultivation endorsement. He has been operating a licensed hemp company at this location since 2019 but will eliminate the hemp operation once licensed in cannabis. The operation will consist of an outdoor grow facility and the existing accessory structure will be used for drying, curing, processing and packaging the plants. That building is outlined in Fig. 1 below.

Minnesota law authorizes the following actions for microbusiness operations:

§342.25 CULTIVATION OF CANNABIS; GENERAL REQUIREMENTS.

Subdivision 1. Applicability.

Every cannabis business with a license or endorsement authorizing the cultivation of cannabis must comply with the requirements of this section.

Subd. 2. Cultivation records.

A business licensed or authorized to cultivate cannabis must prepare a cultivation record for each batch of cannabis plants and cannabis flower in the form required by the office and must maintain each record for at least five years. The cultivation record must include the quantity and timing, where applicable, of each pesticide, fertilizer, soil amendment, or plant amendment used to cultivate the batch, as well as any other

information required by the office in rule. The cannabis business must present cultivation records to the office, the commissioner of agriculture, or the commissioner of health upon request.

Subd. 3. Agricultural chemicals and other inputs.

A business licensed or authorized to cultivate cannabis is subject to rules promulgated by the office in consultation with the commissioner of agriculture, subject to subdivision 5, governing the use of pesticides, fertilizers, soil amendments, plant amendments, and other inputs to cultivate cannabis.

Subd. 4. Cultivation plan.

A business licensed or authorized to cultivate cannabis must prepare, maintain, and execute an operating plan and a cultivation plan as directed by the office in rule, which must include but is not limited to:

- (1) water usage;
- (2) recycling;
- (3) solid waste disposal; and
- (4) a pest management protocol that incorporates integrated pest management principles to control or prevent the introduction of pests to the cultivation site.

Subd. 5. Agricultural chemicals and other inputs; pollinator protection.

(a) A business licensed or authorized to cultivate cannabis must comply with chapters 18B, 18C, 18D, and any other pesticide, fertilizer, soil amendment, and plant amendment laws and rules enforced by the commissioner of agriculture.

(b) A business licensed or authorized to cultivate cannabis must not apply pesticides when pollinators are present or allow pesticides to drift to flowering plants that are attractive to pollinators.

Subd. 6. Adulteration prohibited.

A business licensed or authorized to cultivate cannabis must not treat or otherwise adulterate cannabis plants or cannabis flower with any substance or compound that has the effect or intent of altering the color, appearance, weight, potency, or odor of the cannabis.

Subd. 7. Indoor or outdoor cultivation authorized; security.

A business licensed or authorized to cultivate cannabis may cultivate cannabis plants indoors or outdoors, subject to the security, fencing, lighting, and any other requirements imposed by the office in rule.

Subd. 8. Exception.

Nothing in this section applies to the cultivation of hemp plants.

§342.28 CANNABIS MICROBUSINESS LICENSING AND OPERATIONS.

Subdivision 1. Authorized actions.

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

- (1) grow cannabis plants from seed or immature plant to mature plant and harvest cannabis flower from a mature plant;
- (2) make cannabis concentrate;
- (3) make hemp concentrate, including hemp concentrate with a delta-9 tetrahydrocannabinol concentration of more than 0.3 percent as measured by weight;
- (4) manufacture artificially derived cannabinoids;
- (5) manufacture adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products for public consumption;
- (6) purchase immature cannabis plants and seedlings and cannabis flower from another cannabis microbusiness, a cannabis mezzobusiness, a cannabis manufacturer, or a cannabis wholesaler;
- (7) purchase hemp plant parts and propagules from an industrial hemp grower licensed under chapter 18K;
- (8) purchase hemp concentrate from an industrial hemp processor licensed under chapter 18K;
- (9) purchase cannabis concentrate, hemp concentrate, and artificially derived cannabinoids from another cannabis microbusiness, a cannabis mezzobusiness, a cannabis manufacturer, or a cannabis wholesaler for use in manufacturing adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products;
- (10) package and label adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products for sale to customers;

- (11) sell immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and to customers;
- (12) operate an establishment that permits on-site consumption of edible cannabis products and lower-potency hemp edibles; and
- (13) perform other actions approved by the office.

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



Figure 1. The existing accessory structure that will be used for cannabis is outlined in red.

Below is relevant Houston County Zoning Ordinance (HCZO) language:

SECTION 14 – AGRICULTURAL PROTECTION DISTRICT

14.4 INTERIM USES.

Subdivision 1. Interim Uses. In the Agricultural Protection District, the following uses may be allowed only after obtaining an Interim Use Permit in accordance with the provisions of this Ordinance.

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

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

Section 3. Requirements for Cannabis Businesses

3.1 Minimum Buffer Requirements

1. *The Office of Houston County Auditor/Treasurer shall prohibit the operation of a cannabis business within 1,000 feet of a school.*
2. *The Office of Houston County Auditor/Treasurer shall prohibit the operation of a cannabis business within 500 feet of a day care.*
3. *The Office of Houston County Auditor/Treasurer shall prohibit the operation of a cannabis business within 500 feet of a residential treatment facility.*

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

Distances shall be computed by direct measurement from the nearest property line of the land use listed above to the nearest portion of the building being used for the cannabis business. Distances shall be verified by the applicant and confirmed by the person(s) responsible for enforcing this ordinance, via a method deemed acceptable by Houston County.

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

There are no schools, daycares, residential treatment facilities, public parks or other cannabis businesses in the vicinity of this proposal.

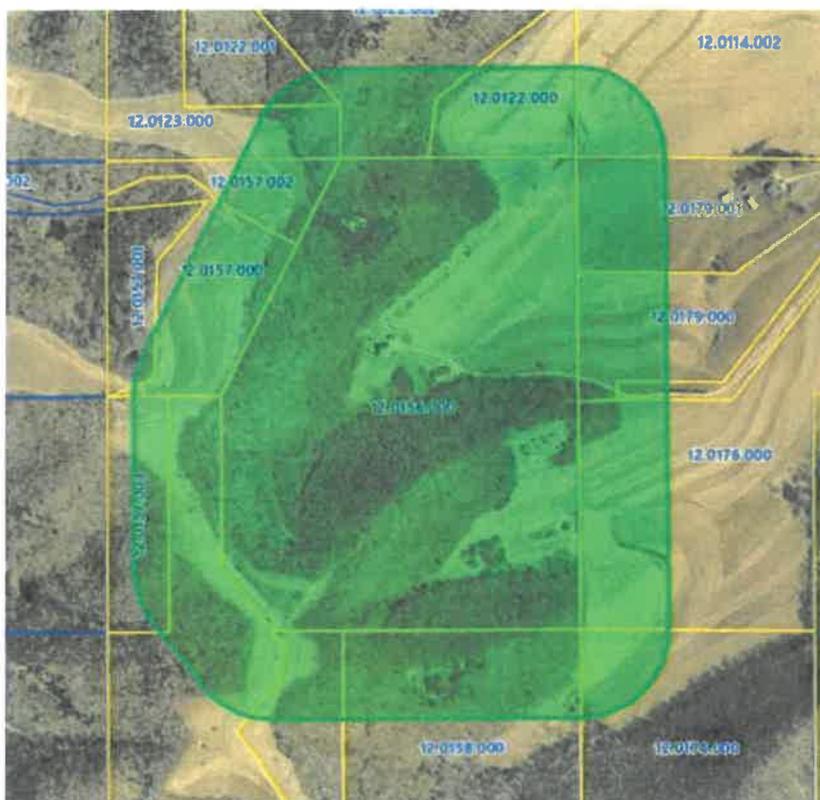


Figure 2. There is only vacant ground within 500 feet of this parcel boundary. Green area is showing that buffer.

3.1.1 Odor Mitigation

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

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

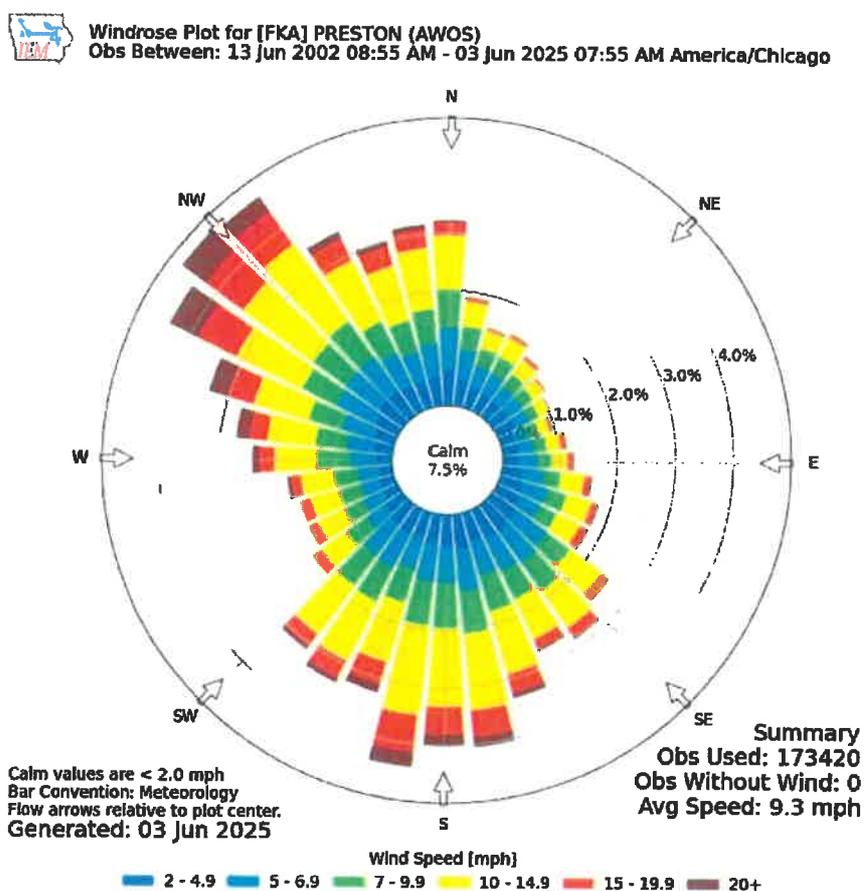


Figure 3. Windrose plot for Preston, MN.

3.1.2 Security/Theft Mitigation

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

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

The Operations Plan identifies that the facility will include secure storage rooms, 24/7 professionally monitored surveillance coverage on all operations areas and coded access control. There is a locked access gate on the driveway and the grow area will be fenced to meet OCM standards.

3.1.3 Light Pollution Mitigation

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

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

The outdoor grow operation will utilize natural sunlight and the barn will have exterior motion lights.

3.2 Zoning and Land Use

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

3.2.1. Cultivation.

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

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

3.2.9. Microbusiness.

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

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

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Sheldon Township and the ten nearest property owners were notified. One comment was submitted.

SITE CHARACTERISTICS

The parcel is located approximately two miles south of the City of Houston. The closest dwelling is 2,000 feet to the east and there are five additional dwellings within a mile. This location is tucked along a ridge top and properties on the back side should have minimal impact from the operation.

There is an intermittent stream that runs through this site and flows to Badger Creek, approximately 6,500 feet away.

Since this facility is existing there are no concerns with meeting building standards.

EVALUATION

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

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

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

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

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

Staff Analysis: The applicant has received preliminary approval from OCM and now needs to secure local government approval before he can proceed with OCM.

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

Staff Analysis: Wastewater should be minimal since it will rely on natural precipitation and minimal water is used for processing.

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

Staff Analysis: This proposal will not alter the existing site conditions and should result in no change to the quantity of water runoff.

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

Staff Analysis: N/A

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

Staff Analysis: The operation will be organic in nature. Solid waste will be disposed of following local regulations and green waste will be mulched or rendered unusable in a manner to meet state regulations. There will be no wastewater from the processing and packaging component of the operation, and any future septic system will need to meet MPCA standards.

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

Staff Analysis: All utilities, access roads and facilities are existing.

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

Staff Analysis: The application identifies he will be the only employee and since this is his home as well there is sufficient parking on site.

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

Staff Analysis: N/A

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

Staff Analysis: Since this facility has been raising hemp since 2019 this change of use will only alter the operation in terms of crop so should not be injurious to properties in the immediate vicinity.

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

Staff Analysis: The predominant use in the area is agricultural and this use is consistent with those operations, nor will it impede other development.

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

Staff Analysis: The primary concern for this proposal is odor and the applicant states the prevailing wind will take odor away from the neighbors. Since this is a

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

Staff Analysis: N/A

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

Staff Analysis: N/A

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

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

RECOMMENDATION

The Planning Commission must consider the criteria above. Staff recommend requiring the following conditions:

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

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

From: [Amelia Meiners](#)
To: "[brian.parentbuildersinc.com](#)"
Subject: RE: Easement
Date: Monday, August 18, 2025 12:27:00 PM

Brian,

The applicant stated that this will not result in increased traffic and will not impact the easement.

Amelia Meiners
Environmental Services Director
Houston County
304 S. Marshall Street, Room 209
Caledonia, MN 55921
O: (507) 725-5800
C: (507) 500-1909

My email has changed to AMeiners@HoCoMN.gov. Please make that change in your records. Thanks!

From: brian.parentbuildersinc.com <brian@parentbuildersinc.com>
Sent: Friday, August 15, 2025 11:08 AM
To: HoCo Zoning <Zoning@HoCoMN.gov>
Cc: Austin Parent <austin_parent@aol.com>; Boden.parentbuildersinc.com <boden@parentbuildersinc.com>
Subject: Easement

I have a recorded easement up through this property. How will this Cannabis farm effect my easement?

Thank You
Brian and Wendy Parent

SUBMITTED BY APPLICANT

Interim Use Request 2025-IUP-449788	Amount Paid \$0.00
Applicant Chase Johnson	Created July 15, 2025

Number 2025-IUP- 449788

JOHNSON,CHASE R 120156000 Sheldon I Submitted by Chaserjohnson on 7/15/2025
--



Applicant

Chase Johnson

612-282-2381

crjohnson815@gmail.com

Search Parcel Data Completed On Tuesday, July 15, 2025 at 8:40 AM CDT by Chaserjohnson

ParcelID	Address	City	OwnerName	Acres
120156000	9018 STATE 76	HOUSTON	JOHNSON,CHASE R	109.770

INTERIM USE INTRO Completed On Tuesday, July 15, 2025 at 8:41 AM CDT by Chaserjohnson

An Interim Use is a land use or development that would not be appropriate generally but may be allowed with appropriate restrictions as provided by official controls upon a finding that specific criteria are met, as outlined in Section 7.7 of the ordinance. Interim use permits must specify a termination event or date, and are nontransferable.

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

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

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

Application Fee:

Interim Use Application Fee

\$700.00

Recording Fee:

Recording Fee

\$46.00

Application Type:

Interim Use

APPLICANT INFORMATION Completed On Tuesday, July 15, 2025 at 8:43 AM CDT by Chaserjohnson

Applicant Name

JOHNSON,CHASE R

Telephone Number

612-282-2381

Address

9018 STATE 76

City

HOUSTON

Zip

55921

Parcel Tax ID

120156000

Legal Description

E1/2 NE1/4 & SW1/4 NE1/4 EX W 340.21 FT & PT NW1/4 NE1/4; EX PT SW1/4 NE1/4 6

Section-Township-Range

20-103-006

Do you own additional adjacent parcels

Yes

Township of:

Sheldon

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

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

Yes

Township Contacts

TOWNSHIP	NAME	PHONE
Black Hammer	Clayton Johnson	507-450-6384
Brownsville	Christine Novak	507-459-0636
Caledonia	Judith Massman	507-458-3294
Crooked Creek	David Winnes	507-542-4515
Hokah	Delayne Vogel	608-397-6516
Houston	John Beckman	507-429-1745
Jefferson	Anne Falken	320-493-8629
La Crescent	Jason Wieser	507-429-0133
Mayville	Erin Hammell	608-225-1830
Money Creek	Paul Ledebuhr	507-458-7973
Mound Prairie	Colleen Tracy	507-459-3573
Sheldon	Wayne Runnigen	507-450-0065

Spring Grove	Mike Wiste	507-450-4638
Unlon	Craig Frederick	608-769-9541
Wilmington	Melissa Schroeder	608-780-3998
Winnebago	Luke King	507-725-8816
Winnebago	Joyce Staggemeyer	507-542-4637
Yucatan	Deb Dewey	507-896-3566

INTERIM USE REQUEST Completed On Tuesday, July 15, 2025 at 8:47 AM CDT by Chaserjohnson
[Click here to view the Houston County Zoning Ordinance](#)

Describe in detail your request.

Cannabis Microbusiness Outdoor Cultivation Endorsement

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

Ordinance 16 Section 3.2.1

Requested Dimension:

Up to 1/2 acre of mature canopied plants

Please upload any supporting documents:

INTERIM USE FINDING OF FACTS Completed On Tuesday, July 15, 2025 at 8:58 AM CDT by Chaserjohnson
[Click here to view the Houston County Zoning Ordinance](#)

Findings Required:

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

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

Yes

Comments:

Per Ordinance 16 Cannabis related business

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

Yes

Comments:

Provide for my livelihood

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

Yes

Comments:

Cash crop relying mostly on natural rainfall

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

Yes

Comments:

Less water runoff than a conventional cash crop

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

Yes

Comments:

Will be in Agricultural fields with a cover crop

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

N/A

Comments:

N/A

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

Yes

Comments:

All ready in place

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

N/A

Comments:

N/A

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

Yes

Comments:

N/A

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

N/A

Comments:

N/A

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

Yes

Comments:

All adjacent properties are Agricultural crops

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

Yes

Comments:

All needed measures will be instituted

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

N/A

Comments:

N/A

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

N/A

Comments:

N/A

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

Yes

Comments:

All conditions will be met

SITE PLAN INFORMATION Completed On Tuesday, July 15, 2025 at 9:04 AM CDT by Chaserjohnson

A site plan **MUST** accompany all Applications. You can either hand draw your site plan and submit it via scanning and attaching the document, or by using the interactive map below.

Upload Site Plan

SUBMITTED BY APPLICANT

Use the Interactive Map to a Create Site Plan. Map tools: Click the plus and minus buttons in the upper left of the map window, to zoom in/out. **16**
Navigation Mode - Scroll up to zoom in, scroll down to zoom out. Click and hold to pan around map. Text Mode - To place text on the map, click on the
'Add Text' tool, click the place on the map where you would like the text to be displayed, then enter the text in the box that appears at the top of the
screen, click ok to display the text on the map. Draw a point - Click once on the map where you would like the point to be. Draw a Line - Click once on
map to start drawing a line, double click to stop drawing line. Draw a Polyline - Click once on map to start drawing a polygon, click map at each vertex
and double click to finish polygon drawing. Draw a Rectangle - Click once on the map where you would like the rectangle to be. The rectangle will
appear on the map. Click on the Select tool and click on the rectangle to resize (click an outside square and drag to resize), rotate (click, hold and drag
the circle on top of the rectangle to rotate) or delete (click the rectangle and hit the delete button). Measure - Click once on map to start draw a line
with a measurement, click map at each vertex and double click to finish drawing. If you double click near starting point area measurement will also be
calculated. Undo Last Edit - Click tool to undo last drawing edit. Undo All Edits - Click tool to undo all drawing edits.

- Sketch Layer
- Reference Layer
- Mapproxy



Powered by Esri

APPLICATION SUBMITTAL Completed On Wednesday, July 23, 2025 at 9:02 AM CDT by ChaserJohnson

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

Yes

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

Yes

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

Yes

Signature

A handwritten signature in red ink, consisting of several overlapping loops and lines.

Date Signed:

7/15/2025

Check this box if Staff Signature on behalf of Applicant.

RESEND EMAIL

Delivered on Wednesday, July 23, 2025 at 9:02 AM CDT

Options

- Send to the applicant? Yes
- Send to members of the following roles:
 - Zoning

Recipients

To:

- jeremy.burt@co.houston.mn.us
- mburt@hocomn.gov
- holly.felten@co.houston.mn.us
- amella.meiners@co.houston.mn.us
- crjohnson815@gmail.com

Subject: Parcel 120156000 Interim Use Application Received

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

Houston County Planning and Zoning

304 S. Marshall Street, Room 209

Caledonia, MN 55921

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

Please call 507-725-5800 or email Zoning@HoCoMN.gov with any questions or concerns.

Number: 2025-IUP-449788

Workflow: Interim Use Request

Description: JOHNSON,CHASE R | 120156000 | Sheldon I

Created On: 7/15/2025

[View Application](#)

External Notes

Documents

Internal Notes

Documents

Wild Hog Co. – Cannabis Cultivation Licensing Documentation

Employee and Traffic Information

Initially, Wild Hog Co. will not have any employees other than myself. There will be no additional traffic to the property beyond regular farming activities. We live on-site, and the operation will not generate any retail or public traffic.

Facility Description and Site Plan

The cultivation site is located on our 200-acre residence at 9018 State 76, Caledonia, MN. Access to the property is controlled by a locked gate at the entrance of a ¾-mile private gravel driveway.

The facility used for operations is an existing 60' x 100' barn that has been in use for our licensed hemp cultivation business for the past seven years without any issues. This structure will be used for drying, curing, processing, and packaging cannabis in full compliance with state requirements.

The cannabis crop will be grown outdoors in a fenced area. The fencing will be 6 feet tall, per MN Statutes 342.25 Subp. 7 and 9810.1500 Subp. 15, designed to preserve the aesthetics of the rural setting and allow farming activities to continue uninterrupted. The property is secluded, with no visibility from public roads. No new buildings are proposed, and our residence and detached garage will not be used for operations.

Security Measures

All security measures will strictly comply with Minnesota State Statute 9810.1500 Subp. 8 & 9. These include but are not limited to:

- Secure storage rooms for cannabis flower and equipment
- Locked points of entry
- 24/7 video surveillance with 90-day retention
- Alarm systems and coded access control systems

The cultivation field and barn are located at the end of the gated driveway, providing an additional layer of security. No retail endorsement is involved—this license is for cultivation only.

Light Pollution Mitigation

As this is an outdoor grow, light pollution is not a concern. Plants will grow using natural sunlight. The barn will have exterior motion lights as required by statute. Since the barn is located entirely within the property boundary and over 1/3 mile from the nearest neighbor, no additional mitigation is required.

Operating Plan (MN Statutes 342.28 Subp. 3(1))

Facility Layout

- Location: 9018 State 76, Caledonia, MN
- Outdoor grow area: Less than ½ acre mature canopy, compliant with OCM rules
- The existing 60' x 100' barn will be used for drying, curing, processing, and packaging

Security

- Secure, locked storage areas
- 24/7 video surveillance with coverage of all operational areas
- Professionally monitored alarm system
- Coded access control

Ventilation

Ventilation is not required due to the outdoor grow. As with our 7 years in the Minnesota Hemp Program, drying and curing will occur in the barn, which is over 2,000 feet from the nearest residence and located in a valley with prevailing wind moving away from neighbors.

Wastewater & Disposal

- Minimal wastewater expected due to reliance on natural precipitation
- Green waste will be shredded and used as mulch or rendered unusable per state regulations
- Non-cannabis waste will be disposed of per local regulations

Utilities

Electricity and high-speed internet are already present and sufficient for operations.

Unauthorized Sales Prevention

All sales will be made to licensed cannabis businesses only. Wild Hog Co. will fully implement and utilize the state-required METRC seed-to-sale tracking system to ensure compliance.

Ongoing Updates

This operating plan will be updated as needed and submitted to OCM for approval.

Cultivation Plan (MN Statutes 342.28 Subp. 3(2))

Facility Overview

- Location: 9018 State 76, Caledonia, MN
- Outdoor cultivation limited to less than ½ acre of mature flowering canopy
- All plants will be started from seed or clone within the secure facility and transplanted into the field at the appropriate time

Recordkeeping and Compliance

Wild Hog Co. LLC will maintain both physical and digital records for all activities in strict compliance with OCM requirements. METRC will be used for inventory and tracking.

Staffing

There will be no employees initially beyond myself. Any assistance will come from immediate family members.

Plan Updates

The cultivation plan will be revised and submitted to OCM if changes in canopy size, cultivation methods, or other requirements occur.

Business Plan

Daily Operations

Operations will vary seasonally depending on the plant life cycle. No public access or retail sales will occur, so there are no set hours of operation.

Business Background

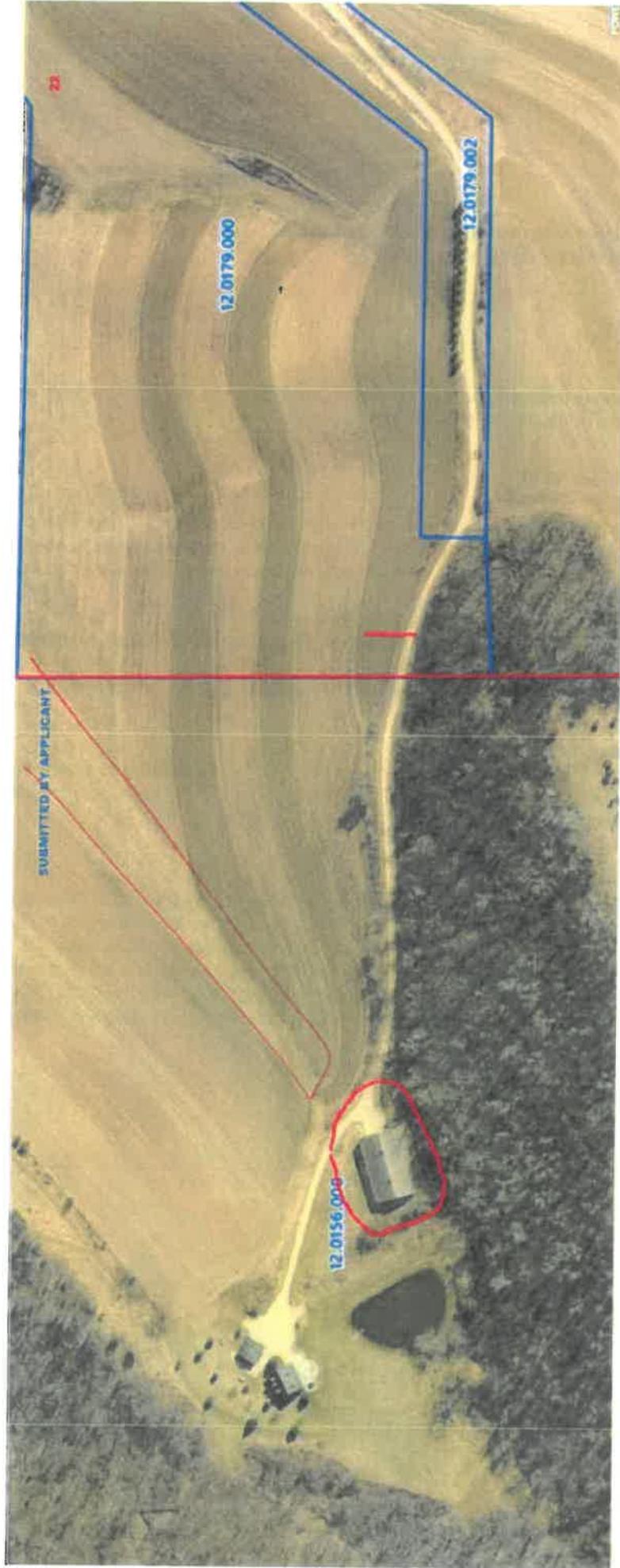
- Owner: Chase Johnson
- Experience includes owning a custom home building company (since 1996), a land development firm, and Houge Hill Co. LLC—a licensed hemp cultivation and processing company operating since 2019
- We have successfully cultivated between 500–4,000 hemp plants annually for flower and CBD extraction
- Our hemp products are sold in shops across Minnesota
- Extensive experience in two regulated industries (construction and hemp), maintaining licenses and complying with evolving state regulations
- Background checks and inspections have been passed as part of the state hemp program

Community Engagement

I've served on the Board of Directors at Lord of Life Church (2001–2008) and led a large community outreach event hosting 3,000+ guests. I've also organized a holiday toy drive supporting children in need through matched donations.

Summary of Operations

Wild Hog Co. will cultivate high-quality cannabis outdoors, using sustainable practices and natural sunlight. Harvested plants will be dried, cured, and processed in our existing, compliant barn. All operations will follow state licensing, security, and inspection requirements. After 7 successful years growing hemp—an agriculturally and legally comparable plant—we are confident in our ability to transition to cannabis cultivation while maintaining full compliance with the OCM. We are deeply rooted in the community, respected by our neighbors, and committed to operating with transparency and integrity.



Houston County Agenda Request Form

Date Submitted: September 2, 2025

Board Date: September 16, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To consider signing the State Aeronautics Maintenance and Operations (M&O) Grant for airport maintenance reimbursement. This is a 2 - year grant beginning July 1, 2025 until June 30, 2027. This grant provides for a 75% matched of \$24,662.12 for eligible expenses.

Attachments/Documentation for the Board's Review:

State Aeronautics Maintenance and Operations Grant is attached.

Justification:

This grant is an ongoing grant that helps fund the Houston County Airport.

Action Requested:

Action requested to accept the grant and approve resolutions to sign.

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.

**STATE OF MINNESOTA
STATE AIRPORTS FUND
AIRPORT MAINTENANCE AND OPERATIONS GRANT AGREEMENT**

State Project Number (S.P.): A2801-MO26

State Project Number (S.P.): A2801-MO27

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and County of Houston, 1124 East Washington Street, Caledonia, MN 55921 acting through its County Board (“Grantee”) (“Agreement”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize the State to provide financial assistance to airports for maintenance and operations activities.
2. Grantee owns, operates, or controls an airport (“Airport”) in the state system, and desires financial assistance from the State for maintenance and operations activities for State Fiscal Year 2026 and State Fiscal Year 2027.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the State.

AGREEMENT TERMS

1. Term of Agreement and Survival of Terms

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully executed.
- 1.2. **Expiration Date.** This Agreement will expire on June 30, 2027.
- 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, but not limited to, the following clauses: Indemnification; State Audits; Government Data Practices; Governing Law, Jurisdiction and Venue; and Data Disclosure.

2. Grantee’s Duties

- 2.1. **Airport Use.** In accordance with Minnesota Statutes §360.305, subd. 4, Grantee must operate and maintain the Airport, for the use and benefit of the public, in a safe, serviceable manner for aeronautical purposes only for a period of one (1) year from the date Grantee receives final reimbursement under this Agreement.
- 2.2. **Grounds Maintenance.** Grantee will keep the runway and the area around the lights at the Airport mowed and plowed. The grass must be mowed at least seven (7) feet beyond the lights and must not exceed six (6) inches in height on the landing area. The areas around any navigational aids must be sufficiently mowed and plowed to keep the area clear for vehicle access. If the Airport remains operational during the winter months, Grantee will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snowbanks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.3. **Periodic Paint Striping.** If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Agreement, Grantee will cooperate with the marking operation. Grantee must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.4. **Inspections.** Grantee will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.5. **Third-Party Contracting.** Grantee will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Agreement.

3. Grantee's Assurances

- 3.1. Grantee represents and warrants that Grantee has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§360.061 to 360.074.
- 3.2. Grantee will comply with all required grants management policies and procedures set forth in Minnesota Statutes §16B.97 subd. 4(a)(1).

4. Consideration and Payment

- 4.1. **Consideration.** State will pay for all eligible maintenance and operations costs incurred by Grantee under this Agreement as follows:
 - 4.1.1. **Basis.** Grantee will be reimbursed for 75% of all eligible maintenance and operations costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative or their designee according to the State's Funding Eligibility Guidance, which is available at:
<https://www.dot.state.mn.us/aero/airportdevelopment/fundingandgrants.html>
 - 4.1.2. **Fiscal Year Obligations.** State has currently obligated \$24,662.12 in each state fiscal year to reimburse 75% of eligible costs incurred by Grantee during each fiscal year and will be capped at this amount for each fiscal year. Any funding granted but not requested for reimbursement within the first fiscal year will not roll over into the second fiscal year.
 - 4.1.3. **Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed \$49,324.24 (reflecting state fiscal years 2026 and 2027 combined obligations).
- 4.2. **Payment.**
 - 4.2.1. **Invoices.** Grantee must submit detailed reimbursement requests for its eligible costs to the State's Authorized Representative on a quarterly basis or as otherwise directed by State's Authorized Representative. Invoices for expenses incurred after grant funds were encumbered by the State, but before the Effective Date of this Agreement, may not be submitted for reimbursement until after the Effective Date of this Agreement. The State's Office of Aeronautics will supply the reimbursement request forms that Grantee must submit. Reimbursement requests must be submitted according to the following schedule:
 - Quarter 1 (Jul. 1st – Sept. 30th): **On or after October 1, and no later than November 15;**
 - Quarter 2 (Oct. 1st – Dec. 31st): **On or after January 1, and no later than February 15;**
 - Quarter 3 (Jan. 1st – Mar. 31st): **On or after April 1, and no later than May 15;** and
 - Quarter 4 (Apr. 1st – Jun. 30th): **On or after July 1, and no later than August 15.**

The State may reject any costs submitted for reimbursement that the State determines, in its sole discretion, are not eligible maintenance and operations expenses. Any invoices not received by the State's Authorized Representative by December 31st of the fiscal year in which the expenses were incurred will be ineligible for reimbursement and rejected.

- 4.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.
- 4.2.3. **Progress Reports.** The State may, at its sole discretion, require Grantee to submit quarterly progress reports in addition to its invoices. If so requested, the State will provide a progress report form for Grantee's completion and submittal with its invoices.
- 4.2.4. **The 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 and progress reports, if requested by the State, 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, State will pay Grantee within thirty (30) days of receipt of such invoice.
- 4.2.5. **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. The State's Authorized Representative will notify Grantee's Authorized Representative where and when monitoring visits and financial reconciliations will take place, which state employees and Grantee staff members should be present, as well as which, if any, of Grantee's contractors or consultants, or their agents, are required to participate. Grantee will be provided at least seven (7) days' notice prior to monitoring visits and/or financial reconciliations. Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.2.6. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
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 State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law. In 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. **State's Authorized Representative.** State's Authorized Representative will be:
- | | |
|-------------|---|
| Name/Title: | Jenny Bahneman, Grants Specialist Coordinator |
| Address: | Office of Aeronautics
395 John Ireland Boulevard, Mail Stop 410
Saint Paul, Minnesota 55155 |
| E-Mail: | jenny.bahneman@state.mn.us |
- State's Authorized Representative or their successor, will monitor Grantee's performance and has the authority to accept or reject the services provided under this Agreement. If the Grantee's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.
- 6.2. **Grantee's Authorized Representative.** Grantee's Authorized Representative will be:
- | | |
|-------------|--|
| Name/Title: | Brian Pogodzinski, Houston County Engineer |
| Address: | 1124 East Washington Street, Caledonia, MN 55921 |

Telephone: (507) 725-3925
E-Mail: brian.pogodzinski@co.houston.mn.us

If Grantee's Authorized Representative changes at any time during this Agreement, Grantee must immediately notify 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 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.** An 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.
 - 7.3. **Waiver.** If the State fails to enforce any provision of this Agreement, such failure does not waive the provision or the State's right to subsequently enforce it.
 - 7.4. **Agreement Complete.** This Agreement contains all prior negotiations and agreements between the State and Grantee. No other prior 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. 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, and expenses, including reasonable attorneys' fees, 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 any other third parties under the direct control of Grantee.
9. **State Audits.** Under Minnesota Statutes § 16B.98 subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this grant 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 the expiration of this Agreement or receipt and approval of all final reports, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.
10. **Government Data Practices.** Grantee and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 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 Minnesota Statutes §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.
11. **Workers' Compensation.** Grantee certifies that it is in compliance with Minnesota Statutes §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. **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.
13. **Data Disclosure.** Under Minnesota Statutes §270C.65, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.
14. **Termination and Suspension**
 - 14.1. **Termination by the State.** 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 it does not obtain funding from the Minnesota Legislature or 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. **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.
16. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every agreement 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:
 - 16.1. In the hiring of common or skilled labor for the performance of any work under any agreement, or any sub-agreement, no contractor, material supplier, vendor, or other agent of Grantee 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;

- 16.2. No contractor, material supplier, vendor, or other agent of Grantee 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 agreement on account of race, creed or color;
 - 16.3. A violation of this Section is a misdemeanor; and
 - 16.4. Any subsequent violations of this Section may result in the termination of this Agreement and any sub-agreements by the State, or any county, city, town, township, school, school district or other entity or person authorized to enter into agreements for employment, and all money due, or to become due, under this Agreement or any sub-agreements may be forfeited.
17. **Limitation.** Under this Agreement, the State is only responsible for 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 agreements with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

By: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

GRANTEE

Grantee certifies that the appropriate persons have executed this Agreement on behalf of Grantee as required by applicable articles, bylaws, ordinances, or resolutions.

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION
(with delegated authority)

By: _____

MnDOT CONTRACT MANAGEMENT

By: _____

RESOLUTION NO. 25-31

RESOLUTION APPROVING AIRPORT MAINTENANCE AND OPERATIONS GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

It is resolved by the COUNTY OF HOUSTON COUNTY as follows:

[GRANTEE NAME]

- That it has applied for and been awarded an Airport Maintenance and Operations Grant Agreement by the Minnesota Department of Transportation, Agreement Number 1060399 ("Agreement");
- That it hereby agrees to the terms and conditions of the Grant Agreement; and
- That the proper signing officers are hereby authorized to execute the above-referenced Grant Agreement and any amendments thereto on behalf of the COUNTY OF HOUSTON.

[CITY/COUNTY/TOWNSHIP]

Adopted by the County Of Houston on this 16th day of September, 2025.

[GRANTEE NAME]

By: _____

Print Name: Carol Lapham

Title/Date: Interim County Administrator 9/16/2025

ATTESTATION: *(different authorized signor than above)*

By: _____

Print Name: Polly Heberlein

Title/Date: Interim County Auditor/Treasurer

RESOLUTION NO. 25-31

RESOLUTION APPROVING AIRPORT MAINTENANCE AND OPERATIONS GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

It is resolved by the COUNTY OF HOUSTON COUNTY as follows:

[GRANTEE NAME]

- That it has applied for and been awarded an Airport Maintenance and Operations Grant Agreement by the Minnesota Department of Transportation, Agreement Number 1060399 ("Agreement");
- That it hereby agrees to the terms and conditions of the Grant Agreement; and
- That the proper signing officers are hereby authorized to execute the above-referenced Grant Agreement and any amendments thereto on behalf of the COUNTY OF HOUSTON.

[CITY/COUNTY/TOWNSHIP]

Adopted by the County Of Houston on this 16th day of September, 2025.

[GRANTEE NAME]

By: _____

Print Name: Carol Lapham

Title/Date: Interim County Administrator 9/16/2025

ATTESTATION: *(different authorized signor than above)*

By: _____

Print Name: Polly Heberlein

Title/Date: Interim County Auditor/Treasurer

Houston County Agenda Request Form

Date Submitted: September 5, 2025

Board Date: September 16, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Project # CP 2025-01 with Bruening Rock Products, Inc, for Maintenance Rock 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-XX Final Acceptance for CP 2025-01, Contract #339 with Bruening Rock Products Inc, Inc for Aggregate Stockpiled (Delivered) Maintenance Rock. Total cost was \$396,976.65.

WHEREAS, Contract for the Contract No. 399 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			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (Indicate dept)	_____
<u>Recommendation:</u>			
<u>Decision:</u>			

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

Houston County Highway Department

1124 E Washington St, Caledonia, MN 55921
 CP 2025-01 A Aggregate Stockpiled (Delivered)
 Final Payment No. 2

Contractor: Bruening Rock Products inc.
 900 Montgomery St.
 Decorah

Contract No. 339 CP 2025-01 A Aggregate Stockpiled (Delivered)
Vendor Number:
Up To Date: 7/16/2025
Warrant # _____ **Date** _____

Contract Amount

Original Contract	\$339,093.90
Contract Changes	\$0.00
Revised Contract	\$339,093.90

Work Certified To Date

Base Bid Items	\$396,976.65
Contract Changes	\$
Material On Hand	\$0.00
Total	\$396,976.65

Funds Encumbered

Original	\$339,093.90
Additional	N/A
Total	\$339,093.90

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	\$396,976.65	\$0.00	\$377,127.82	\$19,848.83	\$396,976.65
Percent: Retained: 0%			Percent Complete: 117.07%		
Amount Paid This Final Payment				\$19,848.83	

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 _____
 County Engineer
 Date 9/8/2025

Approved By Bruening Rock Products inc.

 Contractor
 Date

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 _____ 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 \$396,976.65 and agrees to the amount of \$19,848.83 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Bruening Rock Products inc.

By _____ Signature

And _____ Signature And _____ Signature State of IA,

On this 26th Day August, 2025, Before me appeared Jesse Delaney 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)

Jesse Delaney And Staci Snitker, to me personally known, who, being each by me duly sworn

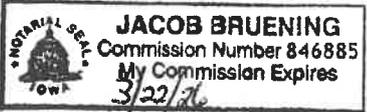
each did say that they are respectively the Project Manager and Project Manager's Assistant of the Said Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

President and said Jesse Delaney and staci Snitker

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

Notarial My Commission as Notary Public in Winneshiek County, IA

Seal Expires 3/22/26 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

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
CP 2025-01 A Aggregate Stockpiled (Delivered)
Final Payment No. 2

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

Contract Number: 339 CP 2025-01 A Aggregate Stockpiled (Delivered)
Contractor: Bruening Rock Products inc.
Date Certified: 7/16/2025
Payment Number: 2

Whereas; Contract No.339 CP 2025-01 A Aggregate Stockpiled (Delivered) 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 Houston County Highway Department a and authorize final payment as specified herein.

State of Minnesota

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 the resolution on file in my office.

Dated this _____ day of _____, 20____

At Caledonia, Minnesota

Signed By _____

(SEAL)

Houston County Highway Department
 1124 E Washington St, Caledonia, MN 55921
 CP 2025-01 A Aggregate Stockpiled (Delivered)
 Final Payment No. 2

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	7/10/2025	\$396,976.65	\$19,848.83	\$377,127.82
2	7/16/2025	\$0.00	(\$19,848.83)	\$19,848.83

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 2025-01 Maintenance Rock		\$396,976.65	\$0.00	\$377,127.82	\$19,848.83	\$396,976.65

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
County Levy	County Levy	\$19,848.83	\$339,093.90	\$339,093.90	\$396,976.65

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	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	10.999	3,700.00	0.00	\$0.00	4,351.99	\$47,867.54
Base Bid	2	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	10.999	2,900.00	0.00	\$0.00	3,455.53	\$38,007.37
Base Bid	3	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	9.999	950.00	0.00	\$0.00	1,149.98	\$11,498.65
Base Bid	4	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	9.999	2,050.00	0.00	\$0.00	2,174.08	\$21,738.63
Base Bid	5	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	8.999	2,450.00	0.00	\$0.00	2,956.98	\$26,609.86
Base Bid	6	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	8.999	3,000.00	0.00	\$0.00	3,416.16	\$30,742.02
Base Bid	7	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	10.999	3,300.00	0.00	\$0.00	3,798.00	\$41,774.20
Base Bid	8	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	10.999	2,500.00	0.00	\$0.00	3,025.57	\$33,278.24

Houston County Highway Department
 1124 E Washington St, Caledonia, MN 55921
 CP 2025-01 A Aggregate Stockpiled (Delivered)
 Final Payment No. 2

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	\$396,976.65
-----------------------	---------------------

Contract Change Totals			
Number	Description	Amount This Request	Amount To Date

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 2025-01 Maintenance Rock	1	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	10.999	3,700.00	0.00	\$0.00	4,351.99	\$47,867.54	
CP 2025-01 Maintenance Rock	2	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	10.999	2,900.00	0.00	\$0.00	3,455.53	\$38,007.37	
CP 2025-01 Maintenance Rock	3	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	9.999	950.00	0.00	\$0.00	1,149.98	\$11,498.65	
CP 2025-01 Maintenance Rock	4	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	9.999	2,050.00	0.00	\$0.00	2,174.08	\$21,738.63	
CP 2025-01 Maintenance Rock	5	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	8.999	2,450.00	0.00	\$0.00	2,956.98	\$26,609.86	

Houston County Highway Department
 1124 E Washington St, Caledonia, MN 55921
 CP 2025-01 A Aggregate Stockpiled (Delivered)
 Final Payment No. 2

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 2025-01 Maintenance Rock	6	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	8.999	3,000.00	0.00	\$0.00	3,416.16	\$30,742.02
CP 2025-01 Maintenance Rock	7	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	10.999	3,300.00	0.00	\$0.00	3,797.00	\$41,774.20
CP 2025-01 Maintenance Rock	8	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	10.999	2,500.00	0.00	\$0.00	3,025.57	\$33,278.24
CP 2025-01 Maintenance Rock	9	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	10.999	2,000.00	0.00	\$0.00	2,424.58	\$26,667.96
CP 2025-01 Maintenance Rock	10	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	10.439	1,900.00	0.00	\$0.00	2,332.90	\$24,353.14
CP 2025-01 Maintenance Rock	11	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	10.999	1,350.00	0.00	\$0.00	1,672.82	\$18,399.35
CP 2025-01 Maintenance Rock	12	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	11.439	2,250.00	0.00	\$0.00	2,535.71	\$29,005.99
CP 2025-01 Maintenance Rock	13	2211.509/001 STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) (TONS)	10.999	3,750.00	0.00	\$0.00	4,276.18	\$47,033.70
Totals:						\$0.00		\$396,976.65

RESOLUTION NO. 25-32

**FINAL ACCEPTANCE FOR CP 2025-01 AGGREGATE STOCKPILED (DELIVERED)
MAINTENANCE ROCK
CONTRACT # 339**

BRUENING ROCK PRODUCTS, INC

SEPTEMBER 16, 2025

WHEREAS, Contract No. 339 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, Interim Houston County Administrator do certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated September 16, 2025.

WITNESS my hand and the seal of my office this 16th day of September 2025.

Signed by _____

Interim Houston County Administrator

HOUSTON COUNTY

AGENDA REQUEST FORM

Date Submitted: 09/8/2025

For 9/16/2025 Meeting

By: Assessor

CONSENT AGENDA REQUEST:

ACTION ITEM: Consider approving a 2025 property tax abatement of \$3,558 for Leonard Wieser. The house on the adjacent parcel was valued on this parcel also.

Reviewed by:	<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	PHHS	_____
	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> Other (indicate dept)	Assessor _____
	<input type="checkbox"/> Environmental Svcs	x Auditor	
	Recommendation:		
Decision:			

Application for Property Tax Abatement

For Taxes Levied in Tax Year(s): 2024

And Taxes Payable in Year(s): 2025

Applicant and Property Information

Applicant Information

Last Name <u>Wieser</u>		First Name <u>Leonard</u>	Middle Initial <u>W</u>
Property Address <u>7750 TR Rd</u>			
City <u>Houston</u>	State <u>MN</u>	Zip code <u>55943</u>	County <u>Houston</u>
Parcel ID or legal description of property (from tax statement or valuation notice) <u>17.0169.000</u>			School District Number

Applicant's Statement of Facts

If the assessed value is being contested, list approximate market value.

Land <u>\$281,500</u>	Structures <u>\$761,600</u>	Total <u>1,043,100</u>
--------------------------	--------------------------------	---------------------------

If taxes, penalties, interest, or costs which are now a lien against the real estate are being contested, list below.

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
Explain why the above amount has not been paid			

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
Explain why the above amount has not been paid			

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
Explain why the above amount has not been paid			

Total Amount Contested	Portion of total amount contested you are willing to pay
------------------------	--

Explain why you think this settlement is fair and reasonable
2nd House was listed on this parcel it is listed on parcel 12.0007.000 also + being taxed on that parcel also. Daughter is living in cabin for 2025 should be Homestead.

Signature of Applicant

Applicant requests that the portion of the contested amount in excess of said sum offered should be abated, canceled and refunded. This statement is a true and full statement of all facts known to the applicant relative to this matter.

Signature of Applicant 	Date <u>1-21-24</u>
--	------------------------

Note: Minnesota Statutes, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000.00, or both."

Use of Information

In order to be considered for abatement, you must file this form.

The information on this form will be used to properly identify you and determine if you qualify for abatement of property taxes under M.S. 270C.86 or 270C.34. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your

(Rev. 10/13) County Assessor may also ask for additional verification of qualifications. Your Social Security number is considered private data.

Applicant's Statement of Facts/Settlement

Sign Here

For Office Use Only

I, the undersigned county auditor, hereby certify the following amounts are the values and taxes currently on our records.

Amounts on Record

Year	Market Value			Taxes	Penalties	Interest	Costs	Total
	Land	Improvements	Total					
2024	281,500	761,600	1,043,100	\$7,858				\$7,858
2025	281,500	650,411	931,911	\$4,300				\$4,300
								\$3,558

Certifications of Approval

For this abatement to be granted by the Commissioner of Revenue, it must have been carefully investigated and receive the favorable recommendation of (i) either the assessor or the county treasurer; (ii) the county auditor; and (iii) the county board.

Recommendation of Assessor or Treasurer

Approved Denied

Signature Luke Orstad Title Assessor Date 1/22/25

Recommendation of County Auditor

Approved Denied

Signature _____ Date _____

County Board of Commissioner's Action (to be completed by County Auditor)

Approved Denied

Signature _____ Date _____

Certifications of Final Approval

(complete only for approved abatements; to be completed by County Auditor)

I certify that the approval of this abatement will result in the following changes:

Total Tax, Penalty, and Interest \$ _____ Proposed Penalty Reduction \$ _____

Proposed Tax Reduction \$ _____ Total Proposed Reduction \$ _____

Proposed Interest Reduction \$ _____ Total Amount Payable \$ _____

Upon payment of \$ _____ by the applicant, all taxes, penalties, interest, and costs above in excess of the payment amount are abated and cancelled, and the payment will be accepted as a full settlement.

This approval was granted by the county board as an official action of that body or by the county auditor under a delegation from the board and has been entered upon the records of the county as a public record showing the names of the taxpayers, other concerned persons, and the amounts.

Signature of County Auditor _____ Date _____

DEPARTMENT OF REVENUE

The Commissioner of Revenue may grant these reductions or abatements of inequitable or unjust taxes, penalties, interest or special assessments not yet paid, and order the refund of taxes, penalties, interest or special assessments that have been erroneously or unjustly paid. (M.S. 270C.86, Subd. 1) Upon the favorable recommendation of the local officials, as certified above, the Commissioner of Revenue approves the abatement of the following amounts:

Proposed Penalty and Interest Reduction \$ _____

Proposed Tax Reduction \$ _____

Total Proposed Reduction \$ _____

Signature of Commissioner or Delegate _____ Date _____

Signature of Commissioner or Delegate _____ Date _____



Date: September 11, 2025

To: Houston County Commissioners & Staff

From: Allison Wagner, Houston County EDA

RE: \$10,000 from Revolving Loan Fund to Caledonia Bakery

Background: On September 3, 2025, Suzanne Howard owner of Caledonia Bakery told the EDA board about her bakery expansion project. The total project costs for the expansion was \$60,000 with the owner injecting up to \$20,000 in equity. Suzanne also received an EDA revolving loan from the City of Caledonia for the project.

The project will retain several current jobs, with the prospect of growing and hiring additional staff in the future.

Recommendation: After due consideration and discussion, the EDA Board of Directors unanimously passed a motion on September 3, 2025 to recommend that the Houston County Commissioners approve an EDA loan of \$10,000 at the 2025 set rate and terms (3.5% for 10 years).

Action Required: A motion made by the Board of Commissioners approving the loan from the County's Revolving Loan Fund.



Commissioner Warrants 2025/09/16

From Lynn Colsch <LColsch@HoCoMN.gov>

Date Thu 9/11/2025 11:46 AM

To HoCo BOC <BOC@HoCoMN.gov>

Cc Carol Lapham <CLapham@HoCoMN.gov>; Eliana Babinski <EBabinski@HoCoMN.gov>; Susan Tostenson <STostenson@HoCoMN.gov>

1 attachment (18 KB)
CLAIMS 2025-09-16.xlsx;

REQUEST APPROVAL FOR PAYMENT

2025/09/16 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
ACEN TEK	4,489.58
ADVANCED CORRECTIONAL HEALTHCAR	7,726.02
BOLTON & MENK INC	24,270.00
BRUENING ROCK PRODUCTS INC	19,848.83
CALEDONIA/CITY OF	20,692.76
CEDA	7,285.33
DUNN BLACKTOP COMPANY	1,277,781.28
ENTERPRISE FM	11,733.65
H & R ENTERPRISES LLC	4,319.00
HOUSTON COUNTY TREASURER	46,131.09
MEYERS LAWN SERVICE	2,060.00
MILESTONE MATERIALS	7,421.54
MINNESOTA ENERGY RESOURCES	2,632.28
MINNOWA CONSTRUCTION INC	395,267.76
MN STATE TREASURER	4,519.00
RCT SEWER & VAC LLC	2,225.00
RICHARD'S SANITATION LLC	22,056.32
SUMMIT FIRE PROTECTION	4,196.00
VISA	12,107.17
WEX BANK	7,230.18
	<hr/>
	1,883,992.79
49 VENDORS PAID LESS THAN \$2000.00	21,070.27
	<hr/>
	1,905,063.06

9/11/25, 3:18 PM

Mail - HoCo BOC - Outlook

PUBLIC HEALTH & HUMAN SERVICES

374,162.12

2,279,225.18

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