

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: March 28, 2023

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Rachel Stock, Reporter Charlene Selbee, Finance Director Carol Lapham, Public Health and Human Services Director John Pugleasa, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Deputy Auditor/Treasurer Mark Bennett, Deputy Auditor/Treasurer Polly Heberlein, Engineer Brian Pogodzinski, City of Caledonia Public Works and Zoning Director Casey Klug, Scott Kingsford from Raymond James, Howard Lampert, Pastor William Reese, and Dave Winnes

Presiding: Chairperson Severson

Call to order.

Pledge of Allegiance.

Prior to approving the agenda Wagner said that one Action Item should be removed from the agenda. This item was Action Item No. 8. Wagner said the Extension office had received additional donations for Farm Safety Day. The total they were requesting approval for was \$3,770.00. Wagner said an additional item was requested to be added to the agenda: Consider approval of Petition and Waiver Agreement with the City of Caledonia regarding roadway pavement on E. Washington St between S. Kingston St and the Houston County Historic Courthouse. Motion was made by Commissioner Myhre, seconded by Commissioner Burns, motion unanimously carried to approve the agenda with the changes.

Motion was made by Commissioner Johnson, seconded by Commissioner Myhre, motion carried unanimously to approve the March 14, 2023 meeting minutes.

Prior to a motion being made Commissioner Severson questioned the time of an upcoming public hearing written in the minutes. Wagner said she would confirm with the Zoning Office that the time in the minutes was correct. Commissioner Johnson requested one change to the minutes. He said Commissioner Severson had attended a La Crosse County Solid Waste meeting. It had accidentally been written as a Soil and Water meeting. Wagner said she would make the change. Motion was made by Commissioner Johnson, seconded by Commissioner Burns, motion carried unanimously to approve the March 21, 2023 workgroup session minutes with the change.

Public Comment: No public comments were made.

APPOINTMENTS

Scott Kingsford, a broker, from Raymond James presented to the board. He said he had worked with the County for many years. Kingsford spoke on the economy and said that investment yields had normalized, and that inflation was high. He said it was a good time to take advantage of the current interest rate. He said they were seeing 4.5% on investment yields.

Auditor/Treasurer Donna Trehus reviewed the County's cash and investments with the Commissioners. She said she would continue to look in to the best possible options for the County.

Howard Lampert who was on the cemetery board for Evangelical Church of Peace, 3272 County 249 presented to the board. He said he was there on behalf of the church to request a guardrail to protect the church cemetery. He said there had been a vehicle that had gone off the road and damaged tombstones. The Commissioners discussed the request with Lampert and Engineer Brian Pogodzinski. Pogodzinski said the County had done a road project near the church in 2009. The road project included changing the road and moving a church parking lot from across the road to the side of the church on the opposite side of the cemetery. Pogodzinski showed photos of the road before and after the project. Before the project there had been a wire mesh fence near the road above the cemetery. There currently was not a fence above the cemetery. The new road project had straightened the current road. The County had also added some fencing around the new parking lot to protect drivers from accidentally driving too far. Pogodzinski said at the time the project had been agreed upon by both the church and the County. Lampert said he wanted to complement the work that had been done with the road project, as the church was happy with it. Lampert said they did however still want a guardrail along the road above the cemetery to protect it. Pogodzinski said there were many factors to take into consideration, including roadside hazards being analyzed, and guardrail warrants evaluated prior to installing a new guardrail. He said in some cases the guardrail itself could be a hazard. Pogodzinski said there was a hierarchy of safety measures that needed to take place prior to a guardrail being installed. He said the County also needed to prioritize where guardrails were placed based on safety. Pogodzinski said he had reviewed reports and there had only been one reported crash in the area in the last 10 years. He said the road was also not a high traffic road compared to other roads in the County. Pogodzinski said a fence could possibly be added above the cemetery as an alternative to a guardrail. Dave Winnes, a member of Evangelical Church of Peace also spoke to the board. He said he wanted to thank Pogodzinski for his attention to the matter and professionalism, even though they were coming to different conclusions regarding the guardrail. Winnes wanted a guardrail above the church cemetery. He questioned other areas of the County that he said were similar and had guardrails. Commissioners discussed with Lampert, Pogodzinski, and Winnes different potential possibilities including a fence and two different types of guardrails. Commissioner Severson asked Pogodzinski for estimates on costs.

Pogodzinski said he was unsure of costs, and would need to look into the matter further, but that a rough estimate of guardrail could cost as much as \$15,000 in addition to maintenance.

CONSENT AGENDA

None.

ACTION ITEMS

File No. 1 –Commissioner Myhre moved, Commissioner Burns seconded, motion unanimously carried to table any decision regarding a guardrail or fence above Evangelical Church of Peace. Pogodzinski would work to get some cost estimates of different types of guardrail for the board.

File No. 2 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to approve ordering salt through the Cooperative Purchasing Venture (VPV).

File No. 3 – Commissioner Johnson moved, Commissioner Burns seconded, motion unanimously carried to approve the low quote for liquid chloride from Bluff Country Brine. The until price would vary slightly depending on where the chloride was delivered. Pogodzinski said the deliveries were typically in Caledonia, but could also be delivered to Spring Grove or applied to various County roads.

File No. 4 – Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve the low quote from MP Asphalt Maintenance for CP 2023-04 for crackfilling. The following roads were scheduled to be repaired: CSAH 3, CSAH 33, CSAH 8, CSAH 26 (east and west) and CSAH 15. The amount of the quote was \$28,900.

File No. 5 – Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve the low bid for pavement marking to Sir Lines-A-Lot.

File No. 6 – Commissioner Myhre moved, Commissioner Burns seconded, motion unanimously carried to approve the quotes from Ness Pumping for portable bathrooms at Wildcat and Bob Botcher Park.

File No. 7 – Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve a letter and Resolution No. 23-12 Houston County Request for Environment and Natural Resources Trust Fund (ENRTF) Funding. See resolution below.

RESOLUTION NO. 23-12

Houston County Request for Environment and Natural Resources Trust Fund (ENRTF) Funding

March 28, 2023

WHEREAS, The Houston County seeks \$ 500,000 to complete a roadway access rehabilitation project and bathroom addition to Wildcat Park located on the banks of the Mississippi River in Southeastern Minnesota.

NOW, THEREFORE, BE IT RESOLVED, That the Houston County Board of Commissioners support the above referenced project and authorizes the submittal of a proposal for funding of this project on behalf of the Houston County to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in response to the 2024 Environmental and Natural Resources Trust Fund (ENRTF) Request for Proposal; and

BE IT FURTHER RESOLVED, That, if funding is awarded, Houston County agrees to accept the award and may enter into an agreement with the state of Minnesota for the above referenced project. Houston County will comply with all applicable laws, environmental requirements, and regulations and any additional conditions stated in the grant agreement and the approved LCCMR work plan; and

BE IT FURTHER RESOLVED, That Houston County understands that grants from the ENRTF are generally paid out on a reimbursement basis. Houston County has the financial capability to pay for project expenses prior to seeking reimbursement; and

BE IT FURTHER RESOLVED, That the Houston County Engineer is hereby authorized to execute such agreements and work plans as necessary and Brian Pogodzinski is authorized to implement the project on behalf of the Houston County.

BE IT FURTHER RESOLVED, That the Houston County has the financial capability to meet the match requirements (if any) and ensure adequate construction, operation, and maintenance of the project once completed.

File No. 8 – This item was removed from agenda.

File No. 9 – Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve donations to the Extension Tesmer Farm Safety Day for a total of \$3,770.00.

File No. 10 – Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve application and Resolution No. 23-13 Minnesota Lawful Gambling Permit Approval Lancer Youth Hockey Association. See resolution below.

RESOLUTION NO. 23-13

MINNESOTA LAWFUL GAMBLING PERMIT APPROVAL LANCER YOUTH HOCKEY ASSOCIATION

March 28, 2023

BE IT RESOLVED, the Houston County Board of Commissioners does hereby approve the Minnesota Lawful Gambling Application LG230 to conduct Off-Site Gambling for the Lancer Youth Hockey Association for gambling activities to be conducted at the Barn on Southridge in Mound Prairie Township on April 29, 2023, with no waiting period.

File No. 11 – Commissioners discussed ARPA funds and distributions. Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve up to \$8,000 in ARPA funds for two childcare trainings for Houston County childcare providers including in home providers and childcare centers. Wagner said the EDA was advertising to providers that they could sign up for the upcoming training, and that providers were thankful for the opportunity to take the class for free. Spots for the class were first come, first served. A second class would be offered in the future. Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve \$100,000 in ARPA funds to the Houston County Ag Society to be used for capital improvement and maintenance projects at the Houston County Fair Grounds. Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to change the amount of ARPA funding allocated to the Space Utilization Study to cover the final price.

File No. 12 – Commissioners discussed with Pogodzinski and City of Caledonia Public Works and Zoning Director Casey Klug a Petition and Waiver Agreement with the City of Caledonia regarding roadway pavement on E. Washington Street between S. Kingston St and the Houston County Historic Courthouse. Pogodzinski said that initially the paving of the street had been bid out by Houston County along with the County's parking lot project. He said the current plan was for the County to bill back the amount of reconstructing of the roadway surface between S. Kingston St and the Houston County Historic Courthouse to the City. The City would then assess the County in accordance with the City's assessment policy. The cost of the paving project was estimated to be \$20,591.86. A 25% assessment would be split between the County and an adjacent land owner. The County's assessment was anticipated to be approximately \$2,573.99. Commissioner Johnson said this had not been the original plan. Commissioner Myhre moved, Commissioner Burns seconded, motion passed three to one to approve the Petition and Waiver Agreement with the City of Caledonia regarding roadway pavement on E. Washington Street between S. Kingston Street and the Houston County Historic Courthouse. Commissioners Myhre, Burns, and Severson voted yes. Commissioner Johnson voted no. Commissioner Schuldt was absent from the meeting. Commissioner Johnson said while he understood the reason for the petition he did not like that the County was waiving their right to a public hearing. The Petition and Waiver Agreement is below.

PETITION AND WAIVER AGREEMENT

We are the owners of property located at 304 South Marshall St. in the City of Caledonia.

The roadway pavement on E. Washington St between S. Kingston St and the Houston County Historic Courthouse is in poor condition and in need of repair.

We understand that the City has the legal authority to reconstruct the road surface as a City project and collect the cost of the work by the levy of a special assessment against our property for collection with real estate taxes.

Therefore, we hereby petition the City to resurface E. Washington St between S. Kingston St and the Houston County Historic Courthouse.

We request that the cost of this project be assessed against our property in accordance with the current City assessment policy. We understand that the cost of the project is estimated to be \$20,591.86.

We understand that we are entitled to have a public hearing on the project and a public hearing on the assessment. However, we request that the project be ordered, and the assessments levied without such public hearings. Therefore, we waive our rights to notice and public hearing on the sewer project and our right to notice and hearing on the levy of special assessments against our property to finance the project.

We also understand that state law gives us the right to appeal the levy of special assessments against our property. We hereby waive our right to appeal the levy of special assessments which are levied in accordance with the terms of this Petition and Waiver Agreement.

Dated: March 28, 2023.

DISCUSSION ITEMS

Commissioners discussed upcoming and recent meetings. These included an Association of Minnesota Counties (AMC) update, Extension, Department Head, SELCO, Wildcat, and Finance meetings.

The Commissioners expressed frustration with the current legislative session and current cuts that were being made. Commissioner Johnson said AMC was working hard to lobby for things that would benefit counties, and he was happy with their work, but disappointed by decisions the legislators were making. Commissioner Burns said he too was disappointed after hearing the latest legislative update.

Commissioner Burns said he had spoken to the Assessor's office regarding sheds that were being built in Houston County with water hookups that sometimes were turning into shouses or shed like houses. He said the Assessor's office said they did catch these instances when they went back to inspect the properties.

Commissioner Burns said someone had recently purchased an airport hanger. He said he thought that the new owner should still be under the old lot lease agreement, as the County had not yet adopted a new agreement. Typically all lease agreements were up for renewal at the same time. Pogodzinski said that County Attorney and Human Resources were working to draft a new lease

agreement. He said the main change in the new lot lease agreement would be a requirement for a higher insurance premium. Commissioner Severson agreed that the new owner should still be under the old agreement, as the County had not yet adopted a newer version.

CLOSING PUBLIC COMMENT

None.

There being no further business at 11:46 a.m., a motion was made by Commissioner Myhre, seconded by Commissioner Burns, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on April 4, 2023.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Dewey Severson, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
April 4, 2023**

Date Submitted: March 30, 2023

By: Tess Kruger, HRD/Facilities Mgr.

ACTION

- **NONE**

APPOINTMENT REQUEST

- **NONE**

HR CONSENT AGENDA REQUEST

Public Health & Human Services

- **Hire Andrea Hinitt as a 1.0 FTE probationary Adult Services Social Worker, C41 Step 1, effective 04/24/2023, conditioned on successful completion of background check.**

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

Houston County

Agenda Request Form

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

Date Submitted: 27-Mar-23

Person requesting appointment with County Board: Martin Herrick

Issue:

CUP Approval/Denial:1)Anthony & Joyce Heppner -to operate an agriculture oriented business in the ag district in Spring Grove Township.

Justification:

Final Approval by the County Board. (Agenda, Hearing Notices, Findings and Board Packets are attached.)

Action Requested:

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

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

**HOUSTON COUNTY
PLANNING COMMISSION
Thursday, March 23, 2023**

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

PLANNING COMMISSION

Approve Minutes for August 25, 2022

CONDITIONAL USE HEARINGS:

5:00 pm ***Anthony & Joyce Heppner – Spring Grove Township***
Conditional Use Permit to operate an agriculture oriented business in an agricultural district
(14.3 Subd. 1 (1 & 25)).

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Anthony and Joyce Heppner, 22881 County 8, Mabel, MN, 55954 to operate an agricultural business in an agricultural district (Section 14 – 14.3 Conditional Uses, Subdivision 1, Subsection 1 & 25) in Spring Grove Township on the following premises, to-wit:

PT NE1/4 NE1/4, Section 32, Township 101, Range 7, Houston County, Minnesota. (Parcel 13.0393.002)

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

A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 5:00 p.m. on Thursday, March 23, 2023.

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, Caledonia, MN 55921, or emailed to martin.herrick@co.houston.mn.us, and must be received by Tuesday, March 15, 2023. Comments in regard to the petition received by this date will be part of the public record and will be made available for review by the Planning Commission prior to the meeting.

HOUSTON COUNTY PLANNING COMMISSION

By Martin Herrick
Zoning Administration

ADV: March 13, 2023

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: **Anthony & Joyce Heppner** DATE: **March 23, 2023**

C.U.P. REQUESTED: **To operate an agriculture oriented business in the agriculture protection district.**

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

FINDINGS OF FACT

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

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

Staff Analysis: A primary goal of the Land Use Plan is to promote commercial agricultural practices. Processing and retail sales of agricultural products are within the scope of this goal.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The applicants are requesting a conditional use permit to change the use of an accessory structure to a farm outlet store. The proposed change to direct sales initiated the need for a conditional use permit.

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: The applicant states they will have no additional septage from the proposed activity. The solid and liquid waste residuals are not septage and will be composted, and land spread according to MPCA's Best Management Practices for Beneficial Use of industrial by-products. Residual material that is not land spread will be managed by a solid waste hauler transporting it to the La Crosse County Landfill.

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: This is an existing building, and the impermeable surface area will not change. The process wash water will not be managed as surface water.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The Best Management Practices for land spreading industrial by-products address soil suitability based on the USDA soil classification system to ensure nutrients are utilized and ground contours are amenable to preventing run off.

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: By virtue of food grade facilities the potential pollution hazards are minimized including routine inspections for the respective products. Additionally, the liquid and solid wastes are addressed through proper storage, land spreading and disposal in the La Crosse County Landfill.

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: The existing farmstead has all utilities and existing road access. Should any new utility need arise, the costs will be the responsibility of the landowner. The conditional use permitting is for a change to retail sales as the facility has already been operating.

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: The traffic for this activity will be minimal and there is adequate parking. There is enough space for unanticipated demand. The applicant owns adequate contiguous acres for off-street parking and loading.

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: Traffic associated with this proposal can be readily managed.

Board agreed to the finding by a unanimous vote.

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: While it will include direct to consumer sales, this farm is set back off the road and not directly visible to neighbors. The farm outlet itself will have no nuisance factors and its viewshed is blocked by other structures.

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: Much of the surrounding acreage is cropland and an additional component at this farm will not impede future surrounding development.

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 have any outdoor activities and it will not produce offensive odors, fumes, dust, noise or vibrations and there will be no lighted signs.

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: The agricultural community is evolving, and many smaller producers are beginning to provide a unique direct sales service to increase viability. This practice ultimately does not change the commercial agriculture that already exists at this and neighboring sites.

Board agreed to the finding by a unanimous vote.

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 applicant is required to follow all county, state and federal guidelines for the operation of their business, which should result in protection for the public's health, safety, morals and general welfare.

Board agreed to the finding by a unanimous vote.

Greg Myhre made a motion to accept the findings as presented. Larry Hafner seconded. All were in favor. Motion carried.

Chairman Hammell asked if Tony would need to keep a log of where he land applied. Martin stated that he would need to report land applications to Houston County. Jim Wieser and Greg Myhre asked for further explanation of Condition three. Martin explained.

Greg Myhre made the motion to recommend the Houston County Board approve the Conditional Use application to operate an agriculture oriented business in the agricultural protection district with 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. The following general provisions shall be followed when land applying by products:
 - A by-product must be immediately incorporated on locations prone to flooding,
 - Application of by-product shall not be applied on ponded water or any other liquids,
 - Application of by-products shall not be applied to areas that remain fallow for an entire cropping year,
 - Liquid by-product shall be injected or incorporated within 48 hours for soils with a surface horizon permeability of less than 0.2 inches per hour,
 - By-products shall not be applied from public road or across public road right of ways,
 - The application area shall be delineated, fencing and natural barriers can be used as reference,
 - By-products shall be uniformly distributed over the application area,
 - By-product run off shall not occur,
 - No ponding of by-product shall be observed six hours after application.

Cindy Wright seconded. Roll call vote was taken. All were in favor. Motion carried.



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

3/10/2023

Application Date: 2/17/2023
Hearing Date: 3/23/2023
Petitioner: Anthony Heppner
Reviewer: Martin Herrick
Zoning: Ag Protection
Address: 22881 County 8, Mabel, MN 55954
Township: Spring Grove
Parcel Number: 130393002
Submitted Materials: CUP Application

OVERVIEW

REQUEST

The applicant is requesting a Conditional Use Permit to process and sell farm raised meat and animal products in an agricultural district (Section 14 – 14.3 Conditional Uses, Subdivision 1, Subsection (1)). The location is shown below in Figure 1.



Figure 1.

SUMMARY OF NOTEWORTHY TOPICS

Anthony and Joyce Heppner are submitting this application for a Conditional Use Request to retrofit an existing 22ft X 18 ft building into a retail farm outlet for meats. The proposal has no revisions to existing seepage systems. This proposal does not include any new structures. Apart from an external holding tank all activities will occur within the existing structure.

An application for a Custom Exempt meat processing license has been applied for with the Minnesota Department of Agriculture (MDA). The MDA requirements address the required building revisions. A Retail Exempt license will be applied for in the fall of 2023.

The liquid and solid waste residuals from the processing are industrial by-products that are regulated by the Minnesota Pollution Control Agency (MPCA) and can be land applied for soil nutrients as a beneficial use. The estimated quantities of liquid and solid wastes generated from the meat processing are below the MPCA's 50,000 gallon and 10 dry ton respective permitting requirements for land application.

The MPCA best management practices for land application of by-products include:

1. Baseline analytical for the by-products,
2. Notification of intent to land apply the by-products,
3. Evaluate the proposed the soils, slope, and application methods,
4. Maintain separation distances for application of by-products,
5. Suitability requirements for pathogen containing by products including at least five feet to groundwater, three feet to bedrock, 200 ft to residences, 600 ft to public contact sites and 600 ft to residential developments and the appropriate soil texture and structure.
6. Composite soil sampling prior to initial application and within three years prior to each application.
7. Determine allowable rates of by-product application based on the MPCA's electronic rate application calculator.
8. The MPCA's general provisions for land applying by-products are noted below in the recommended condition No 3.

Retail sales will occur only on Tuesday and Friday afternoons and Saturday mornings. Estimated vehicle traffic is two cars per day and two small delivery vans per week. The business will be operated by family members with potentially one full time employee in the future. Processing will include 1 to 2 beef and 4 pigs weekly with deer in the fall.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Spring Grove Township and the ten closest neighbors were notified. No comments were received.

SITE CHARACTERISTICS

The Heppner parcel is located approximately ½ mile southeast of County 8 on a private drive in Spring Grove Township. On 8/31/2020, 6.67 acres, including the residence and the farm buildings were split off from parcel 13.0393.000 creating parcel 13.0393.002.

Since they are repurposing an existing structure, many of the standards are not applicable. There are no bluff impacts, floodplain, shoreland, slope, feedlot or mining concerns. There is an existing septic which will not have additional loading from this activity. The additional traffic will be minimal based on 11 hours of retail sales per week. The only potential signage road will be on the side of the building.

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 Houston County Land Use Plan.

Staff Analysis: A primary goal of the Land Use Plan is to promote commercial agricultural practices. Processing and retail sales of agricultural products are within the scope of this goal.

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

Staff Analysis: The applicants are requesting a conditional use permit to change the use of an accessory structure to a farm outlet store. The proposed change to direct sales initiated the need for a conditional use permit.

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

Staff Analysis: The applicant states they will have no additional septage from the proposed activity. The solid and liquid waste residuals are not septage and will be composted, and land spread according to MPCA's Best Management Practices for Beneficial Use of industrial by-products. Residual material that is not land spread will be managed by a solid waste hauler transporting it to the La Crosse County Landfill.

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

Staff Analysis: This is an existing building, and the impermeable surface area will not change. The process wash water will not be managed as surface water.

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

Staff Analysis: The Best Management Practices for land spreading industrial by-products address soil suitability based on the USDA soil classification system to ensure nutrients are utilized and ground contours are amenable to preventing run off.

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

Staff Analysis: By virtue of food grade facilities the potential pollution hazards are minimized including routine inspections for the respective products. Additionally, the liquid and solid wastes are addressed through proper storage, land spreading and disposal in the La Crosse County Landfill.

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

Staff Analysis: The existing farmstead has all utilities and existing road access. Should any new utility need arise, the costs will be the responsibility of the landowner. The conditional use permitting is for a change to retail sales as the facility has already been operating.

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

Staff Analysis: The traffic for this activity will be minimal and there is adequate parking. There is enough space for unanticipated demand. The applicant owns adequate contiguous acres for off-street parking and loading.

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

Staff Analysis: Traffic associated with this proposal can be readily managed.

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: While it will include direct to consumer sales, this farm is set back off the road and not directly visible to neighbors. The farm outlet itself will have no nuisance factors and its viewshed is blocked by other structures.

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: Much of the surrounding acreage is cropland and an additional component at this farm will not impede future surrounding development.

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

Staff Analysis: This proposal will not have any outdoor activities and it will not produce offensive odors, fumes, dust, noise or vibrations and there will be no lighted signs.

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: The agricultural community is evolving, and many smaller producers are beginning to provide a unique direct sales service to increase viability. This practice ultimately does not change the commercial agriculture that already exists at this and neighboring sites.

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 applicant is required to follow all county, state and federal guidelines for the operation of their business, which should result in protection for 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 permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. The following general provisions shall be followed when land applying by products:

A by-product must be immediately incorporated on locations prone to flooding,

Application of by-product shall not be applied on ponded water or any other liquids,

Application of by-products shall not be applied to areas that remain fallow for an entire cropping year,

Liquid by-product shall be injected or incorporated within 48 hours for soils with a surface horizon permeability of less than 0.2 inches per hour,

By-products shall not be applied from public road or across public road right of ways,

The application area shall be delineated, fencing and natural barriers can be used as reference,

By-products shall be uniformly distributed over the application area,

By-product run off shall not occur,

No ponding of by-product shall be observed six hours after application.

Attachments

(MDA) Meeting the Custom Exempt Operations Requirements

(MPCA) Land application of industrial by-products

(MPCA) 10 Step Guide to Land Applying



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Land application of industrial by-products

SECTION MENU ▼

Contact

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An industrial by-product (IBP) is a residual material from an industrial, commercial, mining, or agricultural operation that is not a primary product and not produced separately in the process. IBPs that originate from food, beverage, and agricultural operations are regulated through industrial water-quality permitting. Examples include:

- Vegetable, dairy, and meat processing wastes
- Solids/residuals from the pretreatment of wastewater
- Ethanol production wastes and co-products
- Livestock truckwash solids and washwater

Biosolids generated from the treatment of municipal wastewater are regulated separately from IBPs in Minnesota. See the [biosolids page](#) for more information. In addition, egg shells, beet solids, lime residuals, wood ash, and some other IBPs are regulated separately for reuse. See the [Beneficial use of solid waste page](#) for more information.

Minnesota rules define IBPs as solid waste, but IBPs from food, beverage, and agricultural operations typically contain nitrogen, potassium, phosphorus, and other nutrients and are good candidates for land application. Reusing nutrients by land applying IBP reduces the use of water and commercial fertilizer and replenishes the soil. The nutrients in IBPs mean their storage and land application can affect the environment. IBP can become harmful if too much is applied and excess nutrients run off into nearby lakes and streams, and affect groundwater. People applying IBP to land must follow best management practices and permit requirements, such as using proper application rates and monitoring soil and runoff, to protect water from contamination.

Review these guidelines and general permit for details on the management standards, including when a permit is required and mandated sampling and analysis, for most IBPs suitable for land application:

- Guidelines for managing industrial by-products from food and beverage processing industries (wq-Indapp2-03)

Do I need a permit?

Typically, a permit is required for:

- Land application of more than 50,000 gallons or 10 dry tons of IBP per year
- IBP storage at a volume that could create environmental concerns

Review the decision process for determining whether a permit is required, and what type of permit would likely be issued:

- Permit decision flow diagram for land application of industrial by-product (wq-Indapp2-07)

Some IBP-related activities don't require an MPCA permit. For example, you don't require an SDS permit if the IBP is:

- Used for fuel or animal feed
- Managed at a solid waste facility
- Managed under the Solid Waste Utilization rules (Minn. R. 7035)
- Land applied in very small quantities, in accordance with best management practices
- Generated by small-scale crop producers and managed on-site

The MPCA may require an individual permit if an IBP is not from a food, beverage or agricultural process. Submit permit application forms at least 180 days before land application will begin. Contact the MPCA to discuss whether a permit is needed for your IBP activities. Find permit forms and information on the [Wastewater permit forms page](#).

Sampling and analysis requirements

Before land applying an IBP or submitting a permit application, you must collect and analyze a representative portion of IBP for the nine analytes

listed below, on a dry weight basis. However, sweet corn silage doesn't require analysis, and if there's no oil and grease in a waste stream, that analysis is not necessary.

- Chloride
- Nitrogen, Ammonia
- Nitrogen, Kjeldahl
- pH, Sludge
- Phosphorus
- Sodium
- Solids, Total
- Solids, Total Volatile
- Oil and grease, Total Recoverable

Analyze IBP for all pollutants with a "reasonable likelihood" of being present, based on your knowledge of the waste generation process. MPCA staff may also request additional analysis when you submit a notification or permit application. If it's possible that your IBP contains polychlorinated biphenyls (PCBs) or dioxin/furan compounds, these must also be analyzed

for and the test results discussed with the MPCA. The IBP is also subject to ongoing monitoring; the number of samples is determined by IBP generated and land applied during a cropping year.

General permit

- [Industrial by-products Land Application \(MNG960000\) \(wq-Indapp7-10\)](#)

The general permit can usually cover land application of IBPs from food, beverage, and agricultural industries. IBPs not covered by the general permit include:

- Hazardous waste
- Egg shells
- Sugar processing residues
- Animal wastes regulated under feedlot rules (Minn. Rule 7020)
- Dead animals
- Residue from drinking-water treatment or industrial process-water conditioning.

If the IBP did not come from a food, beverage, or agricultural process and may contain minerals, metals, or other contaminants of concern, additional waste stream analysis is necessary and loading restrictions must be followed. See the guidelines document above.

Annual reporting

Use the annual reporting form to report land application activities.

- Industrial by-product land application annual report (wq-Indapp7-12)
 - Industrial By-Product (IBP) Annual Report page 1 (wq-Indapp7-12a)
 - Industrial By-Product (IBP) Annual Report page 2 (wq-Indapp7-12b)
 - Industrial By-Product (IBP) Annual Report page 3 (wq-Indapp7-12c)
 - Industrial By-Product (IBP) Annual Report page 4 (wq-Indapp7-12d)

Land application not requiring a permit

If an IBP is eligible for a general permit and less than 50,000 gallons or 10 dry tons per year will be land applied, a permit may not be necessary. Complete a notification form for land application projects that don't require an MPCA permit and that the Solid Waste Utilization program doesn't cover:

- [Notification to land apply industrial by-product without a permit \(wq-Indapp7-14\)](#)

Submit the form at least 30 days before starting land application. If the MPCA concurs that a permit is not required, it will not send a formal response; land application activity can commence at the end of the 30 days. If the agency determines that a permit is required, it will notify you within the 30 days. Land application may not begin until the discrepancy has been resolved and a permit issued for the project, if required. You must follow best management practices for IBP land application. Allowing the storage of IBP without a permit is rare.

- [10-step guide to land applying small amounts of industrial by-product from food and beverage processes \(wq-Indapp2-04\)](#)

Land application site management

Site selection and use

Regardless of whether you need a permit, you must evaluate proposed land application sites to ensure they have appropriate characteristics and the soils can use the IBP nutrients. Soil suitability can be determined with [Natural Resources Conservation Service](#) soil surveys, or characterization by a state-licensed soil scientist or Type IV certified land applicator.

- [Highly Permeable Soils in Minnesota by County](#)

Soil testing

Soil sampling is required both before the site is used for the first time, and once every three years while a site is used. Sites used for IBP land application must be sampled and analyzed for six analytes:

- Texture (USDA class)
- Organic matter
- Phosphorus, extractable in soil
- Potassium, exchangeable in soil
- pH (SU)
- Salts, water soluble in soil

One composite soil sample is required for each land application site, unless the site is larger than 40 acres. In that case, one sample is required for each 40 acres or portion thereof. For example, a 60-acre site would require two soil samples; a 220-acre site would require six soil samples.

Site notification

For permitted land application, you must submit a notification form at least 30 days before applying IBP

at the site. Site notification is not necessary if a permit is not required. Sites must meet all the selection and use criteria outlined in the guidance and/or land application permit.

- [Industrial By-Product Site Notification form \(wq-Indapp7-11\)](#)

Local notification

You must notify local officials — either county planning and zoning or solid waste staff, township clerk, or mayor — in writing at least 30 days before IBP land application begins. In the notification, describe how IBP will be managed during land application, including staging, storage and response actions in the event of a spill. If the IBP management described in the notification changes, you must repeat the notification process.

- [Sample Letter for Local Notification of Land Application Activities \(permit\)](#)

- [Sample Letter for Local Notification of Land Application Activities \(no permit\)](#)

End-user notification

No later than six weeks after land application, you must provide the end user -- the site's owner -- with written information to ensure that a site is not receiving too many nutrients. This would include nutrient application rates, any restrictions on IBP use, crop restrictions, etc.

Type IV certified operator

A Type IV-certified land applicator must perform land application that requires a permit. If a permit is not required, the MPCA doesn't require a certified applicator. See the [Wastewater operators' training and certification page](#).

- [Frequently asked questions about Minnesota waste disposal facility operator/inspector](#)

certification: Type 4 (land application) and Type 5 (spray irrigation)

Loading limitations

Accurately calculating how much IBP to apply to a particular site is critical. Over-application of nitrogen, sodium, metals, and other pollutants can harm the environment. You must account for all sources of nitrogen when determining how to meet application limits. Learn more on the [Biosolids page](#). To calculate the maximum allowable rate of the IBP to meet the nitrogen and sodium limits, use one of the electronic application rate calculators below:

- [Maximum Industrial By-Product Application Rate Calculator – Gallons](#)
- [Maximum Industrial By-Product Application Rate Calculator – Wet Tons](#)

To calculate the amount of nutrient loading based on the rate of IBP applied, use one of the electronic actual rate calculators below:

- [Actual Industrial By-Product Application Rate Calculator – Gallons](#)
- [Actual Industrial By-Product Application Rate Calculator – Wet Tons](#)

IBP storage

Storage of IBP without a permit for land application activities is very limited. The following types of storage are allowed, if a permit is not needed for land application:

- Temporary storage at the land application site
- Transfer to manure storage structure
- Storage of sweet corn silage used for animal feed

Dewatered IBPs that are being spread concurrent with the unloading of bulk material on the land application site, and will not be stockpiled overnight, are not considered IBP storage. Other IBP storage is not allowed without an MPCA permit, even if a permit would not otherwise be required for land application.

Temporary storage

Storage of dewatered IBP is allowed if:

- Storage does not exceed 30 days
- Storage is only on the site where the IBP will be applied, and the quantity does not exceed what can be applied at that site
- Storage is not on land with a more than 2% slope, unless water runoff and runoff from the stockpile and/or site are controlled

Transfer to manure storage structures

Before using a manure storage structure to store IBP, you must get written authorization from the MPCA and the county feedlot officer in delegated counties, or the county solid waste official in non-delegated counties, using the application form below.

- [Industrial by-product transfer to manure storage - Application form \(wq-Indapp7-13\)](#)
- [Industrial by-product transfer to manure storage - fact sheet \(wq-Indapp1-05\)](#)

Storage of sweet-corn silage

Vegetable processing plants make sweet-corn silage available to farmers for use as animal feed. It produces a very acidic waste fluid with a high nutrient content, and must be stored in a way to protect the environment. Anyone storing more than 1,000 tons of fresh sweet-corn silage must obtain an MPCA permit.

- [Feed storage areas for animal feedlots \(wq-f8-20\)](#)



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10-Step Guide to Land Applying

Small amounts of industrial by-product generated from food, beverage and agro-industrial processing facilities

Who is this fact sheet for?

This fact sheet is intended for use by persons or operations that generate and land apply small amounts of industrial by-product (IBP) generated from food, beverage and agro-industrial processing, and have pre-determined that the land application activity does not require permit coverage. This fact sheet is not applicable to land application activities requiring a permit.

Consult with Minnesota Pollution Control Agency (MPCA) staff to determine whether a permit for land application is required. Typically, a permit is not required for land application of less than or equal to 50,000 gallons or 10 dry tons of IBP. Storage of IBP without a permit is limited, and a permit may be required even for these small volumes if loading and/or concentration limits may be exceeded, or if MPCA staff believes more oversight of the land application activity is needed.

If a permit is required for land application activities, refer to the MPCA land application webpage located at: <http://www.pca.state.mn.us/0agxeaf>.

Best Management Practices

Application of nutrients to agricultural areas, either in the form of conventional fertilizers or by the reuse of nutrients from IBP, must be done in accordance with scientifically established agronomic rates to avoid contamination of ground and/or surface waters from these nutrients washing off the land (to surface water) or through the soil profile (to groundwater).

Following the best management practices outlined in this fact sheet minimizes environmental risk in land applying small amounts of IBP through limitation of application rate, and the monitoring of soil to ensure that the crops and the land is using nutrients applied.

For more detailed information on these steps and additional land application topics, refer to the MPCA companion document to this fact sheet: *Guidelines for managing industrial by-products from food and beverage processing industries* (wq-Indapp2-03). Current versions of land application publications are maintained on the MPCA land application web page located at: <http://www.pca.state.mn.us/0agxeaf>.

Step 1: Analyze the industrial by-product to be land applied.

Industrial by-product that is land applied must be fully characterized before it is land applied the first time. After that, IBP to be land applied must be analyzed at least once per year.

Test a representative sample of each IBP to be land applied according to Table 1. Analytical sampling of sweet corn silage is not necessary.

Table 1. Baseline analytical requirements for industrial by-products.

Analyte	Unit of measure
Chloride, dry weight (as Cl)	mg/kg
Nitrogen, ammonia, dry weight	Percent
Nitrogen, kjeldahl, total, solid fraction, dry weight	Percent
pH, sludge	SU
Phosphorus, total	Percent
Sodium, dry weight (as Na)	mg/kg
Solids, total	Percent
Solids, total volatile, percent of total	Percent
Oil and grease, total recoverable (Hexane Extraction) ²	mg/kg

² Oil and Grease, Total, in mg/kg should be tested for when present in IBP(s)

To ensure that representative sampling is done, all pollutants with the 'reasonable likelihood' of being present should be analyzed for, which means that additional analytical testing may be needed (see list potential analytes in Table 2, below). To determine whether a particular pollutant has a reasonable likelihood, use your knowledge of the waste and waste generation process, as well as in consultation with MPCA staff; MPCA may also request additional analysis when the Notification is submitted (see Step 2). If there is a possibility that your IBP contains polychlorinated biphenyls (PCBs) or dioxin/furan compounds, these must also be analyzed for, and the test results discussed with the MPCA.

All analytical results should be reported on a dry weight basis; keep copies of the analysis results for your records.

Table 2. Additional analytical requirements.

Analyte	Unit of measure
Total Arsenic	mg/kg
Total Boron	mg/kg
Total Cadmium	mg/kg
Total Calcium	mg/kg
Total Cobalt	mg/kg
Total Copper	mg/kg
Total Iron	mg/kg
Total Lead	mg/kg
Total Magnesium	mg/kg
Total Manganese	mg/kg
Total Mercury	mg/kg
Total Molybdenum	mg/kg
Total Nickel	mg/kg
Total Potassium	mg/kg
Total Selenium	mg/kg
Total Sulfur	mg/kg
Total Zinc	mg/kg
Total Dioxin equivalents	parts per trillion
Total Polychlorinated biphenyls	mg/kg

Step 2. Complete a “Notification to land apply industrial by-product without a permit” form.

A notification to land apply industrial by-product without a permit (Notification) form must be completed and submitted for all facilities not requiring an MPCA permit. This form is located electronically at: <http://www.pca.state.mn.us/publications/wq-Indapp7-14.doc>.

A Notification form must be submitted at least 30 days prior to the initiation of land application activities. In some cases, MPCA staff may be able to reduce the amount of time needed for MPCA review. Within this 30 day timeframe, MPCA staff will review the Notification and either concur with the determination, or determine that a permit or additional information, such as additional sampling or monitoring, is required. If the MPCA concurs with your determination that a permit is not required, a formal response will not be sent; land application activity can commence at the end of the 30 day time period. If, after review of the Notification submitted, the MPCA does not concur with your determination that a permit is not required for the facility, the MPCA will notify you of this determination within the 30 day time period. Land application activity may not commence until the discrepancy has been resolved and a permit issued for the project, if required.

Step 3. Determine the suitability of proposed site(s) for land application.

Before a site can be used for the first time, the suitability of a proposed site must be determined to ensure that the soils are able to utilize the nutrients in the IBP, and that the geography of the site is amenable to land application.

Soil suitability can be determined by obtaining information from soil surveys published by the Natural Resources Conservation Service (available on-line at <http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm> or by characterization of the site by a state of Minnesota licensed soil scientist, or other qualified person, such as a Type IV certified land applicator.

An application site will be considered suitable if the site is used for growing a crop which is harvested and removed during the cropping year that the IBP is land applied AND the restrictions on slope, separation distances, and crop restrictions (applicable to pathogen-containing IBPs), as described in this fact sheet, are maintained.

Slope. Restrictions on slope allow IBP to maintain contact with soil and keep IBP where it is applied. This is necessary to ensure that IBP does not run off the land application site.

- The slope restrictions in Table 3 must be met for all sites used for land application of IBP.
- Winter application of IBP is restricted to sites with 0-2% slope.

Table 3. Slope restrictions for land application sites.

Slope (%)	Surface application	Injection or immediate incorporation
0 - 6	Allowed	Allowed
>6 - 12	Not allowed	Allowed
>12	Not allowed	Not allowed

Separation distances. Separation distances help prevent IBP from moving into surface waters or wetlands. In addition, separation distances and public access controls help prevent the public from coming into contact with the applied IBP.

The separation distances in Table 4 must be maintained on all land application sites.

Table 4. Minimum separation distances from the land application site.

Feature		Surface applied	Incorporated within 48 hours	Injected
Private drinking water supply wells		200	200	200
Public drinking water supply wells		1000	1000	1000
Down gradient lakes, rivers, streams, type 3, 4, and 5 wetlands, intermittent streams, or tile inlets connected to these surface water features ²	Slope 0% to 6%	300	50	50
	Slope 6% to 12%	Not allowed	100	100
	Winter (0% to 2%)	600	Not applicable	Not applicable
Grassed waterways ³	Slope 0% to 6%	100	33	33
	Slope 6% to 12%	Not allowed	33	33

¹ This distance may be reduced with written permission from all persons responsible for residential developments, places of recreation, and all persons inhabiting residence within the designated separation distance.

² Intermittent stream means a drainage channel with definable banks that provides for runoff flow to any of the surface waters listed in the above table during snow melt or rainfall events.

³ Grassed waterways are natural or constructed and seeded to grass as protection against erosion. Separation distances are from the centerline of grassed waterways. For a grassed waterway which is wider than the separation distances required, application is allowed to the edge of the grass strip.

Step 3a. Additional suitability requirements for pathogen-containing industrial by-product.

Industrial by-products containing pathogens have additional separation distances and site restrictions which must be met. An IBP is assumed to contain pathogens when it contains sewage from sanitary waste facilities, such as sanitary waste that is not separated from industrial flows, or it contains waste streams known or likely to contain pathogens, including wastes containing blood, animal feces and raw meats.

Soil texture. Soil must have the appropriate texture and structure to physically be able to filter and treat IBP, as well as to facilitate the chemical processes that take place in the soil. The soil texture at the zone of by-product application must be fine sand, loamy sand, sandy loam, loam, silt, silt loam, sandy clay loam, clay loam, sandy clay, silty clay loam, silty clay, or clay.

Depth to water table. Restrictions on depth to water table allow IBP to contact soil long enough so that the soil can act as a physical, chemical and biological filter.

- The depth to bedrock must be at least three feet, unless the soil is classified as a highly permeable soil, in which case the minimum depth is increased to five feet.
- The depth to the seasonal high water table must be at least three feet, unless the soil is classified as a highly permeable soil, in which case the minimum depth is increased to five feet.

Separation distances. In addition to the separation distances specified in Table 4, the additional separation distances in Table 5 must be maintained from the application site.

Crop restrictions/public access. Restrictions on crop harvest and public access to land application sites are described in Table 6. If necessary, the area must be posted to ensure these restrictions are being applied.

Table 5. Additional separation distances for industrial by-product containing pathogens.

Feature	Separation distances (feet)		
	Surface applied	Incorporated within 48 hours	Injected
Residences	200 ¹ feet	200 ¹ feet	100 feet
Residential development	600 ¹ feet	600 ¹ feet	300 feet
Public contact site	600 feet	600 feet	300 feet
Depth to bedrock	5 ² feet	5 ² feet	5 ² feet
Depth to seasonal high water table or drain tile ³	5 ² feet	5 ² feet	5 ² feet

¹This distance may be reduced with written permission from all persons responsible for residential developments, places of recreation, and all persons inhabiting residence within the designated separation distance.

²The separation distance may be decreased to three feet if the soil is not classified as a “highly permeable soil”, as defined by the MNG960000 permit.

³The depth to subsurface drainage tiles shall be considered the depth to the seasonal high water table for sites that are designed according to Natural Resources Conservation Services engineering standards and criteria.

Table 6. Minimum duration between time of application of an industrial by-product containing pathogens and harvest, grazing, and public access to the site.

Crop types	Waiting period
Food crops whose harvested part may touch the soil/IBP mixture (melons, squash, tomatoes, etc.)	14 months
Food crops whose harvested parts grow in the soil (potatoes, carrots, etc.)	38 ¹ months
Feed, other food crops (field corn, sweet corn, etc.) hay, or fiber crop	30 days
Grazing of animals	30 days
Public access to land ²	
high potential for exposure	1 year
low potential for exposure	30 days

¹This can be reduced to a 20 month duration between application and harvest when the IBP is surface applied and stays on the soil surface four months or longer prior to incorporation into the soil.

²Lands with high potential for exposure are public contact sites, reclamation sites located in populated areas, turf farms, or plant nurseries. Lands with low potential for exposure are lands with infrequent public use and include areas such as agricultural land, forests, or reclamation sites located in an unpopulated area.

Step 4. Sample the soil at suitable land application site(s) that will be used during the upcoming cropping year (September 1 – August 31).

Soils must be tested for the parameters in Table 7, below, for each site proposed for land application of IBP. Soil sampling is required both before the site is used for the first time, and within three years prior to each application, thereafter. If a site is not used during a cropping year, there is no need to sample the soil. A minimum of one composite sample per 40 acres or per site, whichever is greater, is required.

Table 7. Soil analysis requirements and associated limits.

Parameter	Units	Sample type	Limits
Texture	USDA class	Composite ²	NA
Organic matter	Percent	Composite ²	NA
Phosphorus, extractable in soil ¹	ppm	Composite ²	200 ¹
Potassium, exchangeable in soil	ppm	Composite ²	NA
pH	Standard units	Composite ²	NA
Salts, water soluble in soil	mmhos/cm	Composite ²	4

¹The soil test method used for extractable phosphorus in soil is either the Bray P-1 test, or the Olson test; the Olson procedure should be used if the soil pH is 7.4 or higher.

²The composite shall consist of a mixture of 15-20 sub-samples taken in the plow layer.

Step 5. Notify local authorities at least 30 days before initiating land application in that jurisdiction.

Before land application activities are initiated within a county, city or township for the first time, written notification to local officials - which includes either the county planning and zoning or solid waste officer (whichever is appropriate), and either the township clerk or mayor (depending on location of the site) – must be done.

Timing of Notification. Notification must be provided at least 30 days before initiating land application activities. This notification period provides an opportunity for local officials to request additional information (copies of records, testing information, individual site information, etc.), inform the generator of the IBP about any ordinances they must comply with, and inform the generator of the IBP whether future notifications are necessary and if so, how, when, and what information to submit.

Content of Notification. Notifications must contain a description of how the IBP will be managed during land application, which includes staging, storage and response actions in the event of a spill, and a response section for the local official. If any changes in the management of the IBP described in the Notification occur, the notification process must be repeated.

A sample letter that can be used for notification purposes is included on the MPCA land application webpage located at: <http://www.pca.state.mn.us/0agxeaf>.

If a permit is not required for land application activities, the MPCA does not require MPCA site notification of sites that will be used for land application of IBP.

Step 6. Determine and calculate the allowable rate of application of the industrial by-product for each suitable site.

The effects of IBP on crops and the environment rely on the ability of the manager of land application activities to accurately calculate the amount of IBP to apply to a particular parcel of land. Inaccurate calculations can lead to the over-application of nitrogen, sodium, metals and other pollutants which can harm the environment. Incorrect calculations can also result in the under-application of these components, which result in a lower-than-expected crop yield.

IBP must be land applied in a manner so as not to exceed the loading limits of this section. Table 8 provides a summary of loading limitations for the application of IBP.

Nitrogen. Annual nitrogen application rates are restricted to what the crop needs during one growing season, based on the Maximum Allowable Nitrogen Application Rate (MANA) – which is set by recommendations from the University of Minnesota Extension Service. These recommendations are based on soil test results, realistic crop yield goals, and previously grown crops. This information is available from the MPCA or your extension agent.

Sodium. Application rates of sodium are limited to 170 pounds per acre in any one cropping year.

To calculate the maximum allowable rate of the IBP to meet the nitrogen and sodium limits, use the electronic application rate calculator included on the MPCA land application web page located at: <http://www.pca.state.mn.us/0agxeaf>.

Hydraulic limitations. Hydraulic loading rates are set for liquid IBP to prevent ponding and runoff at land application sites. The rates vary based on the ability of the soil to drain the hydraulic volume, but do not supersede the nutrient loading rates. That is, hydraulic limits cannot be used to exceed other application rate limits for nutrients or metals.

Table 8. Summary of application rate limits.

Loading factor	Limit
Nitrogen	Varies - MANA (lb/acre/year)
Sodium	170 lb/acre/year
Daily hydraulic rate ¹ :	
Soil texture fine	10,000 gal/acre/day
Soil texture medium	15,000 gal/acre/day
Soil texture coarse	25,000 gal/acre/day
Winter hydraulic rate	15,000 gal/acre/winter

¹ Fine, medium, and coarse textured soils are defined by the Department of Agriculture (USDA) textural classifications as [clay loam, silty clay loam, sandy clay, silty clay]; [loam, silt, silt loam, and sandy clay loam]; and [sand, loamy sand, and sandy loam, respectively].

Step 7. Follow general provisions for land applying industrial by-products.

There are some general provisions that must be followed when land applying IBP to prevent nutrients from washing off the land (to surface water) or through the soil profile (to groundwater), thereby avoiding contamination of ground and/or surface waters.

- An IBP must be immediately incorporated or injected on sites that are prone to flooding.
- Application of IBP is not allowed on areas of a site ponded with water or liquid IBP.
- Application of IBP is not allowed on areas that remain fallow for the entire cropping year.
- Liquid IBP must be injected or incorporated within 48 hours when applied on soil with a surface horizon permeability rate of less than 0.2 inches/hour.
- IBP must not be applied by spraying from public roads or across road right of ways without prior written MPCA approval.
- The application area must be clearly identified with flags, stakes, or other easily seen markers at the time of application to identify the site boundaries, separation distances, and unsuitable application areas within the site. Where site boundaries can be identified by field roads, fences, etc., identification is not necessary.
- IBP must be uniformly distributed over the application area at the site used for land application.
- Runoff of IBP from the application site is not allowed.
- Significant surface ponding of liquid IBP is not allowed within six hours of the application.

These may not be the only measures necessary to prevent runoff of the material during the Spring thaw. Management tools such as installation of silt fences and berms, and planting of grass buffer strips may be required in order to meet the requirement that no runoff of the IBP from the application site is allowed.

Step 8. Provide information to the end user, if other than yourself.

For each site used for land application of an IBP, the end user – if other than yourself – must be provided with the information necessary to ensure that – collectively, from all nutrient sources – a site is not receiving too many nutrients. An “end user” is the person that has accepted the IBP for their use as a soil amendment – usually a farmer.

Information the end user will need includes information such as actual nutrient application rates, any restrictions on the IBP use, crop restrictions, etc. The end user must be provided with this information in writing as soon as possible, and in no case more than 6 weeks after application has been completed. End users should take appropriate credits for all plant nutrients supplied by industrial and municipal by-products, manures, and fertilizers so that maximum allowable application rates are not exceeded.

Step 9. Record site information and application loadings to each suitable site.

The following records must be maintained at the facility for a minimum of three years after the land application activity:

- A copy of the Notification form submitted to the MPCA for land application activities.
- A copy of any notification letter submitted to local authorities (county and city/township).
- A copy of any lab results and other analytical information pertaining to the IBP land applied or soil information at sites used for land application.
- Documentation of the site suitability determination made in compliance with this guidance, for each site being used for land application activity.
- Documentation of the loading calculations indicating the maximum allowable IBP application rate for each site being used during the current cropping year.
- A listing of all other industrial or municipal by-product, manures, septage, and fertilizers applied on the same site and their rates of application.
- Daily hauling records which indicate quantities transferred to storage or land applied with the storage or site location identified.
- A running total of the quantity of IBP applied on each site for the given cropping year.
- A copy of written information provided to each end user of the IBP.

Records must be made available for review upon request by the MPCA. The retention period for these records can be extended by the MPCA in the event of permitting or compliance issued that need to be addressed.

Step 10. Contact Minnesota Pollution Control Agency staff to answer your questions and provide assistance related to the management of your industrial by-product.

Additional information is available to help you properly manage your IBP.

Refer to the MPCA companion document to this fact sheet for detailed information on these steps and additional land application topics: *Guidelines for managing industrial by-products from food and beverage processing industries* (wq-Indapp2-03). An electronic version of this and other documents referenced in this fact sheet, as well as land application forms, are available at the MPCA land application webpage located at: <http://www.pca.state.mn.us/0agxeaf>.

If you have questions or need assistance with the use of this document, contact the MPCA's land application staff at: 800-657-3864 (outstate) or 651-296-6300 (metro area).

Meeting the Custom Exempt Operations Requirements

GUIDANCE AND CHECKLIST

This document summarizes some of the key considerations and requirements for new custom exempt meat processing businesses and will help you obtain a license and permit with the Minnesota Department of Agriculture (MDA) Meat and Poultry Inspection Program. As with any business, the steps may involve consultation with both local and state entities. This list is not all inclusive; additional steps may be required based on local, city, or county ordinances. This document can also provide guidance for processors who are already operating but are not yet licensed.

By reviewing this information, you can transition into your new business more smoothly. As each business situation is unique, you are encouraged to work directly with our Meat Inspection staff throughout the process for additional guidance on your plan. Please ask questions and work with your inspector as you navigate this process.

Please note: This document applies only for custom processors. If you are interested in retail or wholesale operations, you will need to meet additional requirements. Let your inspector know when you start working with them if this is part of your plan.

Getting Started

Building Permits, Zoning, and Local Codes

- ☐ Check with your local authorities (City/County) to determine what local permits may be needed.

These may include:

- Fire
- Electrical
- Occupancy
- Plumbing
- Local Zoning

Plan Review

- ☐ Review building plans with the area MDA Meat and Poultry Inspection Program supervisor and inspector. The plan review process is usually an informal process done through individual consultation and communication. Formal approval for custom exempt meat processing activities is not required.

Please note: Any facilities that will also operate as a retail establishment (produce meat for sale) must contact the MDA Food and Feed Safety Division to determine if an official retail plan review is needed for the retail portion of the facility.

Water Sources

- ☐ Establish a potable water source for your meat processing facility. This may be municipal water or a well.
 - If you have a municipal water supply, you will need a letter attesting to the potability of the water or a copy of the water testing report. This can be acquired from the municipality.
 - If you have a private well, you will need to test your water prior to operating to ensure it is free of coliform bacteria. After starting your operations, you will need to test your water twice a year for coliforms. Samples will need to be submitted to an accredited laboratory.

Septic System or Sewer Hook-Up

- ☐ Install and/or obtain approval for the septic system or sewer hook-up from your county, township, or local health department. You will need to provide a letter from the applicable authority to the MDA to verify that an adequate waste-water handling system is installed.

Plumbing System

- ☐ Contact the [Minnesota Department of Labor and Industry \(DLI\)](#) for current procedures and requirements by calling 651-284-5063.
 - Potable water must be used in all areas where animals are slaughtered, eviscerated, and dressed as well as any areas where edible products are processed, handled, and stored.
 - Both hot and cold water are required
 - Toilet rooms and urinals must be appropriately sized and conveniently located; they must be separate from rooms where products are stored or handled.
- ☐ The water distribution system must also:
 - » Carry sufficient water throughout the facility
 - » Carry sewage and liquid waste away from the facility
 - » Prevent adulteration of water, supplies, equipment, utensils, or creation of insanitary conditions
 - » Provide adequate floor drainage
 - » Prevent backflow conditions and cross connections between piping
 - » Prevent the buildup of sewer gases

Please note: Your plumbing plan must be submitted by a licensed plumber to the [Minnesota Department of Labor and Industry \(DLI\)](#). Plan approval must be granted by DLI prior to installation. Working with your plumber is the best way to ensure your system meets these requirements.

Sink Requirements

- ☐ Ensure you have separate sinks for handwashing and washing of equipment. Some flexibility in meeting these requirements is allowed. The following table provides additional information.

Type of Sink	Recommendations and Requirements
Three-compartment sink	Highly recommended for washing of equipment and utensils, but is not required for custom exempt only operators
Hand wash sink	Should be in the processing or slaughter room, at a minimum it must be conveniently located to the processing/slaughter area. A conveniently located sink is one that can be easily accessed without touching other surfaces.
Mop-service sink	Recommended for cleaning floors, but is not required for custom exempt only operators

Other Facility Requirements

- ☐ Ensure all surfaces are constructed of smooth, easily cleanable, non-porous, non-absorbent materials.
 - Walls and ceilings must be finished with materials that meet this standard. Examples include glass board, sealed concrete, metal, ceramic tile, etc. Exposed wood is NOT permissible.
 - Floors must be maintained in good repair and easily cleanable. Concrete is an acceptable option if it is sealed or non-porous.
- ☐ Provide adequate space for processing and slaughter activities.
 - Ideally, the processing and slaughter facilities should be divided into at least two rooms.
 - » The first room would be dedicated for killing and dressing. A hand wash sink must be conveniently located for food handlers working in this room.
 - » The second room would be dedicated for processing the carcasses and meat products that are manufactured. A hand wash sink must also be conveniently located for food handlers working in this room.
 - Ensure your facilities are large enough to accomplish the needed tasks. Important considerations are rail height, cooler sizes, and storage space.

Licensing and Permitting

- ☐ Have your facility inspected for licensing – this must be done before a license can be issued. Your designated meat inspector or area supervisor will help you complete the licensing application. The license fee will depend upon your gross annual sales. The lowest licensing category costs less than \$100.
- ☐ Obtain a custom processing permit. This permit is separate from the license and is also issued by your meat inspector. There is no fee for this permit.

Operating Your Meat Processing Business

Once you begin operations, your inspector will perform periodic inspections. These usually occur one to four times each year, depending upon your business size, scope, and operating season. During these inspections, the inspector will ensure you are meeting the sanitation and operating requirements. The following provides a list of specific areas they will examine.

Sanitation

Sanitation, including cleaning of equipment and facilities, is a very important part of producing safe food. As a meat processor you must ensure your facilities are clean while you operate so that the meat and poultry products do not become contaminated.

- ▶ Hot water is necessary to properly wash hands and clean equipment.
- ▶ Equipment needs to be cleaned daily after operations. Also, each day before you begin operations, check equipment to ensure it is clean.
- ▶ Cleaning of floors, walls, vents, and especially ceilings is important to ensure the environment does not contaminate your products.
- ▶ Sewage and waste removal systems must adequately remove sewage waste, and water – manure, feathers, ingesta, trash, garbage, and paper are all example of waste that must be properly removed.

Hand washing and Employee Hygiene

Hand washing is an important part of producing safe food. Remind employees to use soap when washing hands. All hand sinks must be stocked with soap and single-use towels. Clothing should be clean. Sick employees should stay home from work.

Handling Carcasses

As a custom exempt operator, you will likely be handling carcasses either through your own slaughter process or from meat products brought to the plant.

- ▶ All carcasses must be visibly free of fecal matter, dirt, ingesta, hair, milk, bile, or any other contamination.
- ▶ If you accept farm slaughter carcasses, all carcasses must be free of any visible contamination prior to storage or further processing. Contamination should be trimmed, rather than washed off carcasses.

Pest Control

- ☐ Your pest control program must be capable of preventing product adulteration from pests, such as rodents or flies. Preventing entry of these animals into your plant is critical to your operation. Openings (doors and windows) leading to outside or to inedible areas must close effectively and completely fill the opening. Areas inside and outside the establishment must also be maintained to prevent harborage of rodents and insects.

Inedible Material Control

Inedible materials are those by-products of slaughter and processing that cannot be used for human food. These products must be disposed of appropriately. Specifically:

- ☐ Containers supplied by a rendering company must be labeled as inedible and may not be relabeled and used as edible food handling containers.
- ☐ All inedible products must be denatured so that they cannot be used for human food.
- ☐ Inedibles must be disposed of using an approved method for the type of products you have. This may vary by species.

Marking and Labeling Control

Because custom exempt products may not be sold, product labeling is important to ensuring products are not inadvertently sold or combined or co-mingled with other products. Specific requirements include:

- ▶ All custom carcasses and packaged product must be marked "NOT FOR SALE".
- ▶ Livers, hearts, and tongues must also be legibly marked as "NOT FOR SALE" before they leave the kill floor. They must be returned to the owner of that animal or disposed of as inedible material.
- ▶ All custom processed meat must be returned to the owner of the animal or otherwise be denatured.

Records and General Operation

Meat processors must also keep records about their activities and customers. These records are part of general operational procedures used to ensure products are controlled and separate from those produced for sale and/or for individual customers. The following are required:

- ▶ Records, including the number of animals and species, and the owner's names and addresses for each animal. A pre-formatted logbook is available from the MDA if you need assistance with records.
- ▶ Providing adequate separation of retail (for sale) and custom product, if both are present.
- ▶ Smokehouse and cooking records that document cook times and temperatures. This ensures that the custom exempt products are cooked properly and are not adulterated.

For more information:

Contact us at MDA.MeatPoultryEgg@state.mn.us or call 651-201-6300.

Date Submitted: 04-04-23
By: Donna Trehus, Auditor/Treasurer

Consider Approval - Renewal of 25 Year Lease Contract No. DACW37-1-22-0057 (Wildcat) between Army Corps of Engineers and Houston County, Houston County, Mn

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

DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCY
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
LOCATED ON
UPPER MISSISSIPPI RIVER NAVIGATION PROJECT – LOCK AND DAM NO. 8
HOUSTON COUNTY, MINNESOTA

A Portion of Tract Nos. H-110, H-144, H-145, H-147B

THIS LEASE is made on behalf of the UNITED STATES, between the **SECRETARY OF THE ARMY**, acting by and through the Real Estate Contracting Officer, Real Estate Division, U.S. Army Engineer District, St. Paul, hereinafter referred to as the Lessor, and **HOUSTON COUNTY, STATE OF MINNESOTA**, hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in Exhibit A, attached hereto and made part hereof, hereinafter referred to as the Premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said Premises are hereby leased for a term of **Twenty-Five (25) years**, beginning **August 1, 2022** and ending **July 31, 2047**.

2. CONSIDERATION FOR OCCUPANCY

The consideration for this lease is the operation and maintenance of the Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. LEASE ADMINISTRATIVE FEE

- a. Authority: Title 10 USC 2695
- b. The Lessee shall remit the amount of **Five Hundred and No/100 Dollars (\$500.00)** for the term to cover the Government's expense to administer and monitor this contract. This will be a separate payment from that required under the Consideration clause herein.
- c. Any excess funds not expended by the Government for administration of this contract shall be returned to the Lessee.

4. NOTICES

- a. All notices to be given pursuant to this Lease shall be addressed, if to the Lessee, to:

**County Auditor-Treasurer
Houston County
304 South Marshall Street
Caledonia, Minnesota 55921**

and if to the United States, to:

**U.S. Army Corps of Engineers - St. Paul District
332 Minnesota Street, Suite E1500
ATTN: Real Estate Division
St. Paul, Minnesota 55101-1323**

or as may from time to time otherwise be directed by the parties.

- b. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

5. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army", "Real Estate Contracting Officer", "Lessor", "said officer", or "Chief, Real Estate Division" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, licensees, assignees, transferees, successors, and their duly authorized representatives.

6. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as Exhibit B which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees. No later than March 1st, the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

- a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sublessees.
- b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.
- c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.

d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased Premises.

e. Budget of the Lessee for carrying out all activities for the upcoming year.

f. Personnel to be used in the management of the leased Premises.

g. Annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the condition on NON-DISCRIMINATION, noting any deficiencies and providing a schedule for correction.

The use and occupation of the Premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer. During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the Premises and the Lessee may provide comments.

7. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the Premises as may be necessary to furnish the facilities and services authorized. However, no structures may be erected or altered upon the Premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Lessor. The Lessor may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

8. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal and state standards. The Lessee and Lessor acknowledge there are no water or sanitary systems on the Premises as of lease execution. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

9. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

10. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the Real Estate Contracting Officer. The Lessee will not allow any third-party activities with a rental to the Lessee or process to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and process charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar good and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions with this lease.

11. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Lessor, the Lessee shall neither transfer nor assign this lease nor sublet the Premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the Premises. The Lessee will not subdivide nor develop the Premises into private residential development.

12. FEES

Fees may be charged by the Lessee for the entrance to or use of the Premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

13. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the Premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the Premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Lessor. The Lessee shall provide an annual statement of receipts and expenditures to the Lessor. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Lessor shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Lessor with the results of such an audit.

14. PROTECTION OF PROPERTY

Subject to any applicable limitations under the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease. Subject to any applicable limitations under

the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Lessor, or, at the election of the Lessor and subject to available appropriations for Lessee, reimbursement may be made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Lessor.

15. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the Premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

16. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Lessor shall be installed and maintained by and at the expense of the Lessee.

17. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sublessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies' contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, or a minimum combined Single Limit of Amount Non-State Park Lease 23 November 1998 6 (Each Occurrence is \$1,000,000.00 with a General Aggregate of \$2,000,000.00), whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the Real Estate Contracting Officer every three years or upon renewal or modification of this lease.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the Premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

18. RESTORATION

On or before the earlier of expiration, revocation or termination date of this lease, the Lessee shall remove the property and improvements of the Lessee, except any property whose non-removal has been agreed to by the Lessor, vacate the Premises, and restore the Premises to a condition satisfactory to the Lessor. If, however, this lease is revoked, the Lessor may designate a reasonable time period for compliance with this condition. If the Lessee shall fail or neglect to remove said property and restore the Premises after notice and a reasonable cure period, then, at the option of the Lessor, (a) title to said property shall revert to the United States without compensation therefor, or (b) the Lessor may cause the property to be removed. No claim for damages against the United States or its officers or agents shall be created by or made on account of such reversion, removal and restoration. Subject to available appropriation, The Lessee shall also pay the United States on demand any sum which was expended by the United States after the expiration, revocation, or termination of this lease in restoring the Premises.

19. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased Premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assignees.

20. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Lessor, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Lessor.

21. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Lessor will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the Premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

22. COMPLIANCE, CLOSURE, REVOCATION AND RELIQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged all the times with full knowledge of all of the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance in the event the Lessee violates any of the terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a reasonable period of time in which to correct any substantial or persistent non-compliance within the specified time is grounds for closure of all parts of the Premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the Premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on **NOTICES**.

23. HEALTH AND SAFETY

a. The Lessee shall keep the Premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the Premises in such a manner.

b. In addition to the rights of termination for non-compliance, the Lessor, upon discovery of any hazardous conditions on the Premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the Premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected, the Lessor will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee, subject to available appropriations; or, (2) revoke the lease. The Lessee and its sublessees or licensees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

24. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the Premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the Premises and provide safety and security to the visiting public.

25. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Lessor.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating

beverages on the Premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

26. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

27. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. § 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to the lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payment that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

c. (1) A claim by the Lessee shall be made in writing and submitted to the said officer for a written decision. A claim by the Government against the Lessee shall be subject to written decision by the said officer.

(2) For Lessee claims exceeding \$50,000, the Lessee shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and

(iii) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by:

(i.) A senior company official in charge at the Lessee's location involved; or

(ii) An officer or general partner of the Lessee having overall responsibility of the conduct of the lessee's affairs.

d. For Lessee claims of \$50,000 or less, the said officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$50,000, the said officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The said officer's decision shall be final unless the Lessee appeals or files as suit as provided in the Act.

f. At the time a claim by the lessee is submitted to the said officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the said officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the said officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal or action arising under the lease, and comply with any decision of the Real Estate Contracting Officer.

28. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, or interstate or governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources, subject to Lessee's obligations under Minnesota law and available appropriations.

c. The Lessee must obtain approval in writing from the Lessor before any pesticides or herbicides are applied to the Premises.

29. ENVIRONMENTAL SITE ASSESSMENT

An environmental site assessment documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit C. Upon expiration without subsequent renewal of this lease, and subject to Lessee's available appropriations, another environmental site assessment shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the Lessor in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

30. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Premises, the Lessee shall immediately notify the Lessor and protect the site and the material from further disturbance until the Lessor gives clearance to proceed.

31. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the Lessor, all soil and water conservation structures that may be in existence upon said Premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Lessor.

32. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the Premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the Premises for security purposes, if authorized by the Lessor.

33. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, subject to available appropriation, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

34. OFFICIALS NOT TO BENEFIT

No Member or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of the list or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general public of such corporation or company.

35. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modifications of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

36. DETERMINATION REGARDING EXECUTIVE ORDER 13658

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

a. Executive Order 13658. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions.

b. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract starting January 1, 2023, shall be \$12.15 per hour. The minimum wage shall be adjusted each time the Secretary of Labor’s annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Orders beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due

under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

a. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

b. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR Part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR Part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

c. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

d. Nothing herein shall relieve the contractor of any obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.35 (or the minimum wage as established each January thereafter) to any worker.

e. Payroll Records.

(1) The contractor shall make and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representative of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s).

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR Part 10 and this contract, and in the cause of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

f. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

g. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

h. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

i. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR Part 10, or has testified or is about to testify in any such proceeding.

j. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

k. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

l. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

37. DETERMINATION REGARDING EXECUTIVE ORDER 13706

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in

particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost be reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;

(ii) The employee's occupation(s) or classifications(s);

- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours

worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use their paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of other documentation provide to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives

38. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat.1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344.

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this _____ day of _____, 2023.

Kevin Sommerland
Chief, Real Estate
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this _____ day of _____, 2023.

Dewey Severson, Chairman

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the county and state, on this _____ day of _____, 20____, within my jurisdiction, the within named _____, who acknowledged that he is _____ of _____, and that for and on behalf of the said company, and as its act and deed she/he executed the above and foregoing instrument after having been duly authorized by said company so to do.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

Exhibit A

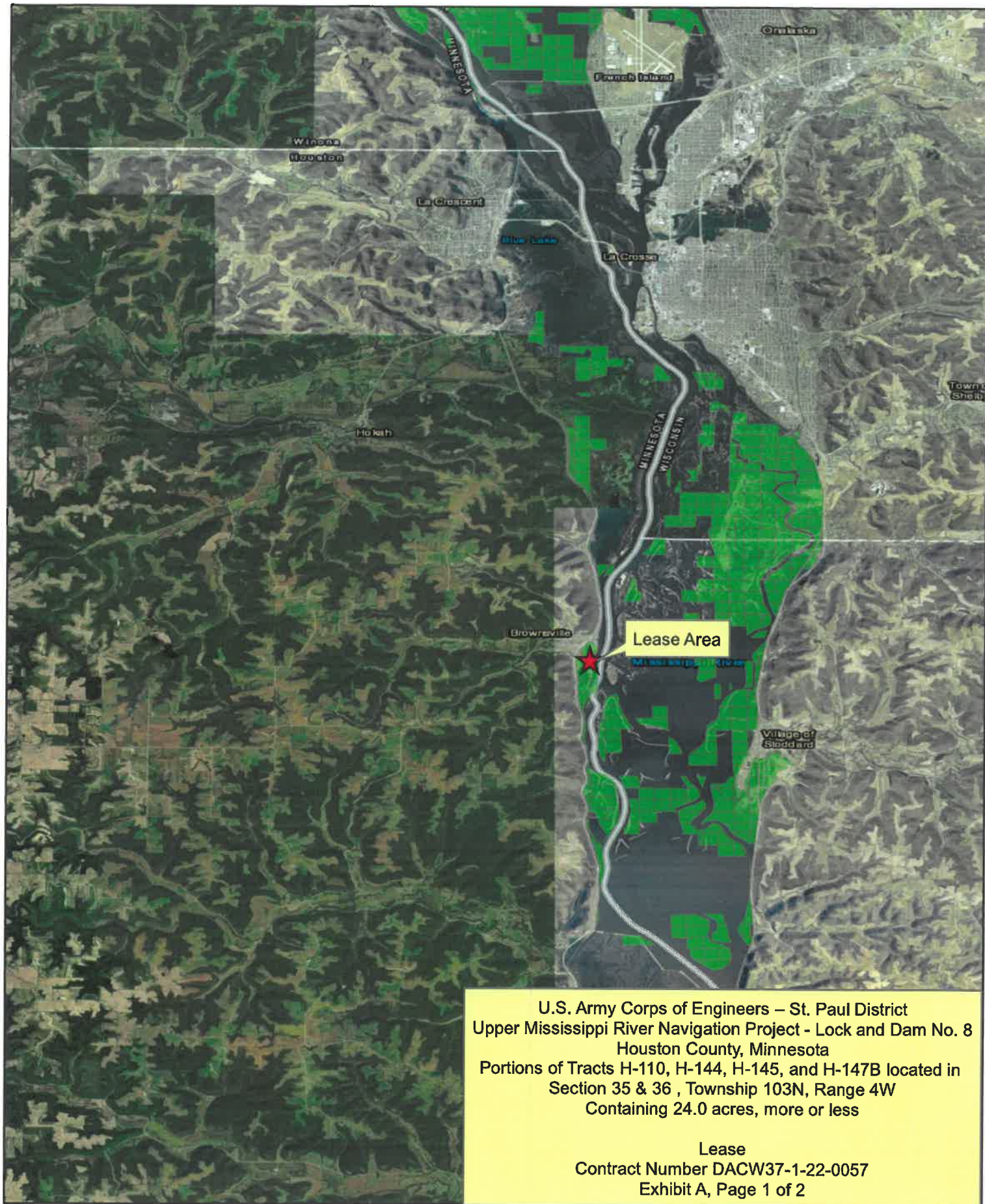


Exhibit A

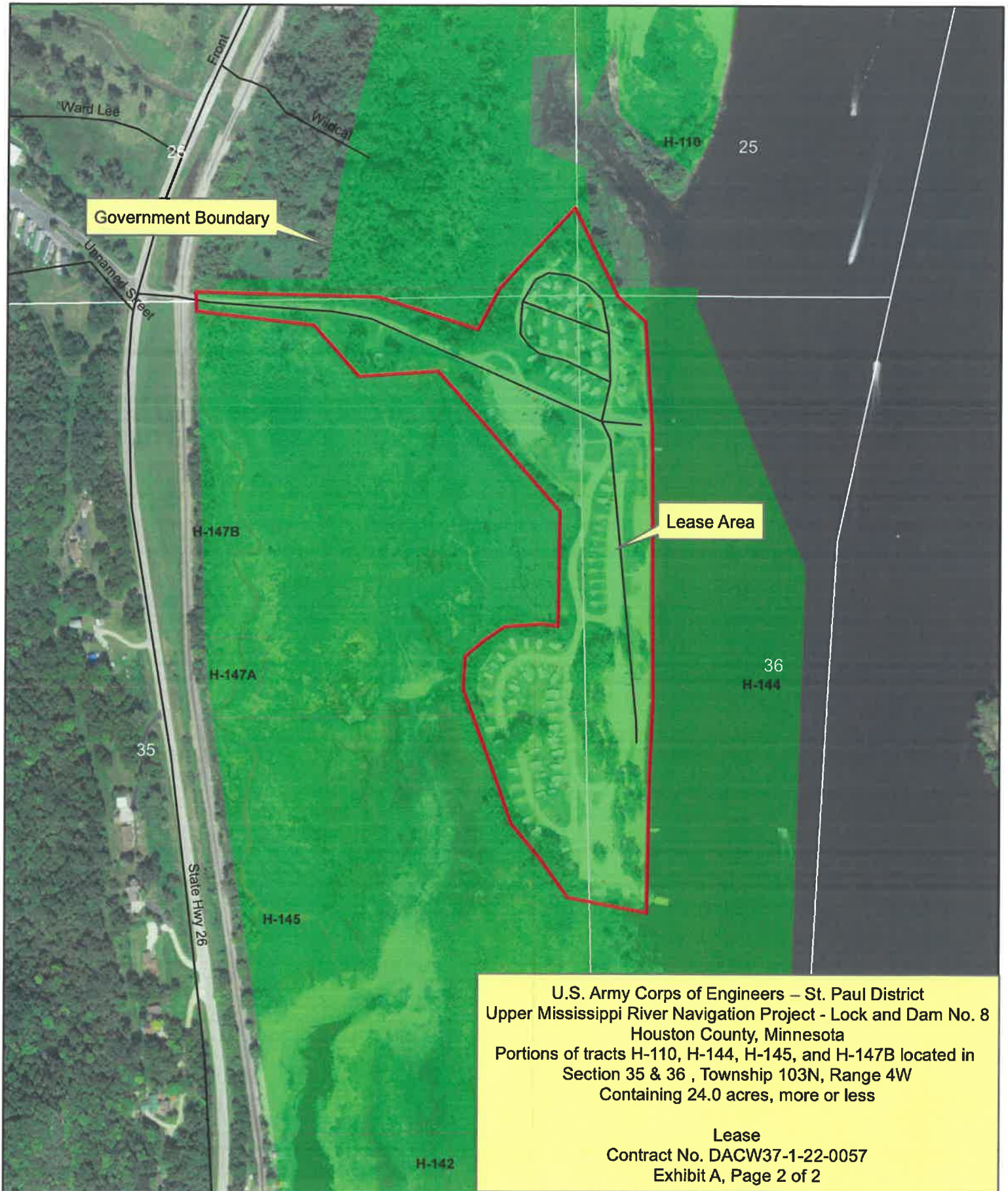


Exhibit B

Wildcat Park and Landing

25 Year Facility Maintenance and Development Plan



Updated: March 17, 2023

Executive Summary

Wildcat Park and Landing is located just south of Brownsville, MN and is leased by Houston County from the United States Army Corps of Engineers. The Park features 94 campsites, 3 picnic shelters, 2 boat landings, and one fishing pier. At the entrance to the park, there is an Office area for the park manager and vehicle registration. This area also has restrooms, showers, camper dump station, boat landing and a parking lot.

Campsites at the park includes 35 seasonal sites, 51 daily electric sites, and 8 primitive daily sites. The seasonal and daily sites are served with electric and potable water supply. There are portable toilets in the south end of the park across from Shelter #2 for use during the summer months, along with a playground area. Three picnic shelters are located within the park, with each shelter having picnic tables and electricity for the users. There is also a water supply spigot near the shelters. Two boat landings are also located within the park. The primary landing has two boat ramps and a dock that is located near the park entrance. The South boat landing is a secondary landing and is used by smaller boats. Near the south ramp, there is a fishing pier.

This 25-year facility maintenance and development plan represents the major maintenance and development goals for Wildcat Park & Landing.

Long-Term Maintenance and Development

Building and facilities goals for Wildcat Park & Landing include:

- Provide buildings and facilities for the safe use and enjoyment of park visitors.
- Maintain existing park infrastructure.
- Provide buildings and facilities that are compatible with the park's natural resources.
- Provide facilities that are accessible to all.

The Houston County Parks Committee recommends that the portable toilets across from Shelter #2 are replaced with permanent restroom facilities. This work is anticipated to take place within the next five years, once funding is secured for these improvements.

Maintaining and rehabilitating the park's road system to provide access to the campground, picnic area, and boat launches is a key component to the operation of the park. The pavement condition for the park's entrance is deteriorating and will require resurfacing within the next five years and will be completed once funding is secured.

Maintaining and rehabilitating the park's buildings and small structures is critical to the long-term operation of the park. The main office, storage sheds, and picnic shelters/pavilions were constructed several decades ago and it is anticipated they will need repairs within the next 25 years. Main office building improvements would be general inside remodeling. The storage sheds used for maintenance equipment and tool storage would either be remodeled with new siding or be replaced with new sheds. The picnic shelters/pavilions and concrete pads are anticipated to be replaced with new structures of similar size and location. None of these improvements are anticipated to take place within the next ten years.

Houston County follows the Americans with Disabilities Act to make public facilities accessible. All new development follows the building and facilities guidelines. Future improvements at the park include upgrading existing facilities to meet current federal guidelines.

The existing water, electrical, and telephone systems are an important component to the overall operation of the campground. While there are no improvements planned for these systems, routine maintenance will be addressed as needed, along with potential future upgrades to address changing infrastructure, codes, and technology.

REPORT OF AVAILABILITY
PART B – GEOTECHNICAL AND GEOLOGICAL CONSIDERATIONS
Mississippi River's Wildcat Campground and Boat Landing, Brownsville, Minnesota

12. **The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Environmental Condition of Property (ECP), in conformance with ER 200-2-3 and other applicable environmental laws or regulations.**

- ☒ An Environmental Condition of Property (ECP) has been conducted and no HTRW substances or petroleum products were identified as released, stored or disposed on the property in the threshold quantities. Copy is attached.
- ☐ An ECP has been conducted which indicates HTRW substances or petroleum products were released, stored or disposed on the property or in the facility in the threshold quantities. The CERCLA notice should be included in the outgrant document. Copy is attached containing the details. **Choose one:**
- ☐ a. Remedial actions have been taken so that the property is considered safe for proposed use.
- ☐ b. Remedial actions have not been taken. Provide details and justification for outgranting in the current condition.
- ☐ An ECP Report has not been prepared because environmental risks are minor (easements, licenses, permits, use agreements); however, an internal records check was conducted and an on-site physical inspection of the proposed outgrant area did not indicate evidence of the storage, release, or disposal of HTRW.

13. **Real Property Contaminated With Ammunition, Explosives or Chemicals:**

- ☒ Not Applicable
- ☐ The property has been decontaminated using the most appropriate technology consistent with the proposed use of the property.
- ☐ Transfer is to another Federal agency for compatible use of surface de-contaminated real property, subject to the following limitations, restrictions and prohibitions concerning the use of the property, to ensure personnel and environmental protection:
- ☐ Access rights are reserved to implement any monitoring plan.
- ☐ Coordinated with HQDA, DACW-SF and DAMO-SWS attached with the Land Disposal Site Plan (LDSP). Reference AR 385-64 "U.S. Army Explosives Safety Program."

14. **Resource Conservation Recovery Act (RCRA) management of hazardous waste:**

- ☒ The applicant will not generate hazardous waste or will not treat, dispose or store waste defined by EPA as a listed waste having the following characteristics: corrosively, ignitability, reactivity, or toxicity.
- ☐ The applicant will generate hazardous waste or will produce waste defined by EPA as a listed waste having the following characteristics: corrosively, ignitability, reactivity, or toxicity.
- Choose the appropriate:**
- ☐ a. The applicant is a Conditionally Exempt Small Quantity Generator (CESQG)
- ☐ b. The applicant is a Small or Large Quantity Generator and has obtained a hazardous waste identification number from the EPA and/or, if applicable, the State.
- ☐ c. The applicant has established records, waste management requirements and has met storage requirements. If not, explain:

15. Underground Storage Tanks (UST)/Other Storage Tanks:

- ☐ There are no USTs on the property and the applicant will not be installing tanks.
- ☐ There are no above ground storage tanks for fuel or other regulated substances and the applicant will not be installing tanks.
- ☒ There are USTs on the property and/or the applicant will be installing tanks.
- ☒ Yes ☐ No Existing tanks are in compliance with current laws and regulations
- ☐ Yes ☐ No Construction of proposed tanks has been certified for such compliance.
- ☐ There are above ground storage tanks for fuel or other regulated substances on the property and/or the applicant will be installing tanks.
- ☐ Yes ☐ No Existing tanks are in compliance with current laws and regulations
- ☐ Yes ☐ No Construction of proposed tanks has been certified for such compliance

16. Additional Comments:

This project is a lease for a campground complex that includes 35 Seasonal, 50 Electric and 8 primitive camp sites. There are also 2 boat launches, 3 picnic shelters, 2 restroom/shower facilities and an office building. Septic waste and grey water from the shower facilities and dump station is collected in concrete holding tanks and is pumped out as needed. The office building has a 1,000-gallon concrete septic tank draining into an 800-gallon drywell that drains into a drain field. This was installed in 1981. The drain field would present a direct source of potential contamination to the environment. While not likely, if/when this facility is replaced, consideration should be given to evaluate for potential contamination. The same thought would apply to any of the concrete vaults listed above. Otherwise, there appear to be no issues with hazardous wastes or materials at the project.

- 17. ☒ Environmental requirements have been reviewed by an Environmental Professional and have ensured no extraordinary circumstances were discovered that would trigger a more detailed environmental review under CERCLA/RCRA.**

18. DATE:

**SIGNATURE of District
Environmental Professional
NAME:
OFFICE:**

**ZACHARIAS.KUR
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