

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: October 21, 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, Interim Administrator Carol Lapham, Human Resource Officer Brent Parker, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, Engineer Brian Pogodzinski, Public Health Supervisor Jordan Knoke, and Financial Assistance Supervisor Karen Kohlmeyer

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

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

Motion was made by Commissioner Schuldt, seconded by Commissioner Zehnder, motion carried unanimously to approve the workgroup minutes from October 14, 2025.

Public Comment:

None.

APPOINTMENTS

None.

CONSENT AGENDA

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

- 1) Consider Initiating a competitive search for a 1 FTE Public Health and Human Services Department Social Worker (C41).
- 2) Consider approving Guardianship Contracts with Sandara and Mark Deneen and Chanda Brainerd.

ACTION ITEMS

File No. 1 – Commissioner Zehnder moved, Commissioner Schuldt seconded, motion carried unanimously to approve a quote from Subsurface Inc. in the amount of \$55,550 to repair and line a culvert pipe on CSAH 18 in the municipal section of Hokah.

File No. 2 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to approve low quote from Rogich Bros Concrete LLC for concrete repairs on CSAH 8 for \$25,200.

File No. 3 – Commissioner Myhre moved, Commissioner Wright seconded, motion unanimously carried to adopt Resolution No. 25-37 to approve the transfer of \$226,373 to regular construction allotment. Resolution is below.

COUNTY TRANSFER OF EXCESS MUNICIPAL FUNDS TO REGULAR FUNDS

RESOLUTION 25-37

COUNTY OF HOUSTON

WHEREAS, Minnesota Statute 162.08, Subd 4 (d), provides that accumulated balances in excess of two years of municipal account apportionments may be spent on projects located outside of municipalities under 5000 population when approved solely by resolution of the county board

NOW, THEREFORE, BE IT RESOLVED, that the Commissioner of Transportation transfer \$226,383 (all funds) in excess of two years apportionment into the Regular Construction Account.

File No. 4 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to approve MFIP Biennial Service Agreement 2026-2027.

File No. 5 – Commissioner Schuldt moved, Commissioner Wright seconded, motion unanimously carried to approve Child Care Assistance Program (CCAP) Plan.

File No. 6 – Commissioner Wright moved, Commissioner Zehnder seconded, motion unanimously carried to review and approve payments. Payments are below.

REVIEW LICENSE CENTER PAYMENTS

2025/10/09 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
FILLMORE SWCD	3,540.16
HAMMELL EQUIPMENT INC	2,360.70
INSIGHT PUBLIC SECTOR	4,270.29
WEIS GMC INC	5,430.45
WINONA CONTROLS INC	92,874.00
	<u>108,475.60</u>
19 VENDORS PAID LESS THAN \$2000.00	12,442.53
	<u>120,918.13</u>

**2025/10/21 COMMISSIONER'S
WARRANTS:**

VENDOR NAME	AMOUNT
ABILITY BUILDING COMMUNITY	2,044.36
ACEN TEK	4,512.17
BOLTON & MENK INC	3,000.00
BUREAU OF CRIMINAL APPREHENSION	2,160.00
CALEDONIA/CITY OF	17,786.32
CEDA	7,285.33
DIAMOND MOWERS LLC	3,488.12
HOKAH CO-OP OIL ASSN	4,462.37
HOUSTON COUNTY TREASURER	35,984.87
LIBERTY TIRE RECYCLING LLC	6,983.75
MATHY CONSTRUCTION	11,059.85
MAYO CLINIC	15,834.69
MINNESOTA ENERGY RESOURCES	2,318.95
MN STATE AUDITOR	7,378.50
MN STATE TREASURER	4,870.00
MNCCC	12,970.05
RICHARD'S SANITATION LLC	26,991.43
RIESTER REFRIGERATION INC	19,000.00
SCHUMACHER ELEVATOR COMPANY	5,715.82
SELCO	56,840.25
WEX BANK	7,073.82
WIEBKE TIRE CO	3,935.10
WINONA CONTROLS INC	3,009.24
	<u>264,704.99</u>
57 VENDORS PAID LESS THAN \$2000.00	24,476.50
	<u>289,181.49</u>
PUBLIC HEALTH & HUMAN SERVICES	236,044.87
	<u>525,226.36</u>

DISCUSSION ITEMS

The Commissioners discussed recent and upcoming meetings including a Planning Commission, AMC District 9 Meeting, Hiawatha Valley Mental Health, Safety, and Parks Committee meeting.

Interim Administrator Lapham and Public Health and Human Services staff said they were watching the federal government shutdown closely to see how it could affect the County.

Closing Public Comment:

None.

There being no further business, a motion was made by Commissioner Myhre, seconded by Commissioner Zehnder, motion unanimously carried to adjourn the meeting at 10:03 a.m. The next meeting would be a regular meeting on October 28th.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

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

**Date Submitted: 10/23/2025
By: Brent Parker, Human Resources Officer**

ACTION

- **Discussion and possible action on initiating a competitive search for Public Health and Human Services Director.**

APPOINTMENT REQUEST

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

HR CONSENT AGENDA REQUEST

- **Accept the resignation/retirement of John Pugleasa, Public Health and Human Services Director, effective December 19th, 2025, with thanks for his 9 years of service to the residents of Houston County.**

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

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

Date Submitted: October 20, 2025
By: Polly Heberlein – Auditor-Treasurer

CONSENT AGENDA REQUEST

Consider approving the Re-appointment of Manager Paul Fruechte to the Crooked Creek Watershed District for a three (3) year term to expire on 11/30/28. His current term ends on November 30, 2025.

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

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: 10/22/25 for the 10/28/25 Board Meeting

Person requesting appointment with County Board: Jeremy Burt

Issue:
Present County Ag Inspector Grant draft and request to sign on behalf of the county.

Attachments/Documentation for the Board's Review:
CAI Grant draft contract and updated budget table for the grant.

Justification:
Present to board for approval and request to sign on docusign on behalf of the county. Draft contract has been reviewed by the County Attorney.

Action Requested:
Board Approval

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



ENCUMBRANCE WORKSHEET

Mark this box if this is a RUSH	SWIFT CONTRACT NO:	PO NO:
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Please, allow 4 - 6 weeks for the entire contract process (5 - 7 business days for FBD, or 2-3 business days for rush requests).

MDA PREPARER/CONTACT: Emilie Justen	ORG: 112	AGENCY: AGRICULTURE B04
NEW CONTRACT/GRANT: New grant	AMENDMENT:	ROLL FORWARD:
DIVISION'S FINANCIAL ADVISOR: Seva Ekonomi	TYPE: Grant	ANNUAL PLAN LINE NUMBER:

FISCAL YEAR(S): 2026	TOTAL AMOUNT OF CONTRACT: \$10,300	SWIFT SUPPLIER NUMBER: 0000197295
CATEGORY CODE: 84101501	25K EVAL NEEDED: No	SWIFT SUPPLIER LOCATION: 1
ACCOUNT CODE: 441322	CONTRACT START DATE: 10/15/2025	SWIFT SUPPLIER ADDRESS: 7
TOTAL EWS AMOUNT: \$10,300	CONTRACT END DATE: 9/30/2026	SIGNATURES NEEDED BY DATE:

LAWS OF: MN Statutes § Chapter 34, Article 1, Section 2, Subd. 2 (g)

FUNDING STRING	FUNDING STRING	FUNDING STRING
FISCAL YEAR: 2026	FISCAL YEAR:	FISCAL YEAR:
FUND: 1000	FUND:	FUND:
DEPT ID: B04312GI	DEPT ID:	DEPT ID:
APPROP ID: B042G08	APPROP ID:	APPROP ID:
PC BUS UNIT:	PC BUS UNIT:	PC BUS UNIT:
PROJECT ID:	PROJECT ID:	PROJECT ID:
ACTIVITY:	ACTIVITY:	ACTIVITY:
SOURCE:	SOURCE:	SOURCE:
AMOUNT: \$10,300	AMOUNT:	AMOUNT:

FUNDING STRING	FUNDING STRING	FUNDING STRING
FISCAL YEAR:	FISCAL YEAR:	FISCAL YEAR:
FUND:	FUND:	FUND:
DEPT ID:	DEPT ID:	DEPT ID:
APPROP ID:	APPROP ID:	APPROP ID:
PC BUS UNIT:	PC BUS UNIT:	PC BUS UNIT:
PROJECT ID:	PROJECT ID:	PROJECT ID:
ACTIVITY:	ACTIVITY:	ACTIVITY:
SOURCE:	SOURCE:	SOURCE:
AMOUNT:	AMOUNT:	AMOUNT:

CONTRACT NAME & ADDRESS: <i>(Must match SWIFT Supplier Location ID, as listed on the contract)</i>	Houston County 304 S. Marshall St., #112 Caledonia, MN 55921
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SUPPLIER REMITTANCE ADDRESS: <i>(Must match SWIFT Supplier Address ID)</i>	_____

NOTES: [FY27 to be pulled in to the PO in July of 2026]

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

Swift Contract Number: [Swift Contract Number]

This Grant Contract Agreement is between the State of Minnesota, acting through its Department of Agriculture ("State") and Houston County of Minnesota ("Grantee").

Recitals

1. Under Minnesota Statutes 2025 Laws of Minnesota, Chapter 34, Article 1, Section 2, Subd. 2 (g), the State is empowered to enter into this Grant Contract Agreement.
2. The State is in need of duties to support the Noxious Weed Law.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

Grant Contract Agreement**1 Term of Grant Contract Agreement**

- 1.1. **Effective Date.** October, 15, 2025 or the date the State obtains all required signatures, whichever is later.
 - 1.1.1. Per [Minnesota Statutes § 16B.98, Subd. 5](#), the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.
 - 1.1.2. Per [Minnesota Statutes § 16B.98 Subd. 7](#), no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.
- 1.2. **Expiration Date.** September 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms.** The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Specifications, Duties, and Scope of Work; Subcontracting and Subcontract Payment; Liability; State Audits; Government Data Practices and Intellectual Property Rights; Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; Data Disclosure; Monitoring; Non-Discrimination Requirements.

2 Specifications, Duties, and Scope of Work

- 2.1. Grantee will perform the services outlined in Exhibit A: Specifications, Duties, and Scope of Work.
- 2.2. Comply with required grants management policies and procedures set forth through Minnesota Statutes § 16B.97, Subd. 4(a)(1).
- 2.3. Perform the duties and purchase and pay for goods and services for use in Minnesota as outlined in Specifications, Duties and Scope of Work (Exhibit A), which is attached and incorporated into this Grant Contract Agreement.
- 2.4. Be responsible for the administration, supervision, management, record keeping, and program oversight required for the work and purchasing performed under this agreement.

- 2.5. Collect and maintain source documentation associated with expenses incurred. Upon request, submit this documentation and reimbursement request worksheets provided by the State that detail grant expenditures by the budget categories as outlined in the Budget (Exhibit B), which is attached and incorporated into this Grant Contract Agreement. Source documentation includes, but is not limited to receipts, canceled checks, paid bills, payrolls, time and attendance records, contracts, invoices, requests for bids or other procurement documents, and subaward documents.
- 2.6. Provide progress reports on forms provided by the State by Fall 2026.
- 2.7. Submit annual reports on forms prescribed by the State annually and no later than 60 calendar days after the expiration of this contract, September 30, 2026.
- 2.8. Wait for the written approval by the State's Authorized Representative before making any requested changes to the budget or scope of work. Submit written requests for changes to the Budget (Exhibit B) before shifting funds between budget categories by more than 25 percent.
- 2.9. Facilitate a grant review meeting or "monitoring visit" as requested by the State.
- 2.10. Post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.
- 2.11. Monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative throughout the performance period of this grant; and maintain and adequate conflict of interest policy. Conflicts of interest are described in Exhibit C, which is attached and incorporated into this Grant Contract Agreement.

3 Time

- 3.1. The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within section 2.0 "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

4 Consideration and Terms of Payment

- 4.1. The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:
- 4.2. **Compensation.** The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed \$10,300 which shall be paid in accordance with the terms outlined in Exhibit B Payment Schedule, which is attached and incorporated into this Grant Contract Agreement. Funds made available pursuant to this agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified in Exhibits A and B and incorporated into the Grant Contract Agreement. The State, at its discretion, may hold back up to the final 25 percent of the grant award until all reporting requirements have been met and the final report has been received and accepted by the State's Authorized Representative.
- 4.3. **Administrative Costs.** Pursuant to [Minnesota Statutes § 16B.98, Subd. 1](#), the Grantee agrees any administrative costs are reasonable and necessary and assumes these costs as a condition of this Grant Contract Agreement.
- 4.4. **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed \$0 for expenditures incurred

according to the breakdown of costs contained in the Budget (Exhibit B). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.

4.5. Invoices. Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoiced expenses must occur after the contract effective date, and on or before the grant contract expiration date, September 30, 2026. Upon request, provide the State invoices containing itemized descriptions of their purchases and proofs of payment.

4.5.1. Invoices shall be itemized descriptions of purchases with receipts and proof of payment for expenditures. The Grantee may submit payment requests with the required expenditure documentation throughout the grant performance period.

4.5.2. All payment requests must be submitted no later than 45 calendar days after the expiration date of this Grant Contract Agreement, listed at paragraph 1.2. The Grantee must send invoices and supporting financial documentation, with progress reports and the final report, to the State's Authorized Representative and to MDA.Accounts-Payable@state.mn.us. All reports prescribed by the State must be completed and meet with the approval of the State's Authorized Representative before a payment is made to the Grantee.

4.6. Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

5 Conditions of Payment

5.1. All services provided by the Grantee under this Grant Contract Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. The Grantee accepts full financial responsibility for any reimbursement of grant funds due to the State as a result of the Grantee's noncompliance.

6 Contracting and Bidding Requirements

6.1. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.

6.2. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#) or [System for Award Management \(SAM.gov\)](#).

6.3. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

7 Authorized Representatives

7.1. The State's Authorized Representative is Emilie Justen, Noxious Weed Law, Training, and Grants Coordinator, emilie.justen@state.mn.us, 625 Robert St. N, St. Paul, MN 55155, 651-201-6360, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the

services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

- 7.2. The Grantee's Authorized Representative is Jeremy Burt, County Ag Inspector, 304 S. Marshall St. #112, Caledonia, MN 55921, JBurt@HoCoMN.gov, 507-725-5800 or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the State.

8 Assignment, Amendments, Waiver, and Contract Complete

- 8.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.
- 8.2. **Amendments.** Any amendment to this Grant Contract 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 Grant Contract Agreement or their successors.
- 8.3. **Waiver.** If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.
- 8.4. **Contract Complete.** This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

9 Subcontracting and Subcontract Payment

- 9.1. A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
- 9.2. The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) 1](#), and other relevant statutes and regulations; and that subaward performance goals are achieved.
- 9.3. During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- 9.4. No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 9.5. The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).
- 9.6. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10 Liability

- 10.1. The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed

to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

11 State Audits

- 11.1. Under [Minnesota Statutes § 16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

12 Government Data Practices and Intellectual Property Rights

- 12.1. **Government Data Practices.** The Grantee and 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 grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minnesota Statutes § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.
- 12.2. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 12.3. **Intellectual Property Rights.**
- 12.3.1. **Joint of Ownership of Intellectual Property Rights:** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract Agreement. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Contract Agreement. The ownership interests of the State and the Grantee in the Works and Documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this Grant Contract Agreement, except that the State's ownership interest in the Works and Documents shall not be less than fifty percent (50%). The party's ownership interest in the Works and Documents shall not be reduced by any royalties or revenues received from the sale of the products or licensing or other activities arising from the use of the Works and Documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the Works and Documents.
- 12.3.2. **Obligations:**
- A. Notification: Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and contractors, in the performance of this grant contract

Grant Contract Agreement Template for Nongovernmental organization through formula or single sole source process FY24: Updated July 2023 5 agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

- B. **Representation:** The Grantee shall perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or to replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the claim. This remedy of the State shall be in addition to and not exclusive of other remedies provided by law.

- 12.3.3. **Uses of the Works and Documents:** The State and Grantee shall jointly have the right to make, have made reproduce, modify, distribute, perform, and otherwise use the Works, including Documents produced under this Grant Contract Agreement, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contractual agreement between the parties.
- 12.3.4. **Possession of Documents:** The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.
- 12.3.5. **Suitability:** The rights and duties of the State and the Grantee, provided for above, shall survive the expiration or cancellation of this Grant Contract Agreement.

13 Workers Compensation

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

14 Governing Law, Jurisdiction, Venue

- 14.1. Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination

15.1. Termination by the State.

15.1.1. **Without Cause.** The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.1.2. **With Cause.** The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, 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.

15.2. **Termination by the Commissioner of Administration.** The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3. **Termination for Insufficient Funding.** The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume. The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

16 Publicity and Endorsement

16.1. **Publicity.** Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors or subrecipients. All projects primarily funded by state grant appropriations must publicly credit the State, including on the Grantee's website, when practicable.

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

17 Data Disclosure

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

18 Monitoring

- 18.1. The State shall be allowed at any time to conduct periodic site visits and inspections to ensure progress in accordance with this grant agreement. The State will conduct at least one monitoring visit on all state grants over \$25,000 and at least annual monitoring visits on grants over \$250,000. For this purpose, the Grantee must provide expense receipts, invoices, and any other documents requested by the State.

19 Non-Discrimination Requirements

- 19.1. The Grantee will conduct grant activities in compliance with non-discrimination law(s) including the [Minnesota Human Rights Act \(Minnesota Statutes § 363A\)](#), and any other applicable non-discrimination law(s).
- 19.2. The Grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified per [Minnesota Statutes § 363A.02](#). The Grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- 19.3. The Grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. [Minnesota Rules, Part 5000.3500](#).
- 19.4. The Grantee agrees to comply with the rules and relevant orders of the Minnesota Department Human Rights issued pursuant to the Minnesota Human Rights Act.

Exhibits

Exhibit A: Specifications, Duties, and Scope of Work

Duties:

1. Houston County will inspect and document weed complaints.
2. Will host local weed inspector training.
3. Will provide pesticide applicator testing.
4. Will attend MACAI short course.
5. Will assist with seed sampling.
6. Will inspect county roads for noxious weeds and enforce noxious weed law.
7. Will submit annual report to MDA.

Exhibit B: Budget

Category	Amount	In-Kind
Personnel x hrs @\$wage rate	\$	
Education/Outreach		
	\$1,192	
Travel	\$700	
Total	\$10,300	

Exhibit C: Conflict of Interest Requirements

Recipients of Minnesota Department of Agriculture grants are responsible for adopting local conflict of interest policies and procedures. As referenced in the Minnesota Department of Administration's Office Grants Management's Policy 08-01, a conflict of interest, actual, potential, or perceived, occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it. (Office of Grants Management, Policy 08-01).

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples included but not limited to:

- One party uses their position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member, or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

- For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily create a conflict of interest, depending on the nature of the relationship between the two parties.
- A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Individual Conflict of Interest:

A conflict of interest that may benefit an individual employee is any situation in which their judgment, actions, or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to an immediate family member, business, or organization with which they are involved.

- An employee uses their status or position to obtain special advantage, benefit, or access to the grantee or grant applicant's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties.
- A grantee, potential grantee, or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.
- Particular attention should be paid to any proposed Grant Contract agreement requirements that provide for the rendering of planning, consultation, evaluation, or similar activities that may inform decisions on future grant awards.

Signatures

State Encumbrance Verification

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

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

Grantee

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

Updated Budget Table:

Category	Amount	In-Kind
Personnel		
120hrs @\$47.52	\$5,702	
80hrs @ 30.18	\$2,414	
5hrs @ 87.81	\$439	
Education/Outreach	\$1,192	
Travel	\$700	
Total	\$10,300	

Houston County Agenda Request Form

Date Submitted: October 23, 2025

Board Date: October 28, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Project # SAP 28-610-021 for the bridge replacement on CSAH 10 by Minnowa Construction Inc 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 **25-38** Final Acceptance for SAP 028-610-021, Contract #5160 with Minnow Construction Inc for the bridge replacement on CSAH 10. Total cost was \$457,591.78.

WHEREAS, Contract for the Contract No. 5160 has in all things been completed, and the County Board being fully advised in the premises; and

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

For County Use Only

Reviewed by:

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

Recommendation:

Decision:

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

Houston County Highway Department

1124 E Washington St, Caledonia, MN 55921
SAP 028-610-021
Final Payment No. 3

Contractor: Minnowa Construction Inc.
850 Wickett Drive NW
P.O. Box 188
Harmony, MN 55939

Contract No. 5160 SAP 028-610-021
Vendor Number: 9652
Up To Date: 10/8/2025
Warrant # _____ **Date** _____

Contract Amount

Original Contract	\$461,933.57
Contract Changes	\$0.00
Revised Contract	\$461,933.57

Funds Encumbered

Original	\$461,933.57
Additional	N/A
Total	\$461,933.57

Work Certified To Date

Base Bid Items	\$457,591.78
Contract Changes	\$
Material On Hand	\$0.00
Total	\$457,591.78

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	\$457,591.78	\$0.00	\$434,712.19	\$22,879.59	\$457,591.78
Percent: Retained: 0%			Percent Complete: 99.06%		
Amount Paid This Final Payment				\$22,879.59	

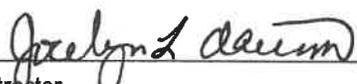
This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By _____

Approved By Minnowa Construction Inc.



County Engineer
Date 10/23/2025



Contractor
Date 10/17/25

Certificate of Final Contract Acceptance
Final Voucher Number: number

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

Dated 10/23/2025 Signature [Signature] County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$457,591.78 and agrees to the amount of \$22,879.59 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Minnowa Construction Inc. By Jocelyn L. Clarine
Signature

And _____ And _____ State of MN,
Signature Signature

On This 17th Day October, 2025, Before me appeared Jocelyn L. Clarine 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)

Jocelyn L. Clarine And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the controller and _____ of the

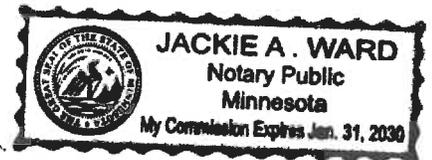
Minnowa Construction Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

controller and said _____ and _____

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

Notarial My Commission as Notary Public in Illwaco County

Seal Expires 1-31-30 Signature Jackie A. Ward



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
Certificate of Final Acceptance
Board Acknowledgment**

Contract Number: 5160 SAP 028-610-021
Contractor: Minnowa Construction Inc.
Date Certified: 10/8/2025
Payment Number: 3

WHEREAS; Contract No.5160 SAP 028-610-021 has in all things been completed, and the County Board being fully advised in the premises,

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

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Carol Lapham, Houston County Interim Administrator, within and for said county do hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated October 28, 2025 as shown in the minutes of the meeting in my possession.

Dated this 28th day of October, 2025

At Caledonia, Minnesota

Signed By _____

(SEAL)

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	6/24/2025	\$433,962.58	\$21,698.13	\$412,264.45
2	7/3/2025	\$23,629.20	\$1,181.46	\$22,447.74
3	10/8/2025	\$0.00	(\$22,879.59)	\$22,879.59
2	8/8/2025	\$0.00	(\$5,715.02)	\$5,715.02

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Non-Participating		\$173,060.51	\$0.00	\$164,407.49	\$8,653.02	\$173,060.51
Participating		\$284,531.27	\$0.00	\$270,304.70	\$14,226.57	\$284,531.27

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
5160 SAP 028-610-021 Reg Construction	Regular (CSAH)	\$15,781.20	\$319,965.91	\$319,965.91	\$315,624.12
5162 SAP 028-610-021 LBRP	LBRP	\$7,098.39	\$141,967.66	\$141,967.66	\$141,967.66

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	2021.501 MOBILIZATION (LUMP SUM)	5,501.370	0.60	0.00	\$0.00	0.60	\$3,300.82
Base Bid	2	2412.502 16X9 PRECAST CONCRETE BOX CULVERT END SECTION (EACH)	40,000.000	2.00	0.00	\$0.00	2.00	\$80,000.00
Base Bid	3	2412.503 16X9 PRECAST CONCRETE BOX CULVERT (LIN FT)	1,900.000	92.00	0.00	\$0.00	92.00	\$174,800.00
Base Bid	4	2451.507 COURSE AGGREGATE BEDDING (CV) (CU YD)	33.550	275.00	0.00	\$0.00	271.00	\$9,092.05
Base Bid	5	2511.507 RANDOM RIPRAP CLASS IV (CU YD)	42.950	335.00	0.00	\$0.00	352.00	\$15,118.40
Base Bid	6	2563.601 TRAFFIC CONTROL (LUMP SUM)	3,700.000	0.60	0.00	\$0.00	0.60	\$2,220.00

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
SAP 028-610-021
Final Payment No. 3

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	7	2021.501 MOBILIZATION (LUMP SUM)	5,501.370	0.40	0.00	\$0.00	0.40	\$2,200.55
Base Bid	8	2101.501 CLEARING AND GRUBBING (LUMP SUM)	3,750.000	1.00	0.00	\$0.00	1.00	\$3,750.00
Base Bid	9	2104.503 SAWING BIT PAVEMENT (FULL DEPTH) (LIN FT)	10.000	48.00	0.00	\$0.00	50.00	\$500.00
Base Bid	10	2104.504 REMOVE BITUMINOUS PAVEMENT (SQ YD)	2.500	1,972.00	0.00	\$0.00	1,972.00	\$4,930.00
Base Bid	11	2106.507 EXCAVATION - COMMON (P) (CU YD)	4.450	1,530.00	0.00	\$0.00	1,530.00	\$6,808.50
Base Bid	12	2106.507 COMMON EMBANKMENT (CU YD)	8.990	1,300.00	0.00	\$0.00	1,300.00	\$11,687.00
Base Bid	13	2211.509 AGGREGATE BASE CLASS 5 (TON)	16.950	1,483.00	0.00	\$0.00	1,574.57	\$26,688.96
Base Bid	14	2211.509 AGGREGATE BASE CLASS 5 MOD (TON)	17.650	1,054.00	0.00	\$0.00	1,017.51	\$17,959.05
Base Bid	15	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	20.000	130.00	0.00	\$0.00	136.51	\$2,730.20
Base Bid	16	2360.509 TYPE SP (12.5) WEARING COURSE MIX (3,C) (TON)	146.000	483.00	0.00	\$0.00	460.00	\$67,160.00
Base Bid	17	2442.501 REMOVE EXISTING BRIDGE (LUMP SUM)	4,950.000	1.00	0.00	\$0.00	1.00	\$4,950.00
Base Bid	18	2563.601 TRAFFIC CONTROL (LUMP SUM)	3,700.000	0.40	0.00	\$0.00	0.40	\$1,480.00
Base Bid	19	2573.503 SILT FENCE, TYPE HI (LIN FT)	4.000	32.00	0.00	\$0.00	15.00	\$60.00

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	20	2573.503 SILT FENCE, TYPE MS (L F)	2.250	600.00	0.00	\$0.00	641.00	\$1,442.25
Base Bid	21	2575.501 TURF ESTABLISHMENT (LUMP SUM)	4,100.000	1.00	0.00	\$0.00	1.00	\$4,100.00
Base Bid	22	2575.504 ROLLED EROSION PREVENTION CATEGORY 20 (SQ YD)	2.250	6,070.00	0.00	\$0.00	4,871.00	\$10,959.75
Base Bid	23	2582.503 4" DOUBLE SOLID LINE PAINT (LIN FT)	3.250	725.00	0.00	\$0.00	729.00	\$2,369.25
Base Bid	24	2582.503 6" SOLID LINE PAINT (LIN FT)	2.250	1,450.00	0.00	\$0.00	1,460.00	\$3,285.00
Base Bid Totals:						\$0.00		\$457,591.78

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SAP 028-610-021	Participating	\$0.00	\$284,531.27
SAP 028-610-021	Non-Participating	\$0.00	\$173,060.51

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	\$457,591.78
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

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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
Non-Participating	7	2021.501 MOBILIZATION (LUMP SUM)	5,501.370	0.40	0.00	\$0.00	0.40	\$2,200.55
Non-Participating	8	2101.501 CLEARING AND GRUBBING (LUMP SUM)	3,750.000	1.00	0.00	\$0.00	1.00	\$3,750.00
Non-Participating	9	2104.503 SAWING BIT PAVEMENT (FULL DEPTH) (LIN FT)	10.000	48.00	0.00	\$0.00	50.00	\$500.00
Non-Participating	10	2104.504 REMOVE BITUMINOUS PAVEMENT (SQ YD)	2.500	1,972.00	0.00	\$0.00	1,972.00	\$4,930.00
Non-Participating	11	2106.507 EXCAVATION - COMMON (P) (CU YD)	4.450	1,530.00	0.00	\$0.00	1,530.00	\$6,808.50
Non-Participating	12	2106.507 COMMON EMBANKMENT (CU YD)	8.990	1,300.00	0.00	\$0.00	1,300.00	\$11,687.00
Non-Participating	13	2211.509 AGGREGATE BASE CLASS 5 (TON)	16.950	1,483.00	0.00	\$0.00	1,574.57	\$26,688.96
Non-Participating	14	2211.509 AGGREGATE BASE CLASS 5 MOD (TON)	17.650	1,054.00	0.00	\$0.00	1,017.51	\$17,959.05
Non-Participating	15	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	20.000	130.00	0.00	\$0.00	136.51	\$2,730.20
Non-Participating	16	2360.509 TYPE SP (12.5) WEARING COURSE MIX (3.C) (TON)	146.000	483.00	0.00	\$0.00	460.00	\$67,160.00

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
Non-Participating	17	2442.501 REMOVE EXISTING BRIDGE (LUMP SUM)	4,950.000	1.00	0.00	\$0.00	1.00	\$4,950.00
Non-Participating	18	2563.601 TRAFFIC CONTROL (LUMP SUM)	3,700.000	0.40	0.00	\$0.00	0.40	\$1,480.00
Non-Participating	19	2573.503 SILT FENCE, TYPE HI (LIN FT)	4.000	32.00	0.00	\$0.00	15.00	\$60.00
Non-Participating	20	2573.503 SILT FENCE, TYPE MS (L F)	2.250	600.00	0.00	\$0.00	641.00	\$1,442.25
Non-Participating	21	2575.501 TURF ESTABLISHMENT (LUMP SUM)	4,100.000	1.00	0.00	\$0.00	1.00	\$4,100.00
Non-Participating	22	2575.504 ROLLED EROSION PREVENTION CATEGORY 20 (SQ YD)	2.250	6,070.00	0.00	\$0.00	4,871.00	\$10,959.75
Non-Participating	23	2582.503 4" DOUBLE SOLID LINE PAINT (LIN FT)	3.250	725.00	0.00	\$0.00	729.00	\$2,369.25
Non-Participating	24	2582.503 6" SOLID LINE PAINT (LIN FT)	2.250	1,450.00	0.00	\$0.00	1,460.00	\$3,285.00
Participating	1	2021.501 MOBILIZATION (LUMP SUM)	5,501.370	0.60	0.00	\$0.00	0.60	\$3,300.82
Participating	2	2412.502 16X9 PRECAST CONCRETE BOX CULVERT END SECTION (EACH)	40,000.000	2.00	0.00	\$0.00	2.00	\$80,000.00
Participating	3	2412.503 16X9 PRECAST CONCRETE BOX CULVERT (LIN FT)	1,900.000	92.00	0.00	\$0.00	92.00	\$174,800.00
Participating	4	2451.507 COURSE AGGREGATE BEDDING (CV) (CU YD)	33.550	275.00	0.00	\$0.00	271.00	\$9,092.05
Participating	5	2511.507 RANDOM RIPRAP CLASS IV (CU YD)	42.950	335.00	0.00	\$0.00	352.00	\$15,118.40

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
Participating	6	2563.601 TRAFFIC CONTROL (LUMP SUM)	3,700.000	0.60	0.00	\$0.00	0.60	\$2,220.00
Totals:						\$0.00		\$457,591.78

RESOLUTION NO. 25-38

**FINAL ACCEPTANCE FOR SAP 028-620-021
CONTRACT # 5160**

MINNOWA CONSTRUCTION INC

OCTOBER 28, 2025

WHEREAS, Contract No. 5160 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 October 28, 2025.

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

Signed by _____

Interim Houston County Administrator



Auditor Warrants 2025/10/17

From Lynn Colsch <LColsch@HoCoMN.gov>

Date Thu 10/23/2025 11:52 AM

To HoCo BOC <BOC@HoCoMN.gov>

**REVIEW LICENSE CENTER
PAYMENTS**

**2025/10/17 AUDITOR
WARRANTS:**

VENDOR NAME	AMOUNT
HOUSTON COUNTY TREASURER	67,405.07
MIENERGY COOPERATIVE	3,244.57
VISA	7,543.28
	<u>78,192.92</u>
3 VENDORS PAID LESS THAN \$2000.00	148.73
	<u><u>78,341.65</u></u>

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



Auditor Warrants 2025/10/22

From Lynn Colsch <LColsch@HoCoMN.gov>

Date Thu 10/23/2025 11:53 AM

To HoCo BOC <BOC@HoCoMN.gov>

**REVIEW LICENSE CENTER
PAYMENTS**

**2025/10/22 AUDITOR
WARRANTS:**

VENDOR NAME	AMOUNT
HOUSTON COUNTY TREASURER	74,679.53
TREASURER SCHOOL DISTRICT 239	14,384.38
TREASURER SCHOOL DISTRICT 294	248,001.89
TREASURER SCHOOL DISTRICT 297	193,484.07
TREASURER SCHOOL DISTRICT 299	335,307.22
ISD 300 TREASURER	823,217.34
	<u>1,689,074.43</u>
1 VENDOR PAID LESS THAN \$2000.00	1,440.82
	<u><u>1,690,515.25</u></u>

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Commissioner Warrants 2025/10/28

From Lynn Colsch <LColsch@HoCoMN.gov>

Date Thu 10/23/2025 11:54 AM

To HoCo BOC <BOC@HoCoMN.gov>

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

REQUEST APPROVAL FOR PAYMENT

**2025/10/28 COMMISSIONER'S
WARRANTS:**

VENDOR NAME	AMOUNT
CALEDONIA PUBLIC SCHOOLS	16,819.09
COMMISSIONER OF TRANSPORTATION	5,808.04
COMPUTER FORENSIC SERVICES LLC	48,301.41
ENTERPRISE FM	11,199.61
GAK DIVERSIFIED INC	2,001.78
HOUSTON PUBLIC SCHOOLS-ISD 294	10,425.44
INDEPENDENT DISTRICT 300	24,334.00
LAWRENCE LAKE MARINA	2,025.70
NUSS TRUCK & EQUIPMENT	158,857.02
SPRING GROVE PUBLIC SCHOOL #297	8,421.47
WIEBKE TIRE CO	4,418.88
	<hr/> 292,612.44
26 VENDORS PAID LESS THAN \$2000.00	15,080.70
	<hr/> 307,693.14
PUBLIC HEALTH & HUMAN SERVICES	31,890.19
	<hr/> <hr/> 339,583.33

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