

## **PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS**

Date: February 7, 2023

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns, Bob Schuldt, and Greg Myhre

Others Present:

IT Director Andrew Milde, Reporter Charlene Selbee, Finance Director Carol Lapham, Public Health and Human Services Director John Pugleasa, Board Clerk/EDA Director Allison Wagner, Engineer Brian Pogodzinski, Human Resources Director Theresa Arrick-Kruger, Public Health Supervisor Jordan Knoke, Public Health Educator Brianna Ceaser, Deputy Auditor/Treasurer Nikki Konkell, Sheriff Brian Swedberg, Attorney Samuel Jandt, Social Services Supervisor Bethany Moen, and City of Caledonia Clerk/Administrator Jake Dickson

Presiding: Chairperson Severson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Johnson, seconded by Commissioner Burns, motion carried unanimously to approve the January 24, 2023 meeting minutes.

Motion was made by Commissioner Burns, seconded by Commissioner Myhre, motion carried unanimously to approve the January 24, 2023 workgroup session minutes.

Public Comment: No public comments were made.

### **APPOINTMENTS**

Wagner presented the 2022 Economic Development Authority (EDA) annual report. She thanked the board for their continued partnership with Community and Economic Development Associates (CEDA) for EDA services. Wagner said the Houston County EDA welcomed 2022 by finishing pandemic relief related projects and returning to pre-pandemic projects. She noted that the EDA had disbursed a total of \$1,554,761 in grant funds to eligible businesses during the pandemic and said businesses were thankful to the Commissioners for allocating pandemic relief

funding to the grant programs. Wagner said continued initiatives in 2022 included helping farmers and the expansion of the Bluff Country Collaborative program, which had grown into a strong partnership with area schools including all Houston County School Districts, many area businesses, and several organizational partners. New 2022 projects included opening Keep Company Co-Working Space the County's only co-working space, working on the expansion of the Root River Bike/Pedestrian Trail, working with the Houston Area Preservation Initiative (HAPI) to preserve historic property for use as community arts, culture, history, and educational areas, and creating a core team to address childcare needs throughout the County. The Houston County EDA was involved with authoring seven grants that were awarded in Houston County in 2022. Wagner said these accomplishments in addition to the day-to-day work of connecting with businesses and providing assistance to entrepreneurs had set Houston County up to become a recognized leader in rural development. She thanked the Commissioners for their support and participation in 2022, and said she was looking forward to 2023.

#### CONSENT AGENDA

Motion by Commissioner Burns, seconded by Commissioner Johnson, motion unanimously carried to approve the consent agenda. Items approved are listed below.

- 1) Change the status of Child Protection Social Worker, Kyli Gobrecht, from probationary to regular, effective 2/8/23.
- 2) Accept the resignation of Barbara Schmitz, Dept. of Corrections, Technical Clerk I effective the end of the business day 02/10/2023.
- 3) Consider approving guardianship contract – Virgie Rud.

#### ACTION ITEMS

File No. 1 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve a Houston County Hauler License Renewal for Generation X Construction for 2023.

File No. 2 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to schedule a public hearing to consider a moratorium on the sale of edible cannabinoid products and/or hemp derived tetrahydrocannabinols (THC) food and beverages within the County of Houston. The hearing was set for February 28<sup>th</sup> 2023 at 6:00 p.m. in the Houston County Commissioner Room in the Historic Courthouse.

File No. 3 – Commissioner Burns moved, Commissioner Myhre seconded, motion unanimously carried to approve request to advertise for proposals for the Houston County Historic Courthouse roof replacement.

File No. 4 – Commissioner Johnson moved, Commissioner Myhre seconded, motion carried four to one to approve Merchants Bank credit cards due to the bank change. Commissioner Burns abstained due to not having a County credit card.

File No. 5 – Commissioner Myhre moved, Commissioner Burns seconded, motion unanimously carried to approve request from Engineer Pogodzinski to attend the AASHTO Annual Meeting in Indianapolis, Indiana from November 12-16, 2023 instead of the previously approved AASHTO Resource Technical Exchange in Fort Worth, Texas. The conference, hotel, and transportation would be paid for by MnDot State Aid.

## DISCUSSION ITEMS

Commissioners discussed a letter Chairperson Severson had received from Miken. The letter stated that the facility located at 131 Bissen Street in Caledonia would continue to operate at the location with some employees, but there would be a mass layoff of around 44 employees. Wagner said that the State's rapid response team would hopefully be coming to Caledonia soon to work on helping workers who would be displaced by the layoff. She also announced that the EDA would be holding their annual Career/Hiring Fair at the La Crescent Area even center on March 8<sup>th</sup>, 2023 from 9 a.m. to 3 p.m. The fair was open to the general public as well as students. Businesses would be hiring at the event for full, part time, and seasonal workers. The event had been shared with Miken.

Commissioners discussed recent meetings they had attended including an Extension meeting, WINLAC public hearing, collaborative meeting with schools, jail meeting, and a Hiawatha Valley planning meeting.

The Commissioners discussed a possible future Eagle Scout project at Botcher Park.

The Commissioners briefly discussed jail options including the potential possibility of sharing a dispatch system with Fillmore County. Sheriff Swedberg said this could be looked into in the future, but there would be some obstacles such as using different systems and the way current dispatchers in Houston County also worked in the jail.

There being no further business at 10:10 a.m., a motion was made by Commissioner Johnson, seconded by Commissioner Myhre, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on February 14<sup>th</sup>, 2023.

## BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Dewey Severson, Chairperson

Attest: \_\_\_\_\_  
Donna Trehus, Auditor/Treasurer

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
February 14, 2023**

**Date Submitted: February 9, 2023**  
**By: Tess Kruger, HRD/Facilities Mgr.**

**ACTION**

- NONE

**APPOINTMENT REQUEST**

- Meeting with CDG staff, Johona Harris and Tamara Wylie, regarding the on-going space utilization study - 10:00 AM.

**HR CONSENT AGENDA REQUEST**

**Assessor's Office**

- Change Lee Langager's banding/Step from B-21 Step 4 to B-22 Step 4 effective 02/15/2023

**Department of Corrections**

- Change Nancy Welsh's from 0.7 FTE to 0.8 FTE, effective immediately While we work with DOC supervisor to determine appropriate FTE

**Sheriff's Office**

- Change Ben Novaks assignment from Lead Jailer/Dispatcher (Sgt.) to 0.55 Jailer Dispatcher effective 02/26/2023. (This is a voluntary demotion and there are no plans in the foreseeable future to replace the Lead (Sgt.) position.)

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

## Request to be added to agenda 2/14/23

Janice Messner <messnerjanice@gmail.com>

Wed 2/1/2023 3:52 PM

To: Houston County BOC <BOC@co.houston.mn.us>;

 2 attachments (445 KB)

Houston County 1W1P Resolution to Submit, Adopt and Implement(1).docx; WinLaC FINAL JPA 1-31-2023-1.pdf;

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

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Dave Walter would like to be added to the agenda for February 14, 2023. He will present the attached two items for approval.

I am sending the Houston County 1W1P Resolution as a Word Document so it can be added to county letterhead if you prefer.

Thank you,

Janice

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*Janice Messner*

Root River SWCD

Administrative Assistant

(507) 724-5261 ext. 3

## **Resolution No. 23-07**

### **Resolution to Submit, Adopt and Implement the WinLaC Comprehensive Watershed Management Plan**

**Whereas**, Houston County entered into a planning Memorandum of Agreement to develop the Mississippi River-Winona/La Crescent (WinLaC) Comprehensive Watershed Management Plan (Plan); and

**Whereas**, Houston County has been an active participant on the WinLaC Policy Committee to oversee the development of the WinLaC Plan; and

**Whereas**, the WinLaC Policy Committee submitted the Plan for 60-day formal review on October 5<sup>th</sup>, 2022 and hosted a public hearing on January 26<sup>th</sup>, 2023; and

**Whereas**, all comments received during the 60-day review and public hearing have been addressed by the WinLaC Policy Committee; and

**Whereas**, the WinLaC Policy Committee recommended approval of the Plan to each of the participating boards and council at their January 26<sup>th</sup>, 2023 meeting; and

**Whereas**, Minnesota Statutes §103B.101, subd. 14 allows a local water management plan developed or amended, approved and adopted, according to chapter 103B to be replaced with a comprehensive watershed management plan but only to the geographic area of the Plan and consistent with the One Watershed, One Plan suggested boundary map; and

**Now; Therefore, Be it Resolved**, Houston County approves submission of the Plan to the Board of Water and Soil Resources (BWSR). Contingent on recommendation of Plan approval by the BWSR Southern Region Committee and subsequent BWSR approval (according to Minnesota Statutes §103B.801 and Board Resolutions #18-14 and #19-41), Houston County hereby adopts and will begin implementation of the approved Plan for the area of the county identified within the Plan. The approved Plan will replace the local water management plan for that geographic area of the county within the WinLaC for the duration of the state approved Plan.

**Be it Further Resolved** after the adoption of the Plan, the county shall amend existing water and related land resources plans and official controls as necessary to conform them to the Plan.

**Be it Further Resolved** after the adoption of the Plan or amendments to the plan, Houston County shall notify local units of government within the WinLaC. The local units of government are required to submit existing water and related land resources plans and official controls within 90 days to the county for review as per Minnesota Statutes, Section 103B.321.

**Be it Further Resolved** that within 180 days, the county shall review the submitted plans and official controls and identify any inconsistencies between the local plans and official controls and the Plan. Houston County shall specify applicable and necessary measures to bring the local plans and official controls into conformance with the Plan.

**Be it Further Resolved** if a local unit of government disagrees with any changes to its plan, the local unit has 60 days after receiving the county's recommendations to appeal the recommendations to BWSR.

**Be it Further Resolved** after receiving the recommendations of the county, or a resolution of an appeal, a local unit of government has 180 days to initiate revisions to its plan or official controls. The new or revised plans and official controls must be submitted to the county for review and recommendations.

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**CERTIFICATION**

**STATE OF MINNESOTA  
HOUSTON COUNTY**

I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by Houston County at a duly authorized meeting thereof held on the 14<sup>th</sup> Day of February, 2023.

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**(Name), Houston County Board Chair**



## **WINLAC (MISSISSIPPI RIVER WINONA LA CRESCENT) COMPREHENSIVE WATERSHED MANAGEMENT PLAN JOINT POWERS AGREEMENT**

This Joint Powers Agreement (the “Agreement”) is made and entered into by and between the following Parties effective on the date of the last signatory hereto (the “Effective Date”):

1. The Counties of Houston, Olmsted, Wabasha, and Winona, by and through their respective County Board of Commissioners (collectively the “Counties”); and
2. The Olmsted, Root River, Wabasha County, and Winona County Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors (collectively the “SWCDs”); and
3. The Stockton-Rollingstone-Minnesota City Watershed District (“SRMCWD”), by and through its respective Board of Managers; and
4. The City of Winona (the “City”), by and through their City Council;

(Collectively the above entities are referred to hereinafter as the “Parties”).

**WHEREAS**, the Counties are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

**WHEREAS**, the SWCDs are political subdivisions of the State of Minnesota, with statutory authority to provide technical assistance to landowners and carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

**WHEREAS**, the SRMCWD is a political subdivision of the State of Minnesota, with statutory authority to carry out conservation of the natural resources of the state by land use controls, flood control, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapters 103B, 103D and as otherwise provided by law; and

**WHEREAS**, the City is a municipal corporation of the State of Minnesota, with statutory authority to control, regulate and/or prevent stormwater pollution along with soil and sedimentation within its boundary, and to establish standards and specifications for conservation practices and planning activities that minimize stormwater pollution, soil erosion and sedimentation, pursuant to Minnesota Rules Chapter 7001 and 7090;



and with authority to carry out land use controls, pursuant to Minnesota Statutes Chapter 462 and as otherwise provided by law; and

**WHEREAS**, the Parties have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Mississippi River-Winona La Crescent Watershed (the “Watershed”) to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

**WHEREAS**, the Watershed planning area is depicted in Attachment A, which is incorporated herein by reference; and

**WHEREAS**, the Parties have jointly and cooperatively drafted a comprehensive watershed management plan for the Watershed (the “Mississippi River/La Crescent (WinLaC) Comprehensive Watershed Management Plan” or the “Plan”); and

**WHEREAS**, with respect to matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D, this Agreement does not change the rights or obligations of the Parties; and

**WHEREAS**, pursuant to Minn. Stat. Section 103B.101, Subd. 14, the Minnesota Board of Water and Soil Resources (“BWSR”) “may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved and adopted, according to chapter 103B, 103C, or 103D to serve as substitutes for one another or be replaced with a comprehensive watershed management plan.”; and

**WHEREAS**, pursuant to Minn. Stat. Section 103B.801, Subd. 6, it is understood by the Parties that the Plan does not supersede, replace, or supplant local land use planning, comprehensive planning, zoning, or other local authority or locally-adopted official controls. The Plan provides a framework for the Parties to cooperatively work together to implement activities identified in the Plan for addressing issues.

**WHEREAS**, the Parties have each adopted this Agreement for the specific goal of implementing the Plan pursuant to Minn. Stat. § 103B.801.

**NOW, THEREFORE**, the Parties agree as follows:

- 1 Name.** The Parties, by this Agreement, establish the Mississippi River/La Crescent (WinLaC) Policy Committee (the “Policy Committee”).
- 2 Purposes and Scope**
  - a. The Parties recognize the importance of partnerships to implement protection and restoration efforts in the Watershed on a cooperative and collaborative basis together under this Agreement pursuant to the legal authority contained in Minn. Stat. Section 471.59. The purpose of this Agreement is to collectively implement, as local government units, the WinLaC Comprehensive Watershed Management Plan while

providing assurances that decision-making spanning political boundaries is supported by in-writing commitments from participants.

b. This Agreement does not establish a Joint Powers Entity but sets the terms and provisions by which the Parties “may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised.” Minnesota Statutes § 471.59. This Agreement does not include a financial obligation, but rather an ability to share resources.

c. As is permitted under the joint exercise of power statute, Minn. Stat. Section 471.59, the Parties agree that under this Agreement, and as agreed upon and recommended by the Policy Committee, one or more of the Parties may exercise any power common to them on behalf of the participating Parties, for the above purposes and to provide services, such as providing day-to-day administrative duties and acting as fiscal agent for the Plan.

3. **Term:** This Agreement shall commence on the Effective Date, in consideration of BWSR operating procedures; and will remain in effect until canceled according to the provisions of this Agreement or earlier terminated by law.
4. **Adding Additional Parties:** A qualifying local unit of government located within the Watershed desiring to become a Party to this Agreement shall indicate its intent by adoption of a governing board resolution that includes a request to the Policy Committee to join the WinLaC Comprehensive Watershed Management Plan. The Party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
5. **Withdrawal of Parties:** A Party desiring to leave the membership of this Agreement shall indicate its intent, in writing, to the Policy Committee in the form of an official board resolution adopted by its governing body. Notice must be made at least 30 days in advance of leaving the Agreement. Any Party that leaves the membership of the Agreement remains obligated to comply with the terms of any grants the Plan has at the time of the Party’s notice to leave membership and is obligated until the grant has expired or has been closed out.
6. **General Provisions:**
  - a. **Compliance with Laws/Standards:** The Parties agree to abide by all Federal, State, or local laws; statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement, or to the facilities, programs, and staff for which the Agreement is responsible.
  - b. **Indemnification:** Each Party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other Party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws limiting liability of the Parties shall apply. To the full extent permitted by law, actions by the Parties, their

respective officers, employees, and agents, pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity”. It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a), and does not create any liability or exposure of one Party for the acts or omissions of any other Party. Under no circumstances shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party. As set forth in Minnesota Statutes § 471.59, subd. 1a(b), only one tort liability cap limit will apply to the cooperative activity collectively. There shall be no stacking of tort cap limits. Nothing in this Agreement shall be construed to waive any immunities or limitations to which a Party is entitled under Minnesota Statutes Chapter 466 or otherwise.

- c. **Employee Status:** The Parties agree that the respective employees or agents of each Party shall remain the employees or agents of each individual respective Party, and each Party shall be responsible for the supervision and all costs and expenses for employment of their respective employees, including but not limited to salary, benefits, liability, damage to equipment, and workers’ compensation.
- d. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity’s adopted records retention schedules pursuant to Minn. Stat. Section § 138.17. The Parties further agree that records prepared or maintained in furtherance of this Agreement shall be subject to the Minnesota Government Data Practices Act. The records retention shall follow the then appointed Fiscal Agent’s schedule. In the event the Fiscal Agent changes during the term of this Agreement, all records pertaining to this Agreement in the possession or control of the outgoing Fiscal Agent shall be provided to the newly appointed Fiscal Agent within 30 days of the date the newly appointed Fiscal Agent undertakes such duties and responsibilities. At the time this Agreement expires, all records will be turned over to the then appointed Fiscal Agent for continued retention in accordance with applicable law.
- e. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- f. **Amendment:** The Parties may modify this Agreement upon approval by a majority vote of all of the Parties to the Agreement. Any amendment to this Agreement shall be in writing, adopted by each Party in the same manner as the original Agreement.
- g. **Termination:** This Agreement will remain in full force and effect until canceled by all Parties, unless otherwise terminated in accordance with other provisions of this Agreement. The Parties acknowledge their respective and applicable obligations, if any, under Minn. Stat. Section 471.59, Subd. 5 after the purpose of the Agreement has been Terminated.

- h. **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement.
- i. **Governing Law.** The laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.
- j. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
- k. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- l. **Entire Agreement.** These terms and conditions constitute the entire agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- m. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- n. **Force Majeure.** The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, public health pandemic, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event any Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the Party affected by force majeure shall give written notice with explanation to the other Parties immediately.
- o. **Recitals.** The recitals hereto are made a part hereof.

## **7. Administration:**

- a. **Establishment of Committees for Implementation of the Plan:** Committees will be established to carry out the coordinated implementation of the Plan. The Parties agree to establish, under this Agreement, a Policy Committee, a Local Implementation Work Group and a Technical Advisory Committee.
- b. **Policy Committee:** The Parties agree to establish a Policy Committee for the purpose of

implementing the Plan. The Policy Committee will operate cooperatively and collaboratively, but not as a separate entity.

- i. Each governing body of a Party agrees to appoint one representative, who must be an elected or appointed member of each governing body to the Policy Committee.
  - ii. Each governing body of a Party may choose to appoint one alternate to serve on the Policy Committee in the absence of the primary representative. The alternate must be an elected or appointed member of the governing body.
  - iii. Each appointed member of the Policy Committee will serve as a liaison to their respective governing body, and act on behalf of their governing body in all matters before the Policy Committee. Policy Committee members agree to keep their respective governing bodies regularly informed on the implementation of the Plan.
  - iv. Each representative serving on the Policy Committee shall have one vote, subject to the authority delegated by their respective governing body. The alternate representative may only vote in the absence of the primary representative.
  - v. The Policy Committee will establish bylaws to describe the functions and operations of all committee(s). Once established, the Policy Committee will follow the bylaws adopted, and have the power to modify the bylaws.
  - vi. The Policy Committee will meet as needed, but no less than bi-annually, to decide on the implementation of the Plan.
  - vii. Each member of the Policy Committee, subject to the authority delegated by their respective governing body, shall have the authority to act on behalf of the Party they represent in all matters relevant to the implementation of the Plan, including but not limited to, the recommendations to approve grant applications, grant agreements, interim reports, payment of invoices, and entering into professional contracts. The Policy Committee shall also approve an annual work plan and annual budget consisting of an itemized statement of the Plan, revenues and expenses for the ensuing years, and shall be presented to the respective governing bodies that are represented on the Policy Committee.
- c. **Local Implementation Work Group:** The Parties agree to establish a Local Implementation Work Group, which shall consist of, but is not limited to, local staff, including local county water planners, local watershed district staff, local SWCD staff, and local city staff, for the purposes of logistical, and day-to-day operations in the implementation of the Plan. The Local Implementation Work Group shall prepare a draft annual work plan and budget consisting of an itemized statement of the Plan revenues and expenses for the ensuing calendar year which shall be presented to the Policy Committee for review at a duly noticed public meeting. The Local Implementation Work Group will meet as needed and as determined by its members.
- d. **Technical Advisory Committee:** The Policy Committee may appoint technical representatives to a Technical Advisory Committee to provide support and make recommendations on implementation of the Plan to the Policy Committee. The Technical Advisory Committee may consist of the Local Implementation Work Group, contacts from the State's main water agencies, and/or Plan review

agencies, and area stakeholders. The Technical Advisory Committee will meet, as needed.

- 8. Implementation of the Plan:** The Parties agree to adopt and begin implementation of the Plan within 120 days of State approval of the Plan, and provide notice of Plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.
- 9. Fiscal Agent:** The Policy Committee shall select, annually, one of the Parties to this Agreement to be the Fiscal Agent for each source of funding received ("the Fiscal Agent"). The appointed Fiscal Agent shall perform the following functions on behalf of the Policy Committee:
  - a. Accept all fiscal responsibilities associated with any grant agreements executed by the Fiscal Agent for the implementation of the Plan;
  - b. Perform financial transactions, accounting and contract implementation for any executed grant agreements on behalf of the WinLaC Partnership;
  - c. Receive, manage, account, and deposit grant funds for the implementation of the Plan into a secure bank account;
  - d. Disburse grant funds and other funds to one or more Parties for implemented projects identified in the Work Plan;
  - e. Provide for strict accountability of all funds, report all receipts and disbursements, and annually provide a full and complete audit report of the grant funds and all other funds received;
  - f. Provide the Policy Committee with the records necessary to describe the financial condition of the grant agreement and all other funds received;
  - g. Include the grant information on the Fiscal Agent's website; and
  - h. Retain fiscal records consistent with the Fiscal Agent's records retention schedule as-required by law and as is ordinary custom and practice regarding the financial matters of local units of government.
- 10. Plan Administration:** The Policy Committee shall select, annually, one of the Parties to the Agreement to be the Day-to-Day Contact, being the point of contact for, and handling of the day-to-day administrative work, including but not limited to coordination of the Local Implementation Work Group on behalf of the Policy Committee. The selected Day-to-Day contact shall provide the following functions:
  - a. Accept all day-to-day responsibilities associated with the implementation of grants received for implementing the Plan, including being the primary contact for any grant agreements, and any reporting requirements associated with any grant agreements not otherwise stated;
  - b. Provide the Policy Committee with the records necessary to describe the implementation of the Plan;
  - c. Provide for proper public notice of all meetings of the Policy Committee;
  - d. Ensure that minutes of all Policy Committee meetings are recorded and made available in a timely manner to the Policy Committee, and maintain a file of all approved minutes including corrections and changes;
  - e. Retain records consistent with the Fiscal Agent's records retention schedule until termination of this Agreement (at that time, records will be turned over to the Fiscal Agent);
  - f. Perform any other duties to keep the Policy Committee, the Technical Advisory Committee,

and the Local Implementation Work Group informed about the implementation of the Plan.

- 11. Authorized Contact Persons:** The following persons will be the primary contacts for all matters concerning this Agreement (Said contacts shall have the authority to transmit instructions, receive instructions, and receive information for the purposes of this Agreement. Each Party reserves the right to substitute their authorized contact person at any time and shall notify the Fiscal Agent, Day-to-Day Contact and other Parties thereof):

Houston County  
Donna Trehus, or her assigns  
County Auditor/Treasurer  
304 South Marshall Street  
Caledonia, MN 55921  
Telephone: (507)725-5815

Root River SWCD  
David Walter, or his assigns  
District Administrator  
805 North Hwy 44/76, Suite 1  
Caledonia, MN 55921  
Telephone: (507)724-5261

Olmsted County  
Heidi Welsch, or her assigns  
County Administrator  
151 4<sup>th</sup> Street SE  
Rochester, MN 55904  
Telephone: (507)328-6001

Olmsted SWCD  
Skip Langer, or his assigns  
District Administrator  
2122 Campus Drive SE  
Rochester, MN 55904  
Telephone: (507)328-7070

Wabasha County  
Michael Plante, or his assigns  
County Administrator  
625 Jefferson Avenue  
Wabasha, MN 55981  
Telephone: (651)565-3051

Wabasha County SWCD  
Terri Peters, or her assigns  
District Administrator  
611 Broadway Ave, Suite 10  
Wabasha, MN 55981  
Telephone: (651)565-4673

Winona County  
Maureen Holte, or her assigns  
Interim County Administrator  
202 West Third Street  
Winona, MN 55987  
Telephone: (507)457-6355

Winona County SWCD  
Wanda Anderson, or her assigns  
District Administrator  
400 Wilson St N, PO Box 39  
Lewiston, MN 55952  
Telephone: (507)523-2171, Ext. 112

Stockton-Rollingstone-Minnesota City  
Watershed District  
Machelle Frisbie, or her assigns  
Watershed District Chair  
PO Box 44  
Rollingstone, MN 55969  
Telephone: (507)410-1114

City of Winona  
Chad Ubl, or his assigns  
City Manager  
207 Lafayette  
City Hall  
Winona, MN 55987  
Telephone: (507)457-8234

**12. Execution.** This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

*Remainder of page intentionally left blank.*



**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTY: HOUSTON COUNTY**

**APPROVED:**

**BY:** \_\_\_\_\_  
County Board Chair Date

**ATTEST:** \_\_\_\_\_  
County Administrator/Deputy Clerk of the County  
Board

**APPROVED AS TO FORM**

**BY:** \_\_\_\_\_  
County Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTY: ROOT RIVER SOIL AND WATER CONSERVATION DISTRICT**

**APPROVED:**

**BY:** \_\_\_\_\_  
Root River SWCD Board Chair                      Date

**ATTEST:** \_\_\_\_\_  
Root River SWCD Manager

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTY: OLMSTED COUNTY**

**APPROVED:**

**BY:** \_\_\_\_\_  
County Board Chair Date

**ATTEST:** \_\_\_\_\_  
County Administrator/Deputy Clerk of the County  
Board

**APPROVED AS TO FORM**

**BY:** \_\_\_\_\_  
County Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTY: OLMSTED SOIL AND WATER CONSERVATION DISTRICT**

**APPROVED:**

**BY:**

**Olmsted SWCD Board Chair**

Date \_\_\_\_\_

ATTEST:

**Olmsted SWCD Manager**

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTY: WABASHA COUNTY**

**APPROVED:**

**BY:** \_\_\_\_\_  
County Board Chair Date

**ATTEST:** \_\_\_\_\_  
County Administrator/Deputy Clerk of the County  
Board

**APPROVED AS TO FORM**

**BY:** \_\_\_\_\_  
County Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTY: WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**APPROVED:**

**BY:** \_\_\_\_\_  
Wabasha County SWCD Board Chair                      Date

**ATTEST:** \_\_\_\_\_  
Wabasha County SWCD Manager

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTY: WINONA COUNTY**

**APPROVED:**

**BY:** \_\_\_\_\_  
County Board Chair Date

**ATTEST:** \_\_\_\_\_  
County Administrator/Deputy Clerk of the County  
Board

**APPROVED AS TO FORM**

**BY:** \_\_\_\_\_  
County Attorney Date  
*Karin L. Sonneman*

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTY: WINONA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**APPROVED:**

**BY:** \_\_\_\_\_  
Winona County SWCD Board Chair                      Date

**ATTEST:** \_\_\_\_\_  
Winona County SWCD Manager



**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTY: STOCKTON-ROLLINGSTONE-MINNESOTA CITY WATERSHED DISTRICT**

**APPROVED:**

**BY:** \_\_\_\_\_  
SRMCWD Board Chair Date

**ATTEST:** \_\_\_\_\_  
SRMCWD Secretary

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

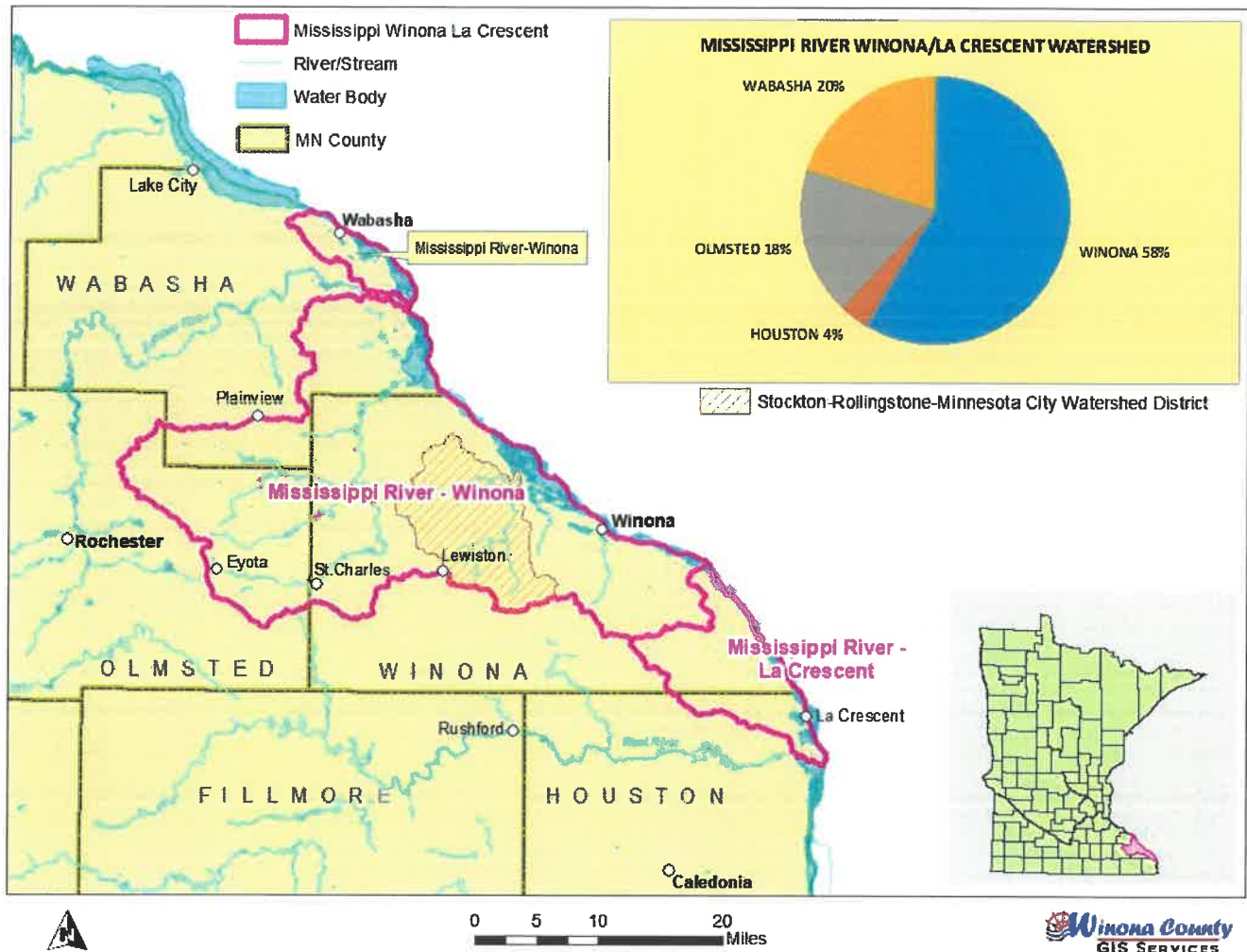
**PARTY: CITY OF WINONA**

**APPROVED:**

**BY:** \_\_\_\_\_  
Mayor Date

**ATTEST:** \_\_\_\_\_  
City Clerk

## Attachment A



# Houston County Agenda Request Form

Date Submitted: February 9, 2022 Board Date: Februray 14, 2023

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

The Highway Department receives quotes annually for various bridge maintenance work on county and township bridges. Surface finishing, rehabing deflection joints , sand blasting, priming and pile shell painting are all being recommended to be completed in 2023.

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

Quote abstract

**Justification:**

Completing the requested maintnenance work on select bridges helps extend the bridge life.

**Action Requested:**

Request approval of Icon Constructions, LLC quote for Bridges 28512, 28538, 28530, 28531, 28510 and 28515.

## For County Use Only

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

**Recommendation:**

**Decision:**

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

# Houston County

## Agenda Request Form

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

**Date Submitted:** February 8, 2023 for February 14, 2023

**Person requesting appointment with County Board:** Amelia Meiners

**Issue:**

Approve a Winona County-Houston County Professional Services Inter-County Agreement in which Houston County will provide select feedlot services to Winona County from March 1st to June 30th.

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

Professional Services Inter-County Agreement

**Justification:**

**Action Requested:**

Approve and sign contract as presented.

### For County Use Only

**Reviewed by:**

<u>          </u> County Auditor	<u>X</u>	<u>          </u> County Attorney	<u>          </u> Zoning Administrator
<u>          </u> Finance Director	<u>          </u>	<u>          </u> County Engineer	<u>          </u> Environmental Services
<u>          </u> IS Director	<u>X</u>	<u>          </u> Other (indicate dept)	<u>          </u> HR

**Recommendation:**

**Decision:**

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

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

## WINONA COUNTY – HOUSTON COUNTY

### Professional Services Inter-County Agreement

**THIS CONTRACT** is between the County of Houston, acting through its Board of Commissioners, (hereinafter, HOUSTON), and the County of Winona, acting through its Board of Commissioners, (hereinafter, WINONA).

**WHEREAS**, HOUSTON and WINONA, pursuant to Minnesota Statutes Chapter 375, are empowered to procure and supply temporary professional/technical services and are authorized to enter into this agreement pursuant to Minnesota Statutes, section 471.59; and

**WHEREAS**, WINONA COUNTY Planning and Environmental Services Department is in need of professional services to assist with its obligations and duties pursuant to feedlot emergency response services, as set forth in the Winona County Zoning Ordinance and Emergency Services, and State of Minnesota agency requirements; and

**WHEREAS**, HOUSTON represents it has employees that are duly qualified and willing to perform the services set forth in this agreement, (hereinafter, CONTRACT).

**NOW THEREFORE**, in consideration of the mutual undertakings and agreements herein set forth, WINONA and HOUSTON agree as follows:

- I. **TERM OF CONTRACT.** This CONTRACT shall be effective on March 1, 2023, or upon the date the final required signature is obtained by both parties, whichever occurs later, and shall remain in effect through June 30, 2023, unless canceled pursuant to the provisions set forth in Section V herein. This CONTRACT may be extended by written mutual agreement of the parties and signed by the respective parties' authorized representative.
- II. **WINONA AND HOUSTON DUTIES.**
  - A. HOUSTON will provide professional services of a qualified feedlot inspector to WINONA Planning and Environmental Services, upon request by WINONA's Planning and Environmental Services Director, to provide the following services:
    - i. Assist WINONA with responding to manure spills requiring county emergency intervention;
    - ii. At the request of WINONA's Planning and Environmental Services Director, respond to complaints and/or compliance issues that rise to the level of an imminent threat to public waters and/or public health, as determined by WINONA, including providing inspection services of associated feedlots; and
    - iii. At the request of WINONA's Planning and Environmental Services Director, process feedlot permit applications for WINONA and issue the required permits according to WINONA's permitting requirements.
  - B. HOUSTON agrees to perform the feedlot inspection duties required by this CONTRACT as a member of WINONA's emergency response team working in conjunction with the Minnesota Department of Natural Resources and the Minnesota Pollution Control Agency.
  - C. During the term of this CONTRACT, HOUSTON shall not provide any feedlot permitting duties for any producers with pending litigation against WINONA or any other government entity within the territorial confines of Winona County. WINONA shall promptly notify HOUSTON should it receive notification of a pending legal action.
  - D. WINONA will provide notice to HOUSTON of an emergency event or WINONA's need for a

feedlot inspector due to an imminent threat to public waters and/or public health, along with all relevant information it possesses regarding such an event to HOUSTON timely manner.

- E. The time frame for the inspection services is based upon the availability of HOUSTON staff. The parties recognize that the HOUSTON staff members providing these services will ordinarily give their own duties first priority; however, working in close cooperation with WINONA staff, HOUSTON agrees to prioritize its assistance to WINONA as is reasonably practicable based on the urgency of the parties' respective circumstances. Further, WINONA understands there may be times when qualified HOUSTON staff are not available due to employee leave status. In the event that HOUSTON is unable to provide a qualified staff member to fulfill a request made by WINONA, HOUSTON shall notify WINONA's authorized representative by email as soon as is practical.
- F. HOUSTON will determine the method, details, and means of performing the above-described services. WINONA may not control, direct or otherwise supervise HOUSTON's employees in the performance of those services.
- G. The completion of the work done under this CONTRACT shall be subject to acceptance by WINONA. WINONA shall inspect HOUSTON's work and advise HOUSTON of any deficiencies, or if there are none, that the work has been accepted. HOUSTON shall perform all additional work necessary to correct any deficiencies without undue delay.

### **III. CONSIDERATION AND TERMS OF PAYMENT**

- A. Consideration. All services performed and materials supplied by HOUSTON pursuant to this CONTRACT shall be paid by WINONA as follows:
  - i. Compensation. WINONA agrees to pay HOUSTON for the inspection services described above at the rate of **FIFTY-SEVEN DOLLARS AND 34/100 (\$57.34)** per hour. HOUSTON shall remain responsible for all required payroll taxes benefit withholdings for HOUSTON employees providing services pursuant to this CONTRACT.
  - ii. Reimbursement. WINONA agrees to pay HOUSTON mileage for travel based on the 2023 United States General Services Administration ("GSA") mileage rate. No other subsistence expenses shall be paid to HOUSTON.
- B. Payments. HOUSTON shall provide WINONA with a monthly invoice by the 15th day of each calendar month. As a part of the monthly invoice, HOUSTON shall provide WINONA with an hourly accounting, rounded to the nearest quarter-hour for the feedlot inspector services provided. WINONA shall make payment to HOUSTON within thirty (30) days of receiving the invoice.

### **IV. AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this CONTRACT must be sent to the other party's authorized representative.

- A. HOUSTON's authorized representative for the purpose of administration of this contract is:

Name: Martin Herrick, Environmental Services Director  
Address: 304 S. Marshall St.  
Caledonia, MN 55921  
Telephone: (507) 725-5800  
Email: [Martin.Herrick@co.houston.mn.us](mailto:Martin.Herrick@co.houston.mn.us)

- B. WINONA's authorized representative for the purpose of administration of this contract is:

Name: Kay Qualley, Planning and Env. Services Director  
Address: 202 West 3rd Street



Winona, MN 55987  
Telephone: (507) 457-6337  
E-Mail: [kqualley@co.winona.mn.us](mailto:kqualley@co.winona.mn.us)

- V. **CANCELLATION AND TERMINATION.** This contract may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, HOUSTON shall be entitled to compensation and reimbursement as set forth in Section III above for work performed prior to the effective date of cancellation.
- VI. **ASSIGNMENT.** Neither party shall assign or transfer any rights or obligations under this contract without the prior written consent of the other party.
- VII. **INDEPENDENT CONTRACTOR.** HOUSTON staff performing services for WINONA under this CONTRACT at all times remain employees of HOUSTON. The HOUSTON feedlot inspector's relationship with WINONA is that of an independent contractor, and nothing in this CONTRACT is intended to, or should be construed to create an employment relationship. The HOUSTON feedlot inspector is not authorized to make any representation, contract, or commitment on behalf of WINONA unless specifically requested or authorized in writing to do so by WINONA's authorized representative. The HOUSTON feedlot inspector is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this CONTRACT.
- VIII. **LIABILITY.** Each party to this CONTRACT shall be liable for their own acts and/or the acts of their officers, employees, or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of the other party, its officers, employees, or agents. Nothing in this CONTRACT shall require a Party to defend, indemnify, or hold harmless the other Party for the other Party's own acts or omissions or willful misconduct. To the full extent permitted by law, actions by the Parties to this CONTRACT are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a). Nothing herein shall be construed to limit WINONA or HOUSTON from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) they may have or be construed to create a basis for a claim or suit when none would otherwise exist. Each Party waives the right to sue the other for workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.
- IX. **INSURANCE REQUIREMENTS.** Both Parties shall at all times during the term of this CONTRACT keep in effect their own liability insurance in the maximum government liability amounts established in Minnesota Statutes Chapter 466. HOUSTON and WINONA agree to maintain liability coverage through the Minnesota Counties Insurance Trust (MCIT) throughout the term of the CONTRACT. Further, each party agrees to immediately notify the other party should it cease to maintain the above coverage through MCIT. Each Party will maintain workers compensation insurance or self- insurance coverage at all times for their own employees while they are undertaking any activity under this CONTRACT.
- X. **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 WINONA or HOUSTON. Further, the parties will notify the other party within two business days of any request it receives to release data as a result of this CONTRACT.
- XI. **INTELLECTUAL PROPERTY RIGHTS.** All work and reports generated as a result of this CONTRACT are the property of WINONA. All materials delivered to WINONA by HOUSTON and work

generated by HOUSTON as a result of this CONTRACT will be delivered within ten business days of WINONA's request for documents or per State Agency emergency response requirements.

- XII. BUSINESS RECORDS.** Each party shall keep such business records pursuant to this CONTRACT as would be kept by a reasonably prudent practitioner of the profession. Unless a different retention period is required by law, each party shall maintain such records for at least 6 years from the date services or payments 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 records may also be 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.
- XIII. FORCE MAJEURE.** Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, 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.
- XIV. 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.
- XV. 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.
- XVI. 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.
- XVII. MERGER CLAUSE.** This CONTRACT constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This CONTRACT 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, amendment, or change of terms of this CONTRACT shall bind either party unless in writing and signed by authorized representatives of both parties. Such waiver, consent, modification, amendment, or change shall be effective only in the specific instance and for the specific purpose given.
- XVIII. COUNTERPARTS.** This CONTRACT may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
- XIX. SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII: Liability; IX: Government Data Practices Act; and X: Intellectual Property Rights.
- XX. AMENDMENTS.** Any modification or amendment to this CONTRACT shall require a written agreement signed by both parties.
- XXI. RECITALS.** The recitals hereto are incorporated herein by reference.

**This Space Intentionally Left Blank**  
**Signature Page Follows**

**IN WITNESS WHEREOF**, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:  
HOUSTON COUNTY

By: \_\_\_\_\_  
Date: 02/     /2023

Dewey Severson  
Houston County Board Chair

APPROVED:  
WINONA COUNTY

By: \_\_\_\_\_  
Date: 02/     /2023

Chris Meyer  
Winona County Board Chair

Attest: \_\_\_\_\_  
Maureen Holte  
Interim County Administrator

By: \_\_\_\_\_  
Date: 02/     /2023  
Martin Herrick  
Planning and Env. Services Director

By: \_\_\_\_\_  
Date: 02/     /2023  
Kay Qualley  
Planning and Env. Services Director

**APPROVED AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_  
Date: 02/     /2023  
  
Houston County Attorney

By: \_\_\_\_\_  
Date: 02/     /2023  
Alexander J. Thillman  
Assistant Winona County Attorney