

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: April 28, 2026

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

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

Others Present: Interim Auditor/Treasurer Polly Heberlein, Fillmore County Journal Reporter Charlene Selbee, The Caledonia Argus Associate Editor Katia Gorsuch, Finance Director Carol Lapham, Coordinator Brent Parker, EDA Director & Coordinator Support Allison Wagner, Social Services Director Bethany Moen, Environmental Services Director Amelia Meiners, UMN Extension Regional Director Lisa Dierks, UMN Extension Educator Katie Drewitz, and Mark Klinski

Presiding: Chairperson Myhre

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Johnson, seconded by Commissioner Wright, motion unanimously carried to approve the meeting minutes from April 21, 2026.

Public Comment:

None.

APPOINTMENTS

Lisa Dierks, Extension Regional Director, and Katie Drewitz, Extension Educator gave a am UMN Extension Update on Agriculture & Horticulture Programing to the board. Drewitz shared two impact statements with the board from 2025. One discussed the year in review and the other highlighted the 19 active members and 4 emeritus active volunteers from the Houston County Extension Master Gardeners. In 2025 the Master Gardeners had put in 1,865.45 volunteer hours. Drewitz discussed Extension annual programming, events, and activities including private pesticide applicator training, gardening webinars, Tessmer Farm Safety Day, Youth Tractor Safety, Farm Family of the Year, Land Rent Survey, Houston County Extension Master Gardeners, Farm Transition Workshop, Pruning Workshops, and attending the Bluff Country Collaborative Career Fair and Hiring Event. The pesticide applicator training was a

requirement, and the training had reached 164 applicators in Houston County. The gardening workshops had an average of 500+ viewers. The Tesmer Farm Safety Day was available to all public, private, and home schoolers. 200-300 4th grade students were expected to attend in 2026. The event had 50+ community volunteers and 35+ community sponsors. Youth ages 14+ were offered Youth Tractor Safety. The safety course was required to operate machinery over 20hP on farms or businesses not owned by parents for youth 14-15 years of age. It included 10 hours of online education in addition to 16 hours of in-person training. In 2025 the Lee, Jordan, and Rachelle Meyer Family had been the Farm Family of the year. Dierks and Drewitz thanked the County board for their support. The Commissioners thanked Extension for their work.

EDA Director & Coordinator Support Wagner presented the 2025 Economic Development Authority Annual Report to the board. She said connecting people was a huge part of what the EDA board and their partners did each year. She said this could be connecting a new entrepreneur to a longstanding business leader for mentorship, connecting a business to working capital, helping a community organization find grant funding, bringing together industry partners to brainstorm sustainability ideas, and connecting people to one another. Wagner said one of the EDA's goals in 2026 was to try to connect people to anything they may need right in Houston County. The EDA knew Houston County was vibrant with lots of opportunities, local events, and resources, but sometimes there were misconceptions and people did not look for things in the County simply because they did not realize they existed. The EDA worked hard to educate the public on all the County had to offer. The EDA was dedicated to promoting and developing a healthy business community. The EDA had a low interest loan program that could be used as gap financing for starting or expanding businesses in Houston County. The 2026 rate and terms were 3.5% for seven or 10 years. At the end of 2025 there were 14 active EDA loans, loaned to Houston County businesses, and to date the EDA revolving loan fund had \$246,671.77 available to lend. Wagner said in 2025 the EDA's featured project was the Sno Pac Foods cold storage facility. This had been the largest project to cross the desks of the EDA board. This was a 7 million dollar project that would create much needed cold storage space not only for Sno Pac Foods but also for other smaller local businesses in the County that Sno Pac would rent cold storage space to. EDA partnerships included the Bluff Country Collaborative, Childcare Initiative, Farming Initiative, Houston Area Preservation Initiative, and Housing Initiative. EDA area partnerships included Keep Company Co-Working Space in La Crescent and the Root River Trail Expansion partnership between the County and cities of Houston, Hokah, and La Crescent. The Bluff Country Collaborative had celebrated 8 years in 2025. This was a partnership between Houston and Fillmore County EDA, area schools including all Houston County High Schools, Workforce Development Inc., Perkins, SSC, and local businesses. The collaborative created work-based learning opportunities for local students strengthening workforce pipelines. Each year the EDA helped find grants and collect business contributions to continue the program. In 2025 the Houston County Childcare Core Team awarded \$38,558.20 in grant dollars to Houston County Childcare providers. This added 16 slots and preserved 16 additional slots. In total, since starting to use the funding, the Houston County Childcare Core Team had helped preserve 137 slots, and helped create 26 new slots with the funding. In 2026 funds had been awarded to Caledonia CAPS Care and Eagle Care for their childcare expansion in La Crescent.

CONSENT AGENDA

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

- 1) Hire Jessica Meyer as a 1 FTE Adult Social Worker (C41 – Step 3). With a start date of May 18, 2026.
- 2) Transfer Melissa Jordan from 1 FTE Child Support Officer (B24) to a 1 FTE Appraiser Trainee (B22 step 9) effective 5/4/2026.
- 3) Review and approve payments. Payments are below.

REQUEST APPROVAL FOR PAYMENTS

2026/04/28 COMMISSIONER WARRANTS:

VENDOR NAME	AMOUNT
ERICKSON ENGINEERING LLC	3,300.00
INSIGHT PUBLIC SECTOR	5,474.14
LIBERTY TIRE RECYCLING LLC	6,939.85
NEWMAN SIGNS INC	2,153.77
RDO EQUIPMENT CO INC	59,437.20
TRIMIN SYSTEMS INC	7,500.00
	<hr/> 84,804.96
18 VENDORS PAID LESS THAN \$2000.00	8,809.25
	<hr/> 93,614.21
PUBLIC HEALTH & HUMAN SERVICES	40,292.78
	<hr/> <hr/> 133,906.99

ACTION ITEMS

File No. 1 – The Commissioners discussed the possibility of approving a competitive search for 1 FTE Environmental Services Specialist for land use. Commissioner Myhre questioned the need for the position. Parker said the goal was to look at making a land use department. Although the position was not budgeted the plan was to not replace a future retirement in July in the Surveyor’s office. The land use department would include surveying. Commissioner Wright said she did not see the workload decreasing in land use. She said the County had a duty to the public to process applications in a timely manner. Environmental Services Director Meiners said the position was needed to keep up with the workload and provide faster service to the public. Motion was made by Commissioner Johnson, seconded by Commissioner Schuldt, motion

unanimously carried to approve a competitive search for 1 FTE Environmental Services Specialist (Land Use) (B24). The Commissioners voted by roll. All Commissioners voted yes.

DISCUSSION ITEMS

Coordinator Parker said the Clean Sweep Event the previous weekend had went well. 164 people had come through the line. The event had record attendance. A total of 3,803 bulbs had been collected in addition to other items. The event had been busy, but very efficient.

The Commissioners discussed recent and upcoming meetings including a Department Head, Planning Commission, Extension, and Airport meeting.

Commissioner Myhre said he wanted to look into changing the quarter, quarter rule. Commissioner Myhre was in favor of changing the rule to increase housing density in the County and he thought there were six townships who wanted the rule changed, too. Commissioner Johnson said he disagreed. The matter had been discussed at a recent meeting with the Townships and in a full room only two people representing the townships had raised their hands in favor of the possibility of changing the rule. The Townships had been asked by Commissioner Myhre at the meeting to send results of discussions on the matter from their annual meetings to the County. Only six townships out of 17 had responded and the results were mixed. Commissioner Schuldt said he thought the matter should be looked into. Commissioner Wright said many of the townships still had additional questions. It was discussed that information on the current rule should be shared with the public to make sure they understood the current rule as there was some confusion. Environmental Services Director Meiners offered to attend Township meetings over the summer to discuss the current rule and if Townships had concerns or questions. It was also discussed that Townships could possibly be invited to workgroup sessions to discuss the matter. The possibility of holding public hearings on the matter was also mentioned. No official decisions were made.

Closing Public Comment:

Commissioner Myhre asked Mark Klinski from one of the townships his opinion on the possibility of changing the quarter, quarter rule. Klinski said he thought the townships should be involved in the discussion and suggested inviting Township officers to workgroup sessions to discuss.

There being no further business, a motion was made by Commissioner Wright, seconded by Commissioner Johnson, motion unanimously carried to adjourn the meeting at 10:34 a.m. The next meeting would be a regular meeting on May 5, 2026.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Brent Parker, Coordinator



HOUSTON COUNTY

BOARD OF COMMISSIONER MEETING

AGENDA REQUEST FORM

Historic Courthouse
304 S Marshall Street
Caledonia, MN 55921

Board Meeting Date:
Date Request Submitted:
Submitted By (Name and Title):

Please fill in item(s) requested for agenda in correct category below. Add numbers as needed.

Appointment Request:

Consent Agenda Request:

- 1) Accept resignation from Rebecca Larson (Eligibility Worker), effective May 15th, 2026, with 6 years of service.
- 2) Approve a competitive search for a 1 FTE Eligibility Worker.
- 3) Hire Brooklyn Wallin as a 1 FTE Adult Social Worker (C41 – Step 1) With a start date of March 30th, 2026.
- 4) Transfer Bryce Helke from Temporary Transport Officer to a 67-day employee Deputy effective immediately

Action Item Request:

- 1) Consider Ordinance 18. An Ordinance of the County of Houston to Regulate Firearms used in Deer Hunting.

Discussion Item:

- 1)

Background/additional information can be typed below and/or included with request:

Note: Please submit all agenda request forms and supporting documentation to the BOC email at **BOC@HoCoMN.gov** by noon the Thursday before each BOC meeting to be included on the agenda. If your department needs a resolution number, please ask for the number ahead of time via the BOC email. Resolutions should be emailed in word format so they can be easily copied and pasted into the meeting minutes. Departments are responsible for scheduling their own public hearings, but please email the BOC to verify a date and time is available prior to advertising the hearing to ensure we do not double book times. Questions regarding agenda requests and board meetings can be sent to the BOC email. Thank you!

COUNTY OF HOUSTON
STATE OF MINNESOTA

ORDINANCE No: 18

**AN ORDINANCE OF THE COUNTY OF HOUSTON TO REGULATE FIREARMS
USED IN DEER HUNTING**

THE HOUSTON COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS AS
FOLLOWS:

Section 1. Authority

Houston County has the authority to limit the type(s) of firearms that may be used to hunt deer within the County pursuant to Minn. Stat. §97B.031, subd. 7.

Section 2. Firearms Limited

Only the following types of firearms may be used to take deer within Houston County: legal shotguns loaded with single-slug shotguns shells; legal muzzle-loading long guns; or legal handguns.

Section 3. Unlawful Firearms

It shall be unlawful to use a firearm other than those described in Section 2 to take deer in Houston County.

Section 4. Penalties

A violation of this ordinance shall be a misdemeanor offense, punishable by up to ninety (90) days in jail, a fine of up to \$1,000.00, or both.

Section 5. Enforcement

The Houston County Sheriff has the authority to enforce the provisions of this ordinance within Houston County.

Section 6. Effective Date

This ordinance shall be effective upon adoption and shall remain in effect until modified or repealed as provided in Minn. Stat. §97B.031, subd. 7.

REQUEST APPROVAL FOR PAYMENTS**2026/05/05 COMMISSIONER WARRANTS:**

VENDOR NAME	AMOUNT
ARISTOTLE INSIGHT	7,674.45
BAYCOM INC	17,334.00
CALEDONIA OIL CO INC	5,460.00
COMPUTER FORENSIC SERVICES LLC	48,301.41
CUSTOM TRUCK ONE SOURCE LLC	2,803.16
DELTA DENTAL	8,320.32
FASTENAL COMPANY	2,356.09
GROUNDBREAKING CONNECTIONS LLC	7,083.33
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	28,475.00
JONES LAW FIRM	3,195.00
MEDICA	264,185.60
MN LIFE INSURANCE COMPANY	2,562.43
MNCCC	7,080.00
MN UI-PFML	36,129.98
OFFICE OF MNIT SERVICES	3,907.40
OLYMPIC BUILDERS GENERAL CONTRAC	215,650.00
STONEBROOKE ENGINEERING INC	5,201.43
TSG SERVER & STORAGE INC	44,950.00
VERIZON WIRELESS	2,946.23
WILDCAT CREEK MANAGEMENT LLC	5,343.80
WS TRUCKING & CONSTRUCTION LLC	9,160.00
	<u>728,119.63</u>
14 VENDORS PAID LESS THAN \$2000.00	<u>7,485.06</u>
	735,604.69
PUBLIC HEALTH & HUMAN SERVICES	<u>42,746.92</u>
	<u><u>778,351.61</u></u>



HOUSTON COUNTY

BOARD OF COMMISSIONER MEETING

AGENDA REQUEST FORM

Historic Courthouse
304 S Marshall Street
Caledonia, MN 55921

Board Meeting Date: 5/5/2026

Date Request Submitted: 4/30/2026

Submitted By (Name and Title): Amelia Meiners, Environmental Services Director

Please fill in item(s) requested for agenda in correct category below. Add numbers as needed.

Appointment Request:

Consent Agenda Request:

Action Item Request:

Final approval/denial by the County Board for the following applications:

- 1) Consider approving or denying a Conditional Use Permit (CUP) for Ryan and Stephanie Schuldt for a single-family non-farm dwelling on less than 40 acres in an Agricultural Protection District in Spring Grove Township.
- 2) Consider approving or denying a Conditional Use Permit (CUP) for Douglas and Julie Heintz Trust to build a manure storage structure with a capacity over 20,000 gallons in Sheldon Township.
- 3) Consider approving or denying a Conditional Use Permit (CUP) for The Towers, LLC to build a telecommunications tower in an Agricultural Protection District in Crooked Creek Township.

Discussion Item:

Background/additional information can be typed below and/or included with request:

The agenda, hearing notice, findings, and board packet are included with this request.

The Planning Commission meeting was on 4/23/2026. The Planning Commission recommended the Houston County Board approve the CUP requests for Ryan and Stephanie Schuldt, Douglas and Julie Heintz Trust, and The Towers, LLC. The revised fall zone letter for The Towers, LLC along with additional information was submitted after the Planning Commission meeting and is included with the packet.

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**HOUSTON COUNTY
BOARD OF ADJUSTMENT AND
PLANNING COMMISSION
AGENDA
Thursday, April 23, 2026**

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

BOARD OF ADJUSTMENT

Approve Minutes for March 26, 2026.

VARIANCE HEARINGS:

- 5:00 pm ***Daniel & Tammy Kramer – Winnebago Township***
1) Variance to reduce toe of bluff setback requirements for a proposed accessory structure (Section 29.17, Subd. 1).
2) Variance to reduce front yard setback requirements for an existing structure (Section 14-14.7, Subd. 2).
- 5:15 pm ***Peter Van Gundy – Houston Township***
Variance to reduce ordinary high-water level setback requirements for a proposed ag building (Section 22.6, Subd. 4, Subs. 1 (a)).

PLANNING COMMISSION

Approve Minutes for March 26, 2026

CONDITONAL USE HEARINGS:

- 5:30 pm ***Ryan & Stephanie Schuldt – Spring Grove Township***
Conditional Use Permit to build a dwelling on less than 40 acres in an Agricultural Protection District (Section 14-14.3, Subd. 1, Subs. 10).
- 5:50 pm ***Douglas & Julie Heintz Trust – Sheldon Township***
Conditional Use Permit to build a manure storage structure with a capacity over 20,000 gallons (Section 14.3, Subd. 1 (18)).
- 6:10 pm ***Buell Consulting, Inc. on behalf of The Tower, LLC – Crooked Creek Township***
Conditional Use Permit to build a telecommunication tower in an Agricultural Protection District (Section 14-14.3, Subd. 1, Subs. 11).

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Ryan and Stephanie Schuldt, 803 S Pine St, Caledonia, MN 55921, for a Conditional Use Permit to build a dwelling on under 40 acres in the Agricultural Protection District (Section 14 – 14.3 Conditional Uses, Subdivision 1, Subsection 10) in Spring Grove Township on the following premises, to-wit:

PT E1/2 SE1/4, Section 24, Township 101, Range 7, Houston County, Minnesota.
(Parcel #13.0309.003)

Said applicant standing and making application is as holder and owner of an enforceable option to purchase full interest in said described lands.

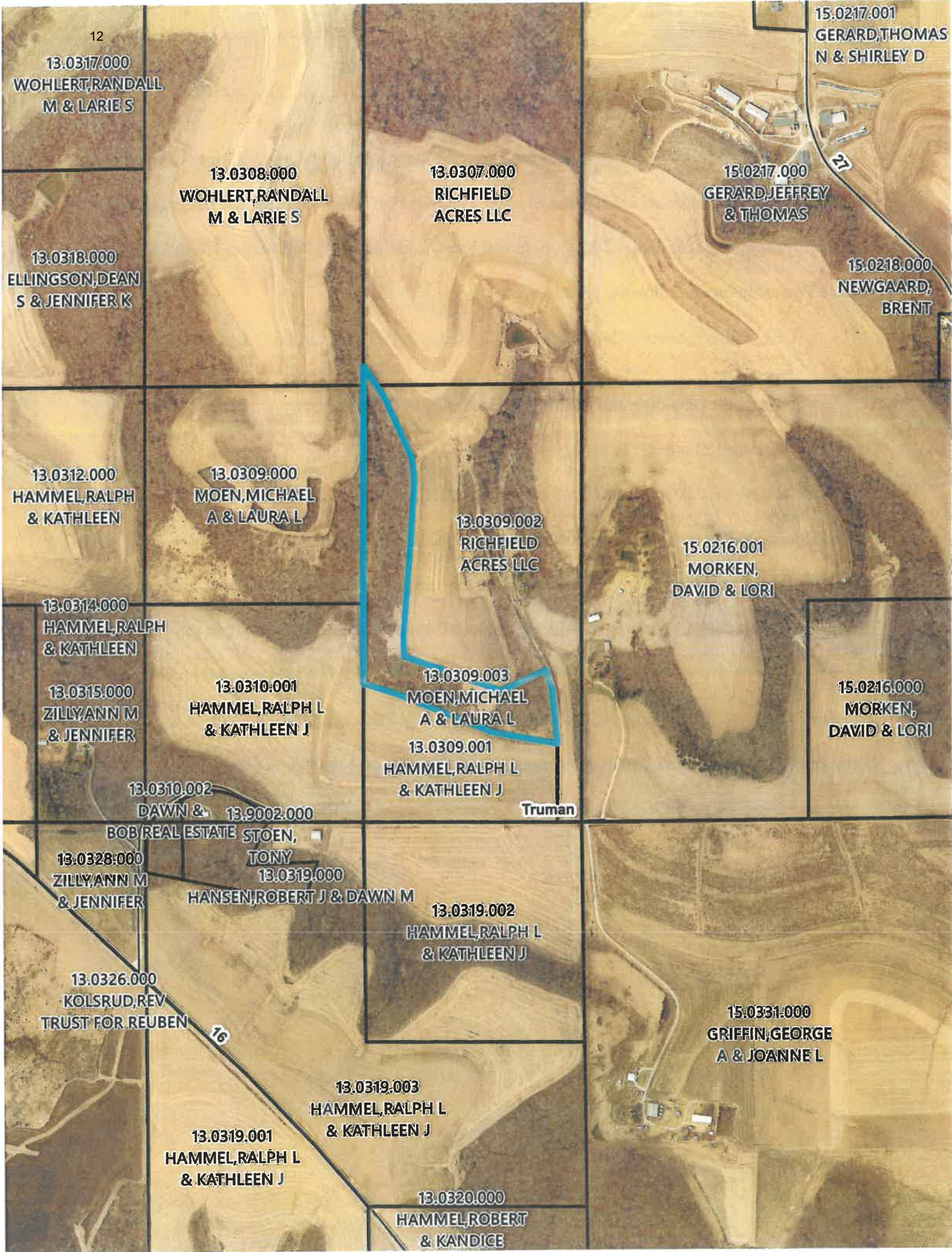
A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 5:30 p.m. on Thursday, April 23, 2026.

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, April 14, 2026 to be included for review prior to the hearing. All comments are considered public record.

HOUSTON COUNTY PLANNING COMMISSION

By Amelia Meiners
Zoning Administration

ADV: April 8, 2026



12

13.0317.000
WOHLERT,RANDALL
M & LARIE S

15.0217.001
GERARD,THOMAS
N & SHIRLEY D

13.0308.000
WOHLERT,RANDALL
M & LARIE S

13.0307.000
RICHFIELD
ACRES LLC

15.0217.000
GERARD,JEFFREY
& THOMAS

15.0218.000
NEWGAARD,
BRENT

13.0318.000
ELLINGSON,DEAN
S & JENNIFER K

13.0312.000
HAMMEL,RALPH
& KATHLEEN

13.0309.000
MOEN,MICHAEL
A & LAURA L

13.0309.002
RICHFIELD
ACRES LLC

15.0216.001
MORKEN,
DAVID & LORI

13.0314.000
HAMMEL,RALPH
& KATHLEEN

13.0310.001
HAMMEL,RALPH L
& KATHLEEN J

13.0309.003
MOEN,MICHAEL
A & LAURA L

15.0216.000
MORKEN,
DAVID & LORI

13.0315.000
ZILLY,ANN M
& JENNIFER

13.0309.001
HAMMEL,RALPH L
& KATHLEEN J

13.0310.002
DAWN & BOB REAL ESTATE
STOEN, TONY

Truman

13.0328.000
ZILLY,ANN M
& JENNIFER

13.0319.000
HANSEN,ROBERT J & DAWN M

13.0319.002
HAMMEL,RALPH L
& KATHLEEN J

13.0326.000
KOLSRUD,REV
TRUST FOR REUBEN

15.0331.000
GRIFFIN,GEORGE
A & JOANNE L

13.0319.003
HAMMEL,RALPH L
& KATHLEEN J

13.0319.001
HAMMEL,RALPH L
& KATHLEEN J

13.0320.000
HAMMEL,ROBERT
& KANDICE

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: ***Ryan and Stephanie Schuldt*** DATE: ***April 23, 2026***

C.U.P. REQUESTED: ***To build a single-family non-farm dwelling on less than 40 acres in the Agricultural Protection District.***

FINDINGS OF FACT

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

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

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

Staff Analysis: The Land Use Plan promotes the protection of agricultural land and the fact that non-farm dwellings are restricted from being located on prime soils supports the Land Use Plan.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The applicants have been looking for a property in the country for years and now have the ability to purchase some land from her parents that was once part of her grandmother's family farm. In addition, this will allow them to garden more and be better stewards of the land than may be possible when trying to manage from a distance.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: An erosion control plan will be required prior to any excavation and strict adherence is required to mitigate runoff concerns during and post construction. In addition, a septic system will be installed per Minnesota Chapter 7080.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The applicant will need to meet all requirements of their erosion control plan to ensure adequate treatment of stormwater runoff with best management practices before, during and after construction.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The Soil Survey – Houston County identifies slope and bedrock as concerns for building site development but 1898F also notes slope as 25-50% which is not accurate for the proposed dwelling location. Because of bedrock concerns staff encouraged the applicants to be proactive in understanding whether septic requirements could be met. The site has been

preliminarily reviewed by a licensed septic contractor and determined to meet the requirement for two standard system locations. They have also consulted an excavating contractor to confirm that road and site standards can be met.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The applicant states they will minimize soil disturbances through implementation of best management practices during the construction process as much as possible and a septic system designed to meet minimum state requirements will be installed.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Since this is a brand-new site the applicants are prepared to add any necessary utilities, roads, and drainage. A septic contractor and excavator were consulted to ensure that satisfactory results are achievable prior to making the application.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: N/A

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

Staff Analysis: The primary use of the surrounding acreage is agricultural in nature. There are a couple farm dwellings in the vicinity but overall, this area is very undeveloped. A cannabis cultivation facility was recently permitted north of this proposal, and the applicants are aware of that permitted facility and there are no required setbacks for single family dwellings.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: This dwelling meets the density standard in the ag protection district and orderly development meeting ordinance standards can still take place on surrounding vacant property.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: N/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: This request meets the required agricultural protection district density limitations.

Board agreed to the finding by a unanimous vote.

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: The addition of a dwelling adhering to local requirements should not negatively affect the public's health, safety, morals and general welfare.

Board agreed to the finding by a unanimous vote.

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

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

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

Josh Gran made a motion to recommend the Houston County Board approve a Conditional Use Permit for a single-family non-farm dwelling on less than 40 acres in the Agricultural Protection District with three conditions in Spring Grove Township:

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permitholder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. The new parcel boundary must be substantially similar to the proposed property boundary provided in the application.

Johnathon Glasspoole seconded. A roll call vote was taken. All were in favor. Motion carried.

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 4/15/2026

Application Date: 3/13/2026
Hearing Date: 4/23/2026
Petitioner: Ryan and Stephanie Schuldt
Reviewer: Amelia Meiners
Zoning: Ag Protection
Address: TBD Truman Drive
Township: Spring Grove
Parcel Number: 13.0309.003
Submitted Materials: CUP Application

OVERVIEW

REQUEST

The applicant is seeking a conditional use permit to build a dwelling on less than 40 acres in the agricultural protection district of Spring Grove Township.

SUMMARY OF NOTEWORTHY TOPICS

This is a 17-acre parcel near the end of Truman Drive in Spring Grove Township about two miles southeast of Spring Grove. The applicants plan to purchase a portion of this parcel from her parents to construct a dwelling.



Figure 1. Looking north at the proposed building site.

The Houston County Zoning Ordinance (HCZO) 14.3 subd.1 (10) requires the following:

(10) Dwellings. Single-family non-farm dwellings subject to the following:

- (a) No more than one (1) dwelling per quarter-quarter section.*
- (b) Non-farm dwellings built after the adoption of this Ordinance shall be setback at least one-fourth, (1/4), mile from all feedlots, except as otherwise provided in this Ordinance.*
- (c) Non-farm dwelling units shall not be permitted on land which is of soil classifications of Class I-III soils rated in the Soil Survey - Houston County by the U. S. D. A. Natural Resource Conservation Service, except in cases where the land has not been used for the production of field crops or enrolled in a government program whereby compensation is received in exchange for the removal of an area from production, for a period of ten years or more.*
- (d) Non-farm dwelling units shall only be permitted on sites considered Buildable Lots as defined by this Ordinance, and shall not be permitted in areas classified wetlands, flood plain, peat and muck areas and other areas of poor drainage. Non-farm dwelling units shall not be permitted on land which has a slope of twenty-four (24) percent or greater. All non-farm dwellings must have an erosion control plan as required by Section 24.*
- (e) Non-farm dwelling units shall be required to be located on lots having ownership of at least thirty-three (33) feet of road frontage on a public roadway or a legally recorded perpetual access at least thirty-three (33) feet wide from an existing public roadway and a minimum lot area of one (1) acre.*

Further, the applicants should understand the purpose of the agricultural protection district is to retain land for agricultural production and these regulations are intended to minimize incompatibility between these residential and agricultural uses.

SECTION 14 - AGRICULTURAL PROTECTION DISTRICT

14.1 PURPOSE AND PUBLIC NOTICE

Subdivision 1. Purpose. *The purpose of the Agricultural Protection District is to provide a district that will:*

- (1) Retain, conserve, and enhance agricultural land in the County for agricultural uses.*
- (2) Protect and preserve natural resources and environmentally sensitive areas.*
- (3) Restrict scattered non-farm residential development in order to minimize incompatibility between agricultural uses and residential use, and to conserve the expenditure of public funds for new roads, road maintenance, schools, police and fire protection necessary to service scattered residential development.*

Subdivision 2. Public Notice. *Persons choosing to reside in the Agricultural Protection District are hereby notified that the agricultural district is a zoning district in which land is used principally and foremost for agricultural production.*

Subdivision 3. Discomfort Resulting From Agricultural Uses. *Owners, residents, and other uses of property in the Agricultural Protection District or neighboring properties may be subjected to inconvenience or discomfort arising from normal and accepted agricultural practices and operation, including but not limited to the following:*

- (1) Noise, odors, dust, and hours of operation.*
- (2) The operation of machinery, including aircraft.*
- (3) The production, storage and land application of animal manure.*
- (4) The application of fertilizers, soil amendments, herbicides, and pesticides.*

Owners, residents, and users of property in the Agricultural Protection District, or neighboring property should be prepared to accept such inconveniences or discomfort as they occur from agricultural uses and

are hereby notified that this declaration may prevent them from obtaining a legal judgment against such agricultural uses.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Spring Grove Township and the ten nearest property owners were notified. No written comments were received.

SITE CHARACTERISTICS



The following is an evaluation based on the ordinance language provided above, Section 14.3 subd.1 (10).

(a) *No more than one (1) dwelling per quarter-quarter section.*

The SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24 is an open quarter-quarter.

(b) *Non-farm dwellings built after the adoption of this Ordinance shall be setback at least one-fourth, (1/4), mile from all feedlots, except as otherwise provided in this Ordinance.*

There are no registered feedlots within a quarter mile.

- (c) *Non-farm dwelling units shall not be permitted on land which is of soil classifications of Class I-III soils rated in the Soil Survey - Houston County by the U. S. D. A. Natural Resource Conservation Service, except in cases where the land has not been used for the production of field crops or enrolled in a government program whereby compensation is received in exchange for the removal of an area from production, for a period of ten years or more.*

The soil in this area is classified as 1898F and 476D, both of which are classified as marginal.

- (d) *Non-farm dwelling units shall only be permitted on sites considered Buildable Lots as defined by this Ordinance, and shall not be permitted in areas classified wetlands, flood plain, peat and muck areas and other areas of poor drainage. Non-farm dwelling units shall not be permitted on land which has a slope of twenty-four (24) percent or greater. All non-farm dwellings must have an erosion control plan as required by Section 24.*

The applicants plan to create a five-acre parcel which will meet the Buildable Lot standards. There is no floodplain, wetland, or shoreland concern. The land at the building site is estimated at 17-19% slope.

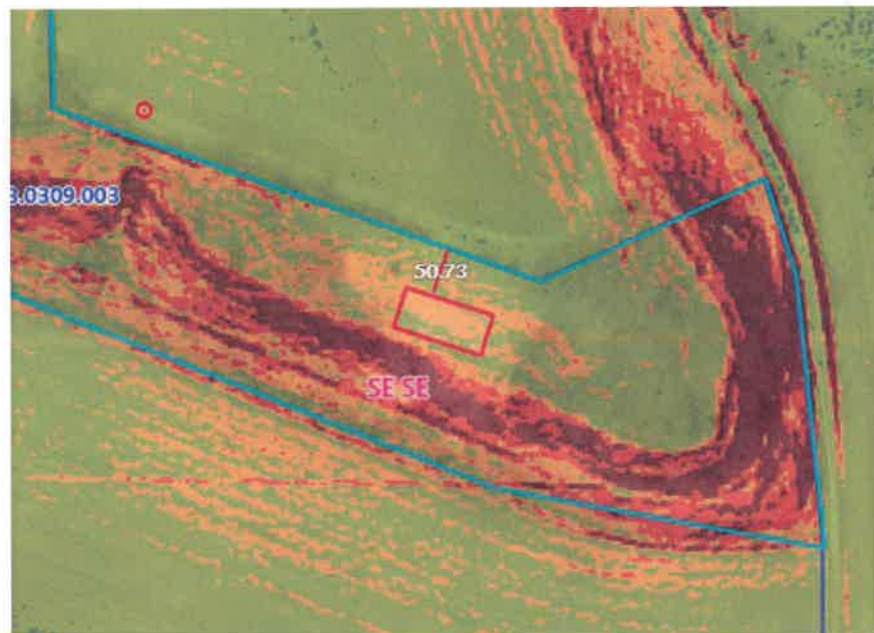


Figure 2. Percent slope layer. Green is 18% and under, orange is 18-23% and the reds are over 23%. Dwelling is not drawn to scale.

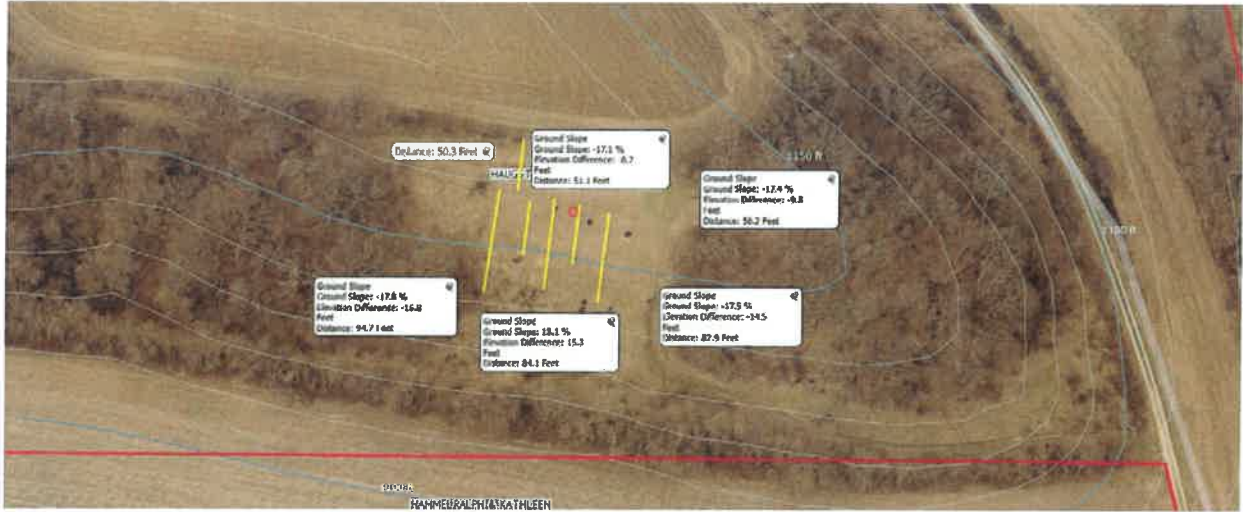


Figure 3. Slopes across the building site.

(e) Non-farm dwelling units shall be required to be located on lots having ownership of at least thirty-three (33) feet of road frontage on a public roadway or a legally recorded perpetual access at least thirty-three (33) feet wide from an existing public roadway and a minimum lot area of one (1) acre.

There is existing easement access to the parcel with no restrictions.

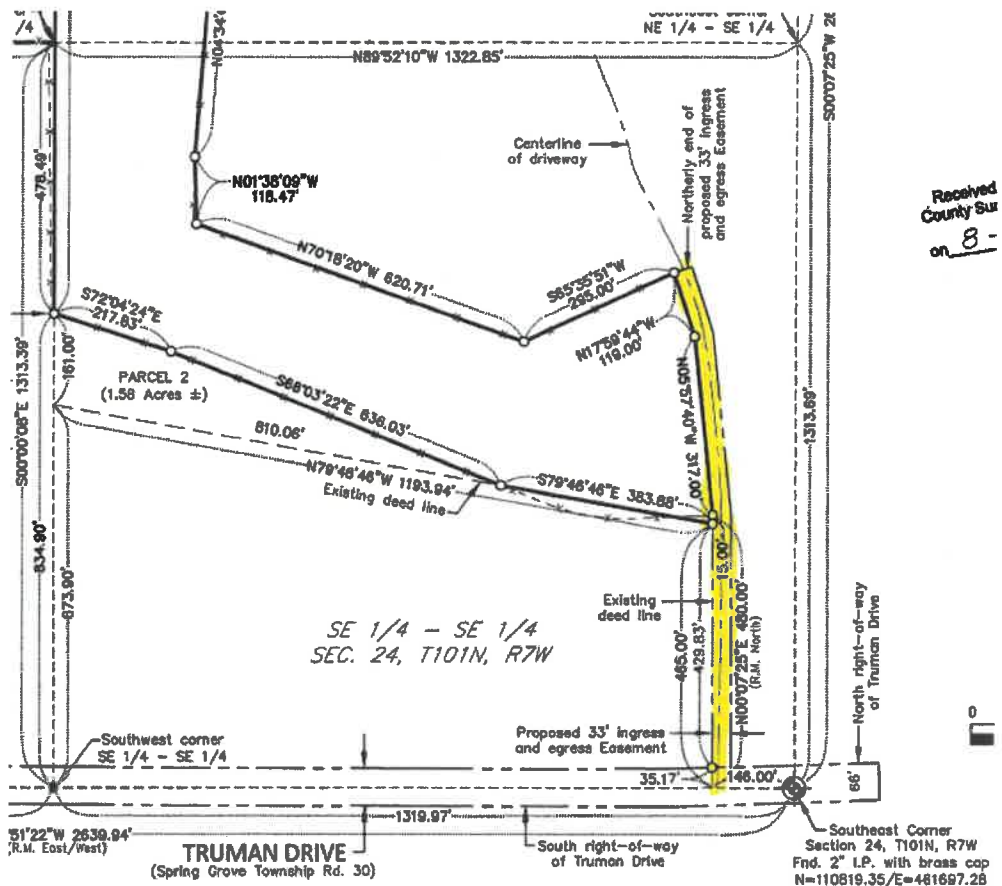


Figure 4. Screenshot of the survey completed in 2021. The easement access is highlighted yellow.

The closest intermittent stream is 550 feet to the south which eventually runs to Bee Creek. There is no mine within 1,000 feet. In addition, the applicant has demonstrated that two, Type I septic systems can be located on the proposed parcel.

EVALUATION

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

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

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

Staff Analysis: The Land Use Plan promotes the protection of agricultural land and the fact that non-farm dwellings are restricted from being located on prime soils supports the Land Use Plan.

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

Staff Analysis: The applicants have been looking for a property in the country for years and now have the ability to purchase some land from her parents that was once part of her grandmother's family farm. In addition, this will allow them to garden more and be better stewards of the land than may be possible when trying to manage from a distance.

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

Staff Analysis: An erosion control plan will be required prior to any excavation and strict adherence is required to mitigate runoff concerns during and post construction. In addition, a septic system will be installed per Minnesota Chapter 7080.

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

Staff Analysis: The applicant will need to meet all requirements of their erosion control plan to ensure adequate treatment of stormwater runoff with best management practices before, during and after construction.

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

Staff Analysis: The Soil Survey – Houston County identifies slope and bedrock as concerns for building site development but 1898F also notes slope as 25-50% which is not accurate for the proposed dwelling location. Because of bedrock concerns staff encouraged the applicants to be proactive in understanding whether septic requirements could be met. The site has been preliminarily reviewed by a licensed septic contractor and determined to meet the requirement for two standard system locations. They have also consulted an excavating contractor to confirm that road and site standards can be met.

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

Staff Analysis: The applicant states they will minimize soil disturbances through implementation of best management practices during the construction process as much as possible and a septic system designed to meet minimum state requirements will be installed.

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

Staff Analysis: Since this is a brand-new site the applicants are prepared to add any necessary utilities, roads, and drainage. A septic contractor and excavator were consulted to ensure that satisfactory results are achievable prior to making the application.

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: N/A

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

Staff Analysis: The primary use of the surrounding acreage is agricultural in nature. There are a couple farm dwellings in the vicinity but overall, this area is very undeveloped. A cannabis cultivation facility was recently permitted north of this proposal, and the applicants are aware of that permitted facility and there are no required setbacks for single family dwellings.

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

Staff Analysis: This dwelling meets the density standard in the ag protection district and orderly development meeting ordinance standards can still take place on surrounding vacant property.

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: N/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: This request meets the required agricultural protection district density limitations.

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: The addition of a dwelling adhering to local requirements should not negatively affect the public's health, safety, morals and general welfare.

RECOMMENDATION

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

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permitholder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. The new parcel boundary must be substantially similar to the proposed property boundary provided in the application.

Proposed motion: Recommend granting a Conditional Use Permit for a non-farm dwelling on under 40 acres with the three conditions.

SUBMITTED BY APPLICANT

25

Conditional Use Amount Paid
Request \$0.00
2026-CUP-562921

Number
2026-CUP-
562921

Ryan and Stephanie Schuldt |
130309003 | Spring Grove
Submitted by steph82m on
3/11/2026



Applicant Created Status
Stephanie Kay March 11, 2026 In Progress
Schuldt

Applicant

Stephanie Kay Schuldt



Search Parcel Data Completed On Wednesday, March 11, 2026 at 1:53 PM CDT by steph82m

ParcelID	Address	City	OwnerName	Acres
130309003			MOEN,MICHAEL A & LAURA L	17.070

CONDITIONAL USE INTRO Completed On Wednesday, March 11, 2026 at 1:54 PM CDT by steph82m

Conditional Use Application Fee
\$700.00

Recording Fee
\$46.00

Application Type:
Conditional Use

APPLICANT INFORMATION Completed On Wednesday, March 11, 2026 at 2:01 PM CDT by steph82m

Applicant Name
Ryan and Stephanie Schuldt

Parcel Tax ID
130309003

Telephone Number

Address
803 S Pine St.

City
Caledonia

Zip

55921

Legal Description

PT E1/2 SE1/4 & PT SW CORNER SE1/4 NE1/4 DOC 305005

Section-Township-Range

24-101-007

Do you own additional adjacent parcels

No

Township of:

Spring Grove

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

Yes

CONDITIONAL USE REQUEST Completed On Wednesday, March 11, 2026 at 3:02 PM CDT by steph82m

Describe in detail your request.

We are requesting to build a non-farm dwelling, single family home on parcel 130309003 on less than 40 acres. The proposed lot size would be 5 acres. The land is currently owned by Stephanie's parents (Michael and Laura Moen). We will have the 5 acres surveyed and transferred to our names (Ryan and Stephanie Schuldt) prior to building.

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

14.3 subdivision 1

Requested Dimension:

Requesting to build a single-family home on 5 acres

Please upload any supporting documents:[Authorization Signatures.pdf](#)[Site Map.pdf](#)

CONDITIONAL USE FINDING OF FACTS Completed On Wednesday, March 11, 2026 at 3:17 PM CDT by steph82m

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

Yes

Comments:

The proposed non-farm dwelling, single family home will comply with applicable setback, height, and performance standards per the Houston County Land Use Plan. It will not create excessive traffic, noise, lighting, or environmental impacts beyond what is typical for a residential property. All required permits, including erosion control, septic, building, and well approvals will be obtained to ensure compliance with Houston County and MN State regulations.

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

Yes

Comments:

We are requesting to build a non-farm dwelling, single family home on parcel 130309003 on less than 40 acres. The proposed lot size would be 5 acres which we will get surveyed and transfer the land over from my parents (Michael and Laura Moen) to our names (Ryan and Stephanie Schuldt).

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

Yes

Comments:

We will protect groundwater by managing stormwater and minimizing soil disturbance. The driveway will have less than a 12% grade to reduce erosion risk. We will install proper drainage features such as culverts, and stabilized ditches to slow and direct runoff. The septic system will be professionally installed in accordance with Houston County regulations to ensure proper treatment of wastewater before it reaches groundwater. We will maintain natural vegetation where possible to enhance filtration.

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

Yes

Comments:

We will keep the driveway under 12% grade and use properly compacted gravel to encourage absorption. We will maintain healthy grass, shrubs, and native plants, to help hold soil in place and improve water absorption. We plan to keep as much natural habitat as possible.

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

Yes

Comments:

Soil tests have been conducted by C. Nelson Septic on the property to ensure suitability for a mound septic system and to meet all Houston County health and safety requirements. See attached documents confirming septic location proposals.

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

Comments:

We will minimize soil disturbances through the construction process as much as possible, with disturbed areas stabilized through seeding, mulch, and erosion-control measures. Existing vegetation will be preserved as much as possible. The approved septic system and soil tests will make sure wastewater is handled safely, keeping the groundwater and nearby environment clean.

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

Yes

Comments:

An approved septic system from C. Nelson Septic, designed based on thorough soil testing, will safely handle wastewater. A private well will follow all Houston County and MN State guidelines for location, construction, and water quality. The driveway will be graded with less than a 12% slope to allow safe and stable road access and reduce runoff. Utilities, including electricity and communications, will be connected following Houston County rules and regulations. We will manage drainage using culverts, gentle slopes, retention areas, as needed. We will preserve native habitat, to prevent erosion and protect groundwater.

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:

Not applicable

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

N/A

Comments:

Not applicable

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

N/A

Comments:

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

Yes

Comments:

Our requested single-family build on the proposed 5 acres will be designed to fit within the existing landscape. We will follow the Houston County requirements for structure sizes, driveway slopes and permit requirements. We will preserve open space and native habitat, which will maintain the land's flexibility for surrounding uses.

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.

N/A

Comments:

Not applicable

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

Yes

Comments:

Our request for a single-family home on the proposed 5 acres will follow non-farm dwelling requirements for Houston County. We will not be building on prime ag land. We will protect natural resources by installing proper erosion control measures, septic and well systems. We will have ownership of at least 33' of access to public road. We will have less than 23% building site slope and driveway slope of less than 12%. We will follow the required 50' setback of neighboring property lines.

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:

Not applicable

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.

Comments:

We will ensure the property is properly planned and regulated. The approved septic system and soil testing will safely handle wastewater. Driveway grading and drainage features will prevent erosion and flooding, protecting both our property and neighboring properties. We plan to protect and preserve the native habitat and natural landscape to support a healthy ecosystem for local wildlife and the surrounding environment.

SITE PLAN INFORMATION Completed On Wednesday, March 11, 2026 at 3:57 PM CDT by steph82m

Upload Site Plan

[Site Map.pdf](#)

[Septic Proposal.pdf](#)

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

Sketch Layer

Reference Layer

Mapproxy



Powered by Esri

Use the space below to include site plan comments, if necessary

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

Stephanie Scheldt Ryan Scheldt

Date Signed:

3/11/2026

Check this box if Staff Signature on behalf of Applicant.

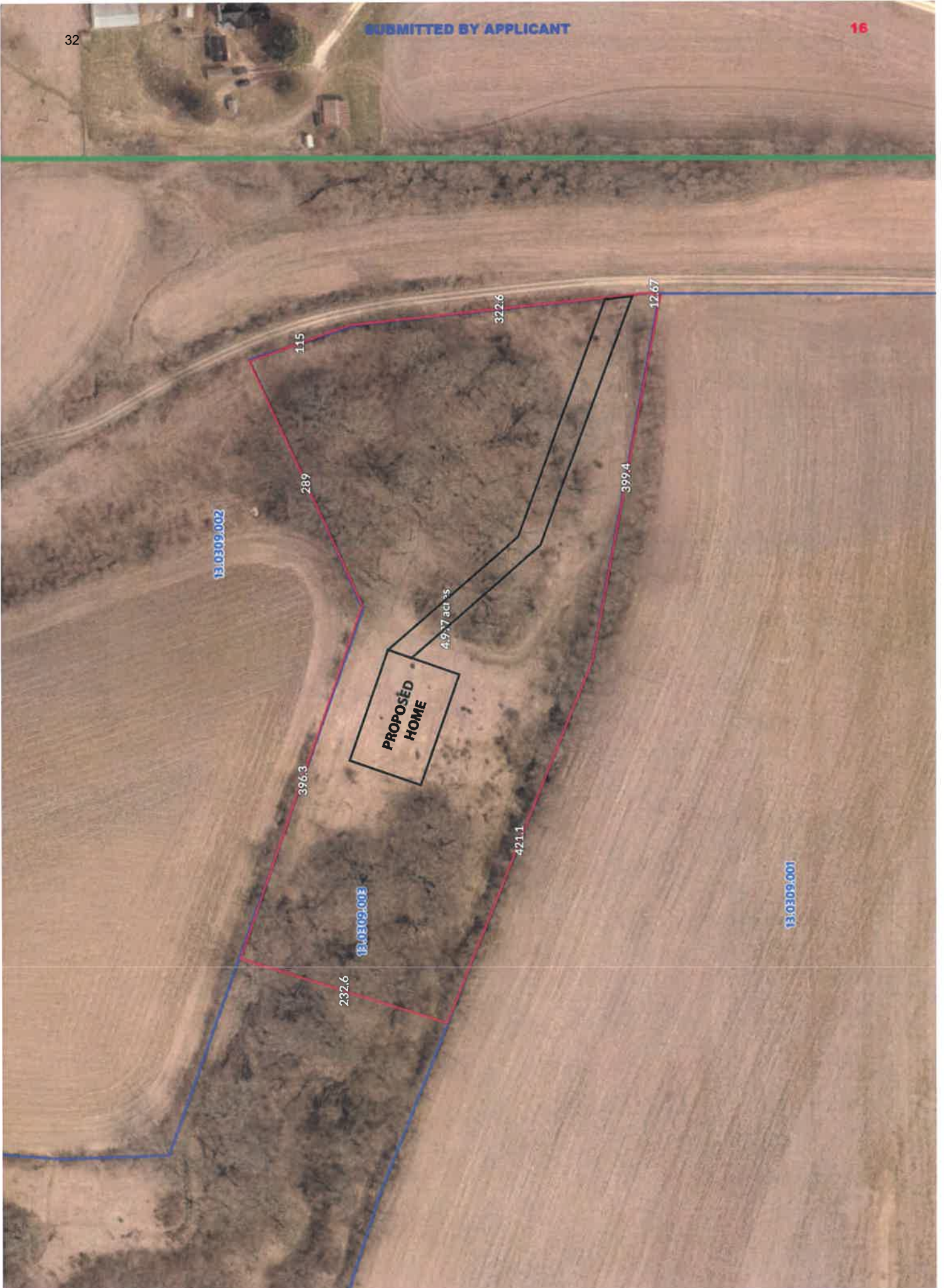
Email APPLICATION SUBMITTAL Completed On Wednesday, March 11, 2026 at 4:50 PM CDT by steph82m

External Notes

Documents

Internal Notes

Documents



SUBMITTED BY APPLICANT
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



PROPERTY OWNER SIGNATURE & AUTHORIZATION SHEET

Houston County Planning & Environmental Services applications must be signed by each and every property owner listed on the property deed, or by individuals with legal authority to sign on behalf of each property owner, before the application will be considered complete. Signatures authorize the application to be submitted for the parcel and permit type, as indicated below.

Parcel #: 130309003 Permit Type: Conditional Use Permit

Michael A. Moen
Property Owner Printed Name

Michael A. Moen
Property Owner Signature

3-8-2026
Date

Laura L. Moen
Property Owner Printed Name

Laura L. Moen
Property Owner Signature

3/8/2026
Date

Property Owner Printed Name

Property Owner Signature

Date

Property Owner Printed Name

Property Owner Signature

Date

Property Owner Printed Name

Property Owner Signature

Date

Property Owner Printed Name

Property Owner Signature

Date

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Douglas and Julie Heintz Trust, 8903 State 76, Caledonia, MN 55921, for a Conditional Use Permit to build a manure storage structure with a capacity over 20,000 gallons (Section 14.3, Subdivision 1, Subsection 18). The facility will consist of the following components:

- 1) Existing 68' x 225' free stall barn;
- 2) Existing 76' x 70' partial confinement barn;
- 3) Existing 80' x 72' cattle shed with open lot 12' x 80';
- 4) Existing 12' x 72' free stall barn;
- 5) Existing 28' x 40' cattle shed with open lot 20' x 40';
- 6) Existing 36' x 100' total confinement barn;
- 7) Existing 32' x 80' total confinement barn;
- 8) Existing calf huts (x20);
- 9) Existing 46' x 205' feed storage area;
- 10) Existing 43' x 205' feed storage area;
- 11) Existing 40' x 40' x 8' concrete manure basin with ramp 40' x 80' (208,000 gallons);
- 12) Existing 160' diameter x 12' deep concrete manure basin (1.8 million gallons);
- 13) Proposed 40' x 60' x 8' manure basin with 60' x 80' ramp (300,000 gallons)

all in Sheldon Township on the following premises, to-wit:

PT SE1/4; Section 16, Township 103, Range 6,
Houston County, Minnesota. (Parcel #12.0109.000)

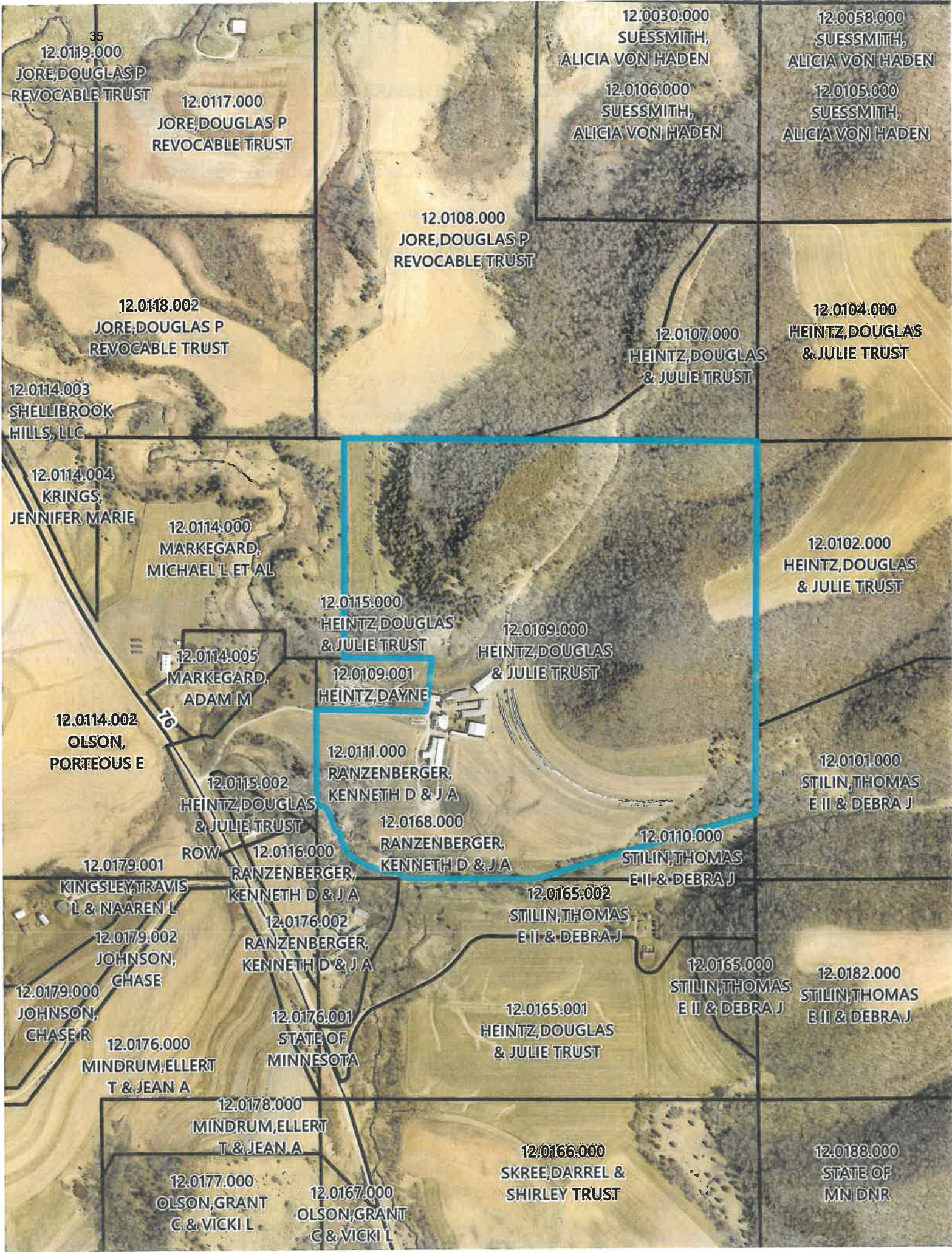
Said applicants standing and making application are as fee owner of said described lands.

A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota, 55921 at 5:50 p.m. on Thursday, April 23, 2026. All persons having an interest in the matter will be given the opportunity to 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, April 14, 2026, to be included for review prior to the hearing. All comments are considered part of the public record.

HOUSTON COUNTY PLANNING COMMISSION

By Amelia Meiners
Zoning Administrator

ADV: April 8, 2026



35
12.0119.000
JORE, DOUGLAS P
REVOCABLE TRUST

12.0117.000
JORE, DOUGLAS P
REVOCABLE TRUST

12.0030.000
SUESSMITH,
ALICIA VON HADEN

12.0106.000
SUESSMITH,
ALICIA VON HADEN

12.0058.000
SUESSMITH,
ALICIA VON HADEN

12.0105.000
SUESSMITH,
ALICIA VON HADEN

12.0108.000
JORE, DOUGLAS P
REVOCABLE TRUST

12.0118.002
JORE, DOUGLAS P
REVOCABLE TRUST

12.0107.000
HEINTZ, DOUGLAS
& JULIE TRUST

12.0104.000
HEINTZ, DOUGLAS
& JULIE TRUST

12.0114.003
SHELLBROOK
HILLS, LLC

12.0114.004
KRINGS,
JENNIFER MARIE

12.0114.000
MARKEGARD,
MICHAEL L ET AL

12.0102.000
HEINTZ, DOUGLAS
& JULIE TRUST

12.0115.000
HEINTZ, DOUGLAS
& JULIE TRUST

12.0109.000
HEINTZ, DOUGLAS
& JULIE TRUST

12.0114.005
MARKEGARD,
ADAM M

12.0109.001
HEINTZ, DAYNE

12.0114.002
OLSON,
PORTEOUS E

12.0111.000
RANZENBERGER,
KENNETH D & J A

12.0101.000
STILIN, THOMAS
E II & DEBRA J

12.0115.002
HEINTZ, DOUGLAS
& JULIE TRUST

12.0168.000
RANZENBERGER,
KENNETH D & J A

12.0110.000
STILIN, THOMAS
E II & DEBRA J

12.0179.001
KINGSLEY, TRAVIS
L & NAAREN L

12.0116.000
RANZENBERGER,
KENNETH D & J A

12.0165.002
STILIN, THOMAS
E II & DEBRA J

12.0179.002
JOHNSON,
CHASE

12.0176.002
RANZENBERGER,
KENNETH D & J A

12.0165.000
STILIN, THOMAS
E II & DEBRA J

12.0182.000
STILIN, THOMAS
E II & DEBRA J

12.0179.000
JOHNSON,
CHASE R

12.0176.000
MINDRUM, ELLERT
T & JEAN A

12.0176.001
STATE OF
MINNESOTA

12.0165.001
HEINTZ, DOUGLAS
& JULIE TRUST

12.0178.000
MINDRUM, ELLERT
T & JEAN A

12.0166.000
SKREE, DARREL &
SHIRLEY TRUST

12.0188.000
STATE OF
MN DNR

12.0177.000
OLSON, GRANT
C & VICKI L

12.0167.000
OLSON, GRANT
C & VICKI L

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: ***Douglas and Julie Heintz Trust*** DATE: ***April 23, 2026***

C.U.P. REQUESTED: ***To build a manure storage structure with a capacity over 20,000 gallons.***

FINDINGS OF FACT

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

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

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

Staff Analysis: The Comprehensive Plan prioritizes support of commercial agriculture. For instance, “Goal 1.1 To preserve commercial agriculture as an essential long-term, permanent land use in the county”. For dairy operations to remain viable it often times requires a liquid manure basin that allows them to more responsibly handle manure.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The proposed construction of an LMSA with capacity over 20,000 gallons requires the requested CUP.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Provided proper manure management and application rates, no water quality degradation is anticipated. This project is ultimately to help protect water quality by providing the producer with the ability to handle manure when conditions are appropriate.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: All water that falls within the manure basin will be contained and clean water diversions will ensure stormwater is directed around the new project. Runoff controls exist in the open lot area and won't be affected by this construction.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Feedlot permits require soils to meet specific standards for approval as well as minimum bedrock separation requirements. Soil is a silt loam suitable for the construction of an LMSA.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Proper manure management mitigates potential hazards. A Manure Management Plan will be required and reviewed as part of the necessary feedlot permitting.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: This is an existing dairy facility, so the necessary public infrastructure and utilities are present at this location. Any rerouting within the site of utilities, access roads, drainage, etc. as part of the project will be the responsibility of the producer.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: N/A

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

Staff Analysis: Manure storage is commonly found in the agricultural district and proper management will reduce any adverse effect on neighboring properties.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The predominant use in this area is agriculture. The proposed use is consistent with typical agricultural uses in the district.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Manure storage is commonly found in the agricultural district and proper management will reduce any adverse effect to neighboring properties. This area consists of farming operations with farm dwellings and the Ordinance clearly states that neighboring

properties in this district may be subjected to inconveniences, including odor from “normal and accepted agricultural practices”.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: N/A

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

Staff Analysis: 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: This project aims to reduce manure runoff potential, eliminate groundwater pollution hazards, improve soil health, and therefore protect the public’s health, safety, morals, and general welfare.

Board agreed to the finding by a unanimous vote.

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

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

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

Josh Gran made a motion to recommend the Houston County Board approve a Conditional Use Permit for the construction of a manure storage structure with a capacity over 20,000 gallons with three 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. The Permittee shall obtain all permits required under Minnesota Animal Feedlot Rules prior to commencing construction.

Johnathon Glasspoole seconded. A roll call vote was taken. All were in favor. Motion carried.

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

4/15/2026

Hearing Date: 4/23/2026
 Petitioner: Doug Heintz
 Reviewer: Jeremy Burt
 Zoning: Ag Protection
 Address: 8903 State 76
 Township: Sheldon
 Parcel Number: 120109000
 Submitted Materials: CUP Application, LMSA Plans

OVERVIEW

REQUEST

The Petitioner is seeking a Conditional Use Permit (CUP) for the construction of a manure storage structure with a capacity of over 20,000 gallons.

SUMMARY OF NOTEWORTHY TOPICS

The site is an existing farmstead in Sheldon Township consisting of the following components:

- 1) Existing 68' x 225' free stall barn;
- 2) Existing 76' x 70' partial confinement barn;
- 3) Existing 80' x 72' cattle shed with open lot 12' x 80';
- 4) Existing 12' x 72' free stall barn;
- 5) Existing 28' x 40' cattle shed with open lot 20' x 40';
- 6) Existing 36' x 100' total confinement barn;
- 7) Existing 32' x 80' total confinement barn;
- 8) Existing calf huts (x20);
- 9) Existing 46' x 205' feed storage area;
- 10) Existing 43' x 205' feed storage area;
- 11) Existing 40' x 40' x 8' concrete manure basin with ramp 40' x 80' (208,000 gallons);
- 12) Existing 160' diameter x 12' deep concrete manure basin (1.8 million gallons);
- 13) Proposed 40' x 60' x 8' manure basin with 60' x 80' ramp (300,000 gallons)



Figure 1: Site map showing existing LMSA and proposed LMSA location.

There are no mapped karst features on the properties near the proposed construction site.

State Feedlot Permit: In addition to a CUP, a Feedlot Construction Short Form Permit or Interim Feedlot permit is also needed before construction can begin. Which feedlot permit needed will depend on the results of a feedlot inspection that will be conducted prior to permitting. A Manure Management Plan (MMP) will also need to be reviewed for the operation.

Below are relevant sections of the Houston County Zoning Ordinance (HCZO):

Animal Feedlot. *"Animal feedlot" means a lot or building or combination of lots and buildings intended for the confined feeding, breeding, raising, or holding of animals and specifically designed as a confinement area in which manure may accumulate, or where the concentration of animals is such that a vegetative cover cannot be maintained within the enclosure. For purposes of these parts, open lots used for the feeding and rearing of poultry (poultry ranges) shall be considered to be animal feedlots. Pastures shall not be considered animal feedlots under these parts.*

Manure Storage Area. *"Manure storage area" means an area where animal manure or process wastewaters are stored or processed. Short-term and permanent stockpile sites and composting sites are manure storage areas. Animal manure packs or mounding within the animal holding area of an animal feedlot that are managed according to MR part 7020.2000, subpart 3, are not manure storage areas.*

14.3 CONDITIONAL USES

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

- (18) *Manure Storage. New, or the expansion of existing manure storage structures with a capacity over 20,000 gallons.*

33.14 FEEDLOT PERMIT APPLICATION

Subdivision 1. Information Required for a Feedlot Permit Application. *In general, the following information is required for review prior to the issuance of a 2-year Interim Permit; a Construction Short Form Permit; a State Disposal System Permit, or a National Pollution Discharge Elimination Systems Permit:*

- (1) *A completed State of Minnesota Permit Application as set forth in MR, 7020.0505.*
- (2) *A Good Neighbor Plan as defined in this Ordinance.*
- (3) *In some instances, because of site specific or operational considerations, the feedlot officer may require additional information.*
- (4) *A plan for disposal of dead animals that is consistent with the Minnesota Board of Animal Health regulations.*
- (5) *The Feedlot Advisory Committee may be requested to conduct an on-site review of any new feedlot, or the expansion of an existing feedlot. The committee will provide to the planning commission findings of fact and make recommendations regarding setbacks, location concerns, the need for vegetative screening, or any other technical information deemed necessary.*

33.24 LIQUID MANURE STORAGE AREAS

Minnesota Rules part 7020.2100 describes site restrictions and requirements for design, construction, maintenance, and operation of liquid manure storage areas. An owner shall submit a permit application, as applicable, under MR, part 7020.0405, subparts 1 and 2. Except as required in subpart 2, all liquid manure storage areas must be designed, constructed, and operated in accordance with subparts 3 to 7. An owner of a liquid manure storage area that has been unused for a period of three years or more shall, prior to using the structure for storing manure or process wastewater, have a design engineer evaluate and prepare a report on the condition of the liner and include this report with a permit application submitted according to MR, part 7020.0405.

SITE CHARACTERISTICS

The farm is located on six contiguous acres totaling approximately 300 acres, with an additional 45 acres ¼ mile to the south. Additional acreage is leased from neighboring property owners. The subject parcel contains an operating dairy. The site’s current feedlot registration includes 444 animal units (au), consisting of 120 dairy heifers (84 au), 120 dairy calves (24 au) and 240 mature dairy cattle >1000 lbs. (336 au). There is no planned animal unit expansion with this request. Variance Permit #282 was granted June 17, 2015, for feedlot expansion and this proposal will not be encroaching within the variance setback.

There is an existing LMSA on the site that is used to hold the manure from the free stall barn holding the milking herd. The additional LMSA will allow the producer to store the manure from the other lots to allow for better management of the manure from these lots.

There is a detached parcel that contains the original farm dwelling and is owned by the petitioner’s son who is also involved in the operation and is the next generation to take over the operation.



Windrose Plot for [FKA] PRESTON (AWOS)
Obs Between: 13 Jun 2002 08:55 AM - 25 Dec 2025 02:55 AM America/Chicago

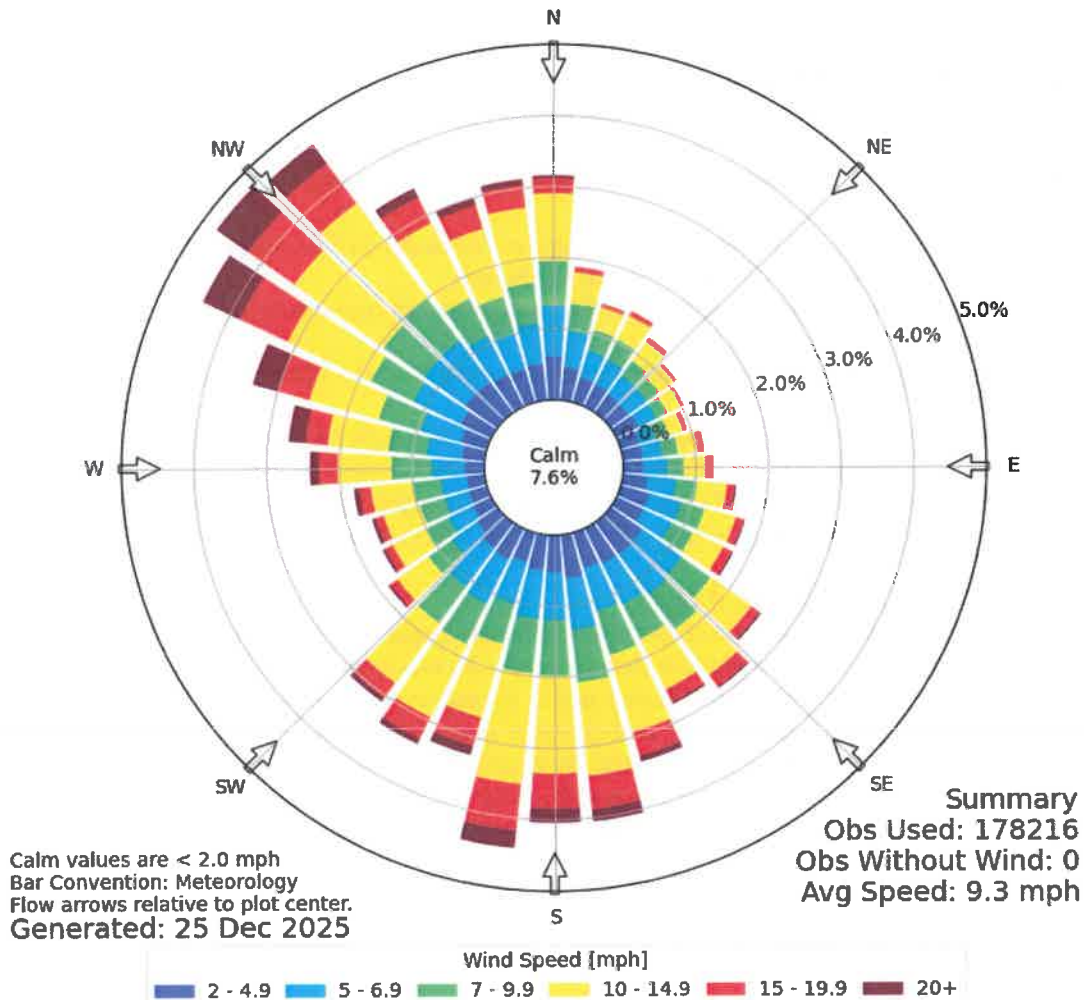


Figure 2: Windrose plot from the Preston weather station.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

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

EVALUATION

Section 0110.1105 of the Houston County Zoning Ordinance requires the following:

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

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

Staff Analysis: The Comprehensive Plan prioritizes support of commercial agriculture. For instance, “Goal 1.1 To preserve commercial agriculture as an essential long-term, permanent land use in the county”. For dairy operations to remain viable it often times requires a liquid manure basin that allows them to more responsibly handle manure.

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

Staff Analysis: The proposed construction of an LMSA with capacity over 20,000 gallons requires the requested CUP.

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

Staff Analysis: Provided proper manure management and application rates, no water quality degradation is anticipated. This project is ultimately to help protect water quality by providing the producer with the ability to handle manure when conditions are appropriate.

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

Staff Analysis: All water that falls within the manure basin will be contained and clean water diversions will ensure stormwater is directed around the new project. Runoff controls exist in the open lot area and won't be affected by this construction.

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

Staff Analysis: Feedlot permits require soils to meet specific standards for approval as well as minimum bedrock separation requirements. Soil is a silt loam suitable for the construction of an LMSA.

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

Staff Analysis: Proper manure management mitigates potential hazards. A Manure Management Plan will be required and reviewed as part of the necessary feedlot permitting.

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

Staff Analysis: This is an existing dairy facility, so the necessary public infrastructure and utilities are present at this location. Any rerouting within the site of utilities, access roads, drainage, etc. as part of the project will be the responsibility of the producer.

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: N/A

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

Staff Analysis: Manure storage is commonly found in the agricultural district and proper management will reduce any adverse effect on neighboring properties.

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

Staff Analysis: The predominant use in this area is agriculture. The proposed use is consistent with typical agricultural uses in the district.

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: Manure storage is commonly found in the agricultural district and proper management will reduce any adverse effect to neighboring properties. This area consists of farming operations with farm dwellings and the Ordinance clearly states that neighboring properties in this district may be subjected to inconveniences, including odor from “normal and accepted agricultural practices”.

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: This project aims to reduce manure runoff potential, eliminate groundwater pollution hazards, improve soil health, and therefore protect the public's health, safety, morals, and general welfare.

RECOMMENDATION

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

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permitholder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. The Permittee shall obtain all permits required under Minnesota Animal Feedlot Rules prior to commencing construction.

Proposed motion: To recommend granting the Conditional Use Permit for the construction of manure storage over 20,000 gallons with the above conditions.

From: [Michael Markegard](#)
To: [HoCo Zoning](#)
Subject: Douglas and Julie Heinz
Date: Thursday, April 9, 2026 5:29:03 PM

*** HOUSTON COUNTY SECURITY NOTICE ***

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

I have no issues with the Conditional Use Permit as applied for by Douglas and Julie Heintz Trust. I would encourage you to approve this permit. Thank you.

Michael L Markegard

Sent from my iPhone

47

Conditional Use Amount Paid
Request \$0.00
2026-CUP-566909

Applicant Created
Douglas Heintz March 18, 2026

Status
In Progress

Number
2026-CUP-
566909

HEINTZ,DOUGLAS & JULIE
TRUST | C/O DOUG & JULIE
HEINTZ | 120109000 | Sheldon
Submitted by dheintz on
3/18/2026



Applicant

Douglas Heintz



Search Parcel Data Completed On Wednesday, March 18, 2026 at 3:02 PM CDT by michelleburt13

ParcelID	Address	City	OwnerName	Acres
120109000	8903 STATE 76	CALEDONIA	HEINTZ,DOUGLAS & JULIE TRUST C/O DOUG & JULIE HEINTZ	142.530

CONDITIONAL USE INTRO Completed On Wednesday, March 18, 2026 at 3:03 PM CDT by michelleburt13

Conditional Use Application Fee

\$700.00

Recording Fee

\$46.00

Application Type:

Conditional Use

APPLICANT INFORMATION Completed On Wednesday, March 18, 2026 at 3:05 PM CDT by michelleburt13

Applicant Name

HEINTZ,DOUGLAS & JULIE TRUST | C/O DOUG & JULIE HEINTZ

Parcel Tax ID

120109000

Telephone Number



Address

8903 STATE 76

City

CALEDONIA

Zip

55921

Legal Description

PT SE1/4 DOC 200982 & EASEMENT; DOC 289845; EX DOC 304611; DOC 8

Section-Township-Range

16-103-006

Do you own additional adjacent parcels

Yes

Township of:

Sheldon

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

Yes

CONDITIONAL USE REQUEST Completed On Wednesday, March 18, 2026 at 3:08 PM CDT by michelleburt13

Describe in detail your request.

Would like to build a manure pit.

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

Section 14-14.3, Subd. 1(18)

Requested Dimension:

120 x 60

Please upload any supporting documents:

CONDITIONAL USE FINDING OF FACTS Completed On Wednesday, March 18, 2026 at 3:25 PM CDT by michelleburt13

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

Yes

Comments:

49. The manure pit will give us the ability to haul manure when conditions are not fit.

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

Yes

Comments:

Currently the applicants have to haul manure several times a week depending on weather conditions. This will allow the applicants to provide nutrients to the areas that need it.

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

Yes

Comments:

Having a manure pit should improve water quality by incorporating the manure into the ground.

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

Yes

Comments:

The manure pit will contain any water runoff.

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

Yes

Comments:

The soil borings came back adequate for the manure pit.

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

Yes

Comments:

Building the manure pit will allow hauling a couple times a year when conditions are favorable and to incorporate manure in the ground as much as possible.

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

Yes

Comments:

The manure pit will be located near one of the main feeding lanes on the farm.

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 - no need for off street parking.

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

N/A

Comments:

N/A

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

Yes

Comments:

The manure pit will allow hauling of manure a couple times a year instead of multiple times a week. Currently, the neighbors do not have an issue with the hauling of manure so there should not be an impact on adjacent property owners. When manure hauling takes place the neighbors and County are informed.

51

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

Yes

Comments:

There should be no impact on buildable 40's.

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

Yes

Comments:

The manure pit should be far enough away that there should not be an issue. By building the manure pit will limit the frequency of hauling.

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:

52. The manure pit allowed for hauling a couple times a year versus bi-weekly. With use of the new manure management plan nutrients can be placed where they need to be.

SITE PLAN INFORMATION Completed On Wednesday, March 18, 2026 at 3:26 PM CDT by michelleburt13

Upload Site Plan

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

Sketch Layer

Reference Layer

Mapproxy



Powered by Esri

Use the space below to include site plan comments, if necessary

APPLICATION SUBMITTAL Completed On Wednesday, March 18, 2026 at 3:28 PM CDT by michelleburt13

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.

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

Yes

Signature



Date Signed:

3/18/2026

Check this box if Staff Signature on behalf of Applicant.

No

Email APPLICATION SUBMITTAL Completed On Wednesday, March 18, 2026 at 3:28 PM CDT by michelleburt13

External Notes

Documents

Internal Notes

Documents

Ag. Manure Storage Facility
OPERATION AND MAINTENANCE PLAN
PREPARED FOR
Doug Heintz – Heintz Badger Valley Farm LLC.
SEC. 16, T 103N, R 06W, HOUSTON COUNTY, MINNESOTA

INTRODUCTION

An Ag. Manure Storage Facility has been designed and constructed for Doug Heintz (Heintz Badger Valley Farm LLC) to provide storage for manure generated on feed alleys adjacent to and within an existing confinement barn. The storage facility consists of a 120' x 60' concrete lined pit with 8-foot-high vertical walls and a 60-foot-wide concrete entrance ramp sloped at 10H:1V for solids cleanout access and pumping operations. Manure from the feed alleys within and directly adjacent to the existing confinement barn is designed to be manually pushed to the storage facility via a heavy-use concrete pushoff constructed as part of the system. The pushoff is sloped toward the facility to contain storm water runoff. No solids or liquids are to be allowed to run from the facility itself. The facility is designed for a 9-month storage term and holds 261,578 gallons of manure and precipitation at the design depth of 7ft. An additional 25,673 gallons of storage is provided by a 1ft. freeboard depth (upper 1ft. depth) for unforeseen precipitation events to prevent the facility from overtopping.

The purpose of this plan is to provide guidelines to the owner for operating and maintaining the system. The owner is responsible for the proper operation and maintenance of the system. The owner must periodically inspect the system and all operable units associated with it to keep it functioning as intended. The landowner is responsible for proper O&M for as long as the practice is used but no less than the life of the practice, 15 years, and as may be required by federal, state, or local laws or regulations.

OPERATION AND MAINTENANCE

Operation and maintenance of the manure storage facility and other system components and practices should include, but not be limited to the following items:

Manure Storage Facility

- ***Be aware*** poisonous gases are often odorless and heavier than air and may be trapped in closed waste storage structures and can also accumulate in close proximity to an open-air manure storage facility. This is especially likely during agitation and pumping operations under certain weather conditions. Keep unauthorized individuals well away from the facility and its components during clean out. Do not allow human entry without safety equipment, including ladders and breathing apparatus.
- A safety fence has been installed to keep people and animals from getting too near and accidentally falling into the facility. The fence shall be maintained in good repair throughout the life of the storage facility. **Failure to maintain the safety fence could result in accidental death.** Maintenance of the safety fence is a most serious concern and should not be ignored.
- Operate equipment safely near the top of the walls when loading the manure storage facility. Do not drive manure handling equipment beyond the push off area or out onto accumulated manure. Keep push off area access gates closed when not actively transferring manure into the facility.

- The facility was designed strictly for the storage of feed alley manure from the adjacent confinement barn. Load into the storage facility only the manure generated for which it was designed. Do not dispose of bedpack from the adjacent confinement barn or manure/waste from other barns or facilities as well as milkhouse waste, human waste, animal mortality, or non-biodegradable waste such as syringes.
- Clean out accumulated manure on a regular basis. The liquid level in the facility should be maintained below the 7ft deep operating level unless an unforeseen precipitation event occurs requiring the use of emergency storage volume (upper 1ft of storage). Remove waste from the emergency storage volume as soon as field conditions allow following the precipitation event. No solids or liquids are to be allowed to run from the manure storage facility.
- Waste from the storage facility shall be handled and utilized as specified in the Nutrient Management Plan.
- Inspection of the storage facility after every rainfall event as well as annually when the facility has been pumped out and accumulated solids have been removed.
- Inspection of concrete walls watching for crack development. Any appreciable changes in the concrete are to be reported to the SWCD office. Technical staff must record locations of repairs needed and photograph for documentation purposes. Repairs must be in accordance with Engineering and Technical staff recommendations. Repair methods for cracks shall be in accordance with MN-31 Concrete Specification included in the specification packet.
- The walls of the manure storage facility are designed to allow the operation of normal manure handling equipment such as tractors and skid steers to be operated along the outside wall edges. The walls are not designed to allow large commercial manure spreaders to operate around the outside edges. If the commercial manure spreaders are to be used be sure that loading operations take place more than 20 feet away from the wall edges. This will ensure that no wall damage due to loading will occur.
- Frequent inspection of the manure pushoff area watching for appreciable crack development.

Perimeter Drain Tile

- Inspect perimeter drain tile outlets and inspection manholes annually and especially following heavy rains and spring runoff events. Keep outlet free of debris and repair any damage.
- Monitor the tile outlet water for signs of manure seepage or discharge from the structure (visual, smell). Examine any flows for quantities of flow, turbidity, discoloration, odors, or any other unusual characteristics. It is recommended to collect a water sample from the perimeter drain tile outlet twice a year and have the sample analyzed.
 - (a) once in the spring when the water table is typically high to ensure that water is draining from the system as designed.
 - (b) once during a drier time of the year to ensure that there is no direct leakage from the storage facility into the drainage system.

- Immediately investigate any indication of blockage or leakage and contact the SWCD for further inspection to determine if any corrective action(s) is needed.

Vegetation & Misc.

- Vegetated areas at pump out locations should be avoided during wet conditions whenever possible. Any damage that occurs to vegetated areas must be re-graded and re-vegetated as soon as conditions allow.
- Control weeds throughout the area with herbicides that do not harm the sod or impair water quality. Mow and clip where possible.
- Keep animals off all components of the manure storage facility. Grazing is not allowed on the sideslopes of the earthen fill.
- All trees and woody vegetation shall be kept off the fill areas. Any trees and woody vegetation shall be cut and sprayed with herbicides. Use herbicides in a manner that will not impair water quality.
- Control gophers, moles, badgers, and woodchucks.
- Inspect and maintain haul roads and approaches to and from waste storage facility on a frequent basis.

We have discussed the guidelines for operation and maintenance contained herein.

Landowner Signature

Date

Engineer or Technician

Date

QUALITY ASSURANCE/QUALITY CONTROL PLAN
PREPARED FOR

DOUG HEINTZ – BADGER VALLEY FARM
Ag. Waste Storage Facility
Houston County, Minnesota

1.0 INTRODUCTION

This plan describes the testing of construction materials and the observation of the various components of construction for an Agricultural Manure Storage Facility to be operated by Doug Heintz located in Section 16 of Sheldon Township, Houston County, Minnesota. Major items of the work to be monitored will include but not be limited to:

- Excavation/Earth Fill
- Tile Installation
- Sand/Gravel base
- Reinforcing steel placement
- Waterstop installation
- Concrete placement
- Wall backfilling

The construction testing and monitoring described in this plan will assist in evaluating the quality and quantity of materials placed and will provide guidelines for documenting test results and observations that will be used for certification. The Detail Plans and Construction and Material Specifications prepared for this project are the governing standards that the work in this construction must meet. The Detail Plans and Construction and Material Specifications will take precedence in any discrepancy between these documents. The work will be observed and documented by on site representatives from SE SWCD Technical Support staff or by representatives of the Root River SWCD.

2.0 ITEMS OF WORK TO BE MONITORED

Excavation

Periodic monitoring of excavation and earthfill placement will be performed for all earthwork items. The work areas will be staked and marked with cut and fill marks. Depth of excavation, height of fill and grade of side slopes will be verified and documented.

Tile Installation

Tile locations will be staked and cuts will be marked on stakes or flags. The tile placement will be continuously monitored as work begins until such time the on site representative is assured that installation will progress satisfactorily with periodic monitoring.

The backfilling will be continuously monitored around the structure to four feet over the tile or to complete backfilling, whichever is least. The granular drainage envelope will be checked for the specified material prior to use. Tile trench elevation(s), length and width will be checked and documented prior to installation. Final tile location will be surveyed.

Sand/Gravel Base

Periodic monitoring will be performed for the sand/gravel subbase placement once the excavation to subgrade has been completed. Compaction will be visually observed and documented including survey of final elevation(s).

Concrete Placement

Periodic monitoring will be required for footing excavation, form construction, steel and waterstop placement.

- Reinforcement and waterstop will be verified and documented prior to concrete placement.
- Elevations will be recorded on all footing and joint excavation. Formwork will be inspected for the correct dimensions and placement.
- Correct backfill and subgrade material will be verified prior to placement.

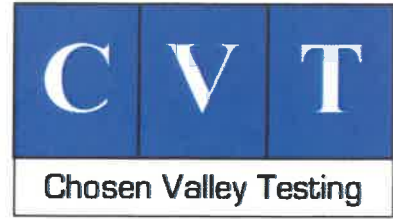
Continuous monitoring will be performed during concrete placement. On site tests and laboratory tests will be performed to assure compliance with the Construction and Material Specifications. The following tests will be performed on the concrete flatwork and walls per 100 cy and for each separate concrete pour, new mix or different concrete supplier:

- Sampling according to ASTM C172.
- Air Content according to ASTM C231.
- Slump according to ASTM C143.
- Compressive strength according to ASTM C31
- Temperature according to ASTM C1064

Compressive strength cylinders will be cast during the placing of concrete for the storage facility to evaluate conformance to the construction and material specifications. The cylinders will be tested at a materials testing laboratory at the landowner's expense. Minimum of 3 cylinders will be cast per 150 cy and each separate concrete pour or mix. Concrete will be monitored as it is being discharged from the mixer into the form work for segregation, vertical drop, layer thickness, consolidation and placement rate. Concrete delivery tickets will be examined for the specified mix design and air entrainment.

3.0 METHOD OF DATA PRESENTATION

Elevations of the various work items will be listed in the record drawings. Any changes will be noted either in the record drawings or in the documentation report. Concrete testing results will be summarized in tabular format and any laboratory test forms will be included in the report. Photographs will be used to show major phases of construction.



Geotechnical Evaluation:

Proposed Manure Storage Pit
 T103 N, R6W, Section 16 SE ¼
 Sheldon Township, Houston County, Minnesota

Prepared for:

Mr. Doug Heintz
 Badger Valley Farms

March 8, 2026
 CVT #: 26499.25.MNR

Certification:

<p>DEVIN M. EHLER LICENSED PROFESSIONAL ENGINEER 52649 STATE OF MINNESOTA</p>	<p>I hereby certify that this report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.</p> <p><i>Devin Ehler</i> Devin M. Ehler, PE Geotechnical Engineer Registration Number 52649 Date: March 8, 2026</p>
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Boring Location Sketch

Log of Boring # 1-2

Legend to Soil Description

Chosen Valley Testing, Inc.

Geotechnical Engineering and Testing • 1410 7th St. NW • Rochester, MN 55901 • Telephone (507) 281-0968 • E-mail rochester@cvtesting.com

Mr. Dougals C. Heintz
Badger Valley Farm LLC
8903 State Highway 76
Caledonia, MN 55921
[REDACTED]

March 8, 2026

**Re: Geotechnical Evaluation
Proposed Manure Storage Pit
T103 N, R6W, Section 16 SE ¼
Sheldon Township, Houston County, Minnesota
CVT Project Number: 26499.25.MNR**

Dear Mr. Heintz,

As authorized, we performed soil borings at the site of the proposed manure storage at your farm near Caledonia, Minnesota. This report summarizes the results of our exploration and includes recommendations for design and construction.

A. Introduction

The intent of this report is to present our findings and describe the means used to collect the data. The data was collected for a specific purpose and may not be suitable for other purposes. We should be consulted before attempting to use the data for other uses. A complete and thorough review of the entire document, including its assumptions and its appendices, should be undertaken immediately upon receipt.

A.1. Scope

To provide data for analysis, two (2) penetration test borings were drilled on site. The borings were drilled to the planned depths about 31 feet below the surface. Our scope included geotechnical recommendations for the proposed structure.

A.2. Boring Locations

The desired boring locations were indicated to Chosen Valley Testing (CVT) on site by staking provided by SE SWCD. The Boring Location Sketch in the Appendix shows the approximate locations as-drilled according to GPS coordinates recorded in the field from a handheld device plotted onto aerial imagery with the site plan overlain using Google Earth software. These locations should be considered approximate. Ground surface elevations at the borings were provided on the staking by SE SWCD.

A.3. Geologic Background

A geotechnical report is based on subsurface data collected for the specific structure or problem. Available geologic data from the region can help to interpret the data and is briefly summarized in this section.

Geologic maps of the area indicate that the natural surficial soils at the site are loessial and alluvial deposited clays and silts over sands. Bedrock is mapped near the within 50 feet of the surface to 100 to 150 feet below the surface lines with the uppermost formation typically consisting of siltstone, dolomitic siltstone, sandstone, and very thin shale beds of the St. Lawrence Formation.

B. Exploration Results

The borings were performed using penetration test procedures (Method of Test ASTM D1586). This procedure allows for the extraction of intact soil specimen from deep in the ground. With this method, a hollow-stem auger is drilled to the desired sampling depth. A 2-inch OD sampling tube is then screwed onto the end of a sampling rod, inserted through the hole in the auger's tip, and then driven into the soil with a 140-pound hammer dropped repeatedly from a height of 30 inches above the sampling rod. The sampler is driven 18 inches into the soil, unless the material is too hard. The samples are generally taken at 2½ to 5-foot intervals. The core of soil obtained is classified and logged by the driller and a representative portion is then sealed and delivered to the soils engineer for review.

B.1. Stratification

The borings encountered about 26 ½ feet of silty clay and silt loess overlying silty sand alluvium down to boring planned termination depths around 31 feet below the surface.

The soil boring data has been summarized in the following cross-section. For more detailed information, please refer to the individual Log of Boring sheets in the Appendix.



B.2. Penetration and Laboratory Test Data

The number of blows needed for the hammer to advance the penetration test sampler is an indicator of soil characteristics. The number of blows to advance the sampler 1 foot is called the penetration resistance or "N"-value. The results tend to be more meaningful for natural mineral soils, than for fill soils. In fill soils, compaction tests are more meaningful.

Penetration resistance values ("N" Values) of 4 to 12 blows per foot (BPF) were recorded in the loessial clays and silts, indicating they were rather soft to rather stiff. The silty sand returned resistance values of 2 to 10, indicating it was very loose to loose.

A key to the descriptors used to qualify the relative density of soil (such as *soft*, *stiff*, *loose*, and *dense*) can be found on the Legend to Soil Description in the Appendix.

Pocket penetrometer tests were performed to help estimate the compressive strength of the cohesive soils. The loessial clays and silts returned values of less than ¼ to 2 tons per square foot (tsf).

B.3. Groundwater Data

Methods: During drilling, the drillers may note the presence of moisture on the sampler, in the cuttings, or in the borehole itself. These findings are reported on the boring logs. Because water levels vary with weather, time of year, and other factors, the presence or lack of water during exploration is subject to interpretation and is not always conclusive.

Free water was observed in the western boring (B-1) around 29 feet below the surface during our exploration. The depth corresponds near elevation 741 feet. Groundwater levels on site would be expected to fluctuate seasonally with local weather patterns and similar to levels in nearby bodies of water.

The Houston County Soil Survey indicates that the Festina silt loam is the dominant soil type at the site. The seasonal high water table for this soil is indicated as greater than 6 ½ feet below the ground surface.

C. Design Information

The proposed project consists of constructing a new manure storage structure at the Badger Valley Farm in Sheldon Township of Houston County, Minnesota. The proposed manure pit is understood to be constructed out of concrete with dimensions of about 60-foot wide and 120-foot long, with 8-foot tall walls supported on thickened edge spread footings around the perimeter. The pit bottom elevation is planned to be near elevation 764 feet. Based on this information, grading is expected to mostly require a cut/excavation to reach the pit bottom elevation but up to 3 feet of backfill is planned behind the south and east walls.

D. Analysis of Data

D.1. Bedrock Considerations

According to the Minnesota Rules Chapter 7020, manure in a concrete lined pit must be kept at least 5 above soluble bedrock, with this rule further dependent on animal units, the use of additional liners, and other karst factors. Bedrock was not encountered within 31 feet of the surface at the borings or above elevations 739 to 740 feet.

The County Feedlot Officer or Minnesota Pollution Control Agency (MPCA) should be contacted to determine the type of preparations needed for this facility in consideration of the several factors involved.

D.2. Groundwater/De-Watering

Pit bottoms must be maintained above the water table or draitile should be installed to maintain water levels below the basin. Again, free water was observed in the western boring about 29 feet below the surface during our exploration or near elevation 741 feet. The upper soils on site consist of low permeable loessial silty clay and silt, and it is understood that the lower backfill is to consist of sand or gravel where moisture could perch. As a precaution, a draitile is recommended in the base of the granular backfill to prevent water problems and excess pressure on walls and slabs.

D.3. Manure Storage Structure - Excavation

The pit bottom is expected to bear on loessial silty clay and silt. These soils were rather wet at the time of our exploration and will be sensitive to construction traffic if conditions prevail at the time of construction. Therefore, we recommend using an excavator with a smooth-lipped bucket to limit disturbance to the bearing soils and to produce a smooth working surface. The excavator should work from existing grades starting at one end of the site to the opposite end, in an effort to prevent tracking, rutting, or getting stuck in the supporting pit bottom soils that would warrant soil corrections. If equipment or vehicles are required to drive across the pit bottom, we recommend placing a layer of clean sand or gravel at the base to provide a stable subgrade to mitigate the potential for rutting.

D.4. Bearing Capacity and Settlement

Based on the soil boring data and the proposed pit bottom elevation, foundations are anticipated to bear on loessial silty clay and silt. These soils are considered to have an allowable bearing capacity of up to 2,000 psf (pounds per square foot), although foundation and slab pressures produced are expected to be less. This allowable bearing capacity includes a safety factor of at least 3 against shear failure.

Total post-construction settlement is anticipated to be on the order of 1 inch or less. Differential settlement between similarly loaded footings is expected to be on the order of ½ inch or less.

D.5. Backfill and Lateral Earth Pressure Recommendations

The soils onsite are considered generally suitable for use as backfill behind walls, provided they are

adequately moisture conditioned and compacted. Clean sand backfill would produce lower lateral pressures on walls than the clayey/silty soils.

To limit perimeter settlement as well as infiltration of water into the backfill, we recommend compacting all fill to 95% of its maximum standard Proctor density. The ground surface should be sloped away from the structure for drainage reasons and to prevent undue pressures on below-grade walls. If sand is used as backfill, it should be capped with a layer of clay or pavement to mitigate surface water from infiltrating into the backfill and a perimeter draitile should be placed behind the base of walls to prevent the collection of water.

Earth pressures on walls will depend on the material used, its compaction, drainage, and slopes around the structure, along with the allowable deformation of the walls. Should the backfill behind below-grade walls consist of compacted clays or silts, we suggest using an equivalent fluid pressure of 80 pcf (psf/ft). If clean sand is used as wall backfill, we recommend using an equivalent fluid pressure of 50 pcf (psf/ft). These values do not include a safety factor and would increase if they became saturated or water bearing.

The above values also assume that the backfill does not freeze. If the backfill can freeze, much higher pressures will result – particularly with regard to clayey and silty materials. This situation may be accommodated with a stiffer wall design, by insulation of the backfill (to prevent freezing), replacing the clay with non-frost-susceptible clean sand or gravel, or other measures.

D.6. Construction Phase Testing

The MPCA requires construction testing and inspection on all manure storage structures. Typical requirements would include:

- Evaluation of the natural soils before placing any fill
- Compaction testing on fill used for embankments, subgrades, etc, and
- Review of the excavation for karst features.

Events of the last few years have intensified requirements for testing and inspection of the concrete slabs, footings, and walls of the manure storage structures. Testing of the concrete for air content and compressive strength are becoming normal requirements, as well as documentation of reinforcement, control joints, water stops, draitile, etc. Although our firm provides such services, the necessity and extent of such services will need to be determined by consultation between the designer and the appropriate regulatory services.

E. Level of Care

The services provided for this project have been conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in this area, under similar budget and time constraints. This is our professional responsibility. No other warranty, expressed or implied, is made.

CALEDONIA BADGER VALLEY MANURE STORAGE PIT
CVT PROJECT #: 26499.25.MNR

MARCH 8, 2026
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Appendix

Boring Location Sketch

Log of Boring 1-2

Legend to Soil Description



PROJECT: 26499.25.MNR Design Phase Geotechnical Evaluation Manure Storage Pit T103 N, R6W, Section 16 SE 1/4 Sheldon Township, Houston County, Minnesota	BORING: B-1	
	LOCATION: See attached sketch.	
	DATE: 11/19/2025	SCALE: 1" = 2'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
769.8	0.0	CL ML	SILTY CLAY , brown, moist, medium. (Loess)			Benchmark: survey nail in round wooden gate post, adjacent to NE corner of main dairy-herd freestall barn = EL. 767.45 ft
			Gray-brown below 4'	6		PP = 1.0 tsf; MC = 24.0%
				6		PP = 0.75 tsf; MC = 27.8%
763.3	6.5	ML	SILT , brown, moist, rather soft to rather stiff. (Loess)			
			Iron staining below 9'	8		PP = 1.5 tsf; MC = 23.6%
			Light gray below 11.5'	4		PP = 1.25 tsf; MC = 19.0%
				12		PP = 1.75 tsf; MC = 27.8%
				11		PP = 1.75 tsf; MC = 26.3%

CVT STANDARD 26499.25.MNR (CALEDONIA MANURE STORAGE PIT).GPJ LOG.A.GNIN06.GDT 11/24/25



PROJECT: 26499.25.MNR Design Phase Geotechnical Evaluation Manure Storage Pit T103 N, R6W, Section 16 SE 1/4 Sheldon Township, Houston County, Minnesota	BORING: B-1 (cont.)	
	LOCATION: See attached sketch.	
	DATE: 11/19/2025	SCALE: 1" = 2'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
		ML <i>(continued)</i>				
				8		PP = 1.0 tsf; MC = 23.0%
				6		PP = 1.25 tsf; MC = 22.2%
			Wet below 21.5'			
				4		PP = 0.5 tsf; MC = 27.8%
				6		PP < 0.25 tsf; MC = 27.6%
743.3	26.5	SM	SILTY SAND , fine grained, light gray, brown, and dark brown banding, water bearing. (Alluvium)	10		
					▽	
738.8	31.0			2		
			End of boring. Water observed around 29' during drilling. Boring sealed upon completion.			

CVT STANDARD 26499.25.MNR (CALEDONIA MANURE STORAGE PIT), GPJ, LOG A, GINN08, GDT, 11/24/25

LOG OF BORING SUBMITTED BY APPLICANT

CHOSEN VALLEY TESTING



PROJECT: 26499.25.MNR Design Phase Geotechnical Evaluation Manure Storage Pit T103 N, R6W, Section 16 SE 1/4 Sheldon Township, Houston County, Minnesota	BORING: B-2	
	LOCATION: See attached sketch.	
	DATE: 11/19/2025	SCALE: 1" = 2'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
770.8	0.0	ML	<u>SILT</u> , gray-brown, moist, rather soft to rather stiff. (Loess)			Benchmark: survey nail in round wooden gate post, adjacent to NE corner of main dairy-herd freestall barn = EL. 767.45 ft
				8		PP = 1.25 tsf, MC = 18.9%
				7		PP = 0.75 tsf, MC = 26.8%
			Iron staining below 6.5'	9		PP = 1.5 tsf, MC = 17.7%
				11		PP = 2.0 tsf, MC = 17.0%
				10		PP = 1.75 tsf, MC = 21.1%
				8		PP = 2.0 tsf, MC = 25.7%

CVT STANDARD 26499.25.MNR (CALEDONIA MANURE STORAGE PIT).GPJ LOG.A GINNO6.GDT 11/23/25

LOG OF BORING SUBMITTED BY APPLICANT

CHOSEN VALLEY TESTING



PROJECT: 26499.25.MNR Design Phase Geotechnical Evaluation Manure Storage Pit T103 N, R6W, Section 16 SE 1/4 Sheldon Township, Houston County, Minnesota	BORING: B-2 (cont.)	
	LOCATION: See attached sketch.	
	DATE: 11/19/2025	SCALE: 1" = 2'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
		ML <i>(continued)</i>				
				8		PP = 1.5 tsf; MC = 24.0%
				7		PP = 1.75 tsf; MC = 23.5%
			Wet from 21.5' to 23'			
				4		PP < 0.25 tsf; MC = 26.8%
				10		PP = 1.5 tsf; MC = 26.3%
744.3	26.5	SM	SILTY SAND , fine grained, brown, moist, very loose. (Alluvium)			
			Wet below 28'			
739.8	31.0			2		
			End of boring. Water not observed during drilling. Boring sealed upon completion.			

CVT STANDARD 26499.25.MNR (CALEDONIA MANURE STORAGE PIT). GPJ LOG A GINN08.GDT 11/24/25

UNIFIED SOIL CLASSIFICATION (ASTM D-2487/2488)

MATERIAL TYPES	CRITERIA FOR ASSIGNING SOIL GROUP NAMES		GROUP SYMBOL	SOIL GROUP NAMES & LEGEND	
COARSE-GRAINED SOILS >50% RETAINED ON NO. 200 SIEVE	GRAVELS >50% OF COARSE FRACTION RETAINED ON NO. 4. SIEVE	CLEAN GRAVELS <5% FINES	Cu>4 AND 1<Cc<3	GW	WELL-GRADED GRAVEL
			Cu>4 AND 1>Cc>3	GP	POORLY-GRADED GRAVEL
		GRAVELS WITH FINES >12% FINES	FINES CLASSIFY AS ML OR CL	GM	SILTY GRAVEL
			FINES CLASSIFY AS CL OR CH	GC	CLAYEY GRAVEL
	SANDS >50% OF COARSE FRACTION PASSES ON NO. 4. SIEVE	CLEAN SANDS <5% FINES	Cu>6 AND 1<Cc<3	SW	WELL-GRADED SAND
			Cu>6 AND 1>Cc>3	SP	POORLY-GRADED SAND
		SANDS AND FINES >12% FINES	FINES CLASSIFY AS ML OR CL	SM	SILTY SAND
			FINES CLASSIFY AS CL OR CH	SC	CLAYEY SAND
FINE-GRAINED SOILS >50% PASSES NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT<50	INORGANIC	Pi>7 AND PLOTS>"A" LINE	CL	LEAN CLAY
			Pi>4 AND PLOTS<"A" LINE	ML	SILT
		ORGANIC	LL (oven dried)/LL (not dried)<0.75	OL	ORGANIC CLAY OR SILT
	SILTS AND CLAYS LIQUID LIMIT>50	INORGANIC	PI PLOTS >"A" LINE	CH	FAT CLAY
			PI PLOTS <"A" LINE	MH	ELASTIC SILT
		ORGANIC	LL (oven dried)/LL (not dried)<0.75	OH	ORGANIC CLAY OR SILT
HIGHLY ORGANIC SOILS	PRIMARILY ORGANIC MATTER, DARK IN COLOR, AND ORGANIC ODOR		PT	PEAT	

Relative Proportions of Sand and Gravel	
TERM	PERCENT
Trace With Modifier	< 15
	15 - 29
	> 30
Relative Proportions of Fines	
TERM	PERCENT
Trace With Modifier	< 5
	5 - 12
	> 12
Grain Size Terminology	
TERM	SIZE
Boulder	< 12 in.
Cobble	3 in. - 12 in.
Gravel	#4 sieve to 3 in.
Sand	#200 sieve to #4 sieve
Silt or Clay	Passing #200 sieve

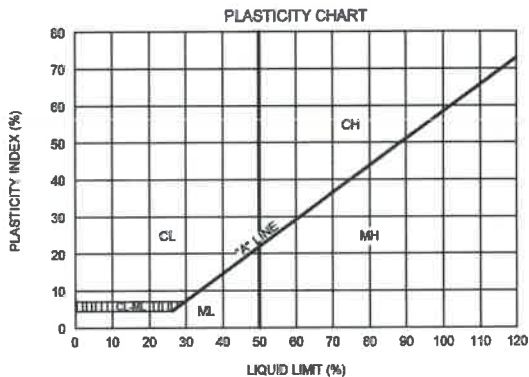
SAMPLE TYPES

-  Hollow Stem
-  Standard Penetration Test

TEST SYMBOLS

- MC - MOISTURE CONTENT
- OC - ORGANIC CONTENT
- CN - CONSOLIDATION
- DD - DRY DENSITY
- PP - POCKET PENETROMETER
- RV - R-VALUE
- SA - SIEVE ANALYSIS
- P200 - % PASSING #200 SIEVE
- LL - LIQUID LIMIT
- PI - PLASTISITY INDEX
- SW - SWELL TEST
- UU - Unconsolidated Undrained triaxial

-  WATER LEVEL (WITH TIME OF) MEASUREMENT



PENETRATION RESISTANCE (RECORDED AS BLOWS / 0.5 FT)				
SAND & GRAVEL		SILT & CLAY		
RELATIVE DENSITY	BLOWS/FOOT*	CONSISTENCY	BLOWS/FOOT*	COMPRESSIVE STRENGTH (TSF)
VERY LOOSE	0 - 4	VERY SOFT	0 - 1	0 - 0.25
LOOSE	4 - 10	SOFT	2 - 3	0.25 - 0.50
MEDIUM DENSE	10 - 30	RATHER SOFT	4 - 5	0.50 - 1.0
DENSE	30 - 50	MEDIUM	5 - 8	
VERY DENSE	OVER 50	RATHER STIFF	9 - 12	1.0 - 2.0
		STIFF	13 - 16	2.0 - 4.0
		VERY STIFF	17 - 30	2.0 - 4.0
		HARD	OVER 30	OVER 4.0

* NUMBER OF BLOWS OF 140 LB HAMMER FALLING 30 INCHES TO DRIVE A 2 INCH O.D. (1-3/8 INCH LD.) SPLIT-BARREL SAMPLER THE LAST 12 INCHES OF AN 18-INCH DRIVE (ASTM-1586 STANDARD PENETRATION TEST).

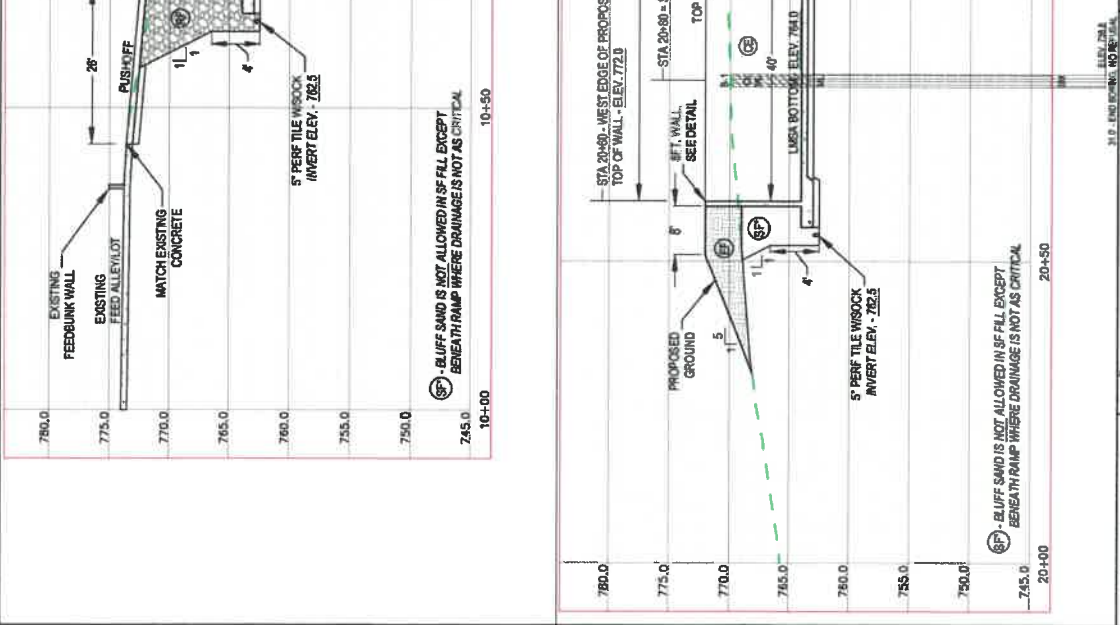
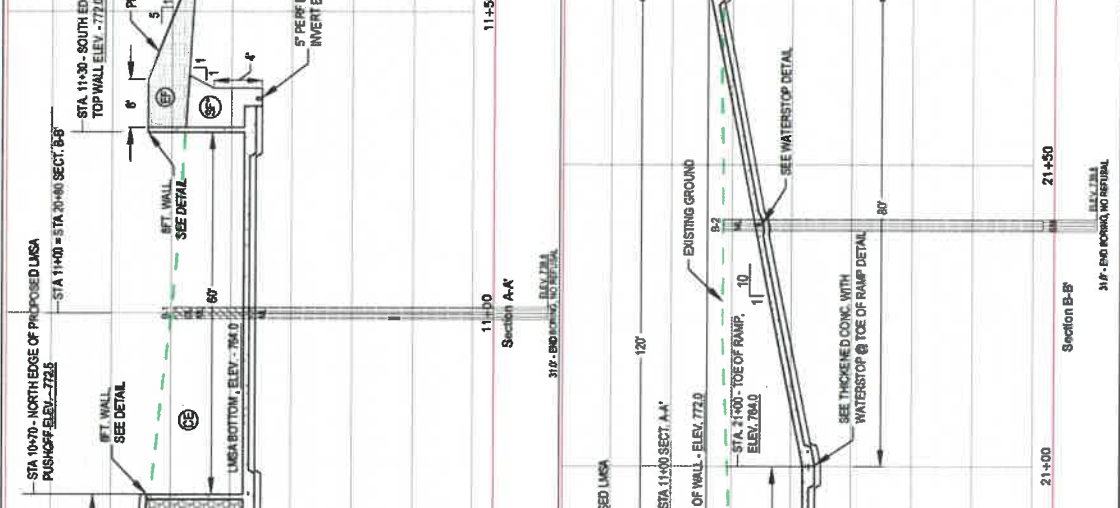
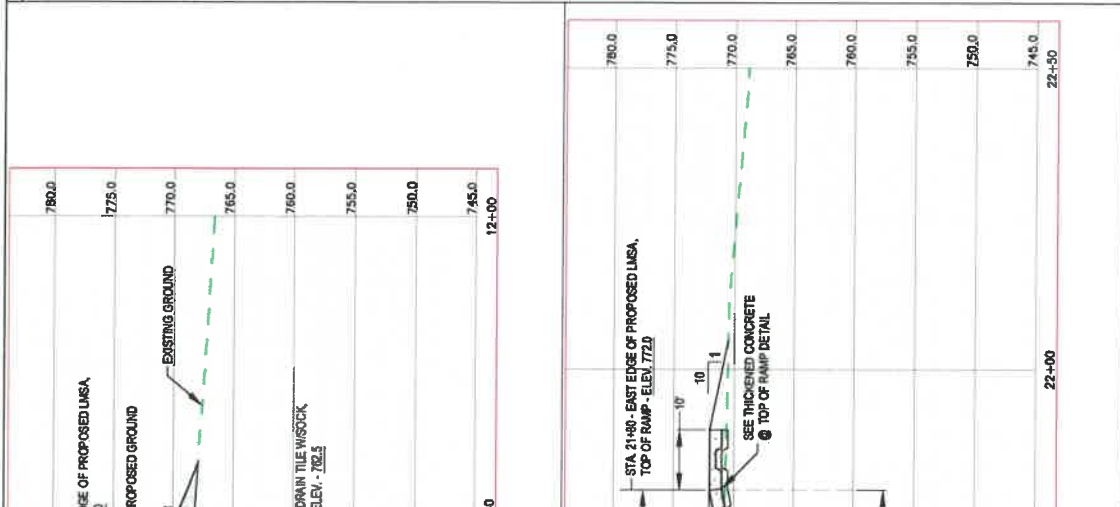
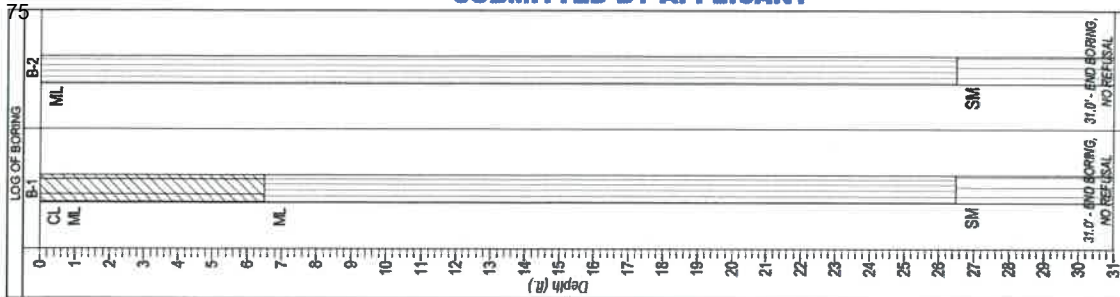
CVT LEGEND.GPJ 3/8/19

Chosen Valley Testing

Job No. CVT

LEGEND TO SOIL DESCRIPTIONS





Doug Heintz - Badger Valley Farms
 Ag. Waste Storage Facility
 ROOT RIVER SOIL & WATER CONSERVATION DISTRICT
 HOUSTON COUNTY, MINNESOTA

PROJECT NO. **RR 2423**
 LICENSE NO. **28268**
 TYPED NAME: **PETER R. FRYER, P.E.**
 SIGNATURE: _____
 DATE: _____

31\"/>

Prepared By:
 Southeast SWCD Technical Support
 Technical Service Area #7
 104 E. 3rd Ave/PO Box 338
 Goodhue, MN 55027
 Office: (651) 923-4286

Southwest Minnesota SWCD

31\"/>

CROSS-SECTIONS & DETAILS SHEET 3 OF 8

DESIGN VALUES

MAXIMUM AMT. OF EARTH BACKFILL IS 3 FT. ANY BACKFILL GREATER THAN 3 FT WILL REQUIRE THE BALANCE OF THE BACKFILL TO BE SAND OR GRAVEL. EX: 8 FT. OF BACKFILL WOULD REQUIRE 3 FT. OF SAND/GRAVEL BACKFILL AND 3 FT. EARTH FILL CAP.

MACHINERY: 72 PSF FT., EQUIVALENT FLUID PRESSURE. MACHINERY LOADING: 120 PSF EQUIV. FLUID PRESSURE REPRESENTING MACHINERY LOAD ON SOIL (2 - 5000 LB. WHEEL LOADS 4 FEET APART) EARTH BACKFILL: 60 PSF FT., EQUIVALENT FLUID PRESSURE 110 PCF (SOIL WEIGHT) AND LESS THAN 50% FINES

CONDITIONS OF USE
BACKFILL: 2 - 8 FT TRACTOR SURCHARGE

STEEL SCHEDULE

MARK	SIZE	AMT	TYPE	R	S	T	LENGTH	TOTAL LENGTH
A	#6	400	STR	7-6"	---	---	3,675	
B	#4	460	STR	4-3"	0-10"	2-0"	7-6"	3,671
C	#4	199	STR	---	---	20-0"	3,980	
D	#4	490	2	3-4"	0-3"	---	4-0"	1,960
E	#5	460	2	4-2"	0-10"	---	5-0"	2,450
F	#4	217	STR	---	---	7-10"	1,936	
G	#4	215	STR	---	---	20-0"	4,300	
J	#4	12	2	2-0"	2-0"	---	4-0"	48
K	#4	4	2	3-4"	3-4"	---	9-3"	27

* SEE CORNER DETAILS FOR MARK J AND K BARS

L-CORNER BAR SCHEMATIC
PLAN VIEW - NOT TO SCALE

SECTION A-A
(NOT TO SCALE)

CORNER STEEL

GENERAL CONSTRUCTION NOTES:

- CONCRETE IS TO BE MIXED AND PLACED ACCORDING TO SPECIFICATIONS.
- JOINTS ARE TO BE SPACED 3 FT OR LESS EACH WAY, UNLESS SPECIFIED ELSEWHERE.
- WHITE CURING COMPOUND SHALL BE APPLIED TO CONCRETE AS SOON AS THE CONCRETE CAN BE WALKED ON.
- SITE PREPARATION: REMOVE ALL ORGANIC AND UNCOMPACTED MATERIAL BEFORE PLACING SAND/GRAVEL SUBGRADE.
- SAND/GRAVEL IS TO BE CLEAN PIT-RUN MATERIAL WITH LESS THAN 10% FINES. COMPACT IN 4 LAYERS WITH VIBRATING COMPACTOR.
- DAMPEN THE SAND/GRAVEL SUBGRADE BEFORE THE CONCRETE IS POURED.
- ANY SAND/GRAVEL BARS OR REINFORCEMENT TO BE GROoved.
- ALL LAP SPICES ARE TO BE STaggerED.

DESIGNED BY: J. Fryer
CHECKED BY: J. Fryer
DATE: 10/1/2014

PROJECT NO.: 141213

CONCRETE FLATWORK

8 FOOT WALL, TRACTOR SURCHARGE

STEEL DETAILS

BAR SIZE	BEND DIAMETER (INCHES)	SPLICE LENGTH (INCHES MIN)
#4-HORIZ. WALL	3	21
#4-ALL OTHER	3	16
#6	3-3/4	20

DESIGNED BY: J. Fryer
CHECKED BY: J. Fryer
DATE: 10/1/2014

PROJECT NO.: 141213

CONCRETE FLATWORK

8 FOOT WALL, TRACTOR SURCHARGE

STEEL DETAILS

BAR SIZE	BEND DIAMETER (INCHES)	SPLICE LENGTH (INCHES MIN)
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#4-ALL OTHER	3	16
#6	3-3/4	20

Prepared By:
Southeast SWCD Technical Support
Technical Service Area #7
104 E. 3rd Ave/PO Box 335
Goodhue, MN 56027

Office: (651)923-8286 Ext. 4

LICENSE NO.: 25598

TYPED NAME: PETER R. FRYER, P.E.

SIGNATURE: _____

DATE: _____

Office: (651)923-8286 Ext. 4

Doug Heintz - Badger Valley Farms
Ag. Waste Storage Facility
ROOT RIVER SOIL & WATER CONSERVATION DISTRICT
HOLSTON COUNTY, MINNESOTA

CONCRETE DETAILS

SHEET 4 OF 6

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Buell Consulting, Inc., on behalf of The Tower, LLC and Jacqueline Horton-Kronebusch, 15403 Hillside Road, Caledonia, MN 55921, for a Conditional Use Permit to build a telecommunication tower in the Agricultural Protection District (Section 14 – 14.3 Conditional Uses, Subdivision 1, Subsection 11) in Crooked Creek Township on the following premises, to wit:

PT NE1/4 NE1/4 of Section 23, Township 102, Range 4, Houston County, Minnesota.
(Parcel #04.0096.000)

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

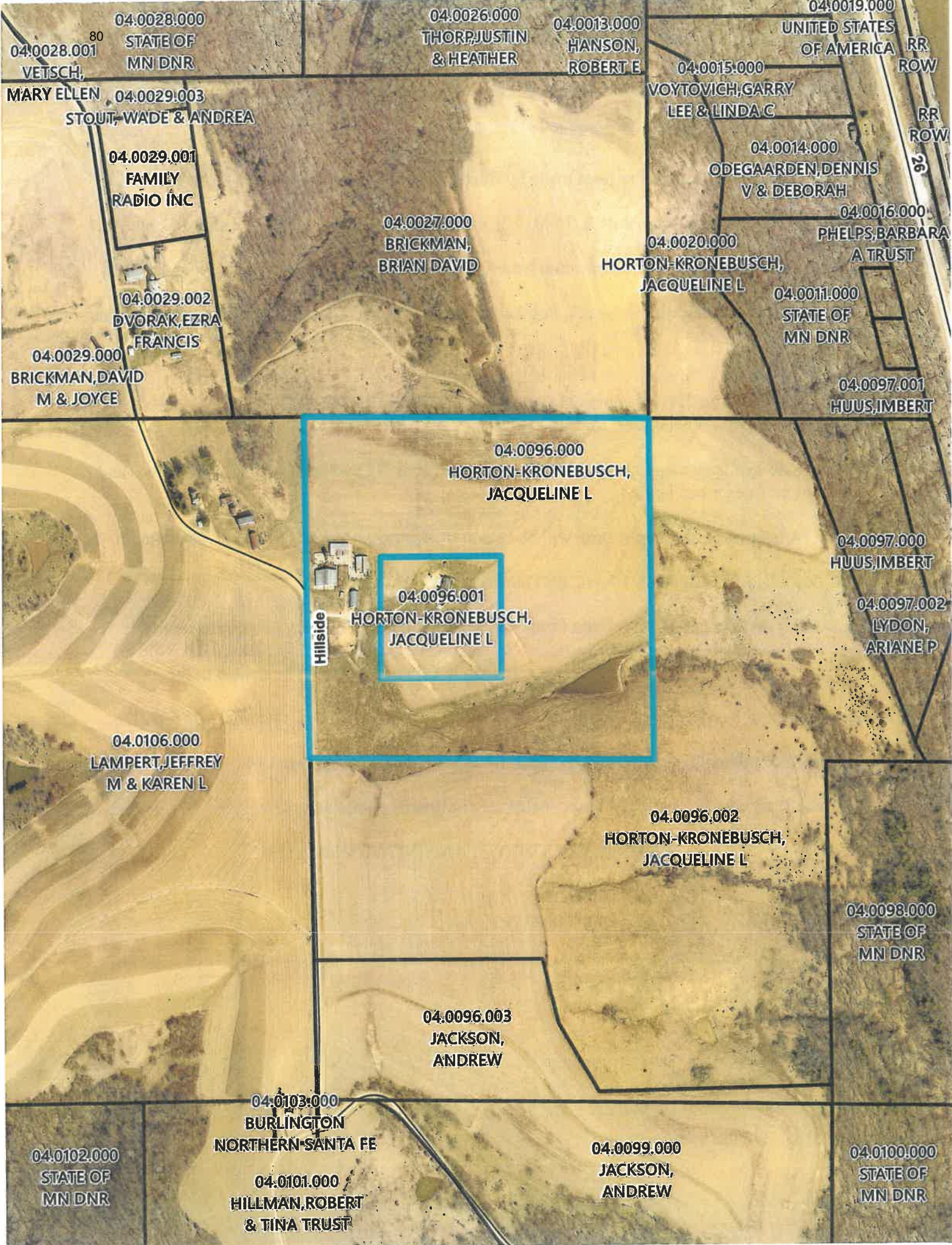
A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 6:10 p.m. on Thursday, April 23, 2026.

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, April 14, 2026 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: April 8, 2026



04.0028.001
VETSCH,
MARY ELLEN

04.0028.000
STATE OF
MN DNR

04.0026.000
THORP,JUSTIN
& HEATHER

04.0013.000
HANSON,
ROBERT E

04.0019.000
UNITED STATES
OF AMERICA
RR
ROW

04.0029.003
STOUT,WADE & ANDREA

04.0015.000
VOYTOVICH,GARRY
LEE & LINDA C

04.0029.001
FAMILY
RADIO INC

04.0014.000
ODEGAARDEN,DENNIS
V & DEBORAH

04.0027.000
BRICKMAN,
BRIAN DAVID

04.0016.000
PHELPS,BARBARA
A TRUST

04.0029.002
DVORAK,EZRA
FRANCIS

04.0020.000
HORTON-KRONEBUSCH,
JACQUELINE L

04.0011.000
STATE OF
MN DNR

04.0029.000
BRICKMAN,DAVID
M & JOYCE

04.0097.001
HUUS,IMBERT

04.0096.000
HORTON-KRONEBUSCH,
JACQUELINE L

04.0097.000
HUUS,IMBERT

Hillside

04.0096.001
HORTON-KRONEBUSCH,
JACQUELINE L

04.0097.002
LYDON,
ARIANE P

04.0106.000
LAMPERT,JEFFREY
M & KAREN L

04.0096.002
HORTON-KRONEBUSCH,
JACQUELINE L

04.0098.000
STATE OF
MN DNR

04.0096.003
JACKSON,
ANDREW

04.0103.000
BURLINGTON
NORTHERN SANTA FE

04.0099.000
JACKSON,
ANDREW

04.0102.000
STATE OF
MN DNR

04.0101.000
HILLMAN,ROBERT
& TINA TRUST

04.0100.000
STATE OF
MN DNR

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: **The Tower, LLC** DATE: **April 23, 2026**
 C.U.P. REQUESTED: **To build a telecommunication tower in the Agricultural Protection District.**

FINDINGS OF FACT

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

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

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

Staff Analysis: Houston County’s vision statement is to “provide quality, essential and affordable public services to the community” and the effect of having improved communication services is interwoven in reaching many of the supporting policies and goals outlined in the Land Use Plan.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The applicant identifies that the tower will increase telecommunication coverage and capacity which will benefit the community and emergency services.

Board Member	Yes	No	Comment
Larry Gaustad	X		
Johnathon Glasspoole	X		
Josh Gran	X		
Franklin Hahn	X		
Eric Johnson	X		
Chase Munson	X		
Richard Schild		X	Feels the company wants the tower but does not know if they need it.

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

Staff Analysis: The applicant has identified that there are no long-term uses associated with this proposal that have the potential to degrade water quality.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The lease area which will amount to less than a quarter acre will consist of a gravel pad and is located at the crest of the hill. This is minimal impervious surface that should not create an adverse increase in the quantity of water runoff.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Geotechnical reviews will be conducted before the foundation is designed, but the applicant does not believe soils will be prohibitive. NRCS has the soil classified as a silt loam which is the predominant soil in the County and there is nothing within the description to indicate there may be issues siting a structure.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Pollution hazards should be limited. Waste generation from construction and maintenance of items such as batteries, diesel fuel or propane for generators and electronic waste will need to be disposed of properly.

Board Member	Yes	No	Comment
Larry Gaustad	X		
Johnathon Glasspoole	X		
Josh Gran	X		
Franklin Hahn	X		
Eric Johnson	X		
Chase Munson	X		
Richard Schild		X	

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

Staff Analysis: An easement including both road access and utilities is part of the scope of this project along with both extensions of fiber and electric lines.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Outside of the initial construction there will only be periodic check-ins at this location by tower maintenance staff and there is space within the leased area for parking for maintenance employees.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: N/A

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

Staff Analysis: Cell towers do create a visual impact, but the Planning Commission may feel the benefit of improved and cost-effective communication outweighs that cost. In fact, the applicant states that most property buyers feel a strong wireless network is an important and attractive element in a home search.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: This is a rural area of predominately tillable land and farm/non-farm dwellings. This proposal will remove minimal land from production and should not impact adjacent landowners' ability to construct dwellings or otherwise develop and improve their land.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: This proposal will not include any offensive odor, fumes, dust, noise or vibration. Tower lighting will be in accordance with FAA regulations.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: N/A

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

Staff Analysis: This is considered a commercial use but there are no density requirements for these proposals.

Board Member	Yes	No	Comment
Larry Gaustad	X		
Johnathon Glasspoole	X		
Josh Gran	X		
Franklin Hahn	X		
Eric Johnson	X		
Chase Munson	X		
Richard Schild		X	

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

Staff Analysis: The FCC is responsible for setting and monitoring parameters on health and safety standards related to cellular telephone towers. Issuance of permits indicates that they believe those standards have been or will be met. In addition, the proposer has sited the tower in a location that should have minimal or no impact on structures, public roads and neighboring properties in the event of a collapse. The applicant also stated the FAA has identified it will not be a hazard to air traffic.

Board Member	Yes	No	Comment
Larry Gaustad	X		
Johnathon Glasspoole	X		
Josh Gran	X		
Franklin Hahn	X		
Eric Johnson	X		
Chase Munson	X		
Richard Schild		X	

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

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

General discussion was held by the Board to determine if a condition should be included for the updated fall zone certificate.

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

Josh Gran made a motion to recommend the Houston County Board approve a Conditional Use Permit to build a telecommunication tower in the Agricultural Protection District with four conditions in Crooked Creek Township:

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. Tower shall be decommissioned if inactive for a period of 12 months.
4. Fall zone certificate shall be corrected to accurately reflect fall zone.

Johnathon Glasspoole seconded. A roll call vote was taken. All were in favor. Motion carried.

Board Member	Yes	No	Comment
Larry Gaustad	X		
Johnathon Glasspoole	X		
Josh Gran	X		Agreed that it is not the greatest visual but stated that based on past experiences we have granted right next to residential and it is hard to say we deny this one.
Franklin Hahn	X		Feels we could be land blasted with towers all over if we don't renew our ordinance. Stated that we are a recommending board to the County Board

Eric Johnson	X		
Chase Munson	X		Feels that we have to follow suit with what has been done. Stated that he does not agree with more towers more infrastructure and thinks we need to look at this.
Richard Schild	X		Stated only because we have approved others in the past and does not think we can single this particular tower out. Stated that he would like to look at things a bit more and feels there will be more towers.

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

4/15/2026

Application Date: 3/23/2026
Hearing Date: 4/23/2026
Petitioner: Justin Gartner, Buell Consulting Inc.
Reviewer: Amelia Meiners
Zoning: Ag Protection
Address: TBD Hillside Road
Township: Crooked Creek
Parcel Number: 04.0096.000
Submitted Materials: CUP Application, Fall Zone Letter, Plan Set, Landowner Letter

OVERVIEW

REQUEST

The applicant is requesting a conditional use permit to construct a telecommunications tower in Crooked Creek Township. Any reference to applicant in this report is to the leaseholder rather than the landowner.

The Towers, LLC is the leaseholder but has retained Buell Consulting, Inc. to provide site acquisition services related to construction of the tower and installation of equipment, which includes permitting.

SUMMARY OF NOTEWORTHY TOPICS

The leaseholder and Verizon Wireless are working to improve coverage and capacity in this area with the added benefit of improving public safety since removing gaps in coverage will allow for more effective response to emergencies.

Towers require both a use and structural permit. The Houston County Zoning Ordinance (HCZO) identifies them as a conditional use in the agricultural protection district. Beyond that the ordinance has limited requirements for this type of proposal.

This request in Crooked Creek Township is for a 250-foot self-supported telecommunications tower along the Mississippi River. This structure can handle three carriers and Verizon Wireless will be the anchor tenant. The main leased space is 100-foot by 100-foot plus easements for access and utilities. In addition to the tower, this proposal includes auxiliary cabinets and generators.

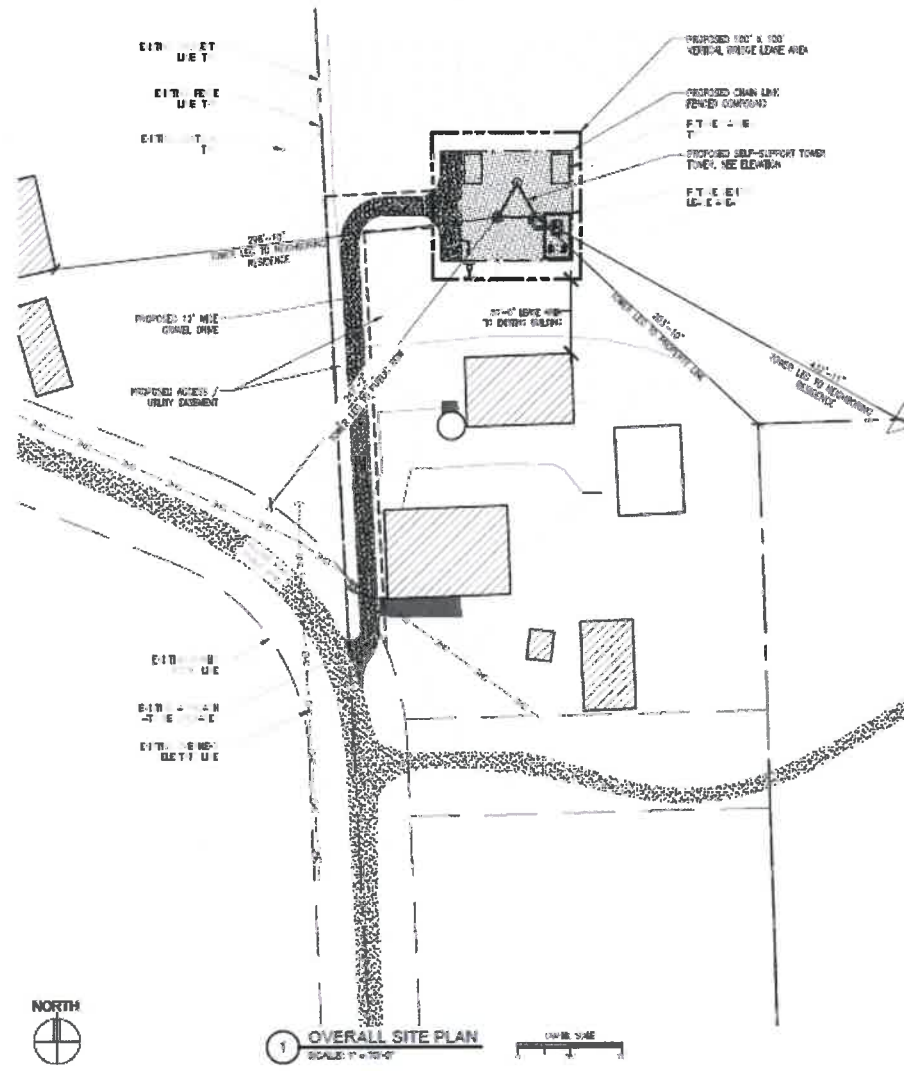


Figure 1. Site Plan for the proposed self-support tower off Hillside Road. The full plan set is included with the application.

The Federal Communications Commission (FCC) is the regulatory authority on these projects and they ensure that projects meet standards of the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), as well as the Endangered Species Act (ESA), Antenna Structure Registration (ASR) and Federal Aviation Administration (FAA), if applicable.

The FCC website states the following about local authority's role, "Section 332(c)(7) of the Communications Act preserves state and local authority over zoning and land use decisions for personal wireless service facilities but sets forth specific limitations on that authority. Specifically, a state or local government may not unreasonably discriminate among providers of functionally equivalent services, may not regulate in a manner that prohibits or has the effect of prohibiting the provision of personal wireless services, must act on applications within a reasonable period of time, and must make any denial of an application in writing supported by substantial evidence in a written record. The statute also preempts local decisions premised directly or indirectly on the environmental effects of radio frequency (RF) emissions, assuming that the provider is in compliance with the Commission's RF rules."

Below are relevant sections of the Houston County Zoning Ordinance:

Essential Services. Overhead or underground electric, gas, communication, steam or water transmission or distribution systems and structures, by public utilities or governmental departments or commissions as are required for protection of the public health, safety, or general welfare, including towers, poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, and accessories in connection therewith, but not including buildings.

SECTION 14 – AGRICULTURAL PROTECTION DISTRICT

14.3 CONDITIONAL USES

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

(9) Communication Services. Commercial radio and television towers and transmitters.

(11) Essential Services. Essential Services, including, regional pipelines, transmission cables, microwave and communication towers.

SECTION 32 - ESSENTIAL SERVICE UTILITY PERMITS

32.1 ESSENTIAL SERVICES

Subdivision 1. General. Essential services have an effect upon urbanizing areas of the County, land uses, highway location, park and recreation areas, preservation of natural environmental areas, lakes, streams, and rivers. The plans for the construction or modification of essential services shall be filed with the County, and a permit obtained, prior to beginning any condemnation action or construction.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Crooked Creek Township and the ten nearest property owners were notified. One comment was submitted which includes a response from another agency that was copied.

SITE CHARACTERISTICS

The proposed location is approximately two miles north of the unincorporated community of Reno and approximately four miles south of Brownsville on Hillside Road. It will be located approximately 250 feet off Hillside Road in an area historically used as tillable acreage. The landowner's dwelling is 500 feet southeast and there is a neighboring dwelling 300 feet west. There is one additional neighbor just over 900 feet to the northwest. There are no bluff or slope concerns and there is no mapped floodplain, wetland or shoreland in the vicinity of this proposal. There is one intermittent stream 950 feet to the southeast and one 700 feet to the northwest and the Mississippi River is half a mile to the east.

There are two radio towers within a half mile of this proposal (see Fig. 2). The one to the south is operated by Burlington Northern Santa Fe and the tower to the north is operated by Family Radio Inc.

A fall zone certificate was provided within the application that identifies if a failure was to occur the pole would fall within a radius of 134 feet from the base of the structure. The plan set identifies the structure will be 124 feet off the closest property line to the west and there is a dwelling 300 feet in that direction. If this was to fall it could fall onto the neighboring property which has historically been managed as pasture or hay ground.



Figure 2. Locations of radio towers (shown as stars) in proximity to the proposed location (shown as a circle).

EVALUATION

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

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

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

Staff Analysis: Houston County’s vision statement is to “provide quality, essential and affordable public services to the community” and the effect of having improved communication services is interwoven in reaching many of the supporting policies and goals outlined in the Land Use Plan.

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

Staff Analysis: The applicant identifies that the tower will increase telecommunication coverage and capacity which will benefit the community and emergency services.

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

Staff Analysis: The applicant has identified that there are no long-term uses associated with this proposal that have the potential to degrade water quality.

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

Staff Analysis: The lease area which will amount to less than a quarter acre will consist of a gravel pad and is located at the crest of the hill. This is minimal impervious surface that should not create an adverse increase in the quantity of water runoff.

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

Staff Analysis: Geotechnical reviews will be conducted before the foundation is designed, but the applicant does not believe soils will be prohibitive. NRCS has the soil classified as a silt loam which is the predominant soil in the County and there is nothing within the description to indicate there may be issues siting a structure.

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

Staff Analysis: Pollution hazards should be limited. Waste generation from construction and maintenance of items such as batteries, diesel fuel or propane for generators and electronic waste will need to be disposed of properly.

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

Staff Analysis: An easement including both road access and utilities is part of the scope of this project along with both extensions of fiber and electric lines.

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: Outside of the initial construction there will only be periodic check-ins at this location by tower maintenance staff and there is space within the leased area for parking for maintenance employees.

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

Staff Analysis: Cell towers do create a visual impact, but the Planning Commission may feel the benefit of improved and cost-effective communication outweighs that cost. In fact, the applicant states that most property buyers feel a strong wireless network is an important and attractive element in a home search.

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

Staff Analysis: This is a rural area of predominately tillable land and farm/non-farm dwellings. This proposal will remove minimal land from production and should not impact adjacent landowners' ability to construct dwellings or otherwise develop and improve their land.

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: This proposal will not include any offensive odor, fumes, dust, noise or vibration. Tower lighting will be in accordance with FAA regulations.

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

Staff Analysis: N/A

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

Staff Analysis: This is considered a commercial use but there are no density requirements for these proposals.

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

Staff Analysis: The FCC is responsible for setting and monitoring parameters on health and safety standards related to cellular telephone towers. Issuance of permits indicates that they believe those standards have been or will be met. In addition, the proposer has sited the tower in a location that should have minimal or no impact on structures, public roads and neighboring properties in the event of a collapse. The applicant also stated the FAA has identified it will not be a hazard to air traffic.

RECOMMENDATION

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

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. Tower shall be decommissioned if inactive for a period of 12 months.

Proposed motion: To recommend granting a conditional use permit for a telecommunications tower in the agriculture protection district with three conditions.

From: [Green, Valiree S \(DNR\)](#)
To: [Ariane Lydon](#); [HoCo Zoning](#)
Subject: RE: Application by Buell Consulting, Inc. For A Telecommunications Tower
Date: Wednesday, April 15, 2026 7:34:46 AM

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

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

Ariane, While I appreciate your concern in local matters, DNR forestry is not involved in this. It may be a good idea to talk to your neighbors as they may or may not be aware of this.

valiree

Valiree Green
 DNR Forestry 805 Hwy 44/76
 Caledonia MN 55921
 507 724-5261 ext 6883
Valiree.green@state.mn.us

“today’s mighty oak is yesterday’s little acorn that held her ground”

From: Ariane Lydon [REDACTED]
Sent: Tuesday, April 14, 2026 7:27 PM
To: Zoning@hocomn.gov
Cc: Green, Valiree S (DNR) <valiree.green@state.mn.us>
Subject: Application by Buell Consulting, Inc. For A Telecommunications Tower

You don't often get email from ariane.p.lydon@gmail.com. [Learn why this is important](#)

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Tuesday, April 14, 2026

To Whom It May Concern,

I have grave concerns over the proposed telecommunications tower and wish to voice my strong wish that this application be denied.

As a property owner directly east of this proposed tower I am very concerned about the lowered value of my property as well as aesthetic concerns.

I also have grave concerns over bats which have been observed avoiding areas with high electromagnetic radiation from radio frequencies and microwaves.

A reduction in bat foraging activity near towers emitting strong electromagnetic radiation

would directly affect my aesthetic enjoyment of my property, as would the unsettling and certain knowledge that I, too, would be exposed to continuous electromagnetic radiation as well spring, summer, fall, and winter.

Respectfully,

Ariane P. Lydon

04.0097.002

Conditional Use Amount Paid
 Request \$0.00
 2026-CUP-567851

Applicant Created Status
 Justin J Gartner March 20, 2026 In Progress

Number
 2026-CUP-
 567851

HORTON-
 KRONEBUSCH,JACQUELINE L |
 040096000 | Crooked Creek
 Submitted by jjgartner on
 3/20/2026



Applicant

Justin J Gartner



Search Parcel Data

 Completed On Friday, March 20, 2026 at 8:08 AM CDT by jjgartner

ParcelID	Address	City	OwnerName	Acres
040096000			HORTON-KRONEBUSCH,JACQUELINE L	34.910

CONDITIONAL USE INTRO

 Completed On Friday, March 20, 2026 at 8:08 AM CDT by jjgartner

Conditional Use Application Fee

\$700.00

Recording Fee

\$46.00

Application Type:

Conditional Use

APPLICANT INFORMATION

 Completed On Friday, March 20, 2026 at 8:12 AM CDT by jjgartner

Applicant Name

HORTON-KRONEBUSCH,JACQUELINE L

Parcel Tax ID

040096000

Telephone Number



Address

9973 Valley View Rd 200 200

City

Eden Prairie

Zip

55344

Legal Description

NE1/4 NE1/4 EX E 15A & W1/2 NE1/4 & W1/2 SE1/4 NE1/4 EX 5.0 AC IN NW1/4 NE1/4; 1

Section-Township-Range

23-102-004

Do you own additional adjacent parcels

Yes

Township of:

Crooked Creek

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

Yes

CONDITIONAL USE REQUEST Completed On Friday, March 20, 2026 at 8:18 AM CDT by jjgartner

Describe in detail your request.

Request to construct a 250' self-support tower, with 10' lighting rod, for a total of 260' in height, for telecommunications.

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

SECTION 14 - AGRICULTURAL PROTECTION DISTRICT, 14.3 CONDITIONAL USES, (9) Communication Services. Commercial radio and te

Requested Dimension:

100' x 100' lease area for 260' tower including the 10' lighting rod.

Please upload any supporting documents:

[FALL_ZONE_LETTER_US-MN-5483_MN11_BROWNSVILLE_2.17.2026.pdf](#)[US-MN-5483_Brownsville_PCD_RevB_02262026.pdf](#)

CONDITIONAL USE FINDING OF FACTS Completed On Friday, March 20, 2026 at 10:38 AM CDT by jjgartner

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

Yes

Comments:

⁹⁶The proposed use is conditional use in the Agricultural Protection District.

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

Yes

Comments:

The proposed tower will increase telecommunication coverage and capacity for the area which will benefit the local community and emergency services.

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

Yes

Comments:

This proposed use will not degrade water quality.

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

Yes

Comments:

This proposed use with less than ¼ of an acre of lease space, that will be graveled, will not adversely increase the quantity of water runoff.

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

Yes

Comments:

Soil testing will occur as part of the certified engineering tower and foundation plans that will be completed as part of this project.

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

Yes

Comments:

This proposed use will not involve harmful pollution.

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

Yes

Comments:

The proposed use will have its own driveway and utilities which will be provided at applicants' own expense.

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

Yes

Comments:

Once built, the facility will be unmanned and rarely visited, so there will be no parking or loading space needed. The 100' x 100' lease space will accommodate any vehicles that may need to access the site.

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

Yes

Comments:

Once built, the facility will be unmanned and rarely visited, so there will be no traffic congestion. During construction activities, if needed, we will ensure procedures are instituted to limit traffic hazards and congestion.

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

Yes

Comments:

Our proposed tower site will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, which are largely agricultural in nature, with some home sites in the area. The proposed site will also not substantially diminish or impair property values within the neighborhood. Rather, we have found that property values are not affected by tower sites. And, most property buyers feel that a strong wireless network is an important and attractive element in a home search.

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

Comments:

Our proposed tower site will not impede the normal and orderly development of the surrounding property. The placement is out of the way and doesn't take up much space.

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:

Our proposed use will not create any objectionable noise, offensive odor, fumes, dust, or vibration. The only lighting will be in accordance with the FAA requirements.

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:

Not Applicable.

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:

Not Applicable.

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:

Establishing this tower site will not be detrimental to or endanger the public health, safety, moral, or general welfare of the community. The FAA has determined that this structure will not be a hazard to air traffic, and indeed we are well away from any approach zone. Furthermore, the tower site enables improved wireless network capabilities in the area, which has long-standing positive implications to support the local economy and community.

Upload Site Plan

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

Sketch Layer

Reference Layer

Mapproxy



Powered by Esri

Use the space below to include site plan comments, if necessary

APPLICATION SUBMITTAL Completed On Friday, March 20, 2026 at 10:44 AM CDT by jgartner

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

Yes

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

Yes

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

Yes



Date Signed:

3/20/2026

Check this box if Staff Signature on behalf of Applicant.

Email APPLICATION SUBMITTAL Completed On Friday, March 20, 2026 at 10:44 AM CDT by jgartner

External Notes

Documents

Internal Notes

Documents

PREPARED FOR:

THE TOWERS, LLC
 22 WEST ATLANTIC AVENUE, SUITE 310
 DELRAY BEACH, FL 33444

NOT FOR
 CONSTRUCTION

DESIGN
 8973 VALLEY VIEW RD.
 EDEN PRAIRIE, MN 55344
 WWW.DESIGNWEP.COM

PROJECT
 US-MN-5483
 FUZE ID: 17027783
US-MN-5483
BROWNSVILLE

15403 HILLSIDE RD
 BROWNSVILLE, MN 55919

SHEET CONTENTS:
 SHEET DESCRIPTIONS
 CODE COMPLIANCE
 VICINITY MAP
 PROJECT INFORMATION
 SHEET INDEX
 ISSUE SUMMARY
 APPROVALS
 CONTRACTS

DATE: 02-28-2023
 CHECKED BY: [Signature]
 REV. A: 02-28-2023
 REV. B: 02-28-2023

T-1

verizon
 10801 BUSH LAKE ROAD
 BLOOMINGTON, MN 55438
 CONSTRUCTION DEPT. (952) 946-4700

SITE NAME: MN11 BROWNSVILLE
MDG: 5000920906
FUZE PROJECT ID: 17027783

CONTACTS	
PROPERTY OWNER:	Jacobs Homebranch 11111 BUSH LAKE ROAD BROWNSVILLE, MN 55919 (952) 421-1829
LESSOR / LICENSOR:	THE TOWERS, LLC 22 WEST ATLANTIC AVENUE, SUITE 310 DELRAY BEACH, FL 33444 (407) 982-4090
LESSEE:	VERIZON WIRELESS 10901 BUSH LAKE ROAD BLOOMINGTON, MN 55438 CONSTRUCTION DEPT. (952) 946-4700
POWER UTILITY COMPANY CONTACT:	MIDENERGY COOPERATIVE 11111 BUSH LAKE ROAD BLOOMINGTON, MN 55919 (952) 432-2235
TELCO UTILITY COMPANY CONTACT:	ACERITY 2000 CEDAR STREET HOUSTON, MN 55943 (888) 404-4940
DESIGNER:	DESIGN 1 OF EDEN PRAIRIE 8973 VALLEY VIEW ROAD EDEN PRAIRIE, MN 55344 (952) 865-5989
STRUCTURAL ENGINEER (TOWER):	T.B.D.
SITE ACQUISITION:	BUELL CONSULTING, INC. 720 MAIN ST., SUITE 200 917 PAUL, MN 56110

DRAWING APPROVALS		
JOB TITLE	NAME	DATE
VERTICAL BRIDGE		
RF ENGINEER		
CONSTRUCTION ENGINEER		
TRANSPORT ENGINEER		
EQUIPMENT ENGINEER		
REAL ESTATE SPECIALIST		

verticalbridge
THE TOWERS LLC
 US-MN-5483
BROWNSVILLE
 15403 HILLSIDE RD
 BROWNSVILLE, MN 55919
250' SELF-SUPPORT TOWER

SHEET INDEX

SHEET	SHEET DESCRIPTION
T-1-T2	PROJECT TITLE SHEET & GENERAL NOTES
	SURVEY
A-1	OVERALL SITE PLAN AND TOWER ELEVATION
A-2	ENLARGED SITE PLAN
A-3/A-3.2	SITE PREP & GROUNDING NOTES AND DETAILS
A-4/A-4.2	FENCE DETAILS
A-4	SIGN DETAILS
A-7	MISC. DETAILS
A-8	SITE PHOTOS
G-1/G-3	GROUNDING NOTES, PLAN AND DETAILS
U-1/U-2	SITE UTILITY PLANS, DETAILS AND NOTES
V2W A-1	VERIZON SITE PLAN
V2W A-2	RFDS INFO, MOUNTING DETAIL AND ONE-LINE DIAGRAM
V2W A-3	CABINET AND BASE EQUIPMENT DETAILS
V2W A-4	CABLE ICE BRIDGE, GPS AND MISC. DETAILS
V2W A-5	GENERATOR DETAILS
V2W G-1	VERIZON GROUNDING PLAN
V2W G-2	VERIZON GROUNDING DETAILS AND NOTES
V2W U-1	VERIZON UTILITY PLAN, DETAILS AND NOTES
V2W U-2	CONDUIT ROUTING PLAN AND ONE-LINE ELECTRIC DIAGRAM

ISSUE SUMMARY		
REV	DESCRIPTION	SHEET/DETAIL
A	ISSUED FOR REVIEW	ALL
B	ISSUED FOR REVIEW	ALL

- PROJECT DESCRIPTION:**
 CONSTRUCTION OF TELECOMMUNICATIONS AND PUBLIC UTILITY FACILITY, CONSISTING OF A CELL TOWER, SPACE FOR CARRIER EQUIPMENT, AND A UTILITY BACKBOARD WITHIN A FENCED COMPOUND. NO WATER OR SEWER IS REQUIRED. THIS WILL BE AN UNMANNED FACILITY.
- CODE COMPLIANCE:**
 ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:
- INTERNATIONAL BUILDING CODE
 - NATIONAL ELECTRIC CODE
 - NFPA 701 LIFE SAFETY CODE
 - AMERICAN CONCRETE INSTITUTE
 - AMERICAN INSTITUTE OF STEEL CONSTRUCTION, 13TH EDITION/08-22Z
 - MANUAL OF STEEL CONSTRUCTION, 13TH EDITION/08-22Z
 - AWI 1080
 - AWI 1080
 - INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER 81
 - IEEE C3 NATIONAL ELECTRIC SAFETY CODE, LATEST EDITION
 - TELECOMMUNICATIONS AND CARRIER EQUIPMENT, AND A UTILITY BACKBOARD WITHIN A FENCED COMPOUND. NO WATER OR SEWER IS REQUIRED. THIS WILL BE AN UNMANNED FACILITY.
 - AMERICAN MECHANICAL CODE
 - UNIFORM PLUMBING CODE
 - UNIFORM BUILDING CODE
 - CITY/COUNTY ORDINANCES
 - SIGN BUILDING CODE



PROJECT INFORMATION	
VERTICAL BRIDGE SITE NUMBER:	US-MN-5483
VERTICAL BRIDGE SITE NAME:	BROWNSVILLE
VERIZON SITE NAME:	MN11 BROWNSVILLE
VERIZON MDG:	5000920906
VERIZON FUZE PROJECT ID:	17027783
SITE ADDRESS:	15403 HILLSIDE RD BROWNSVILLE, MN 55919
COUNTY:	HOUSTON
LATITUDE (DECIMAL):	N 43.029143°
LONGITUDE (DECIMAL):	W 91.282431°
LATITUDE (DMS):	N 43° 37' 44.91"
LONGITUDE (DMS):	W 91° 16' 59.73"
GROUND ELEVATION:	1184.2 AMSL
STRUCTURE TYPE:	SELF-SUPPORT TOWER
STRUCTURE HEIGHT:	287 AGL
OVERALL HEIGHT:	287 AGL
RFDS FORM DATED:	10-23-25

CALL 811 FOR UNDERGROUND UTILITIES PRIOR TO DIGGING EMERGENCY: CALL 911

PREPARED FOR:

THE TOWERS, LLC
22 WEST ATLANTIC AVENUE, SUITE 310
DELRAY BEACH, FL 33444

NOT FOR
CONSTRUCTION

DESIGN
873 VALLEY VIEW RD
BEEBE PARK, MN 5544
WWW.DESIGNRIP.COM

PROJECT
US-MN-5483
FUZZE ID: 17027783

US-MN-5483
BROWNSVILLE

16403 HILLSIDE RD
BROWNSVILLE, MN 55819

SHEET CONTENTS:
GENERAL NOTES

DRAWN BY:	MT
CHECKED BY:	SD
REV. A:	02-20-2028
REV. B:	02-28-2028

T-2

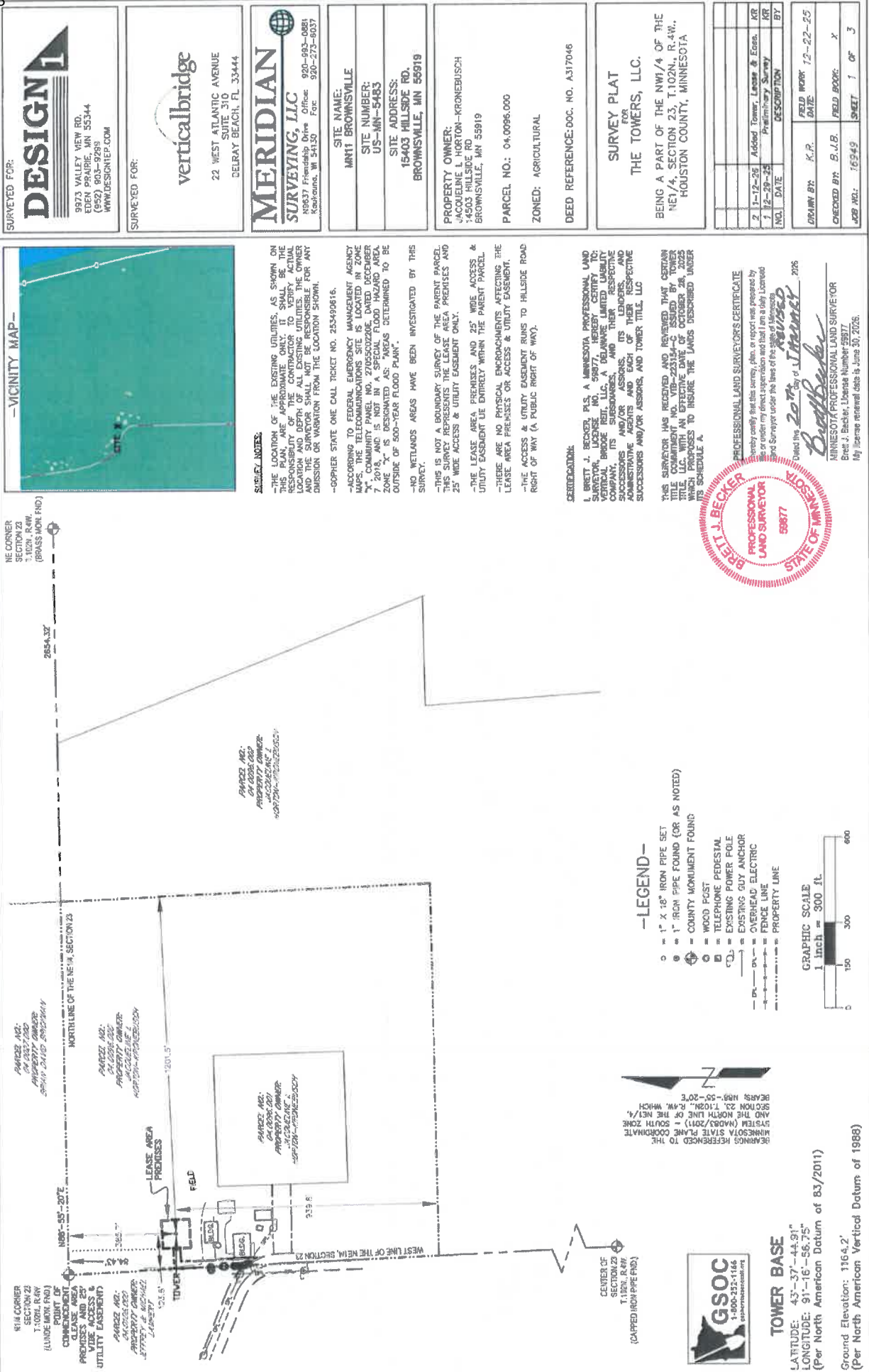
CONTRACTOR NOTES

VERTICAL BRIDGE TIMELINE EXPECTATIONS

- ONCE RFP HAS BEEN ISSUED, CONTRACTOR HAS (3) BUSINESS DAYS TO PROVIDE A SCHEDULE TO VERTICAL BRIDGE CONSTRUCTION MANAGER AND PROJECT MANAGER.
- CONSTRUCTION STARTS WITHIN 7 DAYS OF RFP RECEIPT.
- DAILY SWEET REPORTS ARE REQUIRED.
- ONLY SITE UPDATES WITH PHOTOS ARE REQUIRED.
- TOWERS STACKED (OTHER) WITHIN 20 DAYS OF RFP RECEIPT.
- CLOSURE APPROVAL WITHIN 60 DAYS OF RFP RECEIPT.

VERTICAL BRIDGE CM NOTES

- AND EVERY JOY (OR AT ANY BEND) WITH 2" CONDUIT FOR THE UT FIBER PER THE CONSTRUCTION DRAWINGS. MAKE SURE TO LABEL THE BENDS.
8. CONTRACTOR SHALL SUPPLY AND INSTALL A SEPARATE IN-WALK AT THE ROW, AT THE COMPOUND AND EVERY JOY (OR AT ANY BEND) WITH 2" CONDUIT FOR THE DARK FIBER PER THE CONSTRUCTION DRAWINGS. MAKE SURE TO LABEL THE BENDS.
9. REFER TO FOLLOW ACCESS ROAD TO ROW AREAS.
10. CONTRACTOR TO PROVIDE AND INSTALL ORIGIN EXPANSION JOINT CONNECTIONS AT CURBS/SHOULDER LOCATION PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
11. CONTRACTOR SHALL PROVIDE 2" (60-1) HDPE CONDUIT FOR FIBER CONDUIT AS NOTED ON DRAWINGS WHEN CREATIONAL BENDING IS REQUIRED.
12. CONTRACTOR SHALL PROVIDE LUMP SUM FEE FOR ALL VERIZON LINE ITEMS UNDER TOWER CM LOTS ON DRAWINGS. THIS INCLUDES SET AND CONNECTIONS OF VERIZON'S EQUIPMENT/GENERATOR PADS, RISE TOWERS, EQUIPMENT/GENERATOR ELECTRICAL, TELCO/FIBER CONDUITS, EQUIPMENT GROUNDS AND ICE BRIDGE.
- 13.00 VERIZON ANTENNA MOUNTS
- A. CONTRACTOR SHALL PROVIDE SEPARATE LINE ITEM FOR ANTENNA MOUNT INSTALLATION UNDER TOWER CM LOTS. CONTRACTOR SHALL ORDER THE ANTENNA MOUNT AND COMPARE THE ITEM DESCRIPTION THROUGH VERIZON.
- B. CONTRACTOR WILL BE REQUIRED TO ORDER ANTENNA MOUNT ASP TO AVOID ANY DELAYS TO STACK THE TOWER.
- VERIZON CONSTRUCTION SCOPE OF WORK:
- 1.00 VERIZON ANTENNA AND LINES
- A. CONTRACTOR SHALL PROVIDE A LUMP SUM FEE IN "TOWER CM LOTS" FOR THE INSTALL OF VERIZON LAA INCLUDING ALL MATERIALS AND LABOR. TESTING AND MATERIALS AS DIRECTED BY VERIZON PERSONNEL FOR A TYPICAL TOWER INSTALLATION.
- 2.00 CM LOTS
- A. CONTRACTOR SHALL PROVIDE A LUMP SUM FEE IN "TOWER CM LOTS" FOR ALL VERIZON ONE WORK INCLUDING EQUIPMENT/GENERATOR/PROPANE PADS AND EQUIPMENT SUPPORTS (IE PLUMBS ETC.). CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR FOR ALL VERIZON ONE WORK. CONTRACTOR SHALL PROVIDE ALL OTHER SERVICES AND/OR MATERIALS AS DIRECTED BY VERIZON FOR A TYPICAL TOWER INSTALLATION.
- 3.00 MOUNTS
- A. CONTRACTOR SHALL PROVIDE A LUMP SUM FEE IN "TOWER CM LOTS" FOR PROVIDING THE MOUNT ONLY (PRICE OF MOUNT INSTALLATION TO BE INCLUDED IN "TOWER CM LOTS").
- 4.00 STAMP COMMISSIONING
- A. CONTRACTOR SHALL PROVIDE LUMP SUM FEE UNDER BID CHARACTERISTICS/DESCRIPTIONS SECTION FOR COMMISSIONING AND START-UPS (AS REQUIRED BY "STANDARD VERIZON INSTALL" VERIZON LAA) RESPONSIBLE FOR LAUNCH OF THESE SERVICES.
- 5.00 VERIZON POWER SERVICE
- A. CONTRACTOR/VERIZON IS RESPONSIBLE FOR SETTING UP VERIZON'S POWER ACCOUNT OR TRANSFER OF EXISTING POWER ACCOUNT TO VERIZON.
- B. CONTRACTOR SHALL PROVIDE ALL OTHER UPDATES:
1. PHOTO CONFORMANCE REQUIRED.
 2. PHOTO CONFORMANCE REQUIRED.
 3. PHOTO CONFORMANCE REQUIRED.
- C. TYPICAL VERIZON ELECTRICAL POWER SERVICE INSTALL. SEE CONSTRUCTION DRAWINGS FOR POWER ROUTING.
- 6.00 THE DESIGNER/EAR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, ON THE STRUCTURAL ADEQUACY FOR TEMPORARY BRIDGES, CULPS, PADS, FROM A MANUFACTURER.
- VERTICAL BRIDGE CONSTRUCTION SCOPE OF WORK:
- 1.00 FOUNDATION
- A. CONTRACTOR IS RESPONSIBLE FOR ELECTRICAL PERMITS AND ALL REQUIRED INSPECTIONS.
- 2.00 SITE CLEARING
- A. CONTRACTOR SHALL CLEAR ACCESS EASEMENT AND LEASE AREA OF ALL TREES AND STUMPS. REMOVE AND DEPOSE OF ALL DEBRIS. CONTRACTOR SHALL NOT DESTROY AREA OUTSIDE OF LIMITS OF DISTURBANCE.
- B. IF REQUIRED PER UTILITY COORDINATION, CONTRACTOR SHALL CLEAR UTILITY EASEMENTS OF ALL TREES AND STUMPS. REMOVE AND DEPOSE OF ALL DEBRIS.
- C. CONTRACTOR SHALL INSTALL SILENT FENCE PRIOR TO THE START OF CONSTRUCTION.
- D. ALL DEBRIS OR MATERIALS TO BE LEFT ON SITE WILL BE CLEARED WITH THE LAND OWNER ON A SIGNED DOCUMENT.
- 3.00 ACCESS ROAD
- A. CONTRACTOR SHALL COMPLETE GRADE ACCESS FROM TO TOWER COMPOUND PER CONSTRUCTION DRAWINGS OR AT A MINIMUM OF VERTICAL BRIDGE STAIRWAYS.
- B. 18" DIAMETER PIPE IS VERTICAL BRIDGE MINIMUM UNLESS NOT ENFORCED SIZE IS REQUESTED. SEE CONSTRUCTION DRAWINGS GRADING PLAN FOR SITE CLEARANCE LOCATION(S) AND SIZES.
- 4.00 COMPOUND FENCE
- A. CONTRACTOR SHALL INSTALL STAKE LOCK SYSTEM AND VERTICAL BRIDGE LOCK ON COMPOUND GATE. VERTICAL BRIDGE LOCK COMBO (0451)
- B. CONTRACTOR SHALL INSTALL MESHROCK AND GATE STOPS.
- C. CONTRACTOR SHALL INSTALL 40'X20'X2' CHAINLINK FENCE WITH (3) RAILS OF BARRISER WIRE ON TOP FOR MONITORING AND GATED TOWERS UNLESS NOTED OTHERWISE. (75'X10'X2' FENCED COMPOUND FOR SST TOWER SITES UNLESS NOTED OTHERWISE)
- 5.00 TOWER AND FOUNDATION
- A. CONTRACTOR SHALL COORDINATE DELIVERY OF ANCHOR BOLTS, TEMPLATE AND TOWER STEEL WITH TOWER VENDOR.
- B. CONTRACTOR SHALL UNLOAD SUPPLIED FOUNDATION DESIGN FOR TOWER, REBAR AND CONCRETE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DELIVERY AND SETTING OF A 300-WATT COMPACT AND SOUND TEST AND INSPECTION REPORTS TO VERTICAL BRIDGE (SPILLS FROM FOUNDATION SHALL BE REMOVED FROM SITE)
- C. 3 DAY / 7 DAY / 28 DAY BREAK TEST REQUIRED. BREAK TEST MUST BE SUBMITTED FOR REVIEW PRIOR TO TOWER STACK.
- D. CONTRACTOR SHALL INSTALL TOWER, ALL ASSOCIATED STEP BOLTS, SAFETY CLAMP EQUIPMENT, LIFTING HOLES, WIREBRIDGE LADDER AND ALL MISCELLANEOUS TOWER PARTS.
- E. CONTRACTOR SHALL CONFORM TO SUPPLIED PMA HEIGHT VERIFICATION.
- 6.00 TOWER LIGHTING
- A. TOWER LIGHTING EQUIPMENT SHALL BE INSTALLED BY LIGHTING MANUFACTURER.
- B. CONTRACTOR SHALL SUPPLY AND INSTALL 100A SUB-PANEL WITH (3) 20 AMP BREAKERS FOR TOWER LIGHTING IF REQUIRED.
- C. CONTRACTOR SHALL SUPPLY AND INSTALL (1) OR OUTLET AT SUB-PANEL LOCATION FOR TOWER LIGHTING IF REQUIRED.
- D. CONTRACTOR SHALL SUPPLY AND INSTALL (1) 2" CONDUIT FROM SUB-PANEL LOCATION TO TOWER LEG WITH WEATHER-HEAD IF REQUIRED.
- 7.00 UTILITY H-FRAME CONSTRUCTION
- A. CONTRACTOR SHALL SUPPLY AND INSTALL A 4-3000 800 AMP METER PANEL ON A NEW 8' H-FRAME.
- B. H-FRAME TO BE CONSTRUCTED TO HOLD 4-3000 METER BASE ON FRONT WITH WEEDS RACKING OUT OF COMPOUND.
- C. H-FRAME TO BE CONSTRUCTED TO HOLD TOWER LIGHTING SUB-PANEL AND LIGHTING CONTROLLER ON FRONT ADJACENT METER BASE.
- D. CONTRACTOR SHALL SUPPLY GFCI ALL WEATHER RECEPTACLES ON H-FRAME.
- E. CONTRACTOR SHALL SUPPLY AND INSTALL 500-WATT METAL HALIDE FLOOD LIGHT 120 VOLT WITH TOWER SWITCH.
- 8.00 POWER SERVICE
- A. CONTRACTOR SHALL USE PROVIDED UTILITY REPORT AND CONSTRUCTION DRAWINGS TO BID POWER FROM POWER DEPARTMENT.
- B. CONTRACTOR SHALL BE IN CONSTANT COMMUNICATION WITH POWER COMPANY UNTIL POWER IS ACQUIRED AT MULTI-METER FRAME.
- C. CONTRACTOR SHALL NOTIFY UTILITY PROVIDER OF START OF CONSTRUCTION.
- D. CONTRACTOR SHALL CONDUCT A SECOND POWER WALK WITH UTILITY PROVIDER AT START OF CONSTRUCTION.
- E. IF CHANGES TO THE SCOPE OF WORK ARE MADE BY THE UTILITY PROVIDER AFTER CONSTRUCTION START, CONTRACTOR SHALL NOTIFY VERTICAL BRIDGE CM/PA IMMEDIATELY.
- 9.00 VERIZON TELCO/FIBER SERVICE INSTALL BY VERTICAL BRIDGE
- A. CONTRACTOR SHALL SUPPLY AND INSTALL A SEPARATE IN-WALK AT THE ROW, AT THE COMPOUND



SURVEYED FOR:
DESIGN 1
 9973 VALLEY VIEW RD.
 EDEN PRAIRIE, MN 55344
 (952) 903-9289
 WWW.DESIGN1.COM

SURVEYED FOR:
verticalbridge
 22 WEST ATLANTIC AVENUE
 SUITE 310
 DELRAY BEACH, FL 33444

MERIDIAN
SURVEYING, LLC
 89637 Friendship Drive
 Neokona, WI 54130
 Office: 920-892-0881
 Fax: 920-273-8037

SITE NAME:
 MW11 BROWNSVILLE

SITE NUMBER:
 US-MN-5483

SITE ADDRESS:
 15403 HILLSIDE RD.
 BROWNSVILLE, MN 55919

PROPERTY OWNER:
 JACQUELINE L. HORTON-KRONBUSCH
 15403 HILLSIDE RD.
 BROWNSVILLE, MN 55919

PARCEL NO.: 04.00996.000

ZONED: AGRICULTURAL

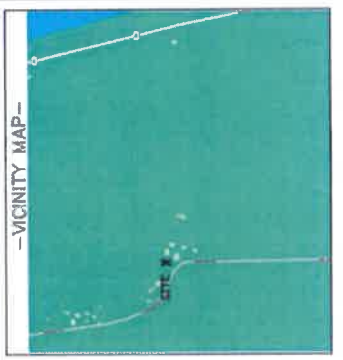
DEED REFERENCE: DOC. NO. A317046

SURVEY PLAN FOR
THE TOWERS, LLC.
 BEING A PART OF THE NW1/4 OF THE
 NE1/4, SECTION 23, T102N, R.41W.,
 HOUSTON COUNTY, MINNESOTA

NO.	DATE	DESCRIPTION	BY
2	11-12-26	Added Tower, Lease & Easement	KR
1	12-29-25	Preliminary Survey	KR

DATE	FIELD WORK
12-22-25	

DATE	FIELD BOOK	SHEET	OF
5/1/25		1	3



SURVEY NOTES:

-THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE ACTUAL RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACTUAL LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DISCREPANCY OR VARIATION FROM THE LOCATION SHOWN.

-GOPHER STATE ONE CALL TICKET NO. 253499816.

-ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS, THE TELECOMMUNICATIONS SITE IS LOCATED IN ZONE 1. COMMUNITY PANEL NO. 253499816 IS LOCATED IN ZONE 1. ZONE "X" IS DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE OF 500-YEAR FLOOD PLANN".

-NO WETLANDS AREAS HAVE BEEN INVESTIGATED BY THIS SURVEY.

-THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS ONLY THE PARENT PREMISES AND 25' WIDE ACCESS & UTILITY EASEMENT ONLY.

-THE LEASE AREA PREMISES AND 25' WIDE ACCESS & UTILITY EASEMENT ARE ENTIRELY WITHIN THE PARENT PARCEL.

-THERE ARE NO PHYSICAL ENCROACHMENTS AFFECTING THE LEASE AREA PREMISES OR ACCESS & UTILITY EASEMENT.

-THE ACCESS & UTILITY EASEMENT RUNS TO HILLSIDE ROAD RIGHT OF WAY (A PUBLIC RIGHT OF WAY).

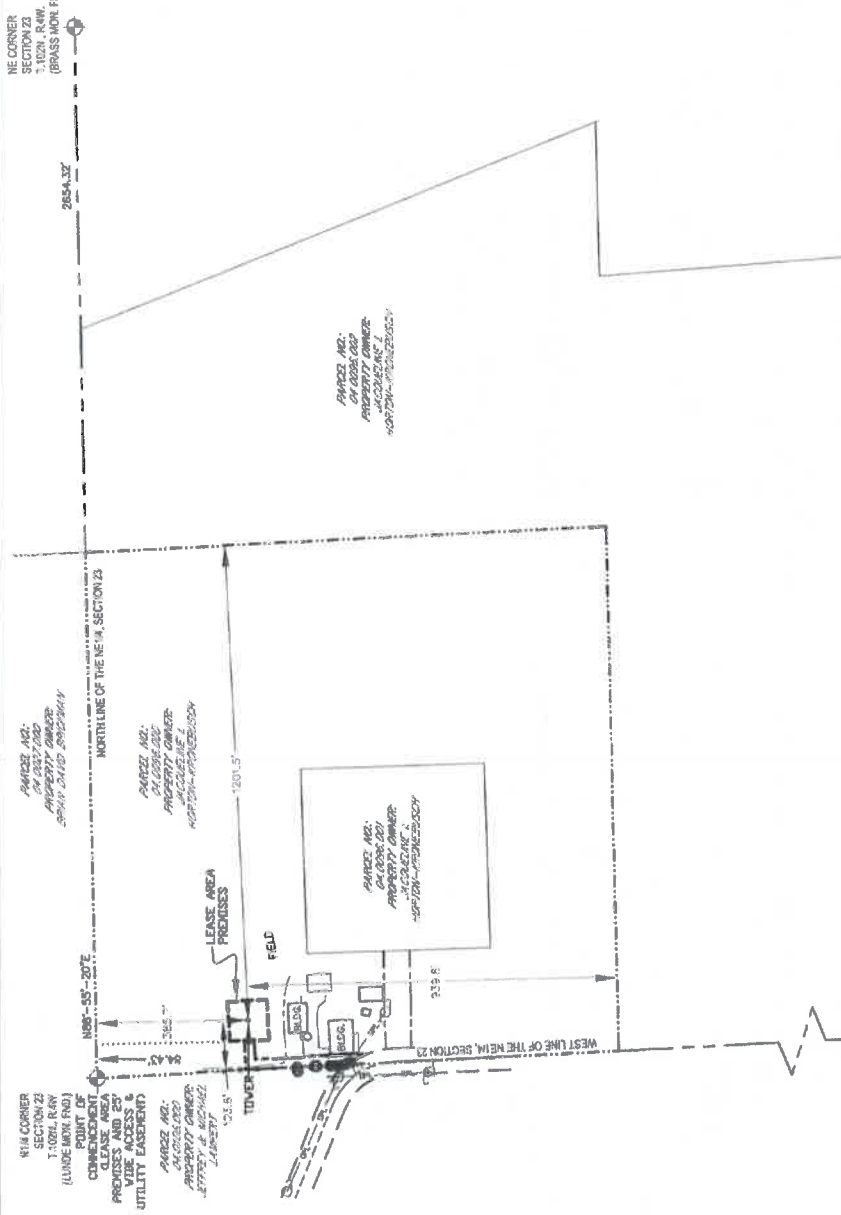
CERTIFICATION:

I, BRETT J. BECKER, PLS, A MINNESOTA PROFESSIONAL LAND SURVEYOR, LICENSE NO. 59877, HEREBY CERTIFY THAT THE TITLE, THE SURVEY, THE SUBDIVISION, AND THE RESPECTIVE SUCCESSORS AND/OR ASSIGNS, ITS LEASERS, AND ADMINISTRATIVE AGENTS AND EACH OF THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS, AND TOWER TULL LLC.

THIS SURVEYOR HAS RECEIVED AND REVIEWED THAT CERTAIN INFORMATION FROM THE CLIENT, THE TOWER TULL LLC, TITLE LLC, WITH AN EFFECTIVE DATE OF OCTOBER 24, 2025 WHICH PROPOSES TO INSURE THE LANDS DESCRIBED UNDER ITS SCHEDULE A.

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE
 Brett J. Becker, License Number 59877
 I hereby certify that the survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed and Surveyor under the laws of the State of Minnesota.

Expires this 20th day of January, 2026
Brett J. Becker
 MINNESOTA PROFESSIONAL LAND SURVEYOR
 Brett J. Becker, License Number 59877
 My license renewal date is June 30, 2026.



- LEGEND**
- 1" x 18" IRON PIPE SET
 - 1" IRON PIPE FOUND (OR AS NOTED)
 - COUNTY MONUMENT FOUND
 - WOOD POST
 - TELEPHONE PEDESTAL
 - EXISTING POWER POLE
 - EXISTING GUT ANCHOR
 - OVERHEAD ELECTRIC
 - FENCE LINE
 - PROPERTY LINE
- GRAPHIC SCALE
 1 inch = 300 ft.

BEARINGS REFERENCED TO THE
 1983/2011 STATE PLANE COORDINATE
 SYSTEM (NAD83/2011) (SOUTH ZONE)
 AND THE NORTH LINE OF THE NE1/4,
 SECTION 23, T102N, R.41W, WHICH
 BEARS N89°55'-20"E



TOWER BASE
 LATITUDE: 43°-37'-44.91"
 LONGITUDE: 91°-16'-56.75"
 (Per North American Datum of 83/2011)

Ground Elevation: 1164.2'
 (Per North American Vertical Datum of 1988)

DESIGN 1

5973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1P.COM

verticalbridge

22 WEST ATLANTIC AVENUE
SUITE 310
DELRAY BEACH, FL 33444

MERIDIAN SURVEYING, LLC

920-993-0881
920-273-6037
N9637 Friendship Drive
Kokomo, W 54130

SITE NAME:
MN11 BROWNSVILLE

SITE NUMBER:
US-MN-5483

SITE ADDRESS:
15403 HILLSIDE RD.
BROWNSVILLE, MN 55919

PROPERTY OWNER:
JACQUELINE HORTON-KRONEBUSCH
15403 HILLSIDE RD.
BROWNSVILLE, MN 55919

PARCEL NO.: 04.00966.000

ZONED: AGRICULTURAL

DEED REFERENCE: OOC. NO. A317046

SURVEY PLAT FOR THE TOWERS, LLC.

BEING A PART OF THE NW1/4 OF THE NE1/4, SECTION 23, T.102N, R.4W., HOUSTON COUNTY, MINNESOTA

NO.	DATE	DESCRIPTION	BY
2	1-19-28	Added Tower, Lease & Easement	KR
1	12-29-25	Preliminary Survey	KR

DRAWN BY:	K.R.	FIELD WORK DATE:	12-22-25
CHECKED BY:	E.J.B.	FIELD BOOK:	X
JOB NO.:	165849	SHEET:	3 OF 3

LEASE AREA PREMISES

Part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Twenty-Three (23), Township One Hundred and Two (102) North, Range Four (4) West, Houston County, Minnesota containing 10,000 square feet (0.230 acres) of land and being described by:

Commencing at the North Quarter Corner of said Section 23; thence N88°-55'-20"E 84.43 feet along the north line of the NE1/4 of said Section 23; thence S01°-44'-40"E 337.42 feet to the point of beginning; thence N87°-01'-16"E 100.00 feet; thence S02°-58'-44"E 100.00 feet; thence S87°-01'-16"W 100.00 feet; thence N02°-53'-44"W 100.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

25' WIDE ACCESS & UTILITY EASEMENT

Part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Twenty-Three (23), Township One Hundred and Two (102) North, Range Four (4) West, Houston County, Minnesota containing 8,174 square feet (0.188 acres) of land and being described by:

Commencing at the North Quarter Corner of said Section 23; thence N88°-55'-20"E 84.43 feet along the north line of the NE1/4 of said Section 23; thence S01°-44'-40"E 337.42 feet; thence N87°-01'-16"E 100.00 feet; thence S02°-58'-44"E 100.00 feet; thence S87°-01'-16"W 100.00 feet; thence N02°-53'-44"W 100.00 feet to the point of beginning; thence S02°-58'-44"E 282.53 feet to a point on the east right of way line of Hillside Rd. and the beginning of a curve to the left; thence northerly along said east right of way line 56.90 feet along the arc of said curve to the left having a radius of 211.28 feet and a chord which bears N29°-03'-14"W 36.73 feet to a point on the west line of the NE1/4 of said Section 23; thence N02°-58'-44"W 256.58 feet along said west line; thence N87°-01'-16"E 73.19 feet; thence S02°-58'-44"E 25.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

PARENT PARCEL

The Northwest quarter of the Northeast quarter of Section 23, Township 102 North, Range 4 West, Houston County, Minnesota.

Less and Except

That part of the Northwest Quarter of the Northeast Quarter of Section 23, Township 102 North, Range 4 West, Houston County, Minnesota described as follows:

Commencing at the northwest corner of said Northwest Quarter of the Northeast Quarter; thence on an assumed bearing of South 89°18'03" East, along the north line of said Northwest Quarter of the Northeast Quarter, 294.73 feet; thence South 00°00'00" West 537.54 feet to the point of beginning; thence North 90°00'00" East 466.70 feet; thence South 00°00'00" East 466.70 feet; thence North 90°00'00" West 466.70 feet; thence North 00°00'00" East 466.70 feet to the point of beginning.

The above described parcel contains 5.00 acres and is subject to any easements, covenants, and restrictions of record.

Together with a perpetual easement for ingress and egress over, under, and across that part of the Northwest Quarter of the Northeast Quarter of Section 23, Township 102 North, Range 4 West, Houston County, Minnesota, described as being a strip of land 66.00 feet in width, lying 33.00 feet either side of the following described line:

Commencing at the northwest corner of said Northwest Quarter of the Northeast Quarter; thence on an assumed bearing of South 89°18'03" East, along the north line of said Northwest Quarter of the Northeast Quarter, 294.73 feet; thence South 00°00'00" West 764.57 feet to the point of beginning of the line to be described; thence North 89°23'54" West 275.16 feet to the centerline of the Township Road and there terminating.

The west end of said easement shall be prolonged or shortened to terminate on the centerline of Township Road. The east end of said easement shall be prolonged or shortened to beginning on a line that bears North 00°00'00" East/ South 00°00'00" West from the point of beginning.

Parcel ID: 0400966000

This being a portion of the property conveyed to Jacqueline L. Horton-Kronebusch from Kent E. Kronebusch, a single person in a deed dated September 29, 2025 and recorded October 6, 2025 as Instrument No. A317046 in Houston County, MN.

TITLE REPORT REVIEW

Title Report: Tower Title, LLC

Commitment No.: VTB-223154-C

Effective Date: October 28, 2025

Fee Simple Title Vested In: Jacqueline L. Horton-Kronebusch

NOTE: The Statement of Applicability refers to the Lease Site and any Easements pertinent Thereto Where Specific Encumbrances affect the Lease Site and/or a Pertinent Easement, they are identified as such.

Schedule B-1

(1-9) These are general statements and not specific encumbrances.

(10) Declaration of Driveway Easement in favor of Kent E. Kronebusch and Jacqueline L. Kronebusch, husband and wife, recorded April 1, 2016 in (Instrument) A28912, in Houston County, Minnesota.

Does apply and is plotted and shown.

BRETT J. BECKER
PROFESSIONAL LAND SURVEYOR
STATE OF MN
NO. 58771

Resurveyed January 20, 2026
Brett J. Becker

PREPARED FOR:
verticalbridge
 THE TOWERS, LLC
 22 WEST ATLANTIC AVENUE, SUITE 310
 DELRAY BEACH, FL 33444

NOT FOR
 CONSTRUCTION

DESIGN
 8723 VALLEY VIEW RD.
 EBERHARDE, MN 55844
 (952) 835-6250
 WWW.DESIGNPTF.COM

PROJECT
 US-MN-5483
 FUZE ID: 17027763

US-MN-5483
 BROWNSVILLE

15403 HILLSIDE RD
 BROWNSVILLE, MN 55819

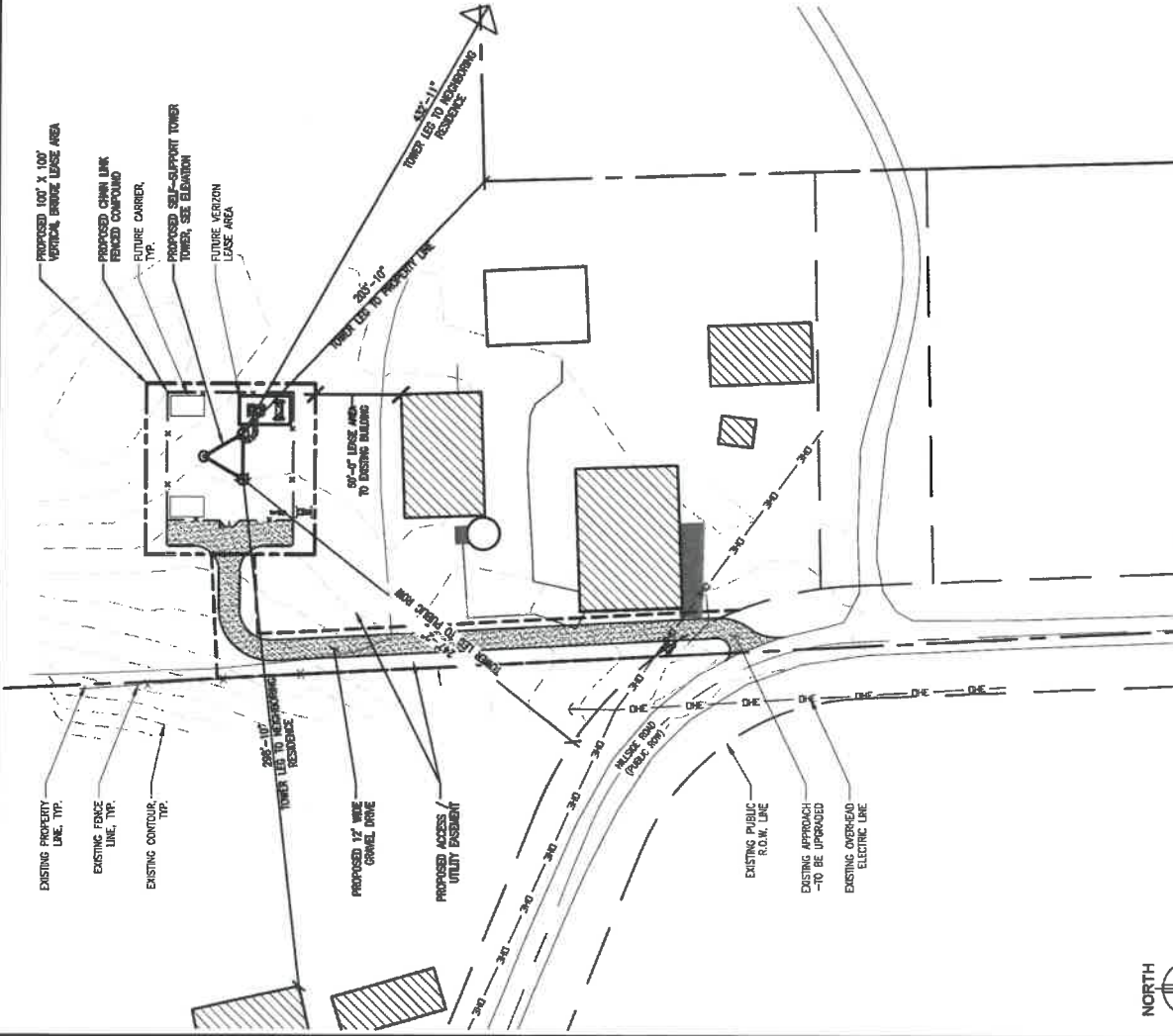
SHEET CONTENTS:
 OVERALL SITE PLAN
 TOWER ELEVATION

MT	02-20-2024
SD	02-20-2024
REV A	02-20-2024
REV B	02-20-2024

A-1

NOTES:

1. THESE DRAWINGS DO NOT CONSTITUTE A WARRANTY, EXPRESSED OR IMPLIED, OF THE ACCURACY OF THE STRUCTURAL ANALYSES AND THE PERFORMANCE OF THE COMPLETED CONSTRUCTION AS SHOWN ON THESE DOCUMENTS AND THE STRUCTURAL ANALYSES.
2. NO STRUCTURAL ANALYSIS FOR THE TOWER OR FOUNDATION HAVE BEEN PERFORMED AS PART OF THESE DRAWINGS. THE TOWER AND FOUNDATION ARE BY THE TOWER SUPPLIER AND SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF THE PROJECT.
3. PLEASE COORDINATE ANY STRUCTURAL CONCERN MATTERS OR ANY LOADING MODIFICATIONS TO THE CONSULTANT WHO AUTHORED THE ANALYSIS AND NOTIFY DESIGN 1 IMMEDIATELY OF THE ISSUE.
4. TOWER FOUNDATION AND THE ACCESS DRIVE TO BE EXCAVATED AND CONSTRUCTED IN ACCORDANCE WITH RECOMMENDATIONS AND SPECIFICATIONS OF THE GEOTECHNICAL REPORT WHICH IS NOT INCLUDED IN THIS PACKAGE. DISCREPANCIES BETWEEN THE REPORT AND THE OTHER DOCUMENTS TO BE IMMEDIATELY REPORTED TO THE DESIGNER.
5. TOWER TO BE ERECTED AND INSTALLED IN ACCORDANCE WITH TOWER MANUFACTURER'S DRAWINGS NOT INCLUDED WITH THIS PACKAGE. DISCREPANCIES BETWEEN TOWER DRAWINGS AND DESIGNER DRAWINGS TO BE REPORTED TO THE DESIGNER IMMEDIATELY.
6. CONTRACTOR TO ENSURE TIP OF ANTENNAS DO NOT EXCEED TOWER HEIGHT.
7. ELEVATION IS SHOWN FOR GENERAL DIAGNOSTIC PURPOSES ONLY. DO NOT SCALE.



1 OVERALL SITE PLAN
 SCALE: 1" = 75'-0"

2 TOWER ELEVATION
 SCALE: 1" = 40'-0"



801

PREPARED FOR

verticalbridge
THE TOWERS, LLC
22 WEST ATLANTIC AVENUE, SUITE 310
DELRAY BEACH, FL 33444

NOT FOR
CONSTRUCTION

DESIGN 1
923 VALLEY VIEW RD.
BENNETT, MN 55344
(763) 437-1000
WWW.DESIGN1RP.COM

PROJECT
US-MN-5483
PLUZE ID: 17027783

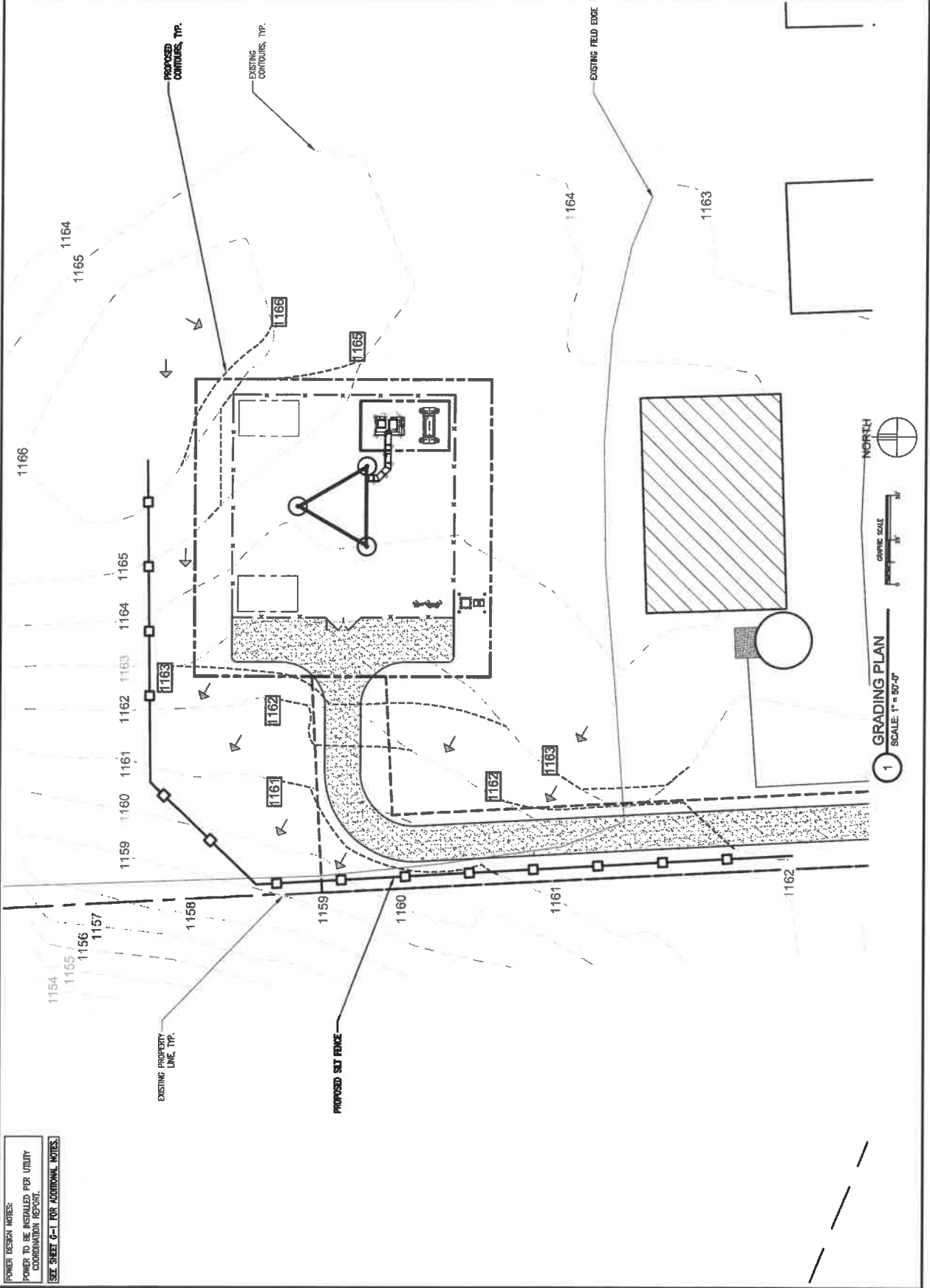
US-MN-5483
BROWNSVILLE

15403 HILLSIDE RD
BROWNSVILLE, MN 55919

SHEET CONTENTS:
GRADING PLAN

DRAWN BY: MT
CHECKED BY: SD
REV. A: 02-20-2023
REV. B: 02-28-2023

A-3.1



PREPARED FOR
THE TOWERS, LLC
 22 WEST ATTANTIC AVENUE, SUITE 310
 DELRAY BEACH, FL 33444

NOT FOR CONSTRUCTION

DESIGN
 875 WALLEY VIEW RD.
 SUITE 100
 BROWNSVILLE, MN 56619
 WWW.DESIGNEP.COM

PROJECT
US-MN-5483
FUZE ID: 17027783

US-MN-5483
BROWNSVILLE

16403 HILLSIDE RD
BROWNSVILLE, MN 56619

SHEET CONTENTS:
DRAINAGE EROSION
CONTROL NOTES & DETAILS

DESIGNED BY	MT
CHECKED BY	BT
DATE	03-28-2023
REV. #	03-28-2023

A-3.2

SEEDING GUIDELINES:

FINAL STABILIZATION OF ALL DISTURBED AREAS, UNLESS OTHERWISE NOTED, SHALL BE COMPLETED AND SEEDING COMPLETED WITHIN 15 BUSINESS DAYS OF THE DATE OF THE PERMITS. RECOMMENDED SEEDING DATES FOR PERMANENT VEGETATION SHALL BE BETWEEN JUNE 15 THROUGH AUGUST 1 AND SEPTEMBER 15 THROUGH OCTOBER 15. TEMPORARY VEGETATION MEASURES SHALL CONSIST OF AN ANNUAL OR PERENNIAL ARE CROPS WITH RECOMMENDED SEEDING DATES BEING FROM JUNE 1 THROUGH AUGUST 15 AND SEPTEMBER 30 THROUGH NOVEMBER 30.

EVALUATE PROPOSED COVER MATERIAL:

BEFORE SPREADING COVER MATERIAL OVER THE DESIGNATED AREA, OBTAIN A REPRESENTATIVE SOIL SAMPLE AND SUBMIT TO A REPUTABLE SOIL TESTING LABORATORY FOR CHEMICAL AND PHYSICAL ANALYSIS. THE LABORATORY TEST IS NECESSARY TO DETERMINE THE NUTRIENT AND MOISTURE CONTENTS OF THE SOIL AND TO ESTABLISH AN ECONOMICALLY SOUND NUTRIENT AND MOISTURE PROGRAM. THE RESULTS WILL GIVE THE COVER MATERIAL CHARACTERISTICS SUCH AS pH AND FERTILIZATION NEEDS. THESE RESULTS SHALL BE KEPT ON-SITE BY THE CONTRACTOR AND AVAILABLE FOR REVIEW BY THE COUNTY.

SEED BED PREPARATION:

PROPOSED COVER MATERIAL SHOULD BE SPREAD EVENLY OVER THE SITE AREA IN A MINIMUM 4" LIFT VIA BROADCASTER/BUCKET LOADER. USING THE INFORMATION FROM THE SOIL ANALYSIS, CAREFULLY CALCULATE THE QUANTITIES OF LIMESTONE AND PRE-PLANT FERTILIZER NEEDED PRIOR TO APPLYING. PRE-PLANT AMENDMENTS CAN BE APPLIED WITH A BROADCAST AND/OR DROP SPREADER AND INCORPORATED WITH AN OFFSET DISK, RAKE, AND/OR HAND RAKE. AFTER INCORPORATION OF THE PRE-PLANT SOIL AMENDMENTS, THE SEED BED SHOULD BE SMOOTH AND FIRM PRIOR TO SEEDING. THE FOLLOWING SEED MIXTURES SHALL BE USED AS NOTED:

SEED MIXTURE	SPECIES/RARETY	LB/ACRE
CREeping RED FESCUE	70	
RAPID CLOVER	20	
PERENNIAL BROMEUS	5	
PERENNIAL RYEGRASS		

SEED TIME AND METHOD:

THE PREPARED TIME FOR SEEDING THE COOL SEASON MIXTURE IS LATE SUMMER, SOIL AND AIR TEMPERATURES ARE ABOVE 50°F AND BELOW 70°F. SEEDING SHOULD BE COMPLETED EARLY IN THE GROWING SEASON. HOEHOOD USE IS GREATLY REDUCED. HOWEVER, SEEDING MAY BE DONE AT ANY OF THE ABOVE NOTED TIMES.

MATERIALS:

NEWLY SEEDING AREAS SHOULD BE MULCHED TO INSURE ADEQUATE MOISTURE FOR SUCCESSFUL PLANT ESTABLISHMENT AND TO PROTECT AGAINST SURFACE WINDS OF STORMS-BOUND AEROSOLS AND SOIL EROSION. IF MULCHING PROCEDURES ARE NOT SPECIFIED ON PLANS, APPLY GOOD QUALITY STRAW OR HAY AT A RATE OF 2 BALES/1000 SQ. FT. OTHER COMMERCIALLY AVAILABLE MULCHES CAN BE USED.

CONSTRUCTION NOTES FOR ESTABLISHED SILT FENCE:

1. WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR SHAPES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOODEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVER-LAPPED BY SIX INCHES AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NOTED AND MATERIAL REMOVED WHEN TULLAGE DEVELOP IN THE SILT FENCE.
5. ALL SILT FENCE MATERIALS MUST BE LISTED ON THE CURRENT STATES. D.O.T. QUALIFIED PRODUCTS LIST.

GENERAL EROSION & SEDIMENT CONTROL MEASURES:

THE SOIL EROSION AND SEDIMENT CONTROL MEASURES AND DETAILS AS SHOWN HEREON AND SPECIFIED HEREON SHALL BE FOLLOWED AND INSTALLED IN A MANNER SO AS TO MINIMIZE SEDIMENT LEAVING THE SITE.

PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMONSTRATED WITH SIGNES, BARRIERS, OR OTHER APPROPRIATE MEANS.

EROSION CONTROL DEVICES SHALL BE INSTALLED BEFORE DISTURBANCE OCCURS. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THE FINAL PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH CONSTRUCTION ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.

THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.

CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL THE EROSION CONTROL MEASURES HAVE BEEN ESTABLISHED. CONTRACTOR SHALL CLEAR OUT ALL SEDIMENT POUNDS WHENEVER NECESSARY TO MAINTAIN PROPER FUNCTIONING. EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.

THE CONTRACTOR SHALL REMOVE ACCUMULATED SILT WHEN THE SILT IS WITHIN 12" OF THE TOP OF THE SILT FENCE.

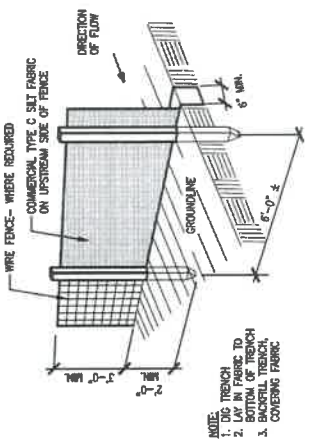
FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB SITE UNTIL SUCH MEASURES ARE CORRECTED.

SILT BARRIERS TO BE PLACED AT DOWNSTREAM TIE OF ALL CUT AND FILL SLOPES.

ALL CUT AND FILL SLOPES MUST BE SURFACED HOUGHENED AND VEGETATED WITHIN SEVEN (7) DAYS OF THEIR COMPLETION.

CONTRACTOR SHALL REMOVE ALL EROSION & SEDIMENT CONTROL MEASURES AFTER COMPLETION OF CONSTRUCTION AND ESTABLISHMENT OF PERMANENT GROUND COVER.

THE SLOPES OF SEDIMENT FROM THE SITE SHALL BE REVEGETATED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND-RESTORING ACTIVITIES.



2 SILT FENCE DETAIL

FOUNDATIONS & EXCAVATING NOTES:

ALL FOUNDATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED UNCOMPRESSED SOIL. ALL FOUNDATIONS SHALL BE FREE FROM LOOSE MATERIAL, ANY EXCESS GROUNDWATER, OR EXCESS GROUNDWATER THAT HAS BEEN REMOVED. DIMENSIONS FOR EXCESS GROUNDWATER SHALL BE PROVIDED IF REQUIRED.

CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED DEPTH, THE UNDERLYING SOIL SHALL BE REMOVED TO A MINIMUM OF 4" BELOW THE DESIGNATED DEPTH. THE REMOVED SOIL SHALL BE PLACED IN A SEPARATE AREA OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.

ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH OTHER MECHANICALLY COMPACTED MATERIAL. THE COMPACTED MATERIAL SHALL BE PLACED IN 6" LAYERS AND COMPACTED TO SIX STANDARD PROCTOR EXCEPT IN CRUSSED/LANDSCAPED AREAS, WHERE SIX STANDARD PROCTOR.

REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND RELIEF MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILLS. PUMP, STRIP, OR BREAK UP SLOPED SURFACES STEEPER THAN 1:1 VERTICAL TO 4 HORIZONTAL. SO FILL MATERIAL WILL BOND WITH EXISTING SURFACE. WHEN SURFACE OR EXISTING GROUND IS NOT COMPACTED TO SIX STANDARD PROCTOR EXCEPT IN CRUSSED/LANDSCAPED AREAS, WHERE SIX STANDARD PROCTOR TO BE REQUIRED. FILLERIZE, MIXTURE-COMPACTION OR ALGAE SOIL, AND RECOMPACT TO REQUIRED DENSITY.

PROTECT EXISTING GRAVEL SURFACING AND SURGRADE IN AREAS WHERE EQUIPMENT LOAMS WILL BE PLACED. PROTECT EXISTING GRAVEL SURFACING OR SURGRADE WHERE SUCH DAMAGE IS LIKELY TO OCCUR. THE CONTRACTOR'S OPERATIONS, DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDISTURBED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.

REPLACE EXISTING GRAVEL SURFACING ON AREAS FROM WHICH GRAVEL SURFACING IS REMOVED. GRAVEL SURFACING SHALL BE REPLACED WITH THE SAME GRAVEL USED TO FORM THE EXISTING SURFACING. GRAVEL SURFACING SHALL BE OF THE SAME THICKNESS. SURFACES OF GRAVEL SURFACING SHALL BE FREE FROM CONTAMINANTS AND WAYS. EXISTING GRAVEL SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INSUFFICIENT AMOUNTS OF EXISTING GRAVEL SURFACING IS AVAILABLE. EXISTING GRAVEL SURFACING IS TO BE REUSED. BEFORE GRAVEL SURFACING IS REUSED, SURGRADE SHALL BE CRACKED TO CONFORM TO REQUIRED SURGRADE ELEVATIONS, AND LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED. DEPRESSIONS IN THE SURGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. GRAVEL SURFACING MATERIAL CAN BE USED FOR FILLING DEPRESSIONS IN THE SURGRADE, SUBJECT TO ENGINEER'S APPROVAL.

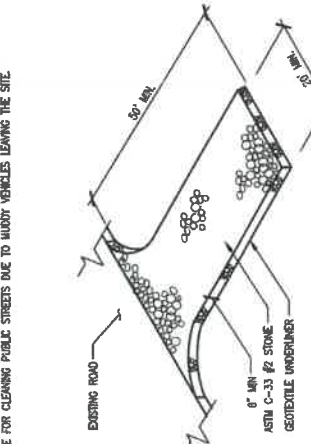
DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED/REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.

CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.

ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.

ALL CUT AND FILL SLOPES SHALL BE MAXIMUM 2 HORIZONTAL TO 1 VERTICAL.

CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING SITE VEHICLE TRAFFIC AS TO NOT ALLOW VEHICLES LEAVING THE SITE TO TRUCK AND PUBLIC STREETS. THE CONTRACTOR IS RESPONSIBLE FOR CLEARING PUBLIC STREETS DUE TO MUDDY VEHICLES LEAVING THE SITE.



1 CONSTRUCTION EXIT DETAIL

PREPARED FOR:

THE TOWERS, LLC
 22 WEST ATLANTIC AVENUE, SUITE 310
 DELRAY BEACH, FL 33444

NOT FOR
 CONSTRUCTION

DESIGN
 8073 VALLEY VIEW RD.
 EDEN PRAIRIE, MN 55344
 (952) 935-2299
 WWW.DESIGNCENTER.COM

PROJECT
 US-MN-5483
 FUZE ID: 11027783

US-MN-5483
 BROWNSVILLE

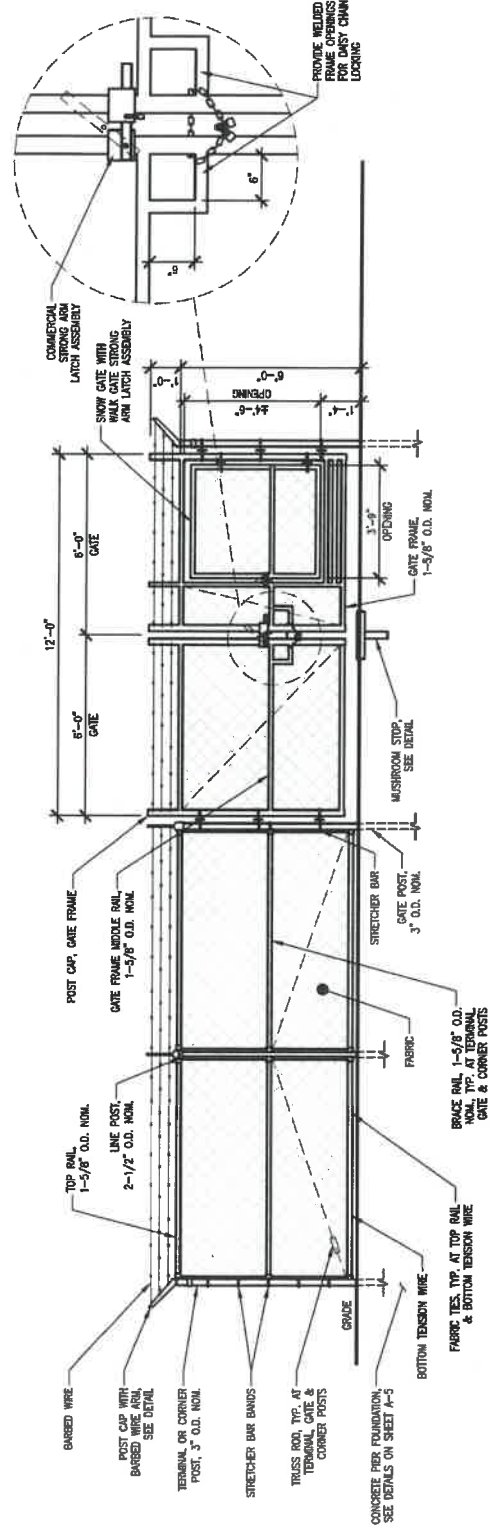
15403 HILLSIDE RD
 BROWNSVILLE, MN 55819

SHEET CONTENTS:
 FENCE DETAILS

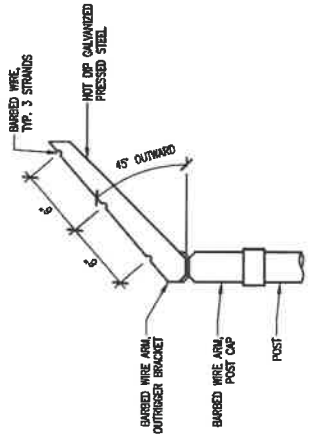
DRAWN BY:	MT
CHECKED BY:	SD
REV. A	02-20-2028
REV. B	02-28-2028

A-4

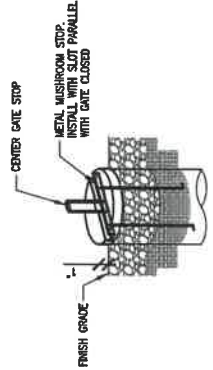
NOTE:
 CONTRACTOR TO INSTALL NUTS
 ON ALL BOLTS TOWARDS THE
 INTERIOR OF THE COMPOUND



1 FENCE DETAIL
 SCALE: 1/4" = 1'-0"



2 BARBED WIRE ARM DETAIL



3 MUSHROOM STOP DETAIL

PREPARED FOR:

THE TOWERS, LLC
 22 WEST ATTARNO AVENUE, SUITE 310
 DELRAY BEACH, FL 33444

NOT FOR CONSTRUCTION

DESIGN
 8673 VALLEY VIEW RD.
 BROWNSVILLE, MN 55834
 WWW.DESIGNWIP.COM

PROJECT
 US-MN-5483
 FLUZE ID: 1702783

**US-MN-5483
 BROWNSVILLE**

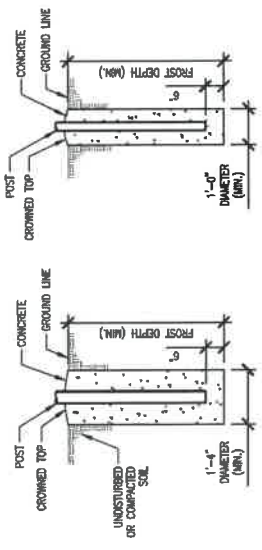
15403 HILLSIDE RD
 BROWNSVILLE, MN 55919

SHEET CONTENTS:
 FENCING
 FENCE DETAILS

DESIGNED BY:	MT
CHECKED BY:	BT
REV. #	02-28-2023
REV. #	02-28-2023

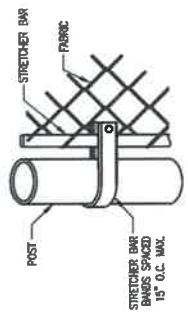
A-5

- NOTES:**
- ZINC COATING - THE WEIGHT OF THE COATING SHALL NOT BE LESS THAN 1.2 OUNCES PER SQUARE FOOT OF SURFACE AREA. THE COATING SHALL BE APPLIED TO ALL EXPOSED SURFACES OF GALVANIZED OR GALVANNEAL STEEL. ALL SCREWS, NAILS, LOCK WASHERS, NUTS, ETC., SHALL BE HOT DIP GALVANIZED OR MADE OF STAINLESS STEEL.
 - FABRIC - STANDARD INDUSTRIAL GRADE 9 GAUGE WITH 2 HIGH MESH (MINIMUM 4" MESH) ZINC COATED GALVANIZED STEEL FABRIC SHALL BE USED. THE FABRIC SHALL BE ZINC COATED BY THE HOT DIP PROCESS AFTER FABRICATION.
 - METAL POSTS - METAL CORNER, TERMINAL, GATE POSTS, MIDDLE RAILS, BRACKES AND TOP RAIL SHALL BE HOT DIP GALVANIZED SCHEDULE 40 TUBULAR STEEL WITH A NOMINAL OUTSIDE DIAMETER AS INDICATED IN THE DRAWINGS.
 - POST CAPS - LINE, CORNER, TERMINAL AND GATE POST CAPS TO INCLUDE A BARBED WIRE OUTRIGGER BRACKET AND SHALL BE ATTACHED TO THE POST WITH TAMPER RESISTANT SCREWS, BRUOS, OR BOLTS. GATE FRAME POST CAPS TO BE PRESSED STEEL, ONE TYPE.
 - TOP RAIL - A MINIMUM OF ONE COUPLING IN EACH STRAIGHT RUN OF TOP RAIL SHALL HAVE A HEAVY SPRING INSERTED WITHIN THE COUPLING TO TAKE UP EXPANSION AND CONTRACTION OF THE TOP RAIL. THE TOP RAIL SHALL BE FASTENED TO TERMINAL POSTS WITH PRESSED STEEL CONNECTIONS.
 - GATE FRAME MIDDLE RAIL - THE MIDDLE RAIL SHALL BE OF THE SAME MATERIAL AS THE TOP RAIL AND INSTALLED WITH HOT DIP GALVANIZED FITTINGS ATTACHED TO THE POSTS.
 - BRACE RAIL - BRACE RAIL MATERIAL SHALL BE OF THE SAME MATERIAL AS THE TOP RAIL AND LOCATED 1/2 OF THE DISTANCE UP FROM THE BOTTOM OF THE FABRIC. BRACE RAILS SHALL BE SECURELY FASTENED TO POSTS BY SUITABLE PRESSED STEEL CONNECTIONS.
 - TRUSS RODS - SHALL BE 3/8" ROUND GALVANIZED STEEL RODS WITH GALVANIZED TURNBUCKLES.
 - BOTTOM TENSION WIRE - THE TENSION WIRE SHALL BE OF 7 GAUGE HOT DIP GALVANIZED SPRING TENSION WIRE WITH A BREAKING STRENGTH OF NOT LESS THAN 1900 POUNDS. THIS WIRE SHALL BE KEPT TIGHT WITH GALVANIZED TURNBUCKLES AND ATTACHED TO POSTS WITH GALVANIZED HARDWARE OR CABLE CLAMPS.
 - FABRIC TIES - THE FABRIC TIES SHALL BE ALUMINUM WIRE NOT LESS THAN 9 GAUGE.
 - STRETCHER BARS - THE STRETCHER BARS SHALL BE FLAT GALVANIZED STEEL BARS NOT LESS THAN 5/16" X 3/4" AND NOT LESS THAN 2" SQUARE. THE FABRIC STRETCHER BAR BANDS SHALL BE FLAT GALVANIZED STEEL BARS NOT LESS THAN 5/16" X 1 1/2" WITH 5/16" DIAMETER GALVANIZED CORNAGE BOLT.
 - BARBED WIRE - BARBED WIRE OF GALVANIZED STEEL (OR ALUMINUM) CONSISTING OF 12.5 GAUGE WIRE WITH 4-POINT BARBS SPACED 5 INCHES APART.
 - GATE FRAMES SHALL BE CONSTRUCTED OF HEAVY DUTY GALVANIZED STEEL PIPE. THE GATES SHALL BE ASSEMBLED USING CORNER FITTINGS OF HEAVY PRESSED STEEL OR WALLEABLE CASTINGS OR MAY BE WELDED IF THE ENTIRE GATE FRAME IS HOT DIP GALVANIZED AFTER THE WELDING. ALL GATES SHALL BE EQUIPPED WITH HEAVY DUTY GALVANIZED STEEL TIE RINGS WITH LARGE BEARING SURFACES OF ADEQUATE STRENGTH TO SUPPORT THE GATE. THE RINGS SHALL BE ATTACHED TO THE GATE FRAME WITH GALVANIZED HARDWARE. THE GATES SHALL BE EASILY OPENED AND CLOSED BY ONE PERSON. DOUBLE GATE LATCH SHALL BE ONE PERSONS COMMERCIAL STRONG ARM LATCH #1000. SNOW GATE LATCH SHALL BE ONE PERSONS WALK GATE STRONG ARM LATCH #1000. LATCHES SHALL BE EQUIPPED TO RECEIVE A PALMACK.
 - PROVIDE R.F. WARNING SIGNAGE ON ALL GATES.

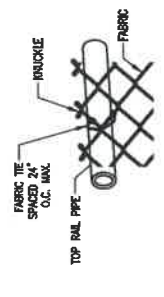


FOOTING FOR LINE POST
 FOOTING FOR TERMINAL GATE & CORNER POST

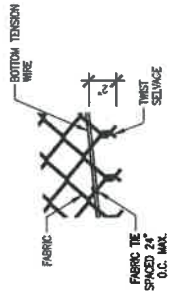
1 POST FOOTINGS



METHOD OF FASTENING STRETCHER BAR TO POST



METHOD OF TYING FABRIC TO POST



METHOD OF TYING FABRIC TO TENSION LINE

2 FABRIC/BAR CONNECTIONS

PREPARED FOR:
verticalbridge
 THE TOWERS, LLC
 22 WEST ATLANTIC AVENUE, SUITE 310
 DEER BEACH, FL 33444

NOT FOR CONSTRUCTION

DESIGN
 873 VALLEY VIEW RD.
 EBEN PRARIE, MN 55244
 952-835-3333
 WWW.DESIGNFIRM.COM

PROJECT:
 US-MN-5483
 FUZE ID: 17027783
 US-MN-5483
 BROWNSVILLE

15403 HILLSIDE RD
 BROWNSVILLE, MN 55919

SHEET CONTENTS:
 SITE SIGNAGE DETAILS

A-6

verticalbridge
 Owned by: VERTICAL BRIDGE
 Telephone: 877-989-6411
 www.verticalbridge.com
 operations@verticalbridge.com

NO TRESPASSING

OWNER CONTACT SIGN
 10" HIGH X 14" WIDE
 WHITE BACKGROUND, BLACK LETTERING
 MOUNTING LOCATION: LEFT GATE
 QUANTITY: 1

INFORMATION
 Federal Communications Commission
 Tower Registration Number
1234567
 Pleased in accordance with Federal Communications Commission rules an antenna tower registration.
 47CFR 17.4(g)

FCC REGISTRATION SIGN
 10" HIGH X 12" WIDE
 WHITE/CYAN BACKGROUND, WHITE/BLACK LETTERING
 MOUNTING LOCATION: RIGHT GATE & BASE OF TOWER
 QUANTITY: 2

NOTICE

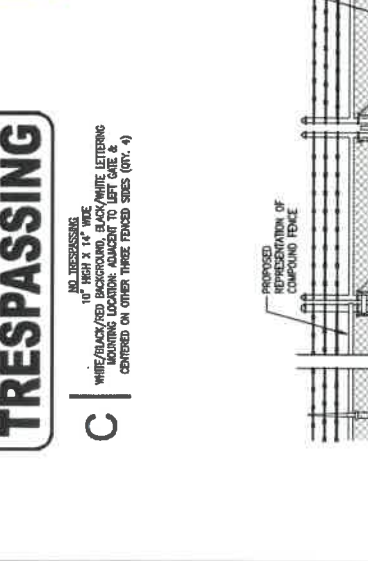
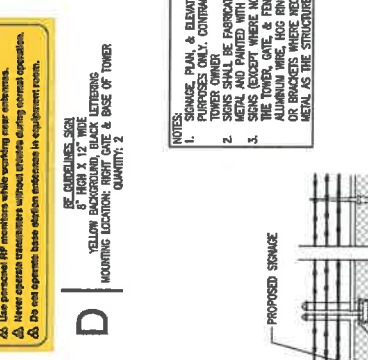
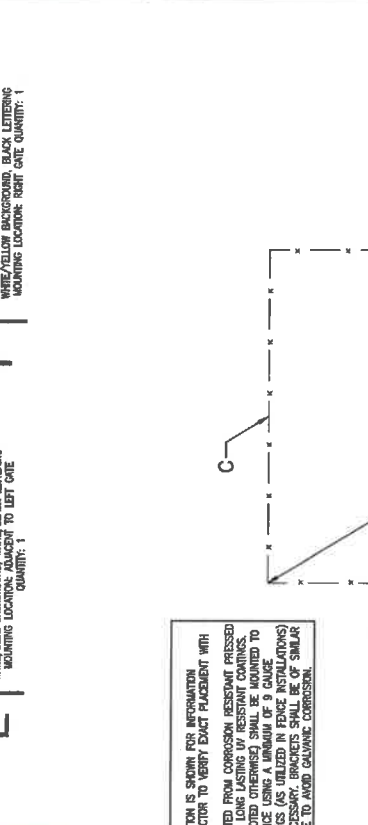
Radio frequency fields beyond this point may exceed the FCC general public exposure limit. They all exceed signs and site guidelines for reception in radio frequency environments.

NOTICE OF SIGN (GATED)
 12" HIGH X 6" WIDE
 WHITE/BLUE BACKGROUND, WHITE/BLACK LETTERING
 MOUNTING LOCATION: ADJACENT TO LEFT GATE
 QUANTITY: 1

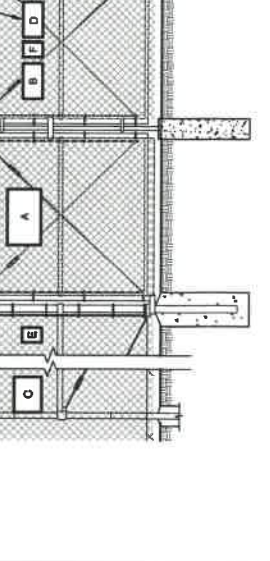
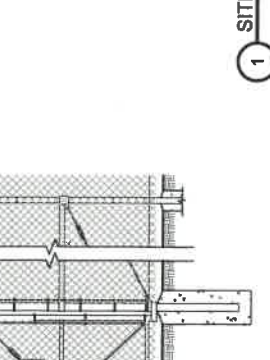
CAUTION

On this tower: Radio frequency fields near some antennas may exceed FCC rules for human exposure. Personnel climbing this tower should be aware of the potential for radio frequency environments and use a portable RF monitor if working near active antennas. See the frequency information at CFR 47.13.109.

NOTICE OF SIGN (YELLOW)
 12" HIGH X 6" WIDE
 WHITE/YELLOW BACKGROUND, BLACK LETTERING
 MOUNTING LOCATION: RIGHT GATE QUANTITY: 1



NOTES:
 1. SIGNAGE PLAN, & ELEVATION IS SHOWN FOR INFORMATION PURPOSES ONLY. CONTRACTOR TO VERIFY EXACT PLACEMENT WITH TOWER OWNER.
 2. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.
 3. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE, & FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE. HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.



1 SITE SIGNAGE

PREPARED FOR:

THE TOWERS, LLC
 22 WEST ATLANTIC AVENUE, SUITE 310
 DELRAY BEACH, FL 33444

NOT FOR
 CONSTRUCTION

DESIGN
 6773 VALLEY VIEW RD.
 EDENPRARIE, MN 55444
 WWW.DESIGN1EPC.COM

PROJECT
 US-MN-5483
 FLUZE ID: 17027783

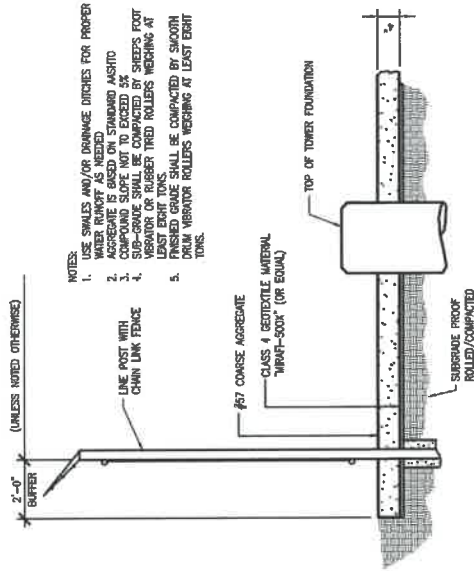
US-MN-5483
 BROWNSVILLE

15403 HILLSIDE RD
 BROWNSVILLE, MN 55919

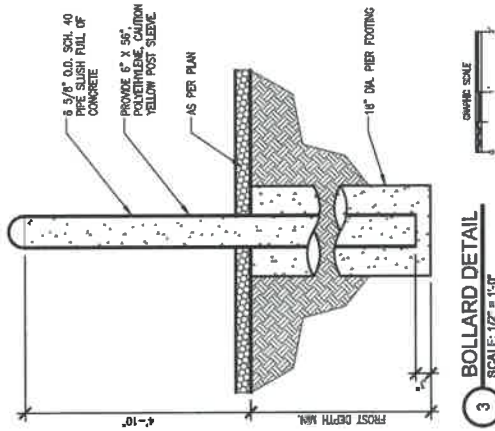
SHEET CONTENTS:
 GRAVEL DRIVE SECTION
 SURFACING DETAIL
 BOLLARD DETAIL
 UTILITY TRENCH DETAIL

DRAWN BY: MT
 CHECKED BY: SD
 REV A: 02-20-2025
 REV B: 02-23-2025

A-7

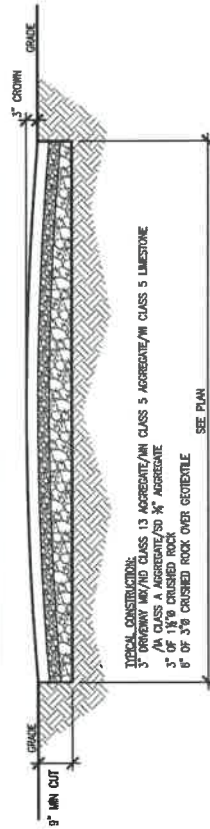


2 COMPOUND SURFACING DETAIL

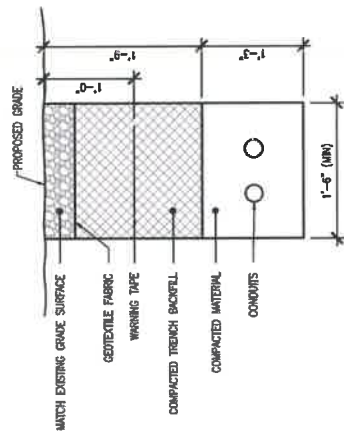


3 BOLLARD DETAIL

- NOTES:
 1. PREPARE SUB-GRADE AND CONSTRUCT IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
 2. ANY VARIANCE FROM THIS ROADWAY DESIGN MUST BE SUBMITTED AND APPROVED PRIOR TO BID.
 3. CONTRACTOR TO COMPACT EACH LAYER OF ROCK IN ACCORDANCE WITH ASTM & LOCAL STANDARDS.



1 GRAVEL DRIVE SECTION



114

PREPARED FOR

verticalbridge
 THE TOWERS, LLC
 22 WEST ATLANTIC AVENUE, SUITE 310
 DELRAY BEACH, FL 33444

NOT FOR CONSTRUCTION

DESIGN
 873 VALLEY VIEW RD.
 EBEN PRINCE, MN 5544
 WWW.DESIGNRIP.COM

PROJECT
 US-MN-5483
 FUZE ID: 17027783

US-MN-5483
 BROWNSVILLE

15403 HILLSIDE RD
 BROWNSVILLE, MN 55819

SHEET CONTENTS:
 PHOTOS

DRAWN BY:	MT
CHECKED BY:	SD
REV. A:	02-20-2028
REV. B:	02-23-2028

A-8



2 SITE PHOTO



4 SITE PHOTO



1 SITE PHOTO



3 SITE PHOTO

THE TOWERS, LLC
22 WEST ATLANTIC AVENUE, SUITE 310
DELMAR BEACH, FL 33444

VERTICAL BRIDGE

NOT FOR CONSTRUCTION

PROJECT US-MN-5483
FUZE ID: 17027763
US-MN-5483
BROWNSVILLE

15403 HILLSIDE RD
BROWNSVILLE, MN 55919

SHEET CONTENTS:
GROUNDING NOTES

DRAWN BY: JLT
CHECKED BY: SD
REV A: 02-20-2023
REV B: 02-28-2023

G-1

25 RING TO NEAREST LIGHTNING ROD #2 SRTC
26 LIGHTING ROD SYS TO NEAREST MIL #2 SRTC
27 RING TO TOWER RING #2 SRTC
28 RING TO TOWER RING #2 SRTC
29 BRANCH AC PNL TO CITY CHG FRM #2 SRTC
30 BRANCH AC PNL TO OUTLETS #2 SRTC
31 WBS/FBS TO PNL, CITY FRAMES #2 SRTC
32 #31 TO BATTERY CHARGER FRAME #4 I-STR
33 #31 TO BATTERY BACK FRAME #4 I-STR
34 #31 TO PNL FRAME #6 I-STR
35 #31 TO PNL FRAME #6 I-STR
36 WBS/FBS TO CITY RETURN #6 I-STR
37 WBS/FBS TO TYP TERM CARR SUPP #6 I-STR
38 FBS TO PNL BR #750MM I-STR
39 DC BUS DUCT TO HEAT SECTION #6 I-STR
40 DC BUS DUCT TO WBS/FBS #6 I-STR
41 WBS/FBS TO PNL #6 I-STR
42-44 NOT USED
45 MAIN AC PNL TO BRANCH AC PNL #2 SRTC
46 BRANCH AC PNL TO VED OUTLET #2 SRTC
47 FBS TO WBS/FBS #6 I-STR
48 WBS/FBS TO PNL #6 I-STR
49 WBS/FBS TO EXCP. SABLE BY ENGINEER
50 PNL CITY RET TO #31 #2 SRTC
51 #50 TO TRANS FRM ISO DC PWR #6 I-STR
52 TRANS FRM FUSE TO FRM OR BAK #6 I-STR
53 WBS/FBS TO PNL #6 I-STR
54 WBS/FBS TO STAIR DEVICES #6 I-STR
55 WBS/FBS TO AC PNL RING #6 I-STR
56 WBS/FBS TO AC PNL RING #6 I-STR
57 WBS/FBS TO TEL CROD/RUNWAY #2 SRTC
58 #41A TO ASLE FRAME #6 I-STR
59 #50A TO EACH SCL FRAME #6 I-STR
60-69 NOT USED
90 GENERATOR FRAME TO EXT RING #2 SRTC

1 RING, CONCRETE BARRIED w/ ROOS #2 SRTC
2 RING, CONCRETE BARRIED (ONS) #2 SRTC
3 RING TO BLDG STA FRAME #2 SRTC
4 MAIN AC PANEL NEUTRAL BUS TO (2) GROUND #2 SRTC
5 RING TO GROUND BAR #2 SRTC
6 RING TO EXT MIL GROUND #2 SRTC
7 DEEP ANODE TO WBS #2 SRTC
8 EXT ANODE TO WBS #2 SRTC
9 EXT ANODE TO WBS #2 SRTC
10 INT WATER PIPE TO WBS #2 SRTC
11-12 NOT USED
13 AC PANEL TO WBS #2 SRTC
14 WBS/FBS TO ROOF/HALL MIL #6 I-STR
15 WBS/FBS TO PNL-HE SAME FLOOR #6 I-STR
16A DEPTH TO CABLE ENTRY RACK #1/0 I-STR
17A DEPTH TO CABLE SHIELDING #6 I-STR
18 WBS/FBS TO WBS/FBS #6 I-STR
19 LEAD 18 TO OTHER PNL #2 SRTC
20A NEAREST GROUND TO DISCONNECT PNL #6 I-STR
20B ONE TO AC DISTR PNL #6 I-STR
21 WBS/FBS TO INT HALO #6 I-STR
22 WBS/FBS TO EXT HALO #6 I-STR
23 WBS/FBS TO EXT HALO #6 I-STR
24 DEPTH TO EACH PROTECTION ASSEMBLY #6 I-STR
24A LOWER PROF ASST TO UPPER #6 I-STR

LEAD IDENTIFICATION & DESCRIPTION:

1 RING, CONCRETE BARRIED w/ ROOS #2 SRTC
2 RING, CONCRETE BARRIED (ONS) #2 SRTC
3 RING TO BLDG STA FRAME #2 SRTC
4 MAIN AC PANEL NEUTRAL BUS TO (2) GROUND #2 SRTC
5 RING TO GROUND BAR #2 SRTC
6 RING TO EXT MIL GROUND #2 SRTC
7 DEEP ANODE TO WBS #2 SRTC
8 EXT ANODE TO WBS #2 SRTC
9 EXT ANODE TO WBS #2 SRTC
10 INT WATER PIPE TO WBS #2 SRTC
11-12 NOT USED
13 AC PANEL TO WBS #2 SRTC
14 WBS/FBS TO ROOF/HALL MIL #6 I-STR
15 WBS/FBS TO PNL-HE SAME FLOOR #6 I-STR
16A DEPTH TO CABLE ENTRY RACK #1/0 I-STR
17A DEPTH TO CABLE SHIELDING #6 I-STR
18 WBS/FBS TO WBS/FBS #6 I-STR
19 LEAD 18 TO OTHER PNL #2 SRTC
20A NEAREST GROUND TO DISCONNECT PNL #6 I-STR
20B ONE TO AC DISTR PNL #6 I-STR
21 WBS/FBS TO INT HALO #6 I-STR
22 WBS/FBS TO EXT HALO #6 I-STR
23 WBS/FBS TO EXT HALO #6 I-STR
24 DEPTH TO EACH PROTECTION ASSEMBLY #6 I-STR
24A LOWER PROF ASST TO UPPER #6 I-STR

SYMBOL AND NOTE LEGEND

① #2 SRTC FROM EQUIPMENT CABINETS, TOWER, OR GUY ANCHOR
② 5/8" x 10'-0" GALVANIZED STEEL GROUND ROD
③ TEST WELL PREFERRED LOCATION
④ #2 SRTC 'WHP' LEAD
⑤ (2) #2 SRTC FROM WBS, PNL, OR TEB TO LEAD 1
⑥ AC HVAC UNIT
⑦ BC BUILDING CORNER
⑧ BO BOLLARD
⑨ CBS CABLE BRIDGE SUPPORT POST
⑩ EI ELECTRICAL SERVICE GROUND
⑪ EL COMMERCIAL ELECTRICAL WIRE
⑫ FP FENCE POST
⑬ GEN GENERATOR
⑭ GFS GUY ANCHOR PLATE
⑮ GFS GUY ANCHOR PLATE
⑯ GUY GUY WIRE, MECH. CLAMP ONLY - NO WELDS
⑰ HL HULL OR LOUVER
⑱ IL INSIDE OF HYPHMAN BOX
⑲ ILC INTEGRATED LEAD CENTER
⑳ MGB MAIN GROUND BAR
㉑ MI GENERATOR MUFFLER
㉒ PBR PORT GROUND BAR
㉓ PS ROOF SHIELD
㉔ SP STEEL BERM
㉕ SP STEEL POST
㉖ STP STEEL PLATFORM
㉗ THB THORFMAN BOX
㉘ TCB TOWER GROUND BAR
㉙ TCR TOWER CENTER
㉚ VP DIESEL FUEL VENT PIPE

GENERAL CONTRACTOR NOTES:

1. CONTRACTOR TO COORDINATE PUBLIC & PRIVATE UTILITY LOCATES PRIOR TO CONSTRUCTION START. NOTIFY THE DESIGNER AND CARRIER CONSTRUCTION ENGINEER IMMEDIATELY OF ANY UTILITY LINE ISSUES.

2. GENERAL CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THAT THE INSTALLATION OF ALL GROUNDING MEETS THE CARRIERS GROUNDING STANDARDS AS APPLICABLE.

3. CONTRACTOR SHALL ENSURE THAT EACH WHP IS ROUTED TO LEAD 1 BY THE SHORTEST PATH, AND BENDS SHALL NOT BE LESS THAN 12" RADIUS.

4. PRIMARY ELECTRICAL - DEPTH AND SPECIFICATION BY POWER UTILITY COMPANY.

5. SECONDARY ELECTRICAL - INSTALL CONDUIT 3/4" BELOW GRADE WITH TWO (2) DETECTABLE BENDS.

6. FEED OPTIC - INSTALL CONDUIT 3/4" BELOW GRADE WITH PULL STRIPS, TRACABLE WIRE AND TWO (2) DETECTABLE BENDS.

GENERAL GROUNDING NOTES:

An external buried ground ring (Lead 1) shall be established around the equipment cabinets and tower foundations. Lead 1 shall be installed in a trench (minimum depth 18" and maximum depth 48") 2' from the tower base. If the tower base is over 20'-0" from the equipment cabinets, a separate Lead 1 shall be established around each foundation, and the two Lead 1's shall be bonded with two parallel leads of least 6 feet apart horizontally. Connections between the two Lead 1's shall be 90-degree.

All subgrade connections shall be by exothermic weld, brazed weld, or gas-tight UL647-rated compression fittings per IASB by cold galvanizer contact.

Lead 1 shall be #2 solid bare (tin-coated (S2T)) copper wire buried at local freeze depth. Lead 1 leads shall be minimum 24" radius. 'WHP' lead bends may be of 12" radius.

Ground rods shall be galvanized steel, 5/8", spaced twenty feet apart, or as shown. Rods shall be kept min. 24 inches from foundations. Ground rods are required to be installed at their full specified length. Depth shall be as shown in Detail 11.1 in the Verticon Wireless Standard Detail Booklet.

SPECIAL CONSIDERATIONS FOR GROUND RODS:

When ground rods are not specified to be backfilled w/ Bentonite or Grout, the Contractor shall use a grout or bentonite slurry. Equipment bays a hole for ground rod placement. Hole to be backfilled w/ Bentonite Slurry.

When specified with shrouded Bentonite, equipment drilling equipment will be used to be used to bore a hole for ground rod placement. Slurry shall be made from palletized industrial ('Grounding Gravel'); powdered Bentonite is not allowed. If boulders, bedrock, or other obstructions are found, Contractor shall drill to the specified depth and provide Bentonite encasement.

Above-grade connections shall be by lugs w/ two-hole tongues unless noted otherwise, joined to solid leads by welding (TAB 5485956E 'BROWN'), self-bonding (RECOMBINED, EM 22222001-05312), or 10,000psi crimping (BROWN, 27C 27C 27C 27C) crimping prior to bolting. Bolts shall be stainless steel with washers on each side of the connection and a lock washer beneath the fastening nut. Star-tooth washers shall be used between lug & dissimilar metal (copper-to-steel, etc) but not on the required bare copper-to-copper connection. Lug-to-lug connections shall be coated with an anti-oxidant compound, and excess compound wiped clean after bolting. The connection shall then be coated with cold-galvanizing compound, or with color-matching paint.

Ground bars exposed to weather shall be tin-coated copper, and shall be clean of any oxidation prior to lug bolting.

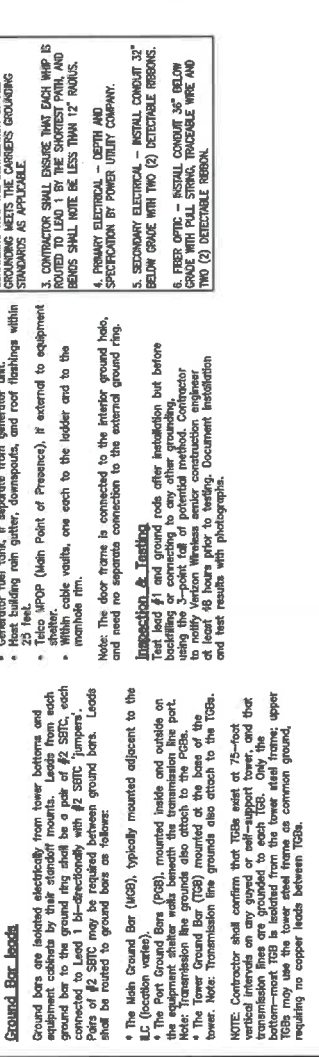
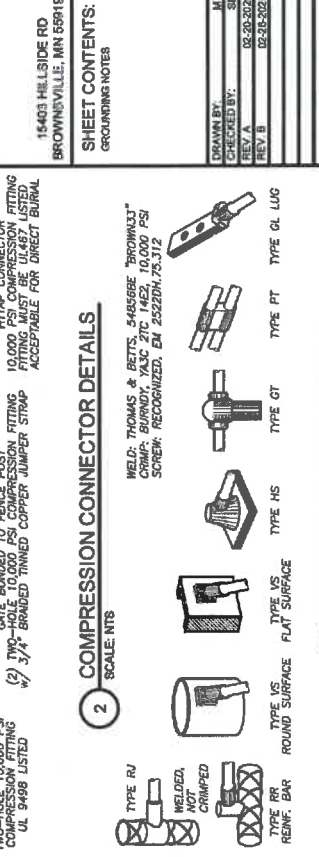
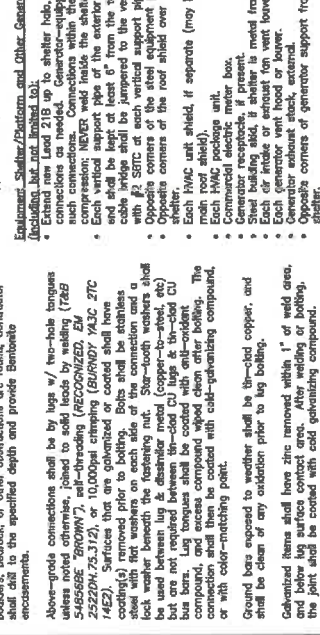
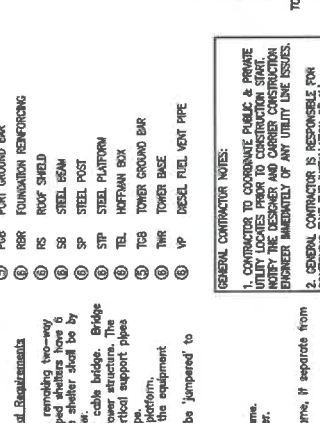
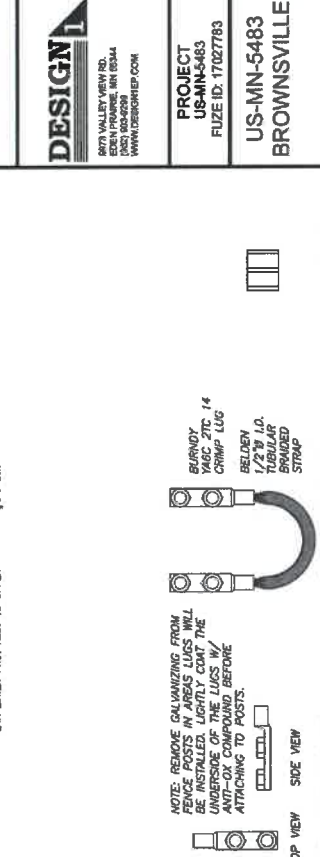
Galvanized items shall have zinc removed within 1" of weld area, and the weld area shall be coated with cold galvanizing compound. The joint shall be coated with cold galvanizing compound.

Ground Bar Leads

Ground bars are installed electrically from tower batters and ground bars to the ground ring. Leads from each ground bar to the ground ring shall be a pair of #2 SRTC, each connected to Lead 1 90-degree with #2 SRTC 'jumpers'. Pairs of #2 SRTC may be required between ground bars. Leads shall be routed to ground bars as follows:

- The leads (ground bars) typically mounted adjacent to the ILC (location varies).
- The Port Ground Bars (PGB), mounted inside and outside on the equipment shelter walls beneath the transmission line port.
- Note: Transmission line grounds also attach to the PGB.
- The tower Ground Bar (TGB) mounted at the base of the tower. Note: Transmission line grounds also attach to the TGB.

NOTE: Contractor shall confirm that TGBs exist at 75-foot vertical intervals on any guyed or self-support tower, and that the tower base is bonded to the tower steel frame. Upper TGBs may use the lower steel frame as common ground, requiring no copper leads between TGBs.



116

PREPARED FOR:

verticalbridge
 THE TOWERS, LLC
 22 WEST ATLANTIC AVENUE, SUITE 310
 DELRAY BEACH, FL 33444

NOT FOR CONSTRUCTION

DESIGN
 973 VALLEY VIEW RD.
 GREEN PRAIRIE, MN 55344
 WWW.DESIGN1RF.COM

PROJECT
 US-MN-5483
 PLUZE ID: 17027783

US-MN-5483
 BROWNSVILLE

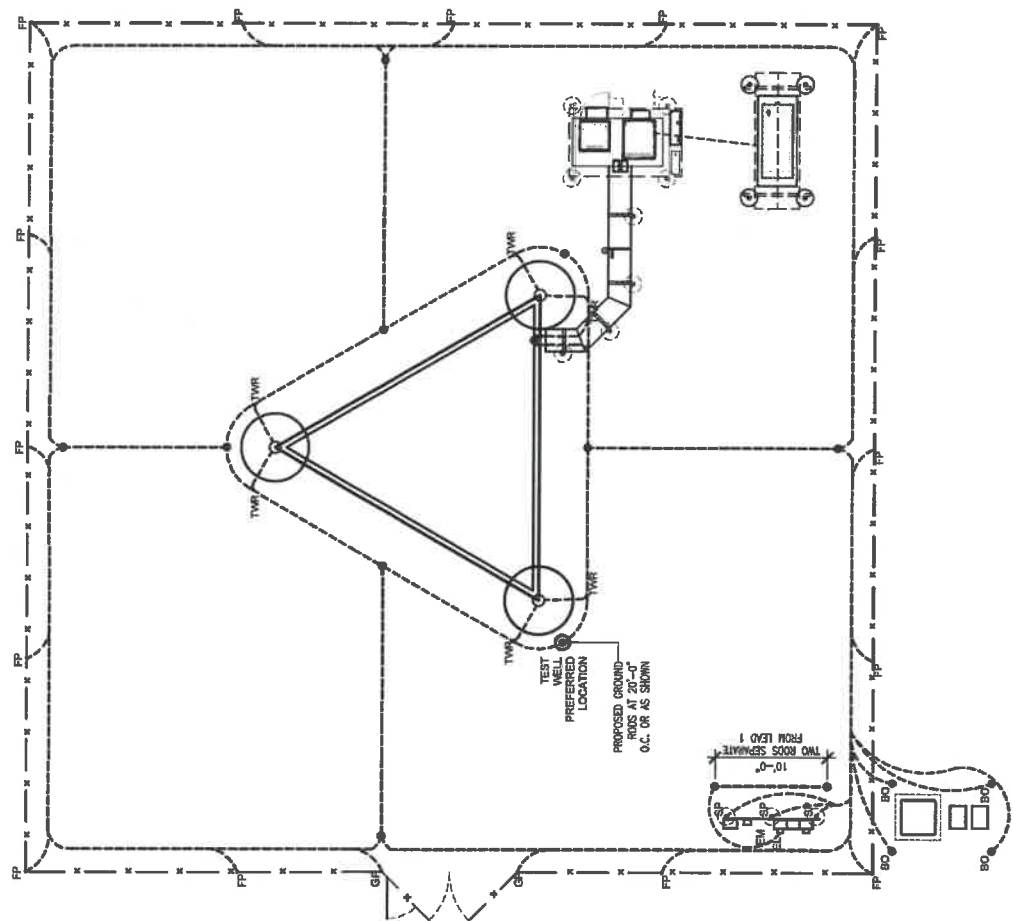
15403 HILLSIDE RD
 BROWNSVILLE, MN 55918

SHEET CONTENTS:
 GROUNDING PLAN

DRAWN BY:	MT
CHECKED BY:	SD
REV. A:	02-20-2025
REV. B:	02-26-2025

G-2

NOTES:
 1. SEE SHEET VTN C-1 FOR
 VERSION GROUNDING PLAN.
 2. REFER TO SHEET VTN C-1 FOR
 ADDITIONAL NOTES.
 3. GROUND RING SYSTEM
 PERFORMANCE TEST
 ALLOWANCE IS FIVE (5)
 OHMS MAXIMUM.



1 GROUNDING PLAN
 SCALE: NTS

PREPARED FOR:
verticalbridge
 THE TOWERS, LLC
 22 WEST ATLANTIC AVENUE, SUITE 310
 DELRAY BEACH, FL 33444

NOT FOR
 CONSTRUCTION

DESIGN
 8973 VALLEY VIEW RD.
 EDEN PRairie, MN 55424
 WWW.DESIGN1EPC.COM

PROJECT
 US-MN-5483
 FLUZE ID: 17027763

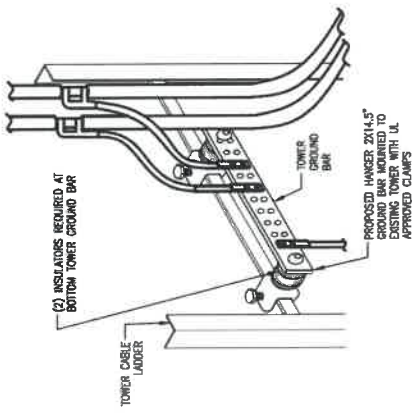
US-MN-5483
 BROWNSVILLE

15403 HILLSIDE RD
 BROWNSVILLE, MN 55919

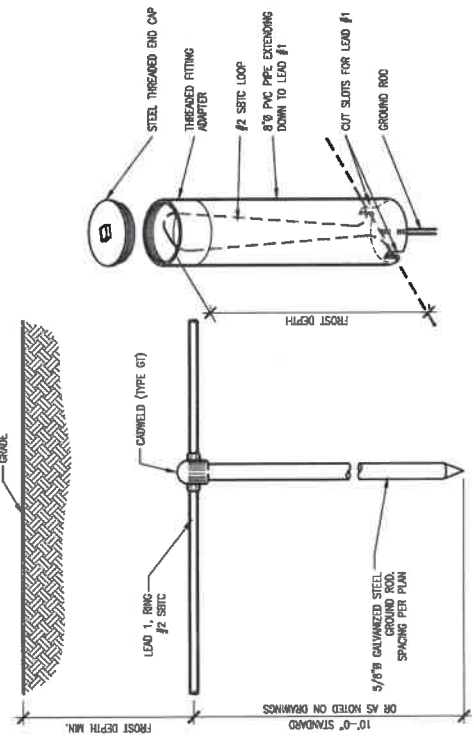
SHEET CONTENTS:
 GROUNDING DETAILS

DRAWN BY:	MT
CHECKED BY:	BT
REV. 1:	02-28-2020
REV. 2:	02-28-2020

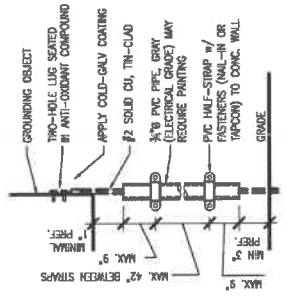
G-3



3 TOWER GROUND BAR DETAIL
 SCALE: NONE

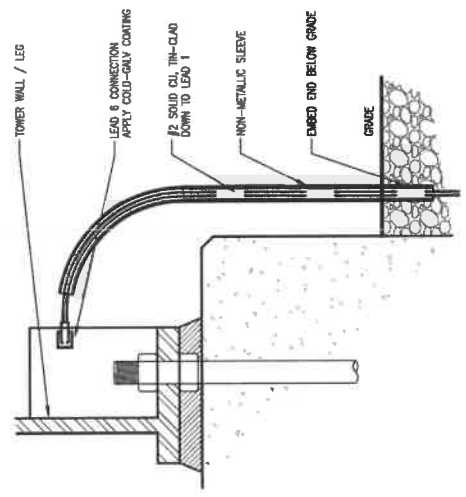


4 GROUND RING & ROD DETAIL
 SCALE: NONE



1 CONDUIT DETAIL
 SCALE: NONE

NOTE: IF NO FLANGES ARE PROVIDED, USE BASE PLATE OR CONTACT TOWER MANUFACTURER.



2 REBAR GROUNDING DETAIL
 SCALE: NONE

PREPARED FOR
verticalbridge
 THE TOWERS, LLC
 22 WEST ATLANTIC AVENUE, SUITE 310
 DELRAY BEACH, FL 33444

NOT FOR
 CONSTRUCTION

DESIGN
 5075 VALLEY VIEW RD.
 ERIE, MINNESOTA, MN 55544
 (763) 305-6299
 WWW.DESIGNERB.COM

PROJECT
 US-MN-5483
 FLUZE ID: 17027763

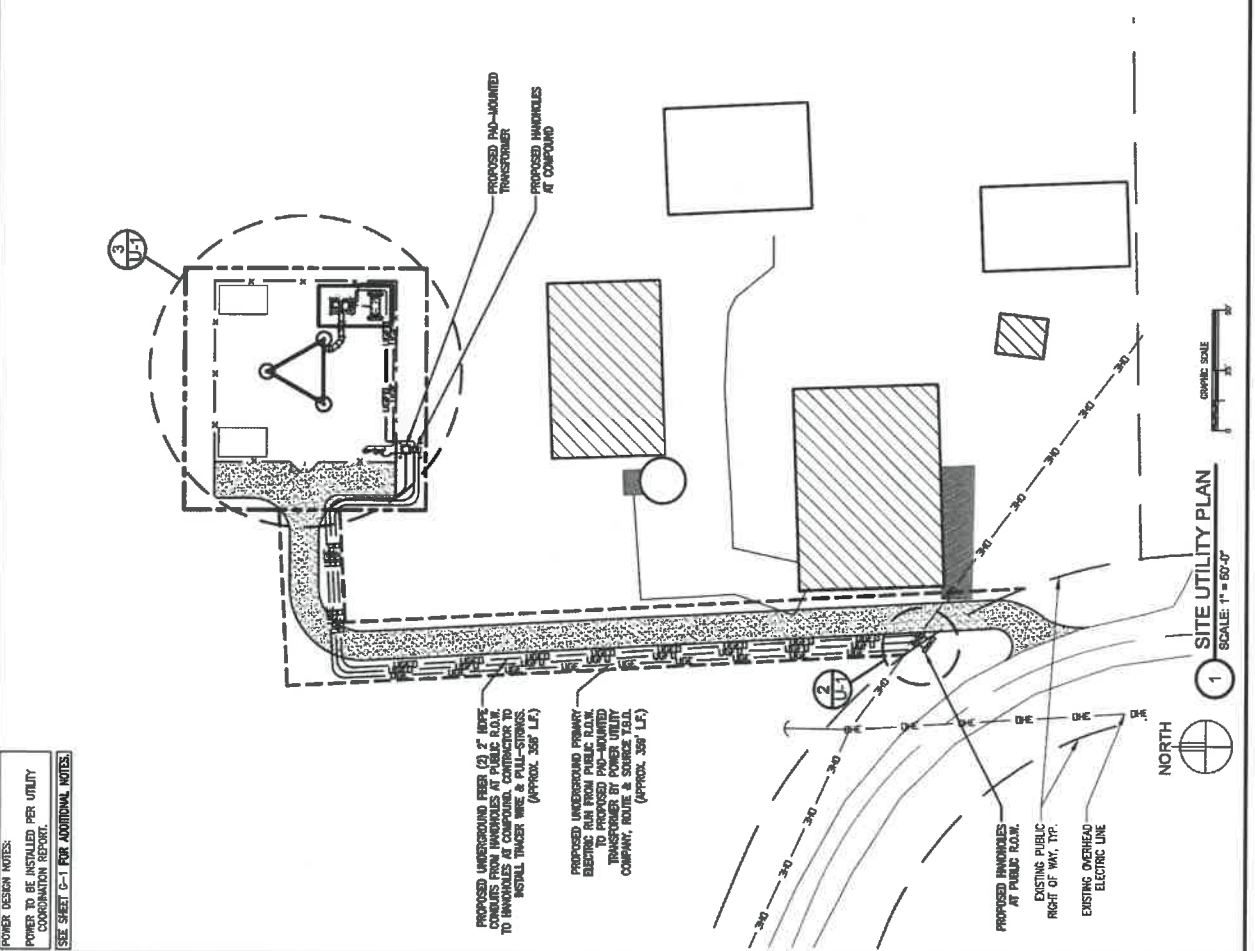
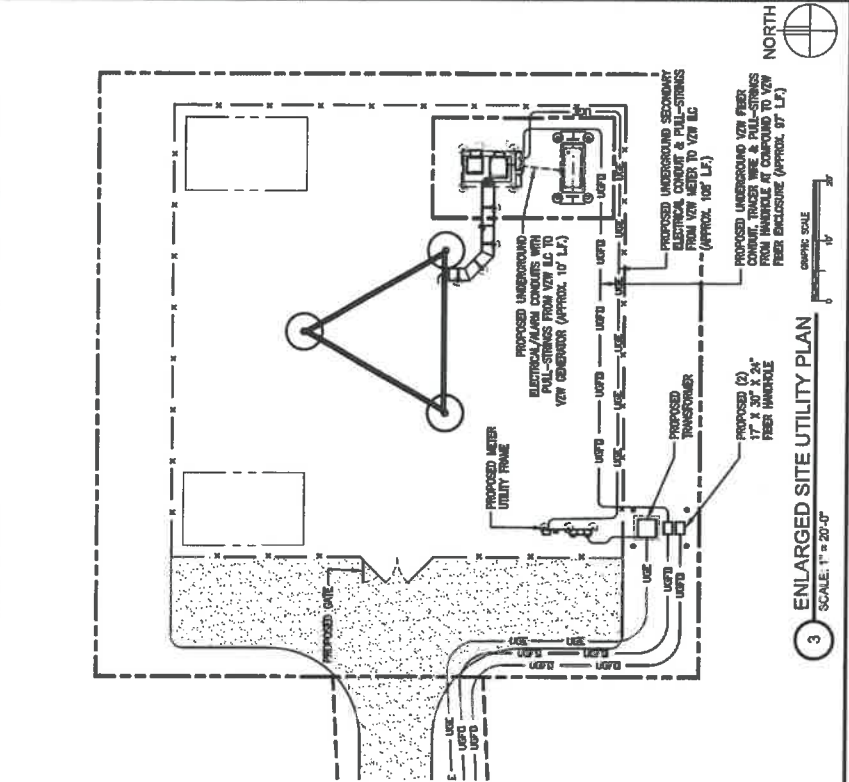
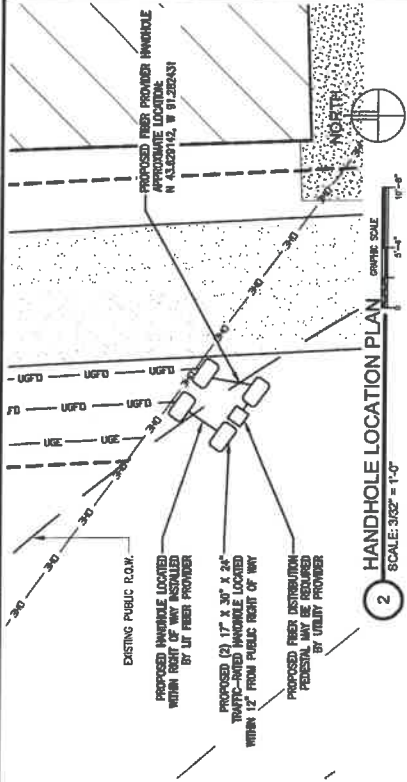
US-MN-5483
 BROWNSVILLE

15403 HILLSIDE RD
 BROWNSVILLE, MN 55919

SHEET CONTENTS:
 SITE UTILITY PLAN
 ENLARGED SITE UTILITY PLAN
 PULLBOX LOCATION PLAN

DRAWN BY:	MT
CHECKED BY:	SD
REV. A:	02-23-2026
REV. B:	02-28-2026

U-1



POWER DESIGN NOTES:
 POWER TO BE INSTALLED PER UTILITY COORDINATION REPORT.
 SEE SHEET C-1 FOR ADDITIONAL NOTES.

PREPARED FOR
verticalbridge
 22 WEST ATLANTIC AVENUE, SUITE 310
 DELRAY BEACH, FL 33444
THE TOWERS, LLC

NOT FOR
 CONSTRUCTION

DESIGN
 8753 VALLEY VIEW RD
 COON RAPIDS, MN 55344
 WWW.DESIGNTEP.COM

PROJECT
 US-MN-5483
 FLUZE ID: 17027183

US-MN-5483
 BROWNSVILLE

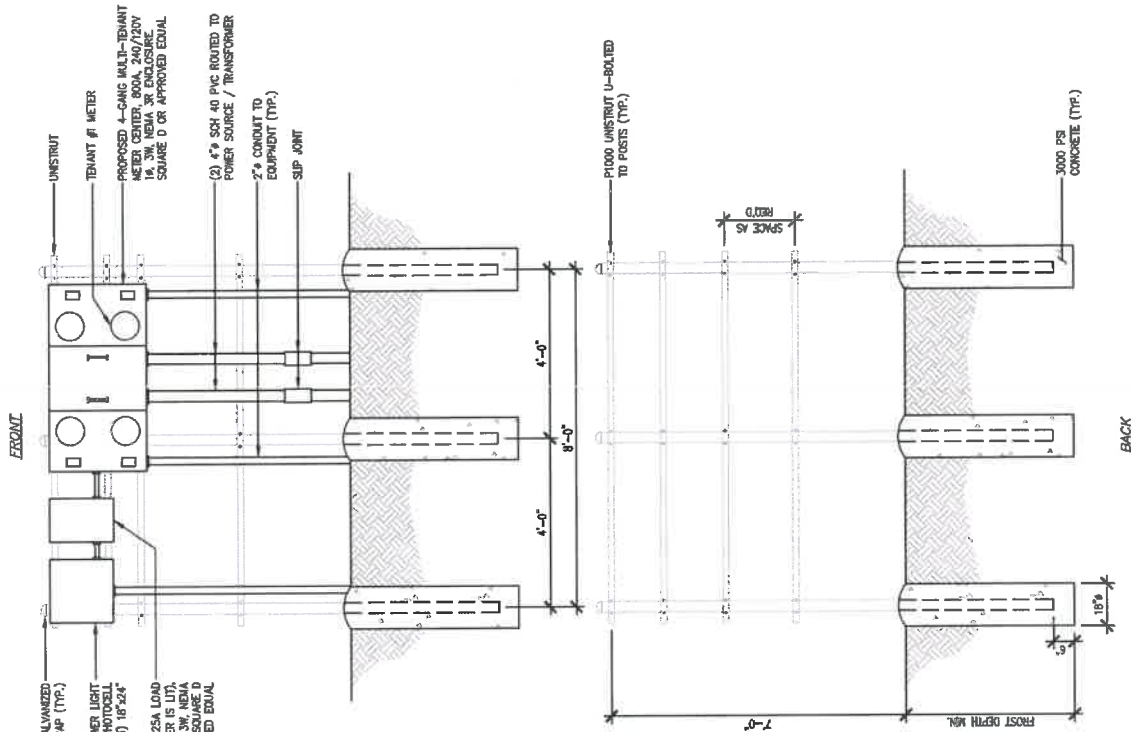
15403 HILLSIDE RD
 BROWNSVILLE, MN 55619

SHEET CONTENTS:
 METER UTILITY FRAME DETAIL

DRAWN BY: MT
 CHECKED BY: RD
 UTILITY A: 03-23-2023
 REV. B: 03-23-2023

U-2

ELECTRIC SERVICE NOTES:
 ALL ELECTRICAL EQUIPMENT SHALL BE INSTALLED IN CONFORMANCE WITH NFPA 70 (LATEST EDITION), THE RESPECTIVE EQUIPMENT MANUFACTURER'S DIRECTIONS AND ALL OTHER APPLICABLE LOCAL CODES, LAWS, ORDINANCES AND REQUIREMENTS IN FORCE. ANY INSTALLATION WHICH WOULD VOID THE U.L. LISTING (OR OTHER THIRD PARTY LISTING) AND/OR THE MANUFACTURER'S WARRANTY OF A DEVICE SHALL NOT BE PERMITTED.
 COORDINATE ELECTRIC SERVICE WITH LOCAL POWER UTILITY COMPANY. COORDINATE WITH UTILITY FOR METER TYPE AND CONNECTION.
 ALL CONDUIT SHALL BE SEALED WATERTIGHT UNTIL FINAL TERMINATIONS ARE MADE.
 PROVIDE PULL CORD IN ALL CONDUITS. SECURE AT EACH END.
 ADJUST DEPTH OF CONDUITS TO PASS ABOVE GROUNDING SYSTEM.
 PROVIDE 18 INCH (MIN.) RIGIDUS ELBOWS FOR ALL DEVICES.
 PROVIDE PERIODIC ENGRAVED NAMEPLATES AT THE SERVICE DISCONNECT LABELLED: "SERVICE DISCONNECT" & "NOTE ENGINE GENERATOR NEUTRAL IS ALSO BONDED TO GROUND AT THE SERVICE DISCONNECT". PROVIDE ADDITIONAL NAMEPLATES NOTING TYPE AND LOCATION OF STANDBY POWER SOURCE.



1 METER UTILITY FRAME DETAIL
 SCALE: NONE

120

PREPARED FOR
THE TOWERS, LLC
 22 WEST ATLANTIC AVENUE, SUITE 310
 DELRAY BEACH, FL 33444

NOTES:

1. THESE DRAWINGS DO NOT CONSTITUTE A WARRANTY, EXPRESSED OR IMPLIED, OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION OR THE PERFORMANCE OF THE COMPLETED CONSTRUCTION AS SHOWN ON THESE DOCUMENTS AND THE STRUCTURAL ANALYSIS.
2. NO STRUCTURAL ANALYSIS FOR THE MOUNT HAS BEEN PERFORMED AS PART OF THESE DRAWINGS.
3. PLEASE COORDINATE ANY STRUCTURAL CONCERNS MATTERS OR ANY CHANGES, MODIFICATIONS TO THE CONSULTANT WHO AUTHORED THE ANALYSIS AND NOTIFY DESIGNER IMMEDIATELY OF THE ISSUE.
4. EQUIPMENT SLAB AND GENERATOR FOUNDATION TO BE EXCAVATED AND CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE GEOTECHNICAL REPORT WHICH IS NOT INCLUDED IN THIS PACKAGE. THE DESIGNER HAS REVIEWED THE OTHER DOCUMENTS TO BE IMMEDIATELY REPORTED TO VERIZON WIRELESS AND THE DESIGNER.
5. CONTRACTOR TO ENSURE TIP OF ANTENNAS DO NOT EXCEED TOWER HEIGHT.
6. ELEVATION IS SHOWN FOR GENERAL DIAGRAMMATIC PURPOSES ONLY. DO NOT SCALE.
7. THE STRUCTURAL ANALYSIS FOR THE MOUNTS (BY OTHERS) SHALL BE PER THE VERIZON NETWORK STANDARD INSTD-448. ALL LOADING AND DESIGN SHALL BE PER THE TM-225-H STANDARD.

NOT FOR CONSTRUCTION

DESIGN 1
 873 VALLEY VIEW RD.
 ESHEN PLAINS, MN 5544
 TEL: 763-883-2200
 WWW.DESIGN1EP.COM

PROJECT
 US-MN-5483
 FLUZE ID: 11027783

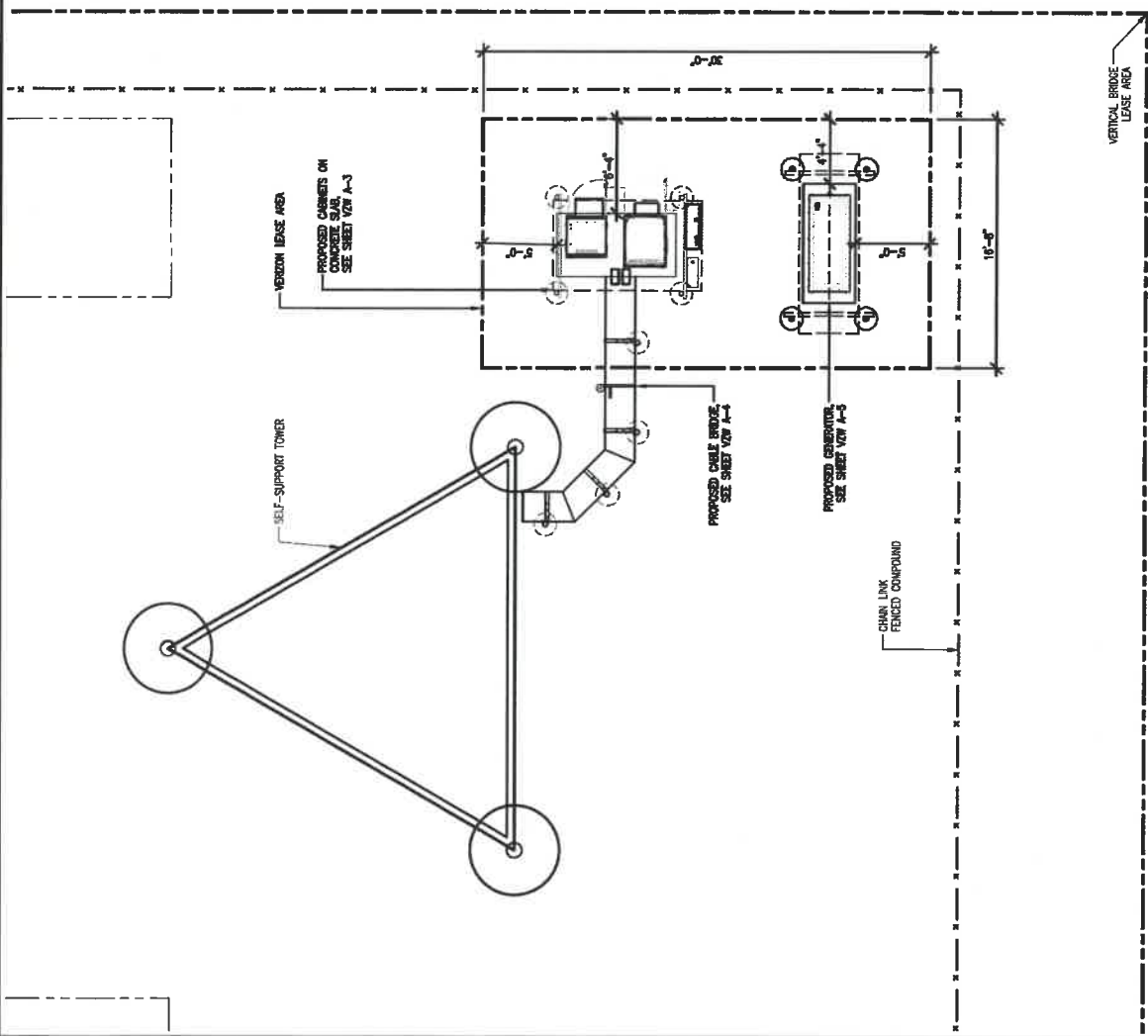
**US-MN-5483
 BROWNSVILLE**

15403 HILLSIDE RD
 BROWNSVILLE, MN 55619

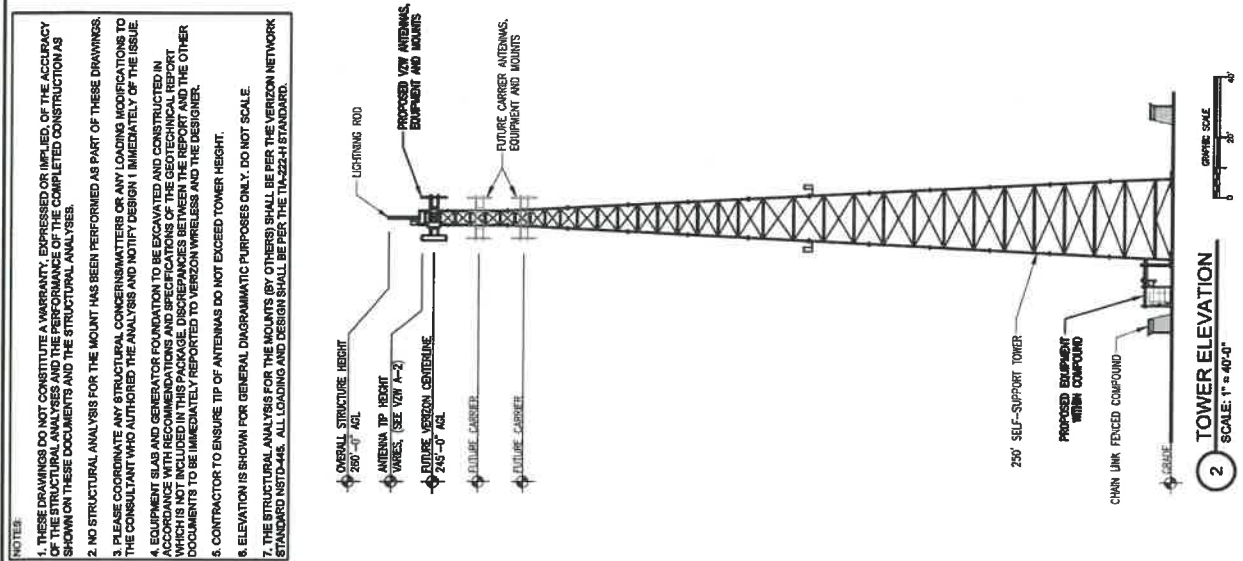
SHEET CONTENTS:
 VERIZON SITE PLAN
 TOWER ELEVATION

DRAWN BY:	MT
CHECKED BY:	SD
REV. A:	02-20-2028
REV. B:	02-28-2028

VZW A-1



1 VERIZON SITE PLAN
 SCALE: 1/8" = 1'-0"
 GRAPHIC SCALE



2 TOWER ELEVATION
 SCALE: 1" = 40'-0"
 GRAPHIC SCALE

PREPARED FOR:
THE TOWERS, LLC
 22 WEST ATLANTIC AVENUE, SUITE 310
 WEST PALM BEACH, FL 33411



NOT FOR CONSTRUCTION



PROJECT:
 US-MN-5483
 FLUZE ID: 17027763

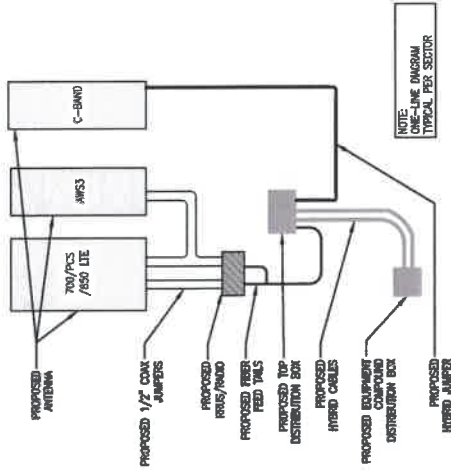
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 BROWNSVILLE

15403 HILLSIDE RD
 BROWNSVILLE, MN 55819

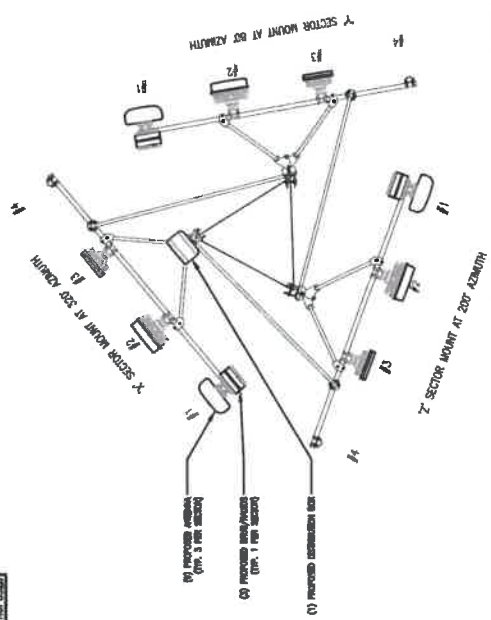
SHEET CONTENTS:
 RFDS INFORMATION
 ANTENNA MOUNTING DETAIL

DRAWN BY: MT
 CHECKED BY: SD
 REV A: 08-20-2023
 REV B: 08-23-2023

VZWA-2



2 RFDS PLUMBING DIAGRAM



3 ANTENNA MOUNTING DETAIL

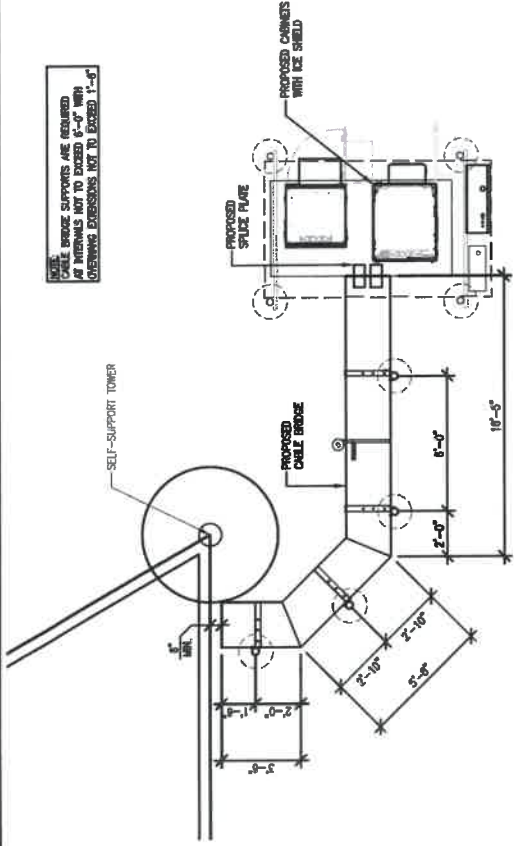
ANTENNA DET		EQUIPMENT DET				ANTENNA DET		EQUIPMENT DET					
AZIMUTH	POSITION	FUNCTION	QTY	MANUFACTURER	MODEL	W/O TYPE	ANTENNA LENGTH	ANTENNA TIP	ANTENNA CENTER	MODEL	MANUFACTURER	FEED TAIL	STATUS
207	1.1	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	1.2	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	1.3	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	1.4	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	1.5	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	1.6	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	1.7	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	1.8	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	1.9	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	2.0	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	3.0	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	4.0	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	5.0	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	6.0	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	7.0	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	8.0	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	9.0	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED
	10.0	TX/RX	1	JMA	700 LIE	700 LIE	94.0'	248.0'	245.0'	4400	ERSSON	HUBER + SUHNER HIRSD JUMPER - USE: NOT TO INU	PROPOSED

PROPOSED ADDITIONAL:
 (1) HUBER + SUHNER HIRSD JUMPER (10' - 10' FROM 1/2" TO PROPOSED)
 (2) HUBER + SUHNER HIRSD JUMPER (10' - 10' FROM 1/2" TO PROPOSED)
 (3) HUBER + SUHNER HIRSD JUMPER (10' - 10' FROM 1/2" TO PROPOSED)
 (4) HUBER + SUHNER HIRSD JUMPER (10' - 10' FROM 1/2" TO PROPOSED)
 (5) HUBER + SUHNER HIRSD JUMPER (10' - 10' FROM 1/2" TO PROPOSED)
 (6) HUBER + SUHNER HIRSD JUMPER (10' - 10' FROM 1/2" TO PROPOSED)
 (7) HUBER + SUHNER HIRSD JUMPER (10' - 10' FROM 1/2" TO PROPOSED)
 (8) HUBER + SUHNER HIRSD JUMPER (10' - 10' FROM 1/2" TO PROPOSED)
 (9) HUBER + SUHNER HIRSD JUMPER (10' - 10' FROM 1/2" TO PROPOSED)
 (10) HUBER + SUHNER HIRSD JUMPER (10' - 10' FROM 1/2" TO PROPOSED)

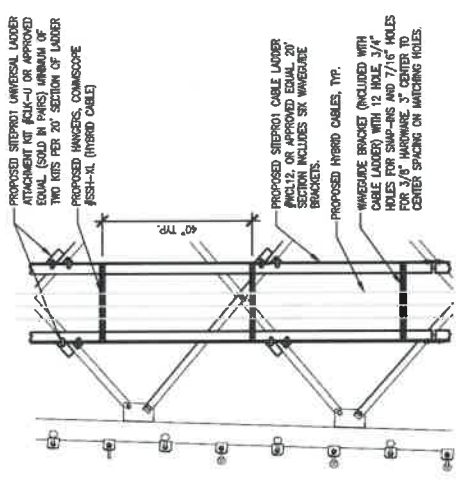
1 RFDS INFORMATION

<p>PREPARED FOR:</p> <p style="text-align: center;">verticalbridge</p> <p style="text-align: center;">THE TOWERS, LLC</p> <p style="text-align: center;">22 WEST ATLANTIC AVENUE, SUITE 310 DELRAY BEACH, FL 33444</p>	<p>NOT FOR CONSTRUCTION</p>	<p>DESIGN</p> <p>8973 VALLEY VIEW RD. DELRAY BEACH, FL 33444 WWW.DESIGNTEK.COM</p>	<p>PROJECT US-MN-5483 FUZE ID: 17027183</p>	<p>US-MN-5483 BROWNSVILLE</p>	<p>15403 HILLSIDE RD BROWNSVILLE, MN 55919</p>	<p>SHEET CONTENTS: CABLE BRIDGE DETAILS CABLE LADDER DETAIL GPS DETAILS</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>DRAWN BY:</td><td>AT</td></tr> <tr><td>CHECKED BY:</td><td>ED</td></tr> <tr><td>REV. #</td><td>02-20-2020</td></tr> <tr><td>REV. #</td><td>02-20-2020</td></tr> <tr><td>REV. #</td><td>02-20-2020</td></tr> </table>	DRAWN BY:	AT	CHECKED BY:	ED	REV. #	02-20-2020	REV. #	02-20-2020	REV. #	02-20-2020
DRAWN BY:	AT																
CHECKED BY:	ED																
REV. #	02-20-2020																
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REV. #	02-20-2020																

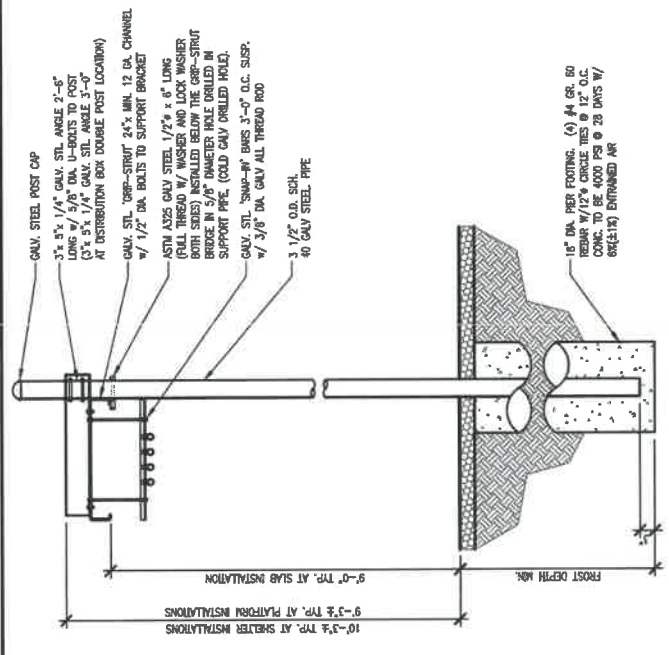
VZWA-4



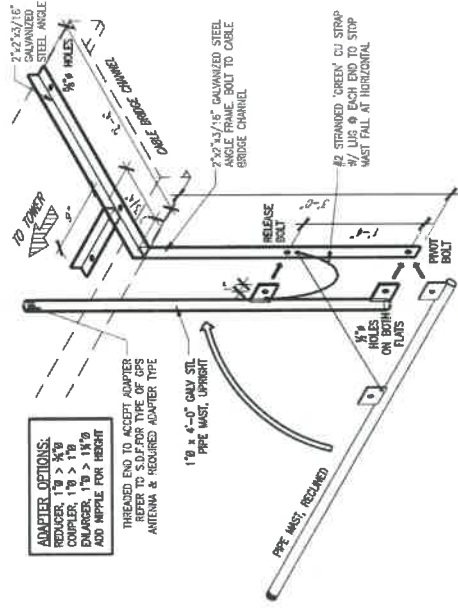
2 CABLE BRIDGE PLAN
SCALE: 3/16" = 1'-0"



4 CABLE LADDER DETAIL



3 GPS ANTENNA MOUNTING
SCALE: N.T.S.



1 CABLE BRIDGE SECTION
SCALE: 1/2" = 1'-0"

PREPARED FOR:
verticalbridge
 THE TOWERS, LLC
 22 WEST ATLANTIC AVENUE, SUITE 310
 DELRAY BEACH, FL 33444

NOT FOR
 CONSTRUCTION

DESIGN
 873 VALLEY VIEW RD.
 GLEN PLAZA, MN 55444
 WWW.DESIGNRP.COM

PROJECT
 US-MN-5483
 FLUZE ID: 17027783

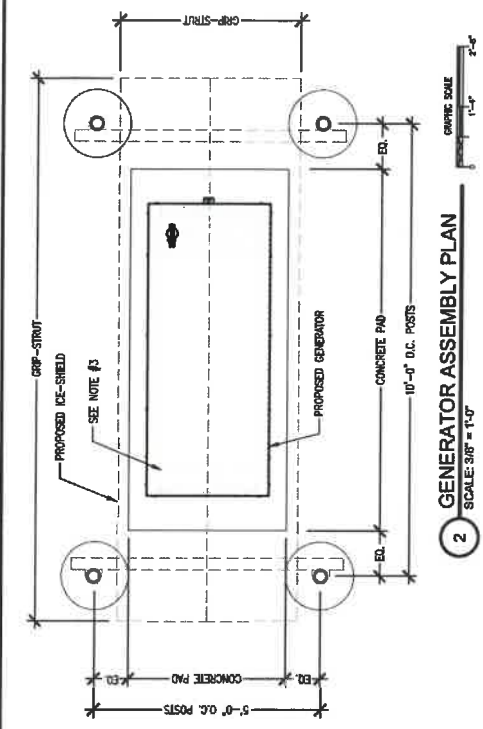
US-MN-5483
 BROWNSVILLE

15403 HILLSIDE RD
 BROWNSVILLE, MN 55819

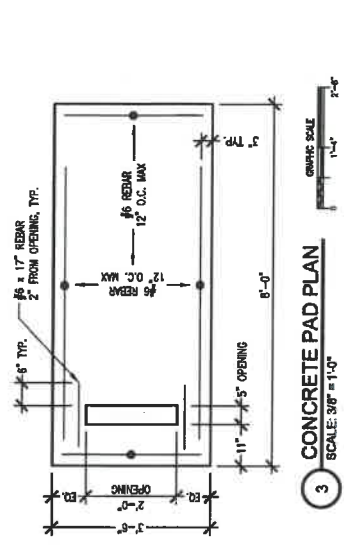
SHEET CONTENTS:
 GENERATOR DETAILS,
 STANDARD TANK

DRAWN BY:	MT
CHECKED BY:	SD
REV. A	02-20-2023
REV. B	02-28-2023

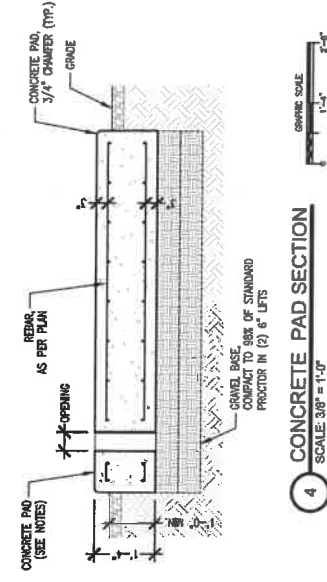
VZWA-5



2 GENERATOR ASSEMBLY PLAN
 SCALE: 3/8" = 1'-0"

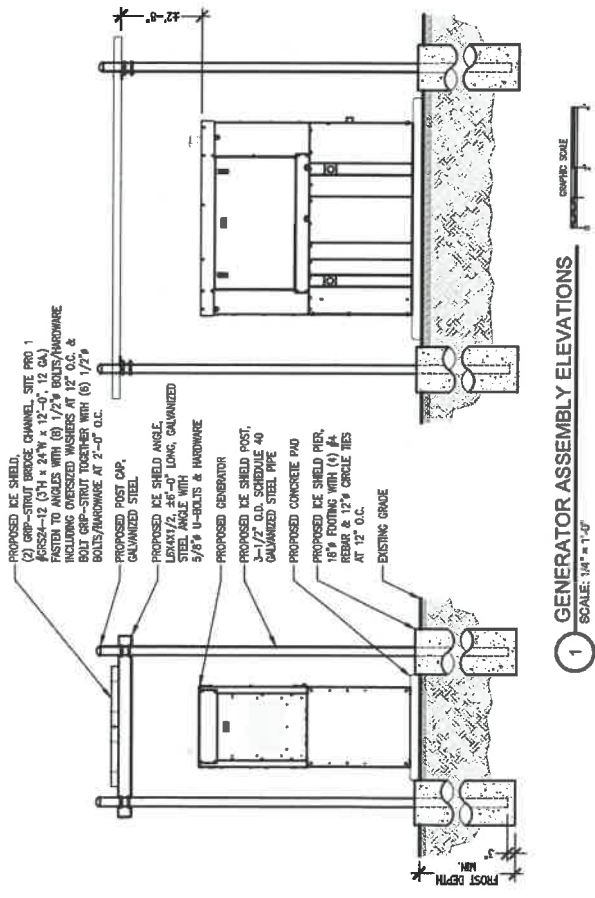


3 CONCRETE PAD PLAN
 SCALE: 3/8" = 1'-0"



4 CONCRETE PAD SECTION
 SCALE: 3/8" = 1'-0"

- PROPOSED GENERATOR TO BE AS FOLLOWS:
 - 30 HP EXTERIOR GENERATOR ASSEMBLY - KOHLER MODEL #E9202R & DRAWING #AO-REES
 - STANDARD FUEL TANK, 203 GALLON TANK, DIESEL.
 - COHLER PART #0497093-MA2
 - DIMENSIONS (LxWxH) 71.5" X 32.5" X 84.0"
 - DRY WEIGHT (APPROX.) 2,114 LBS
 - NET WEIGHT (APPROX.) 3,535 LBS
- ORIENTATION OF GENERATOR PER COMPOUND PLAN.
- GENERATOR TO BE ANCHORED TO CONCRETE PAD USING ANCHOR BOLTS OR EXPANSION ANCHORS, UNLESS ALL MOUNTING HOLES IN BOTTOM OF GENERATOR ASSEMBLY (GENERATOR) ARE COVERED BY THE GENERATOR ENCLOSURE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS/REQUIREMENTS AND THE M.E.C. CONNECT TO GENERATOR CONTROL PANEL AS REQUIRED TO SHUT DOWN ENGINE UPON ACTIVATION.
- ANCHOR BOLTS BETWEEN GENERATOR ASSEMBLY AND PAD WITH SCREWER PLUGS IN PLACE. ANCHOR BOLTS TO BE INSTALLED WITH CONCRETE UPON INSTALLATION OF CONCRETE.
- IT HAS BEEN ASSUMED THAT THE EXISTING NATIVE SOILS AT THE SITE MINIMALLY CONFORM TO BR CODE - TABLE 1605.2, CLASS OF MATERIALS #3: CLAY, SANDY CLAY, CLAYEY SILT, SILT AND SANDY SILT (CL, ML, MH, AND CH) WITH AN ALLOWABLE BEARING CAPACITY OF 2,000 PSF. THE CONTRACTOR SHALL VERIFY IF POOR SOILS ARE ENCOUNTERED FOR WHICH ARE FOUND. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM DESIGN 1 OF THE SITE CONDITIONS FOR FURTHER REVIEW.
- THE PAD IS NOT FROST-PROTECTED AND IS SUBJECT TO FREEZE/THAW MOVEMENT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE PROTECTION FOR UNDERLYING COMPONENTS FROM THE MOVEMENT.
- CONCRETE AND REBAR SHALL CONFORM TO THE FOLLOWING CHARACTERISTICS:
 - MINIMUM CONCRETE $f_c = 4,500$ PSI, AIR-ENTRAINMENT.
 - MINIMUM REBAR $f_y = 60,000$ PSI.
- TOP SURFACE OF PAD TO BE WITHIN A FLATNESS OF 1/8".



1 GENERATOR ASSEMBLY ELEVATIONS
 SCALE: 1/4" = 1'-0"

PREPARED FOR
verticalbridge
 THE TOWERS, LLC
 22 WEST ATLANTIC AVENUE, SUITE 310
 DELRAY BEACH, FL 33444

NOT FOR
 CONSTRUCTION

DESIGN
 873 VALLEY VIEW RD.
 EBEN PRAIRIE, MN 55444
 WWW.DESIGN1EE.COM

PROJECT
 US-MN-5483
 FUZE ID: 17027763

US-MN-5483
 BROWNSVILLE

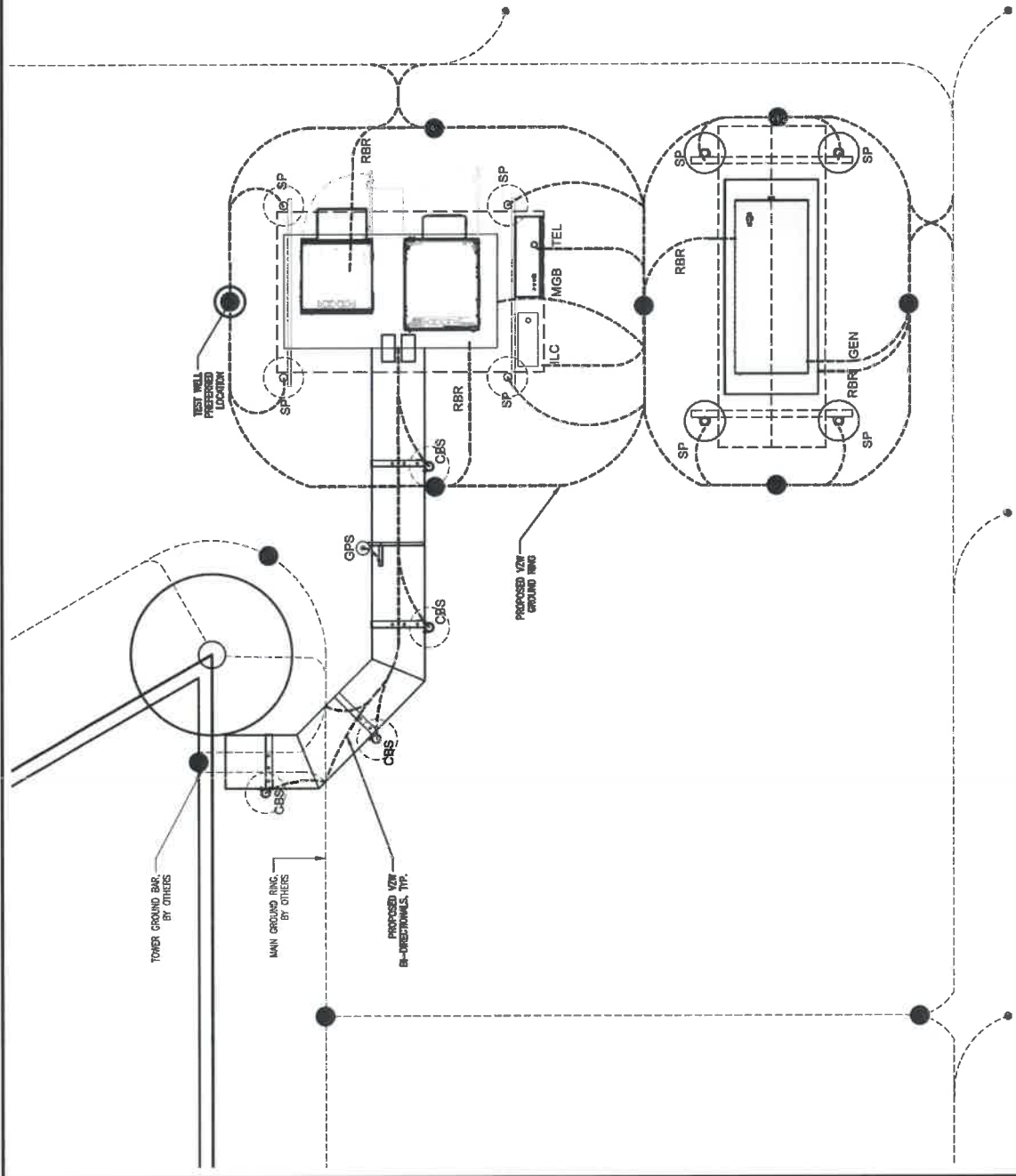
15403 HILLSIDE RD
 BROWNSVILLE, MN 55819

SHEET CONTENTS:
 GROUNDING PLAN

DRAWN BY:	ML
CHECKED BY:	SD
REV A	02-28-2018
REV B	02-28-2018

VZW G-1

NOTES:
 1. GENERAL CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THAT THE INSTALLATION OF ALL GROUNDING MEMBERS "SHOW" DOCUMENTS "TILES" (SPECIFICATIONS, MANUFACTURER'S INSTRUCTIONS, PROTECTION - ENGINEERING CONSIDERATIONS).
 2. PROPOSED EQUIPMENT & EQUIPMENT CABINETS TO BE GROUND PER MANUFACTURER'S SPECS AND ATTACHED TO MAIN BUS BAR.
 3. SEE SHEET G-1 FOR ADDITIONAL NOTES.



1 GROUNDING PLAN
 SCALE: NTS



PREPARED FOR
verticalbridge
 THE TOWERS, LLC
 22 WEST ATLANTIC AVENUE, SUITE 310
 DELRAY BEACH, FL 33444

NOT FOR CONSTRUCTION

DESIGN
 8973 VALLEY VIEW RD.
 EBERHART, MN 55844
 WWW.DESIGN1MEP.COM

PROJECT
 US-MN-5483
 FLUZE ID: 17027783

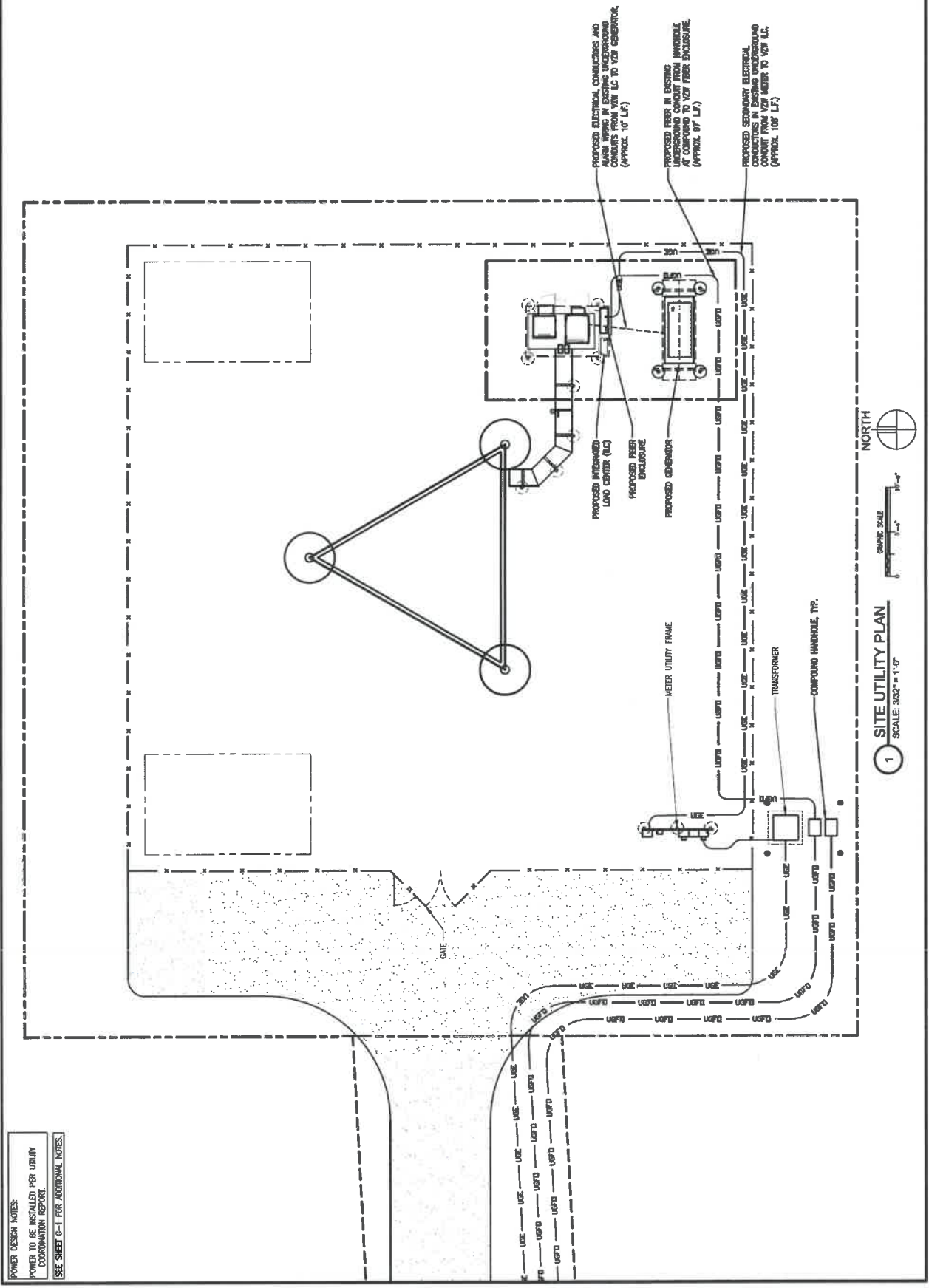
US-MN-5483
 BROWNSVILLE

15403 HILLSIDE RD
 BROWNSVILLE, MN 55819

SHEET CONTENTS:
 VZV UTILITY PLAN

DRAWN BY:	M/T
CHECKED BY:	SD
REV. A	02-23-2020
REV. B	02-23-2020

VZW U-1



POWER DESIGN NOTES:
 POWER TO BE INSTALLED PER UTILITY COORDINATION REPORT.
 SEE SHEET G-1 FOR ADDITIONAL NOTES.



February 13, 2026

Edward Davis
The Towers, LLC
750 Park Of Commerce Drive, Suite 200
Boca Raton, Florida 33487

B+T Group
1717 S. Boulder, Suite 300
Tulsa, OK 74115
(918) 587-4630
btwo@btgrp.com

Subject: Fall Certification Letter
Arcosa Designation: Arcosa Project Number: C205
Engineering Firm Designation: Arcosa Site Name: Brownsville (US-MN-5483)
B+T Group Project Number: 26-000881
Site Data: Brownsville (US-MN-5483)
250' Monopole

To Whom it May Concern:

As Requested by Arcosa Telecom Structures on behalf of The Towers, LLC, B+T Group is pleased to submit this "Fall Certification Letter" for the 250' Monopole to be constructed at the **Brownsville (US-MN-5483)** site.

This pole will be designed in accordance with the TIA 222-H standard for Houston County, MN. The pole will be designed to support antennas and transmission lines for four wireless carriers. The design criteria are more particularly described as follows:

Design Wind Speed: 108mph 3-sec gust (no ice), 50mph 3-sec gust (1.5" ice)
Structure Class: II
Exposure Category: C
Topographic Category: 1


245'—Wireless Carrier 1 (CaAa= 42,000 sq in w/ (18) 1 5/8" transmission lines
234'—Wireless Carrier 2 (CaAa= 30,000 sq in w/ (12) 1 5/8" transmission lines
224'—Wireless Carrier 3 (CaAa= 30,000 sq in w/ (12) 1 5/8" transmission lines
200'—Wireless Carrier 4 (1) 6' MW Dishes w/ (9) 1.625 transmission lines

It is our understanding that this Monopole structure will be designed such that, if a failure were to occur due to a significant storm or other event, the pole would fall within a radius of 134' from the base of the structure. Although the pole would not be designed to fail, stronger sections that required by analysis would be provided in the lower sections of the pole, resulting in an increased safety factor in the lower sections. In the highly unlikely event that this pole were to experience operational failure due to catastrophic wind loading, the design would enable the pole to fail through compression buckling. Failure in this manner would result in the upper portion of the pole buckling and folding over the lower portion, resulting in a fall radius of 134' from the base of the pole. This opinion does not consider unpredictable extreme catastrophic events for which the structure is not designed. However, any damage to surrounding property caused by the pole failing during such an event would be relatively insignificant when compared to the damage caused to the surrounding property by the event itself. Please contact us should you have any questions concerning the safety and design of the monopole.

Letter prepared by: Clint Coody
Respectfully submitted by: B+T Group, Inc.

Chad E. Tuttle, P.E.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: CHAD E. TUTTLE
Signature: 
Date 2/13/26 License # 42966



BU=LL CONSULTING, INC.
9973 Valley View Rd
Minneapolis, MN 55344
(651) 361-8110
www.buellconsulting.com

March 19, 2026

Environmental Services Director
Houston County
Attn: Amelia Meiners
304 S. Marshall Street, Room 209
Caledonia, MN 55921

RE: The Towers LLC – Land Lease for Cell Tower – BROWNSVILLE US-MN-5483 – Parcel ID: 04.0096.000.

Amelia,

Per our conversation, please accept this letter and signature of the landowner giving permission to apply for a conditional use permit for a 250' self support cell tower to be constructed on the land owners property.

As the landowner, I hereby acknowledge and give permission for the application Buell Consulting, Inc on behalf of The Towers LLC to apply for the conditional use permit for the construction of a 250' self support tower on parcel ID: 04.0096.000.

Landowner:

Name: Jackie Kronebusch

Signature: 

Date: 

Best Regards,

Justin Gartner
Site Development Agent
Buell Consulting, Inc. On Behalf of The Towers LLC
9973 Valley View Rd
Minneapolis, MN 55344



Submitted by applicant after public hearing.
(revised fall zone letter)

131

April 29, 2026

Edward Davis
The Towers, LLC
750 Park Of Commerce Drive, Suite 200
Boca Raton, Florida 33487

ARCOSA

TELECOM STRUCTURES

B+T Group
1717 S. Boulder, Suite 300
Tulsa, OK 74115
(918) 587-4630
btwo@btgrp.com

Subject: Fall Certification Letter
Arcosa Designation: Arcosa Project Number: C205
Arcosa Site Name: Brownsville (US-MN-5483)
Engineering Firm Designation: B+T Group Project Number: 26-000881
Site Data: Brownsville (US-MN-5483)
250' Monopole

To Whom it May Concern:

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224'—Wireless Carrier 3 (CaAa= 30,000 sq in w/ (12) 1 5/8" transmission lines
200'—Wireless Carrier 4 (1) 6' MW Dishes w/ (9) 1.625 transmission lines

It is our understanding that this Monopole structure will be designed such that, if a failure were to occur due to a significant storm or other event, the pole would fall within a radius of 120' from the base of the structure. Although the pole would not be designed to fail, stronger sections that required by analysis would be provided in the lower sections of the pole, resulting in an increased safety factor in the lower sections. In the highly unlikely event that this pole were to experience operational failure due to catastrophic wind loading, the design would enable the pole to fail through compression buckling. Failure in this manner would result in the upper portion of the pole buckling and folding over the lower portion, resulting in a fall radius of 120' from the base of the pole. This opinion does not consider unpredictable extreme catastrophic events for which the structure is not designed. However, any damage to surrounding property caused by the pole failing during such an event would be relatively insignificant when compared to the damage caused to the surrounding property by the event itself. Please contact us should you have any questions concerning the safety and design of the monopole.

Letter prepared by: Clint Coody
Respectfully submitted by: B+T Group, Inc.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Chad E. Tuttle, P.E.

Print Name: CHAD E. TUTTLE

Signature: 

Date 4/29/26 License # 42966

Submitted by applicant after public hearing. (additional information)

PUBLIC LAW 104-104—FEB. 8, 1996

TELECOMMUNICATIONS ACT OF 1996

“(g) A utility that engages in the provision of telecommunications services or cable services shall impute to its costs of providing such services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the pole attachment rate for which such company would be liable under this section.

“(h) Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment. Any entity that adds to or modifies its existing attachment after receiving such notification shall bear a proportionate share of the costs incurred by the owner in making such pole, duct, conduit, or right-of-way accessible.

“(i) An entity that obtains an attachment to a pole, conduit, or right-of-way shall not be required to bear any of the costs of rearranging or replacing its attachment, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including the owner of such pole, duct, conduit, or right-of-way).”.

SEC. 704. FACILITIES SITING; RADIO FREQUENCY EMISSION STANDARDS.

(a) NATIONAL WIRELESS TELECOMMUNICATIONS SITING POLICY.—Section 332(c) (47 U.S.C. 332(c)) is amended by adding at the end the following new paragraph:

“(7) PRESERVATION OF LOCAL ZONING AUTHORITY.—

“(A) GENERAL AUTHORITY.—Except as provided in this paragraph, nothing in this Act shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities.

“(B) LIMITATIONS.—

“(i) The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof—

“(I) shall not unreasonably discriminate among providers of functionally equivalent services; and

“(II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

“(ii) A State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.

“(iii) Any decision by a State or local government or instrumentality thereof to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record.

Records.

“(iv) No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission’s regulations concerning such emissions.

“(v) Any person adversely affected by any final action or failure to act by a State or local government or any instrumentality thereof that is inconsistent with this subparagraph may, within 30 days after such action or failure to act, commence an action in any court of competent jurisdiction. The court shall hear and decide such action on an expedited basis. Any person adversely affected by an act or failure to act by a State or local government or any instrumentality thereof that is inconsistent with clause (iv) may petition the Commission for relief.

Courts.

“(C) DEFINITIONS.—For purposes of this paragraph—

“(i) the term ‘personal wireless services’ means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services;

“(ii) the term ‘personal wireless service facilities’ means facilities for the provision of personal wireless services; and

“(iii) the term ‘unlicensed wireless service’ means the offering of telecommunications services using duly authorized devices which do not require individual licenses, but does not mean the provision of direct-to-home satellite services (as defined in section 303(v)).”

Rules.

(b) RADIO FREQUENCY EMISSIONS.—Within 180 days after the enactment of this Act, the Commission shall complete action in ET Docket 93-62 to prescribe and make effective rules regarding the environmental effects of radio frequency emissions.

President.
47 USC 332 note.

(c) AVAILABILITY OF PROPERTY.—Within 180 days of the enactment of this Act, the President or his designee shall prescribe procedures by which Federal departments and agencies may make available on a fair, reasonable, and nondiscriminatory basis, property, rights-of-way, and easements under their control for the placement of new telecommunications services that are dependent, in whole or in part, upon the utilization of Federal spectrum rights for the transmission or reception of such services. These procedures may establish a presumption that requests for the use of property, rights-of-way, and easements by duly authorized providers should be granted absent unavoidable direct conflict with the department or agency’s mission, or the current or planned use of the property, rights-of-way, and easements in question. Reasonable fees may be charged to providers of such telecommunications services for use of property, rights-of-way, and easements. The Commission shall provide technical support to States to encourage them to make property, rights-of-way, and easements under their jurisdiction available for such purposes.



HOUSTON COUNTY

BOARD OF COMMISSIONER MEETING

AGENDA REQUEST FORM

Historic Courthouse
304 S Marshall Street
Caledonia, MN 55921

Board Meeting Date: May 4, 2026
Date Request Submitted: April 30, 2026
Submitted By (Name and Title): Brian Pogodzinski, County Engineer

Please fill in item(s) requested for agenda in correct category below. Add numbers as needed.

Appointment Request:

Consent Agenda Request:

1)

Action Item Request:

- 1) Approve the Airport Lease Agreement with the City of Caledonia, MN.
- 2) Approve the Airport T-Hangar Lease template
- 3) Board to consider approving an updated Procurement Policy for Federal Grants.
- 4) Approve Bridge Maintenance quotes
- 5) Approve Joint Policy Agreement for Warrior Ave Extension project (City of Caledonia lead project)

Discussion Item:

1)

Background/additional information can be typed below and/or included with request:

It has been discussed that a courtesy car at the Houston County airport would be beneficial to attract people to the airport and the community. However, the County has no mechanism to provide insurance for a courtesy vehicle as the MN Counties Intergovernmental Trust does not allow it. Attempts to purchase private insurance were exhausted. However, The League of MN Cities does cover airport courtesy cars, so this agreement was written to mutually benefit both the County and the City.

The T-Hangar Lease template will be used for renting out the 8 hangar spaces.

Note: Please submit all agenda request forms and supporting documentation to the BOC email at **BOC@HoCoMN.gov** by noon the Thursday before each BOC meeting to be included on the agenda. If your department needs a resolution number, please ask for the number ahead of time via the BOC email. Resolutions should be emailed in word format so they can be easily copied and pasted into the meeting minutes. Departments are responsible for scheduling their own public hearings, but please email the BOC to verify a date and time is available prior to advertising the hearing to ensure we do not double book times. Questions regarding agenda requests and board meetings can be sent to the BOC email. Thank you!

AIRPORT LEASE AGREEMENT

PURPOSE. The Houston County Airport Commission desires to provide a courtesy motor vehicle available to pilots who use the Houston County Airport.

PARTIES. The parties to this lease agreement are the City of Caledonia (hereinafter, “City”) and the County of Houston (hereinafter, the “County”), both political subdivisions organized and existing under the Constitution and the laws of the State of Minnesota.

NOW THEREFORE, in consideration of the mutual promises and agreement contained herein, the City and County do agree as follows:

I. TERM OF AGREEMENT

This agreement shall be effective on December 9, 2025, or upon the date the final required signature is obtained by both parties, whichever **occurs later**, and shall remain in effect through December 31, 2030, unless cancelled pursuant to the provisions set forth in clause IV herein.

II. CITY DUTIES & RESPONSIBILITIES

- A. The City shall lease a motor vehicle from the County for \$1.00.
- B. Payment is due at the signing of this agreement.
- C. The City shall be responsible for providing insurance for the motor vehicle through the Minnesota City Insurance Trust (MCIT).
- D. The City shall provide the County with proof of insurance.
- E. The City shall be responsible for implementing any policies and use of the courtesy motor vehicle agreement to pilots.

III. COUNTY DUTIES & RESPONSIBILITIES

- A. The County has identified the motor vehicle as a 2015 GMC Yukon.
- B. The County shall be responsible to maintenance to the motor vehicle.
- C. If the motor vehicle needs to be replaced during the term of this lease, the County shall provide an alternative motor vehicle and a modification of this agreement shall occur to identify the alternative motor vehicle.

IV. CANCELLATION AND TERMINATION

This contract may be canceled by either the City or County at any time, with or without cause, upon thirty (30) days written notice to the other party.

V. AUTHORIZED REPRESENTATIVES

All official notifications, including but not limited to, cancellation of this agreement must be sent to the other party's authorized representative.

A. City's authorized representative for the purpose of administration of this agreement is:

Name: Jake Dickson
 Address: 231 East Main Street, Caledonia, MN 55921
 Telephone: 507-725-3450
 E-Mail: Jdickson@caledoniamn.gov

B. County's authorized representative for the purpose of administration of this contract is:

Name: Brian Pogodzinski
 Address: 1124 E. Washington
 St, Caledonia MN
 55921
 Telephone: 507-725-3925
 E-Mail: BPogodzinski@hocomn.gov

VI. ASSIGNMENT

No party shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

VII. GOVERNMENT DATA PRACTICES

The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the City or the County.

VIII. BUSINESS RECORDS.

Each party shall keep such business records pursuant to this Agreement. Each party shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Each county shall have the right to audit and review all such documents and records at any time during the other party's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by either party and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute § 16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.

IX. FORCE MAJEURE

Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of nature, unusually severe weather, terrorism, war, acts of public authorities other than the parties or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

X. WAIVER

The failure of either party to enforce any provisions of this contract shall not constitute a waiver by that party of that or any other provision.

XI. INTEPRETATION, JURISDICTION, AND VENUE

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Each party hereby consents and submits to the jurisdiction of the appropriate courts of the State of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.

XII. SEVERABILITY

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XIII. MERGER CLAUSE

This agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

XIV. MUTUAL INDEMNIFICATON

Each party shall be liable for its own acts to the extent provided by law and herby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expense, claims or action, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising

out of or by reason of any act or omission of the parties, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this agreement.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

CITY OF CALEDONIA

By:

APPROVED:

HOUSTON COUNTY

By:

City Administrator

Date

County Board Chair

Date

AIRPORT T-HANGAR LEASE

This agreement, made and entered into on the date indicated below by and between
the Houston County Board, hereinafter called the "HCBoard," and
_____, hereinafter called the "Lessee."

WHEREAS, the HCBoard owns and operates an airport known as the Houston County Airport (Airport) and Lessee is desirous of leasing from the HCBoard a hangar on the Airport, hereinafter more fully described; and

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the HCBoard the following premises, rights, and easements on and to the Airport upon the following terms and conditions.

1. Hangar Description. HCBoard shall hereby lease to Lessee the following Hangar:

Building # _____ Bay # _____

- 2. Term.** The term of this lease shall be for a period commencing on July 1, 2026, and terminating on June 30, 2027. If the Lessee complies with all rules, regulations, terms, and covenants of this lease, the parties can mutually agree to renew for another term, subject to any additional terms and conditions. Each party will notify the other of their intention not to renew the lease no later than 90 days prior to the end of the lease term date. If the parties do not agree to renew this Lease Agreement, the parties will follow the provisions of termination contained in this Lease Agreement.
- 3. Rent.** For the term of this lease agreement, Lessee shall pay to HCBoard an annual rental fee of \$1800.00.

Payments shall be made payable to Houston County Treasurer and shall be sent to 304 South Marshall Street, Caledonia, MN 55921, or such other place or electronically as HCBoard may designate. The rental rate specified herein shall be subject to reexamination and readjustment as provided below.

All rental payments shall be received prior to the lease commencement date for which they are due. No statements are sent by the HCBoard. Rental payments not received on the due date specified above are subject to a late fee of 10% of the monthly rental payment. If the Lessee makes a payment that is less than the total amount due under this Lease Agreement, or if the HCBoard accepts such a lesser payment, it will not be considered a full payment. Instead, it will be treated as a partial payment and will be applied to the Lessee's account based on the HCBoard's standard accounting procedures.

- 4. Proof of Ownership.** On or before the commencement date of this lease, Lessee shall provide the HCBoard with a copy of the federal registration certificate establishing Lessee's ownership of an airplane. Prior to placing any aircraft in a T-Hangar unit, Lessee shall provide HCBoard in writing the following information, also known as the "Checklist for Lessee."

- a. Aircraft Type
- b. Serial Number
- c. Registration Number (N-number)
- d. Present Condition of Aircraft (Airworthy or Not Airworthy)
- e. Present Market Value of Aircraft
- f. Insurance Certificate(s)
- g. Contact Information

5. Other Fees. Nothing herein shall limit the HCBoard's right to impose, and the Lessee's obligation to pay, any and all other fees which the HCBoard may establish from time-to-time for Airport services and privileges.

6. Hangar Use. Hangar shall be used for an aeronautical purpose such as:

- a. Storage of active, airworthy aircraft;
- b. Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
- c. Non-commercial construction of amateur-built or kit-built aircraft;
- d. Storage of aircraft handling equipment, (e.g. tow bar, glider tow equipment, work benches, tools and materials used to service aircraft); and
- e. Storage of materials related to an aeronautical activity (e.g. balloon and skydiving equipment, office equipment, teaching tools).

Provided the hangar is used primarily for an aeronautical purpose, Lessee may store nonaeronautical items in the hangar provided they do not:

- a. Interfere, in any manner, with the entrance, storage, or removal of aircraft, with interference being solely defined by the HCBoard.
- b. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- c. Impede access to other aeronautical contents of the hangar; and
- d. Violate building codes or local ordinances.

Lessee shall not conduct non-aeronautical business activities out of the hangar nor store items in support of a non-aeronautical business.

At no time shall the Lessee store any flammable material (except for fuel in the aircraft) nor shall the Lessee store explosives or other dangerous or hazardous materials, in or around the hangar, without the HCBoard's prior written consent.

Lessee shall not hereafter make use of the premises in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually distinguish the airfield, or otherwise endanger the landing, taking off, or maneuvering of aircraft. HCBoard reserves the right to enter upon the premises hereby and abate any such hazard at the expense of Lessee.

7. Prohibited Hangar Uses.

- a. Used as a residence.
- b. Operation of any business whatsoever without the expressed written consent of the HCBoard.
- c. Activities which impede the movement of aircraft in and out of the hangar.
- d. Storage of household items that could be stored in a commercial storage facility.
- e. Long-term storage of derelict aircraft and parts. Long-term being solely defined by the HCBoard.
- f. Hazardous items not authorized within this Agreement.
- g. Other non-aeronautical uses unless so authorized by the Airport Manager in compliance with FAA Policy.
- h. Any other use not expressly authorized by this Lease Agreement.

8. Nonexclusive Rights. Lessee shall have the nonexclusive right, in common with others so authorized:

- a. To use the common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
- b. To use the common areas of the hangar area in such a way as to not block any aircraft access to the hangar area or to their T Hangar.
- c. To use the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the HCBoard to charge fees for the use of such areas.

- d. To use all access ways to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the HCBoard, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.
- 9. Airplane Required.** On the commencement date of this Lease, the Lessee shall maintain an airplane on the premises. This means the aircraft shall be based at Houston County Airport as defined by the Federal Aviation Administration (FAA). T-hangar units will be leased to any individual currently owning an operational aircraft, or to an individual actively seeking an operational aircraft. If a T-hangar is leased to an individual actively seeking an operational aircraft, Lessee must obtain and occupy T-hangar with operational aircraft and provide Airport Manager with information contained on "Checklist for Lessee" within three (3) months of execution of lease agreement. If Lessee does not obtain an operational aircraft and provide "Checklist for Lessee" information, HCBoard will notify Lessee of termination of the Lease Agreement. If the original aircraft shown on the Agreement is sold or removed with the intent of being replaced and if this replacement is not done within 90 calendar days, the HCBoard may terminate the Agreement. If documentation is provided that this timeframe cannot be met, this period may be extended at the sole discretion of HCBoard. The HCBoard may request proof of aircraft ownership or usage rights from the Lessee during the term of this Lease. Lessee must notify HCBoard of any change of aircraft related to this lease agreement.
- 10. Operational Aircraft.** T-hangar units shall be used only for the storage of active and operational aircraft. Active and operational aircraft shall be defined to mean all aircraft currently licensed, airworthy, and flyable, which are flown to and from the Houston County Airport periodically during the year and have a current FAA airworthy certificate. T-Hangar units may be used for building an aircraft but not without the expressed written consent from the Airport Manager. For Lessees building an aircraft, a plan to get the aircraft airworthy will be required, along with regular plan updates as required by the Airport Manager.
- 11. Alterations.** The Lessee shall not make any alterations or improvements to the hangar without the written consent of the HCBoard and then only in strict compliance with any such written consent, which may include, but is not limited to, the request for specific design, engineering, or architectural plans. Additionally, the HCBoard may require Lessee to enter into additional agreements for the construction of any alterations or improvements. At the termination of the leasehold such improvements or alterations shall become the property of the HCBoard unless otherwise agreed upon in writing
- 12. Damage to Premises.** Lessee shall not cause or permit any waste, damage or injury to the premises. The Lessee shall be responsible for any damage to the premises done by the Lessee, its agents, employees, guests or invitees. Lessee hereby agrees that it shall immediately repair the damage to the premises or shall immediately reimburse the HCBoard for same.
- 13. Locks.** No private locks of any type will be allowed on individual pedestrian doors. If private locks are installed, they will be removed at the discretion of the HCBoard. The HCBoard will provide two keys for the hangar door. Lessee agrees not to duplicate the key. Additional keys will be provided at non-refundable \$5.00 per key and the key shall remain the property of the

HCBoard. HCBoard may require a security deposit on keys. All keys shall be returned to the HCBoard upon termination of this Agreement. The HCBoard shall have the right to change the locks, re-key, add additional locks, or security devices to the premises. The HCBoard shall provide Lessee will any locks necessary in the event the premises are re-keyed or additional locks are added.

- 14. Waste Oil and Garbage.** Waste oil shall be taken off airport property and disposed of only in an approved method and location. Disposing of any petroleum products on any portion of the Airport shall be cause for immediate termination of this Agreement at HCBoard's discretion. All other items detrimental to the environment shall be disposed of properly. Garbage shall be taken off airport and disposed of. The Lessee of each T-hangar unit shall be responsible for the proper disposal of all materials generated from or within that unit. The cost of cleaning up any materials improperly disposed of on airport properties shall be charged to the Lessee of the unit which generated or was the source of the material.
- 15. Cleanliness of Hangar.** Lessee shall be responsible for the cleanliness of the T-hangar unit. Lessee covenants and agrees that it shall not use the leased premises nor permit the use of the leased premises in any manner that will constitute waste, and that it shall not cause or permit any unlawful conduct, unreasonable annoyance, damage, or nuisance to exist or arise in the course of, or as a result of, its use of the leased premises, nor permit any activity or omission that constitutes or results in the same. When, in the opinion of the HCBoard, a safety hazard or nuisance is found to exist within a T-hangar unit, Lessee will be provided with notice providing for a two (2) week cleanup limit. If the cleanup is not completed within the designated time, the HCBoard will perform all cleanup, which, in its discretion, it deems necessary, and the cost of which shall be charged to the Lessee.
- 16. Electric Radiant Type Pre-Heaters.** Electric engine pre-heaters will not be allowed in any T-hangar unit without obtaining a separate permit from the HCBoard authorizing its use. The cost of the permit is indicated on the permit application and shall authorize the use of the heaters from the 1st of November to the 31st of March in each winter season. Lessee agrees that the electric pre-heaters will only be used for a limited amount of time immediately prior to flight. In no case shall light bulbs be used as a radiant-type engine pre-heater. Fuel-fired, UL listed hot-air type heaters are permitted at no additional charge so long as the lessee is present at all times while the heater is in operation.
- 17. Operating Aircraft Inside Hangar.** The Lessee agrees that no aircraft engine shall be operated inside the T-Hangar.
- 18. Hangar Doors.** Lessee agrees the T-Hangar doors shall be closed and the lights turned off when the T-Hangar is unattended. If the hangar is equipped with electric doors, Lessee must remain at the door during operation. Any damage due to leaving the door unattended during operation will be the sole responsibility of Lessee.
- 19. Aircraft Fueling.** Aircraft fueling inside the hangar is not allowed.

- 20. Signs.** No signs or advertising matter may be erected on the leased premises without the prior written consent of the HCBoard.
- 21. Laws.** Lessee agrees to comply with any and all applicable federal, state, and local laws, regulations, and orders, and any amendments thereto. HCBoard will reasonably inform Lessee of changes to County/Airport regulatory requirements.
- 22. Rules and Regulations.** The HCBoard has the right to create and adopt Rules and Regulations that may be amended from time to time. The Lessee agrees to observe and obey all current and future laws, ordinances, rules and regulations, promulgated and enforced by the HCBoard and by other proper HCBoard having jurisdiction over the conduct of operations at the airport, provided the same are consistent with the procedures prescribed or approved from time-to-time by the Federal Aviation Administration and others for landing and taking off of Lessee's aircraft. Lessee shall observe, obey, and require all of its officers, employees, agents, and invitees to obey and observe the same. Lessee agrees to indemnify and hold the HCBoard harmless for any loss or claim against the HCBoard from the failure of Lessee to comply hereunder.

Lessee warrants that Lessee will hold all certificates, permits, licenses, or other entitlements required by federal, state, or local laws in order to enable it to conduct its operations and services hereunder (including fueling and fuel storage), and that the same are and will be kept current, valid, and complete. Lessee further warrants that it shall at all times abide by and conform with all terms of the same and that it will give immediate notice to the HCBoard of any additions, renewals, amendments, revocations, or suspensions.

- 23. Security.** Lessee shall at all times comply with airport security requirements and agrees to indemnify and hold harmless the HCBoard from any violations of said requirements committed by the Lessee, its agents, representatives, assigns, guests, invites, or people admitted to Leased Premises by the Lessee. Any violation of this paragraph is considered a material breach of this Hangar Agreement authorizing the termination thereof at the election of the Airport Manager. By accepting this Lease Agreement.
- a. Lessee acknowledges HCBoard's responsibility to maintain the integrity of the airfield and agrees to comply with all Airport rules and regulations, security procedures and Federal Aviation rules, regulations and guidelines pertaining to the security and safety of the Leased Premises and adjacent area and the airfield operations area, including the ingress and egress thereto.
 - b. Should the Transportation Security Administration determine that security has been breached due to the negligence of Lessee and fine the Airport, Lessee agrees to reimburse Airport for the amount of the fine.
- 24. Commercial Operations.** Lessee shall be prohibited, either directly or indirectly, from conducting or promoting any commercial activities within the Leased Premises or in the T-hangar area, unless otherwise licensed or authorized by the Airport Manager and/or HCBoard

to do so in compliance with Airport Rules & Regulations and Minimum Standards. For the purpose of this Agreement, commercial activity shall mean the provision of a product or service, whether payment occurs in the form of cash or credit, or barter, including, but not limited to, maintenance or inspection of aircraft not authorized herein, flight training, and sale of aircraft parts or supplies.

- 25. Exterior Building Maintenance.** The HCBoard shall perform routine repairs and maintenance on the exterior and roof of, and the grounds adjacent to, the leased premises. Lessee shall promptly report to the HCBoard any such need for maintenance that Lessee observes.
- 26. Airport Maintenance.** HCBoard reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard in the HCBoard's sole discretion.
- 27. Airport Development.** The HCBoard reserves the right to further develop and improve the airport as HCBoard sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee.
- 28. Snow Removal.** The cost for customary maintenance routinely performed by the County, related to areas affecting the value or use of leased properties are included in the annual lease costs charged for the property, and includes snow removal, grounds maintenance and maintenance of apron areas. Snow removal is performed by County employees on a priority basis. The County of Houston reserves the right to perform snow removal functions in whatever manner it deems necessary. In any case, snow removal in front of buildings is the tenant's responsibility. The County is not required to perform any snow removal function on leased property but may plow snow on or adjacent to leased properties to expedite other snow removal operations at the airport.
- 29. Private Vehicle Parking.** Lessee's private vehicle shall be allowed to be placed in a T-hangar when the aircraft is removed for a trip. Parking on the sides of the T-hangar is permitted so as to not impede the ability of aircraft to taxi in the T-hangar area or past the building.
- 30. Right of Entry.** HCBoard reserves the right for itself or agents to go on, into, and have access at all times during the existence of this lease, to said premises for the purpose of, including, but not limited to, inspection and showing of the building. HCBoard may conduct inspections of all T-hangar units to ensure cleanliness, inspect for hazardous substances and/or materials, make any repairs, complete any work, verify heater/electric usage and ensure compliance.
- 31. Indemnification.** The HCBoard shall not be liable to the Lessee, and Lessee agrees to indemnify, hold harmless and defend HCBoard, and its employees, officials, and agents from and against, any and all claims, damages, losses and expenses, including reasonable attorney fees, caused by the acts or omissions of the Lessee, its family, guests, invitees, employees, agents, representatives or servants, relating to or arising out of Lessee's use and enjoyment of the Airport or the rights and privileges granted by this Lease, provided the Lessee shall not be

liable for any loss caused by the negligent, intentional, or willful misconduct of HCBoard. The HCBoard shall not be liable for any loss or damage not caused by negligent acts or omissions of the HCBoard, which Lessee may sustain from the following acts, including, but not limited to:

- a. Theft or burglary in or about the premises;
- b. Delay or interruption in any utility service from any cause whatsoever;
- c. Fire, water, rain, frost, snow, gas, odors or fumes from any source whatsoever;
- d. Any injury to any person or damage to any property; or
- e. Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair.

This agreement to indemnify and hold harmless does not constitute a waiver of limitations on liability provided by Minnesota Statutes, Chapter 466.

- 32. Abandonment.** If the Lessee fails to use the hangar, for the purpose of storing aircraft owned by the Lessee, for a continuous period of six (6) months, without the express written consent of the Airport Manager, then the HCBoard may, in HCBoard's sole discretion, terminate this lease.
- 33. Liens and Encumbrances.** The Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest or other charge, including liens for work, labor or materials furnished, or alleged to have been furnished, on the leased premises.
- 34. Holdover.** In the event that the Lessee should hold over and remain in possession of the Hangar after the expiration of the term of this Agreement or termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Agreement. The resulting tenancy shall, unless otherwise mutually agreed, be on a month-to-month basis until such time as Lessee shall surrender the leased premises. During such month-to-month tenancy, Lessee shall pay rental payments to the HCBoard equal to those stated in this Lease Agreement and shall be bound by all of the provision of this Lease Agreement insofar as they may be pertinent.
- 35. Minimum Standards.** The HCBoard has implemented Airport Minimum Standards, and the HCBoard reserves the right to modify the standards from time to time as it deems necessary to accomplish its purposes. Lessee shall at all times comply with the current Minimum Standards of the Airport and will require its agents, representatives, assigns, guests, employees, invites, or people admitted to Leased Premises by the Lessee to also comply with the standards. Any violation of this paragraph is considered a material breach of the Agreement authorizing the termination thereof at the election of the HCBoard.
- 36. Hull Insurance.** Lessee shall carry hull insurance on each aircraft stored on the leased premises. The limits of the insurance shall be in an amount equal to or greater than the current

value of the aircraft, instruments, and accessories. On or before the date of this lease, Lessee shall provide a Certificate of Insurance to the HCBoard indicating the required coverage and providing for a minimum of thirty (30) days notice to a change or cancellation of that coverage. If Lessee opts not to meet the insurance minimums outlined in this paragraph, Lessee must also sign Addendum A.

37. Liability Insurance. The Lessee shall maintain a policy of general liability or aircraft liability insurance with a premises liability extension with a company licensed to do business in Minnesota in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, for all damages arising out of bodily injury or property damage concerning the above described premises during the entire term of this lease naming HCBoard as an additional insured acknowledging that the Lessee's insurance will be primary and non-contributory. Lessee shall provide HCBoard with a certificate of said insurance or copy of insurance policy within 30 days of executing this Lease Agreement. HCBoard's review of any insurance certificate or policy does not constitute any representation or warranty that Lessee's insurance coverage is sufficient.

38. Default and Termination. If Lessee fails to make any of the above-mentioned payments as specified or fails to keep and perform any of the covenants and agreements herein contained, HCBoard may immediately and without notice terminate this lease and re-enter and repossess said premises, without prejudice, to its claims for earned cash rent. In all other cases, Lessee may terminate lease at the end of the term of this Lease Agreement. Lessee shall provide notice to HCBoard 90 days prior to the end of the lease term, that Lessee would like to not renew the lease agreement for an additional term. Lessee shall leave the Leased Premises broom-clean and in orderly condition, reasonable wear and tear excepted, at the termination of this Agreement. Upon expiration or termination of this Agreement, Lessee's rights herein shall cease, and Lessee shall immediately surrender possession and occupancy of the Hangar to HCBoard.

a. **Default Defined:** Lessee shall be deemed in default upon

- i. Failure to pay rent or any other properly imposed fee within 30 days after due date.
- ii. The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.
- iii. The commencement of any proceeding for dissolution or for the appointment of a receiver.
- iv. The making of an assignment for the benefit of creditors.
- v. Violation of any of the other terms or conditions of this lease after written notice to cease and/or correct such violation has been served upon the Lessee by the HCBoard, and after the Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the Notice by the Lessee). Mailing notice by U.S. Mail, Certified Mail return receipt,

shall constitute "service" of notice. In the case of a violation which cannot, with due diligence, be cured within a period established, the Lessee may apply to the HCBoard for an extension of time within which to cure said violation.

- b. **Effect of Default:** Default by the Lessee shall authorize the HCBoard, at its sole option, to declare this lease void, to cancel the same, and to re-enter and take possession of the premises.
- c. **Remedies:** Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.
- d. **Restoration of Property:** Upon termination of this lease, the Lessee shall remove all of its equipment and property and restore the leased premises to its original vacant condition, unless the HCBoard agrees, in writing, to accept all or any part of the property which the Lessee wishes to abandon.

39. Subletting. This lease shall not be sold, assigned, or in any manner transferred or encumbered by Lessee, nor shall the leased premises or any part thereof be sublet without the prior consent of HCBoard in writing. Lessee shall keep and use the T-hangar primarily for aircraft storage purposes and for no unlawful purpose whatsoever. A sublease will not be allowed without the express written consent from the Airport Manager. Any sublease will be full-time and have an aircraft based at Houston County Airport. Sublease rental rate shall be based of the actual number of days sublet and may not be greater than the prorated rental fee charged in this agreement.

40. Subordination Clause. This lease shall be subordinate to the provisions of any existing or future agreement between the HCBoard and the United States or the State of Minnesota relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Minnesota.

41. National Emergency. During time of War or other State or National emergency, the HCBoard shall have the right to suspend this Contract and to turn over operation and control of the Airport to the State of Minnesota and/or the United States Government. During any period when the airport shall be closed by any lawful HCBoard, thereby restricting the use of the airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate.

42. Nondiscrimination. The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.

- b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
- c. The Lessee shall use the Subject Property and Lessee’s Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

43. Dispute Resolution. Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, which cannot be settled through negotiation between the parties, the parties agree first to try in good faith to settle the dispute by mediation, with a mediator agreed to by the parties. If the dispute is not resolved within (30) days after the end of mediation proceedings, the parties may pursue any legal remedy.

44. Severability. This lease shall be construed under the laws of the State of Minnesota. Any covenant, condition, or provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so as such deletion does not materially prejudice HCBoard or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions and provisions of the lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

45. Notices and Contact Information. All notices and other communications pursuant to this Lease must be in writing or delivered by hand at the addresses set forth below. Lessee must contact HCBoard within ten (10) days if Lessee’s contact information changes. Lessee will be considered in default of this Agreement if HCBoard is unable to reach Lessee by phone or email in a timely fashion for any reason.

Notice to HCBoard: Houston County Airport
 C/O Houston County Auditor
 304 South Marshall Street
 Caledonia, MN 55921

Notice to Lessee:

Name: _____

Street Address, City, State, ZIP: _____

Email Address: _____

Phone Number: _____ Cell Landline

46. Nonwaiver. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept and observed by the other party shall be construed as, or operate

as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, or observed by the other party.

47. Entire Agreement. This Lease Agreement, including attachments hereto at the time of its execution, constitutes the entire agreement between the parties hereto, and all prior agreements covering the rights and privileges set out herein are superseded by and merged into this Lease Agreement.

48. Governing Law. This Lease Agreement shall be deemed to be made in and construed in accordance with the laws of the State of Minnesota. Any claim or controversy hereunder this Lease Agreement shall be venued in Houston County, Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this lease this ____ day of _____, 20____.

**HOUSTON COUNTY AIRPORT-
HOUSTON COUNTY BOARD
OF COMMISSIONERS**

LESSEE

By _____
Its Board Chair

Lessee Signature

ADDENDUM "A" TO THE HOUSTON COUNTY AIRPORT

T-HANGAR LEASE AGREEMENT

In lieu of carrying hull insurance required by paragraph 38 of the Airport T-hangar Lease Agreement and as an additional requirement for the lease of T-hangar space, Lessee covenants and agrees that Lessee will not hold the County of Houston or any of its agents, employees, or Airport Commission members responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts, or surplus that may be located or stored in the T-hangars, aprons, field, or any other location at the airport; and Lessee agrees that the planes and the contents are to be stored, whether on the field or in the hangars, at Lessee's risk.

**HOUSTON COUNTY AIRPORT-
HOUSTON COUNTY BOARD
OF COMMISSIONERS**

LESSEE

By _____

Its Board Chair

Lessee

CHECKLIST FOR LESSEE

1. Aircraft Type: _____
2. Serial Number: _____
3. Registration Number: _____
4. Present Condition of Aircraft (airworthy, under construction, etc.): _____
5. Present Market Value: _____
6. Copy of Insurance Certificate with Additional Insured listed
7. Copy of Airworthiness Certificate (Proof of Ownership)
8. Engine Pre-Heater Permit: _____ Number of Engines x \$50.00 = _____
9. Confirmed Contact Information is accurate in the lease

Lease payments are to be received prior to the commencement date for which they are due. No statements are sent by the County. **Payments are to be made payable to the Houston County Treasurer.**

If an electric engine pre-heater is used (November 1st through March 31st), it must be indicated on the form and a check for \$50.00 per engine for seasonal use shall be enclosed.

If you do not wish to renew your lease, written notification of intent not to renew must be provided.

Procurement Policy for Federal Grants

Purpose

The purpose of this policy is to establish standards for the procurement of supplies and other expendable property, equipment, real property and other services as required by Federal regulations. Federal Law imposes particular requirements on the use of federal funds, whether these funds are received directly from a Federal Agency or through a “pass-through entity”. Reference will be made to the County Purchasing policy requirements within this Policy as procedures for purchases need to conform to both. The intent of this policy is to provide a guideline that is to be followed. It is the responsibility of employees procuring Federal awards to follow procurement procedures applicable to state and local law and regulations, provided that the procurements conform to Federal law and standards as provided in the Uniform Grant Guidance (2 CFR § 200). As failure to comply with these regulations can result in loss of federal funding these requirements **must be** adhered to. (Refer to <http://www.ecfr.gov> Title 2, Subtitle A, Chapter II, Part 200, Subpart D to ensure each type of procurement is following Federal Policies and Procedures)

Conflicts of Interest (2 CFR § 200.318)

No county elected official, employee, or agent shall participate in the selection, award, or administration of a contract or transaction if a real or apparent conflict of interest would be involved. Such a conflict would arise when the elected official, employee, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from the vendor selected for an award. The officials, employees, and agents of the County shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub agreements except for where the financial interest is not substantial or the gift is an unsolicited item of nominal value. Members of the County board of commissioners shall comply with all relevant fiduciary duties, including those governing conflicts of interest, when they vote upon matters related to procurement contracts in which they have a direct or indirect financial or personal interest. Noncompliance with these requirements may result in disciplinary action, including termination of employment. *Refer to the Houston County's Employee Code of Conduct Policies & Conflict of Interest Policy (Section E-8) in the Houston County Policy and Procedure Manual for additional guidance.*

General Requirements (2 CFR § 200.318)

The following requirements are applicable to all procurement transactions, regardless of size.

1. Procurement transactions shall be conducted in a lawful and ethical manner.
2. Ensure contractors are performing in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Contracts should only be awarded to responsible contractors who have the ability to perform successfully under the terms and conditions of the procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources
3. The recipient or subrecipient 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.

4. Unnecessary/duplicative purchases are to be avoided.
5. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase.
6. Where appropriate, an analysis is to be made of lease and purchase alternatives to determine which would be the most economical and practical procurement.
7. Enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement of common or shared goods and services
8. Use of Federal excess and surplus property is encouraged in lieu of purchasing new equipment and property whenever feasible to reduce project costs,
9. Use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
10. The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract.
11. Records must be maintained that sufficiently detail the history of the procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection of rejections, and the basis for the contract price.
12. Time and material type contracts may be used only after a determination is made that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Since the formula generates an open-ended contract price, a time- and materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Such a contract requires a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective costs controls. Time and material type contract means a contract whose cost to the entity is the sum of:
 - a. The actual cost of materials.
 - b. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
13. The County is responsible for the settlement of all contractual and administrative issues arising out of procurements, which include, but are not limited to; source evaluations, protests, disputes and claims. These standards do not relieve the entity of any contractual responsibilities under their contracts. The federal awarding agency will not substitute its judgement for that of the entity unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

Competition (2 CFR § 200.319)

Procurement transactions shall be conducted in a manner to provide, to the maximum extent,

practical, open and free competition and must be consistent with the standards as outlined in § 200.319. Written records are to be kept on file that sufficiently detail the history of the procurement, including small purchases.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposal must be excluded from competing for such procurements. Some other examples of situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business,
2. Requiring unnecessary experience and excessive bonding,
3. Noncompetitive pricing practices between firms or between affiliated companies,
4. Noncompetitive awards to consultants that are on retainer contracts,
5. Organizational conflicts of interest,
6. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
7. Any arbitrary action in the procurement process.

The County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preference in the evaluation of bids or proposals except in cases where applicable Federal statutes expressly mandate or encourage geographic preference, or state licensing law. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Solicitations for goods or services need to include the following:

1. A clear and accurate description of technical requirements for the material, product or service and must not contain features which unduly restrict completion,
2. State the qualitative nature of the material, product or service to be procured,
3. Set forth the minimum essential characteristics and standards it must conform to in order to satisfy the intended use,
4. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, "Brand name or Equivalent" descriptions may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand to be met by offers must be clearly stated, and
5. Identify all requirements and all factors to be used in evaluating bids.

Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the County, price, quality and other factors considered. Any or all bids or offers may be rejected when it is in the County's best interest to do so.

A list of persons, firms or products which are used in acquiring goods and services must be kept current and include enough qualified sources to ensure maximum open and free competition and must not preclude potential bidders from qualifying during the solicitation period.

Methods of Procurement (2 CFR § 200.320)

Micro-Purchases

The acquisition of supplies or services when the aggregate dollar amount does not exceed \$15,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). These purchases are typically standardized goods or services available from many resources. Such purchases do not require competitive bidding or detailed documentation. However, pricing should be obtained from more than one supplier and this research is to be documented in the file. Whenever practical, micro purchases should be distributed equitably among qualified suppliers. *County Purchasing Policy limit is \$10,000.*

Small Purchases

Purchases larger than \$10,000 but less than the Simplified Acquisition Threshold (Currently \$350,000) require additional research and documentation, Price or rate quotations shall be obtained from an adequate number of qualified sources to ensure the selection process is competitive. *Refer to the County Purchasing Policy for purchases exceeding \$2,500 for further requirements. Minnesota Statute requires contracts estimated to have a value over \$175,000 to be made by sealed bids; the County Policy sets this limit at \$50,000. Minnesota law requires counties to consider the Cooperative Purchasing Venture (CPV) for purchase contracts expected to exceed \$25,000. See Statute 471.345*

Sealed Bids (formal advertising)

Bids are publicly solicited and a firm-fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest price. The sealed bid method is the preferred method for procuring construction contracts.

Sealed bidding is appropriate in the following circumstances:

1. A complete, adequate, and realistic specification or purchase description is available;
2. Two or more responsible bidders are willing and able to compete effectively for the business; and
3. The procurement lends itself to a fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

1. The invitation for bids shall be publicly advertised;
2. Bids must be solicited from an adequate number of known suppliers, providing them sufficient time to respond;
3. The invitation for bids must fully describe the items or services sought, so that the bidder may properly respond;
4. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
5. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
6. Any or all bids may be rejected if there is a sound, documented reason.

Review County Policy and State of MN Bid requirements per MN Statute § 471.345.

Competitive proposals

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids or small purchase procedures. If this method is used, the following requirements apply:

1. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
2. Proposals will be solicited from an adequate number of qualified sources.
3. The County shall evaluate responses to its solicitations and select awardees in accordance with the requirements outlined in the above section entitled Competition along with the General requirements listed below.
4. Awards will be made to the responsible firm whose proposal is most advantageous to the program with price and other factors considered; and
5. The County may use the competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. A procurement process where price is not to be used as a stated selection factor can only be used in procurement of A/E professional services. It cannot be used to purchase other types of although A/E firms are a potential source to perform the proposed effort.

Noncompetitive Proposals

Procurement by noncompetitive proposals is procurement through solicitations of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is only available from a single source;
2. The public exigency or emergency need for the item or service that will not permit a delay resulting from competitive solicitation;
3. The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
4. After solicitation of a number of sources, competition is determined inadequate.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Firms (CFR § 200.321)

The County shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are used when possible. Affirmative steps include:

1. Placing these business types on solicitation lists;
2. Assuring these business types are solicited whenever they deemed eligible as potential sources;
3. Dividing procurement transactions into separate procurements to permit maximum

participation by these business types;

4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring a contractor under a Federal award to apply this section to subcontracts.

Domestic Preference for Procurements (2 CFR § 200.322)

1. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
2. For purposes of this section:
 - (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
3. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

Procurement of Recovered Materials (2 CFR § 200.323)

1. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962.. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
2. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

Cost and Price Analysis (2 CFR § 200.324)

Every procurement in excess of the Simplified Acquisitions Threshold, including contract modifications, must have a cost or price analysis performed. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Price analysis may be done by “comparison shopping” prices for standard goods or by having a number of vendors submit written bids in response to a detailed request for proposal. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability. The form and degree of analysis is dependent on the particular procurement situation. The entity must make independent estimates before receiving bids or proposals. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Federal Awarding Agency or Pass-through Entity Review (2 CFR § 200.325)

The County will make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements according to the requirements as outlined in § 200.325.

Bonding Requirements (2 CFR § 200.326)

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
- (2) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
- (3) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

Record Retention Requirements (2 CFR § 200.334)

The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. Federal agencies or pass-through entities may not impose any other record retention requirements except for the following:

- (a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period.
- (b) When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
- (c) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.
- (d) The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency.
- (e) The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income earned after the period of performance in the terms and conditions of the Federal award.
- (f) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below:
 - (1) If submitted for negotiation. When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission.
 - (2) If not submitted for negotiation. When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Appendix II to Part 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$350,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a

contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323 Procurement of recovered materials.

(K) See [§ 200.216](#) Prohibition on certain telecommunications and video surveillance equipment of services..

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2)

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

(L) See [§ 200.322](#) Domestic Preferences for Procurement

APPENDIX A

HIGHWAY DEPARTMENT

Airport Improvement Program (AIP) Grant Management and Administration

I. Overview and Policy

Caledonia-Houston County Airport is a full partner with the Federal Aviation Administration in the AIP (Airport Improvement Program)

Through the AIP, the Federal Aviation Administration (FAA) provides grants for the planning and development of public-use airports that have been identified as important to the NAS (National Airspace System) in the National Plan of Integrated Airport Systems (NPIAS). Once an airport is included in the NPIAS, the airport sponsor must develop and implement an airport master plan, including an Airport Layout Plan (ALP). The airport sponsor shows existing and future airport development on the ALP, which must be approved by FAA. Only development shown on the ALP is eligible for AIP funds.

The FAA will issue AIP grants for only those development and planning projects that are included in the FAA- approved Capital Improvement Project (CIP) form. FAA uses airport sponsor's CIP to compile the national Airports Capital Improvement Plan (ACIP). The ACIP serves as the FAA's primary planning tool for systematically identifying, prioritizing and assigning AIP funds to critical airport development and the NAS. Houston County Airport's AIP planning process supports the FAA in its goals of enhancing the safety, security and efficiency of the nation's air system, while emphasizing the maintenance and enhancing Houston County Airport's infrastructure, capacity and operational efficiency.

II. Definitions

1) Airports Capital Improvement Plan (ACIP): An internal, five-year FAA document that serves as the primary planning tool for identifying and prioritizing critical airport development and associated capital needs for the National Airspace System. CIP (Capital Improvement Plan) is an individual airport's capital improvement plan, which identifies capital projects projected to be needed for the succeeding six years, including the priority, costs, and expected funding sources for each project.

2) Airport Improvement Program (AIP): The Airport Improvement Program provides grants to public agencies for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS). Eligible projects for AIP funding include improvements related to airport safety, capacity, security and environmental concerns. In general, airport sponsors can use AIP funds on most airfield capital improvements or repairs to improve the airport in the areas of safety, capacity and noise compatibility. The Airport Improvement Program was established by Congress in the Airport and Airway Improvement Act of 1982 (Public Law 97-248). The Airport Improvement Program is subject to renewal along with FAA reauthorization legislation which comes up periodically.

Caledonia-Houston County Airport
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- 3) Allowable Project Costs: Direct or indirect cost in accordance with the Office of Management and Budget Guidance for Federal Financial Assistance, (2 CFR § 200) Title 2, Subtitle A, Chapter II, Part 200, Subpart D, paid or incurred under a planning project, an airport development project, or a noise program implementation project which is necessary for the accomplishment of the project in conformity with approved plans and specifications, is reasonable in amount, is supported by satisfactory evidence, and was incurred after the date of the grant agreement. (A more detailed definition can be found in the AIP Handbook, Chapter 3 Sections 10-15.
- 4) Houston County Engineer: Person at Caledonia-Houston County Airport responsible for the development of the Airport's Capital Improvement Program and providing oversight of the Airport's AIP and other grant programs. The Houston County Engineer assures that the CIP and AIP plans are aligned to ensure that the Houston County Airport sponsor share is available at the time AIP grants are received. This person is also responsible for all duties to administer the Airport Improvement Program for the Airport, and to manage the administration of all other grants and grant sources.
- 5) Encumbrance: A contingent liability, contract, purchase order, including change orders, that is chargeable to an account. It ceases to be an encumbrance when paid out or when the actual liability amount is determined and recorded as an expense.
- 6) Grant Assurances: Commitments by the Airport in exchange for grant funds.
- 7) Letter of Intent (LOI): A written agreement between the FAA and the Airport for specific airport development and associated AIP funding, usually over a term of years. These agreements are subject to the availability of federal funds.
- 8) National Airspace System: The common network of U.S. airspace: air navigation facilities, equipment and services, airports or landing areas, aeronautical charts, information and services, rules, regulations and procedures, technical information, personnel and material.
- 9) National Plan of Integrated Airport Systems (NPIAS): An inventory of U.S. aviation infrastructure assets which is developed and maintained by the Federal Aviation Administration. The purposes of NPIAS are to identify U.S. airports considered significant components of the U.S. aviation infrastructure network, to qualify the current state of development and technology of each airport, and to estimate the funding to bring each airport up to current standards of design, technology and capacity.
- 10) Non-Allowable Project Costs: Costs not eligible for inclusion in an AIP grant are defined in the AIP Handbook, Chapter 3 Sections 11part 3-59 Unallowable Coast Table Appendix C

Caledonia-Houston County Airport
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11) Reimbursement Request: A request by the Airport to the FAA to reimburse it for allowable project costs that have been paid by the Airport that are supported by appropriate documentation including outlay reports, invoices, schedules of values, and expenditure reports.

12) Schedule of Values (Abstract): A detailed statement furnished by the Houston County Engineer outlining the portions of the contract sum, either by lump sum or quantity, or a combination thereof. A schedule of values is used to break out the total contract amount into its components, line by line. The Schedule of Values is put into the bid documents for the contractor to bid.

III. AIP Planning

The AIP planning process is undertaken annually in conjunction with the Capital Improvement Program planning process. Potential projects are identified by Caledonia-Houston County Airport in cooperation with the FAA. Long-term projections and needs analyses play a pivotal role in determining the priorities for funding.

1) On an annual basis, the **Houston County Engineer** oversees development of its CIP Plan and its AIP Plan. Airport needs and projects designed to meet those needs over the foreseeable future are requested from Airport operating staff. The **Houston County Engineer** summarizes those projects on a six-year CIP plan for the review and approval of **Houston County Board of Commissioners**.

2) The Houston County Engineer meets with the **FAA District Office** to review the CIP to determine the eligibility of proposed projects for FAA funding. A five-year AIP plan is then developed for the Caledonia-Houston County Airport for submission to and approval of the FAA.

IV. AIP Acquisitions: Application, Project Approval and Grant Offer

AIP Grant applications are submitted annually for those projects identified in the approved CIP. The **Houston County Engineer** is responsible for preparing all grant applications and meeting all FAA submission deadlines.

1) The **Houston County Engineer** submits annual grant applications in accordance with the approved Airport Improvement Program (AIP) and Capital Improvement Plan (CIP).

2) The **Houston County Airport Consultant** will work with the **Houston County Engineer** to develop the scope of work upon which the FAA grant application is based.

- 3) The Program Narrative is prepared by the **Houston County Engineer** and is based on the design by the **Houston County Airport Consultant**.
- 4) The **Houston County Airport Consultant** will complete all required application forms, insure all required assurances and supporting documentation are attached, and obtain all required signatures. The **Houston County Engineer** will then review all application documents, at which time the **Houston County Engineer** will submit the grant application to the FAA.
- 5) The **Houston County Engineer** will provide the FAA with any clarifications or assistance as requested during the FAA's review of the grant application.

V. Project Approval and Grant Offer

The **Houston County Highway Accountant** is responsible for supervising the acceptance of the FAA's grant offer. (The FAA designates and structures the offer as a "Grant Agreement" document to be accepted by Houston County Board of Commissioners).

- 1) The **Houston County Highway Accountant** shall initiate acceptance of the Grant Offer by submitting a board agenda request to the Houston County Auditor's office.
- 2) The **Houston County Highway Accountant** coordinates with the **Houston County Auditor's Office** in securing all necessary signatures.
- 3) Once the Grant Agreement is executed, the **Houston County Highway Accountant** will assure that copies of the accepted Grant Agreement will be disseminated to the Houston County **Finance Director, Houston County Engineer and the Houston County Auditor's office**.

VI. AIP Grant Management

A. Contract Development, Bid and Award

- 1) **The Houston County Highway Department** is responsible for managing the solicitation of bids or requests for proposal (RFP) on the project.
- 2) The **Houston County Airport Consultant along with the Houston County Engineer** will develop technical specifications and submit to the **FAA** for approval through a Sponsor Certification for Project Plans and Specifications form.
- 3) **Houston County Highway Engineer** initiates the bid letting process.

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- 4) **Houston County Airport Consultant** obtains goals from a goals committee established by the **Disadvantaged Small Business Office (DSBO)**.
- 5) **Houston County Highway Accountant** advertises for bids or proposals.
- 6) **Houston County Highway Engineer and Accountant** receive and evaluate bids; including reviewing bidders against a debarred bidder database and assuring bidders are not engaged in legal actions against the County.
- 7) **DSBO** reviews lowest bid and obtains a letter of intent from lowest responsible bidder.
- 8) **Houston County Airport Consultant** evaluates the bids or proposals, requests from the Designer of Record a bid evaluation and recommendation and recommends award to **Houston County Engineer**.
- 9) **Houston County Engineer** reviews and approves recommended award.
- 10) **Houston County Engineer** develops Concurrence in Award Request to **FAA**.
- 11) **FAA** provides Concurrence in Award Authority to Issue Notice to Proceed response letter.
- 12) **Houston County Engineer** requests the Houston County Board of Commissioner to award the contract to the selected bidder. Houston County Auditor's Office sends notice to the selected bidder, and a contract is issued and signed.
- 13) Contract is sent to **Houston County Attorney** for signature.

B. Encumbrance Establishment

- 1) **Houston County Engineer** establishes schedules of value for the AIP eligible work and any non-FAA work included in the construction contract.
- 2) **Houston County Highway Accountant and Houston County Finance Director** set up separate budget sources for both the AIP grant amount and Houston County Airport sponsor share as well as for any non-FAA work.
- 3) Funds are encumbered to each budget source by **Houston County Highway Accountant and Houston County Finance Director** in accordance with their normal procedures.

C. Grant Administration/Requests for Reimbursement

- 1) The **Houston County Highway Accountant** will track all active AIP Grants to ensure grant reimbursement requests are submitted to the FAA and reimbursed on a timely basis. Grant reimbursement requests shall include outlay reports, invoices, and schedules of value and expenditures reports. Disbursements shall be made in accordance with procedures outlined in the Highway Disbursements Narrative.
- 2) **Houston County Engineer** will review all contractor invoices to determine allowable costs and identify the appropriate budget sources to be charged on each invoice.
- 3) The **Houston County Engineer and the Houston County Highway Accountant** will work closely together to track the AIP project progress, the status of grant reimbursement requests, identify any new conditions that may require a grant amendment, and identify any obstacles to timely completion and closeout.
- 4) **Houston County Airport Consultant in coordination with the Houston County Highway Accountant** prepares “Outlay Report & Request for Reimbursement” and assembles all required documentation.
- 5) **Houston County Highway Accountant** will review the request for reimbursement to ensure appropriate documentation and expenditure ratios are met.
- 6) **Houston County Highway Accountant** assures appropriate signatures are affixed to reimbursement request form and reimbursement request cover sheet. The **Houston County Engineer** reviews the reimbursement request for accuracy and approves.
- 7) **Houston County Highway Accountant** transmits request for reimbursement to FAA.
- 8) **Houston County Highway Accountant** maintains copies and records of requests for reimbursement.

VII. AIP Project Closeout

A. Construction Project Closeout

Houston County Engineer is responsible for contract completion, which must occur before the grant can be closed out.

- 1) **Houston County Engineer** completes the substantial completion form which starts the warranty period on the project.
- 2) **Houston County Engineer** creates a punch list and closes out all items, including test results.
- 3) **Houston County Engineer** will supply an As-Built, Revised or Updated ALP to the **FAA Airports Office**. (The Project is added to the ALP, not necessarily immediately at project’s end.) 4) **Houston County Engineer** schedules a final inspection with the **FAA Airports Office**, and provides the FAA with the test results to review before the inspection.

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- 5) **Houston County Engineer** completes all required close-out documentation.
- 6) **Houston County Highway Accountant** prepares final payment voucher, obtains Certificate of Final Acceptance from the contractor along with the Consent of Surety from the **Contractor**, and signed Mn IC-134 forms.
- 7) **Houston County Highway Accountant** prepares a County Board agenda request, sends it along with the information on Final Acceptance and the Final payment voucher to the Houston County Auditor's Office and Finance Office.
- 8) **Houston County Engineer** requests the Houston County Board of Commissioner to issue Certificate Final Completion and to sign all Final paperwork along with making final contractor payment.

B. AIP Grant Closeout

Houston County Engineer oversees grant closeout processes for all AIP Grants. Problems or issues in this stage should be brought to the Houston County Engineer's attention for assistance in resolution.

- 1) **Houston County Highway Accountant** is responsible for preparation of FAA-required final reports.
- 2) **Houston County Highway Accountant** is responsible for reconciling the financial information in the draft final report with Houston County Airport's official accounting records.
- 3) **Houston County Engineer** prepares a final draft report in accordance with FAA requirements. The FAA has different requirements for construction grants, planning grants, and equipment acquisition grants. **Houston County Engineer** submits the draft to the FAA for review and resolution of any issues prior to completion of the final report.
- 4) **Houston County Engineer** reviews and signs the Final closeout report.
- 5) **Houston County Highway Engineer** is responsible for submission of the Final closeout report to the District FAA office. Submission and approval of the final report to the FAA is the basis upon which a final request for reimbursement can be paid.

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- 6) **Houston County Highway Accountant** prepares the final credit application and obtains appropriate signatures. The Houston County Highway Accountant has the Houston County Engineer review it for accuracy and then the Houston County Highway Accountant submits it to the FAA.
- 7) **FAA** makes final reimbursement, upon approval of the final project report. The final settlement also involves recovering overpayments.
- 8) The **FAA** will notify the Houston County Engineer that the grant is closed.

**HOUSTON COUNTY HIGHWAY DEPARTMENT
BRIDGE MAINTENANCE QUOTES
April 21, 2026 AT 10:00 A.M.**

CP 2026-07 ABSTRACT									
LINE NO.	ITEMS	DESCRIPTION	Engineer's Estimate				ICON		
			UNITS	UNIT PRICE	QTY	AMOUNT	UNIT PRICE	QTY	AMOUNT
Bridge 28505 - CSAH 4									
1		Sand blast, prime, & paint the end 5' of all the beams including the bearings	LF	\$ 210.00	40	\$ 8,400.00	\$ 250.00	40	\$ 10,000.00
2		TRAFFIC CONTROL	LS	\$ 3,000.00	1	\$ 3,000.00	\$ 5,000.00	1	\$ 5,000.00
						Subtotal:	\$ 11,400.00	Subtotal:	\$ 15,000.00
Bridge 28520 - CSAH 7									
1		Sand Blast, Prime & Paint the Pile Shells	Sq Ft	\$ 25.00	402	\$ 10,050.00	\$ 35.00	402	\$ 14,070.00
2		TRAFFIC CONTROL	LS	\$ 3,000.00	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
						Subtotal:	\$ 13,050.00	Subtotal:	\$ 17,070.00
Bridge 28544 - CSAH 26									
1		Clean & Replace Hot Pour Joints	LF	\$ 55.00	190	\$ 10,450.00	\$ 60.00	190	\$ 11,400.00
3		Traffic Control	LS	\$ 3,000.00	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
						Subtotal:	\$ 13,450.00	Subtotal:	\$ 14,400.00
Bridge 28511 - CSAH 26									
1		Sand blast, Prime, & Paint the Pile Shells	Sq Ft	\$ 25.00	461	\$ 11,525.00	\$ 35.00	461	\$ 16,135.00
2		TRAFFIC CONTROL	LS	\$ 3,000.00	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
						Subtotal:	\$ 14,525.00	Subtotal:	\$ 19,135.00
						HOUSTON COUNTY TOTAL:	\$ 52,425.00		\$ 65,605.00

Brian Pogodzinski - Houston County Engineer

HOUSTON COUNTY HIGHWAY DEPARTMENT

1124 East Washington Street Caledonia, MN 55921
 Phone (507) 725-3925

#1
 NORTH OF
 HOUSTON

QUOTATION REQUEST FOR

Various Bridge Maintenance Repairs

Date: March 23, 2026

To: <u>ICON Constructors, LLC</u>
<u>13498 County 28</u>
<u>Mabel, MN 55945</u>

THIS IS NOT AN ORDER

PLEASE NOTE CAREFULLY

QUOTE price, delivery, and terms on the items listed below. This inquiry implies no obligation on the part of the buyer. Unless otherwise specified, there is no restriction on the number of items that may be ordered. Do no quote on articles you cannot supply. If substitutes are offered, make full explanation. You will be notified of the award.

All prices F.O.B.: _____ To be returned by: 10:00 AM April 21, 2026

MARK ENVELOPE: Quotation on 2026 Bridge Maintenance Quote #1 By: ICON CONSTRUCTORS, LLC
 "Insert Your Name"

Item No.	Location: On CSAH 4, Bridge No. 28505 0.1 Miles S of JCT CSAH 15			
	Scope of work: Sand blast, prime & paint the end 5' of all of the beams at the abutments. Include the bearings.			
Estimated Quantities				
	ITEM	EST. QUANTITY	UNIT	UNIT PRICE TOTAL
1	Sand blast, prime & paint end 5' of beams, including the bearings	40	Lin Ft	250 ⁰⁰ /L ⁰⁰ = 10,000.00
2	Traffic Control	1	Lump Sum	5,000.00
				Subtotal Br. 28505
				\$ 15,000.00

Construction Notes

- 1) Primer and paint shall be on MnDOT's approved/qualified product list
- 2) Paint color shall match AMS-STD-595A No. 10075 Reddish Brown.
- 3) Apply primer and paint as recommended by manufacturer
- 4) Final payment will be for actual quantity

HOUSTON COUNTY HIGHWAY DEPARTMENT

1124 East Washington Street Caledonia, MN 55921
Phone (507) 725-3925

#2
Houston

QUOTATION REQUEST CONT. Various Bridge Maintenance Repairs Date: March 23, 2026

To: ICON Constructors, LLC
13498 County 28
Mabel, MN 55945

THIS IS NOT AN ORDER

PLEASE NOTE CAREFULLY

QUOTE price, delivery, and terms on the items listed below. This inquiry implies no obligation on the part of the buyer. Unless otherwise specified, there is no restriction on the number of items that may be ordered. Do no quote on articles you cannot supply. If substitutes are offered, make full explanation. You will be notified of the award.

All prices F.O.B.: _____ To be returned by: 10:00 AM April 21, 2026

MARK ENVELOPE: Quotation on 2026 Bridge Maintenance Quote #1 By: ICON CONSTRUCTORS, LLC
 "Insert Your Name"

Item No.				
	Location: On CSAH 7, Bridge No. 28520, 0.1 Miles East of JCT TH 44			
	Scope of work: Sand Blast, Prime & Paint bottom the Pile Shells			
	Estimated Quantities			
	ITEM	EST. QUANTITY	UNIT	UNIT PRICE
	TOTAL			
1	Sand Blast, prime & paint the Pile Shells	402	Sq. Ft.	$35^{00}/LF = 14,070.00$
2	Traffic Control	1	Lump Sum	3,000.00
				Subtotal Br. 28520
				\$ 17,070.00

Construction Notes

- 1) Primer & Paint shall be on MnDOT's approved/qualified products list.
- 2) Paint color shall match AMS-STD-595A No. 26008 Charcoal Gray
- 3) Final payments will be for actual quantities
- 4) Apply primer, & paint as recommended by manufacturer

#4
MONEY CREEK

HOUSTON COUNTY HIGHWAY DEPARTMENT

1124 East Washington Street Caledonia, MN 55921
Phone (507) 725-3925

QUOTATION REQUEST CONT. Various Bridge

Maintenance Repairs Date: March 23, 2026

To: ICON Constructors, LLC
13498 County 28
Mabel, MN 55945

THIS IS NOT AN ORDER

PLEASE NOTE CAREFULLY

QUOTE price, delivery, and terms on the items listed below. This inquiry implies no obligation on the part of the buyer. Unless otherwise specified, there is no restriction on the number of items that may be ordered. Do no quote on articles you cannot supply. If substitutes are offered, make full explanation. You will be notified of the award.

All prices F.O.B.: _____ To be returned by: 10:00 AM April 21, 2026

MARK ENVELOPE: Quotation on 2026 Bridge Maintenance Quote #1 By: ICON CONSTRUCTORS, LLC
 "Insert Your Name"

Item No.					
	Location: On CSAH 26, Bridge No. 28511, 0.2 Miles West of JCT TH 76				
	Scope of work: Sand blast, Prime & Paint the Pile Shells.				
	Estimated Quantities				
	ITEM	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Sand blast, Prime & paint the Pile Shells	461	Sq. Ft.	<u>35.00/sf =</u>	<u>16,135.00</u>
2	Traffic Control	1	Lump Sum		<u>3,000.00</u>
Subtotal Br. 28511					\$ <u>19,135.00</u>

Construction Notes.

- 1) Primer & Paint shall be on MnDOT's approved/qualified products list.
- 2) Paint color shall match AMS-STD-595A No. 26008 Charcoal Gray
- 3) Final payments will be for actual quantities
- 4) Apply primer, & paint as recommended by manufacturer

HOUSTON COUNTY HIGHWAY DEPARTMENT

1124 East Washington Street Caledonia, MN 55921
Phone (507) 725-3925

QUOTATION REQUEST CONT. Various Bridge Maintenance Repairs Date: March 23, 2026

Remarks: _____

Date Returned: 4/21 2026

Bidder: ICON CONSTRUCTORS, LLC

Address: 13498 COUNTY 28

Above quotation subject to withdrawal on or after

MABEL, MN 55954

5/22 2026

By: BEJ THORSON

Signature: 

Title: PRESIDENT

All work shall be completed by September 15, 2026. All work shall be performed in accordance with the 2025 MnDOT Standard Specifications for Construction.

Houston County will base the award on the low bid for the Grand Total of the project items. Houston County reserves the right to reject individual structure quotes based on the interests of the County.

All Quotes must be received by mail or sent to quotes@co.houston.mn.us prior to 10:00 AM April 21, 2026.

JOINT POWERS AGREEMENT
FOR New construction of Warrior Avenue from 220 feet North of the
JCT with Courtney Dr to JCT with Trunk Highway 76
BETWEEN HOUSTON COUNTY
AND THE CITY OF CALEDONIA
SAP 028-594-001

THIS AGREEMENT is made and entered into this 3rd day of May, 2026, (the "Effective Date") by and between the County of Houston, a political subdivision of the State of Minnesota, (the "County"), and the City of Caledonia, (the "City").

WHEREAS, the Parties agree it is in the best interest of the traveling public to improve Warrior Avenue between the north entrance to the High School and Trunk Highway 76. (the "Project").

WHEREAS, the City of Caledonia has prepared final design plans for the new street, municipal utility, and drainage improvements along a new street alignment between the 220 feet north of Jct with Courtney Drive to Jct with Trunk Highway 76 in accordance with Houston County and the Minnesota Department of Transportation standards to a staff approved layout condition; and,

WHEREAS, the Project has been awarded State General Obligation bond funds that will flow through MnDOT's Local Road Improvement Program (LRIP) and is identified in MnDOT records as State Aid Project 028-594-001.

WHEREAS, the anticipated amount of the grant from State funds as secured by the City is \$1,500,000 (the "Grant").

WHEREAS, Minn. Stat. § 471.59 authorizes the County and the City to enter into an agreement for the joint exercise of powers and the sharing of resources.

WHEREAS, the County and the City agree that cooperating in the construction of the Project is in the best interest of the public, and therefore enter into this Agreement to identify the responsibilities and obligations of each of the Parties in this cooperative effort.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and subject to the provisions of Minn. Stat. § 471.59, the Parties agree as follows:

1. Purpose. The Parties enter into this Agreement for the purpose of jointly constructing and funding the Project in the manner provided for herein.
2. Term. Notwithstanding the date of the signatures of the Parties, the term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to this Agreement, shall terminate on the date that the Project has been completed, the Grant funds have been disbursed to the County, and all other obligations of this Agreement have been fulfilled.
3. Duties of the City and County.

3.1. The City will let a contract and construct the Project. During the Project, the City shall provide all necessary construction engineering, construction surveying, and construction observation for the Project. The Project will include, at a minimum, the following improvements:

- a. Paved roadway
- b. Underground utilities
- c. Sidewalk
- d. Providing traffic control during construction.

3.2 The City shall be responsible for acquiring all right-of-way and other land use rights necessary for the Project and shall be responsible for obtaining all necessary permits and other approvals necessary for the construction of or otherwise associated with the Project, including but not limited to all environmental permits such as the SWPPP, TEP approval(s) and NPDES permit.

3.3 The City will be responsible for administering the Project. Contract administrative services shall include, without limitation, the advertising and acceptance of bids, generating partial and final payments and Project close-out. The City will also provide all necessary construction engineering, construction surveying, and construction observation for the Project and will prepare and sign all work orders, change orders, and supplemental agreements relating to the Project. All costs of contract administration and construction oversight relating to the Project, shall be the sole responsibility of the City.

3.4 The estimated construction cost of the Project is \$2,026,208. The City shall be responsible for all costs associated with the Project. The City will advance a portion of the costs of the Project in an amount not to exceed the total anticipated amount of the Grant (\$1,500,000).

3.5 For purposes of paying the contractor during the Project, the City will process all payment requests from the contractor and will approve or deny the requests as appropriate, pursuant to the terms of the contract. If the City approves payment request, in whole or in part, the City shall provide payment to the Contractor, up to the maximum Grant amount of \$1,500,000. If the City approves payment request, in whole or in part, the City shall forward such approved request to the County for submittal to State Aid for reimbursement, up to the maximum Grant amount of \$1,500,000.

3.6 The City will own the improvements relating to the Project, and shall be solely responsible for the ongoing maintenance of the Project.

4. General Provisions.

4.1 This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the Parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both Parties and (ii) references this Agreement. The terms and conditions of the exhibits are integral parts of this Agreement and are fully incorporated herein by this reference.

4.2 The Parties agree to cooperate in the use of resources, including available right-of-way

to complete the Project as a whole, to the extent feasible and to the extent permitted by law. The Parties further agree to cooperate in the administration of the contract and completion of the Project, including cooperating in resolving any disputes the Parties may have with the contractor(s) both during the Project and following completion of the Project.

4.3 This Agreement may be terminated by either Party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other Party. If notice is delivered by mail, it shall be deemed to be received two days after mailing. Such termination shall not be effective with respect to any solicitation of bids or any purchases of services or goods, which occurred prior to such notice of termination. The City shall pay its pro rata share of costs which the County incurred prior to such notice of termination.

4.4 Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by certified mail to the other Party as follows:

To the County: Brian Pogodzinski, County Engineer, or successor
1124 E Washington St
Caledonia, MN 55921
Phone: (507) 725-3925

To the City: Jake Dickson, City Clerk/Administrator, or designee
231 E Main St
Caledonia, MN 55921
Phone: (507) 725-3450

4.5 This Agreement shall be governed by the laws of the State of Minnesota. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Houston.

4.6 The Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each Party shall allow the other Party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.

4.7 All data created, collected, received, stored, used, maintained, or disseminated for any purpose in connection with this Agreement is governed by the Minnesota Data Practices Act, as well as other State and Federal rules and regulations relating to data privacy.

4.8 Neither Party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other Party.

4.9 Each Party will be solely responsible for its own acts and omissions and the results thereof, to the extent authorized by law. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either Party under this Agreement. Minnesota Statutes Chapter 466 and other applicable laws govern the Parties' liability.

4.10 In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

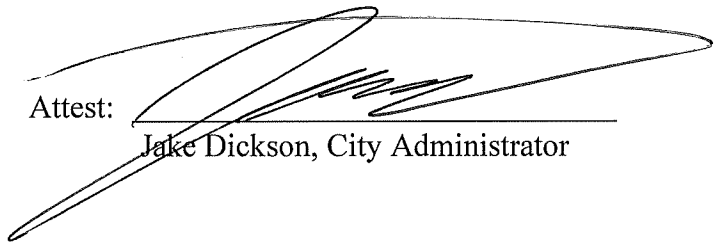
County of Houston

City of Caledonia

By: _____
Greg Myre, Board Chair

By: 
Jeremy Leis, Mayor

Attest: _____
Brent Parker, County Coordinator

Attest: 
Jake Dickson, City Administrator