

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: April 11, 2023

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present:

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, Engineer Brian Pogodzinski, Environmental Services Director Martin Herrick, Human Resources Director Theresa Arrick-Kruger, Deputy Auditor/Treasurer Nikki Konkel, Deputy Auditor/Treasurer Heidi Lapham, Financial Assistance Supervisor Karen Kohlmeyer, Amanda Bennett, Amber Miller, Steve Goetzinger, Jill Reed, Jason Reed, Mitch Seekamp, Steve Skifton, Dave Rask, Jeff Adamson, Trish Nesler, and Jason Wiebke

Presiding: Chairperson Severson

Call to order.

Pledge of Allegiance.

Prior to any motions being made Commissioner Johnson said Engineer Pogodzinski had asked that Action Item No. 4 be removed from the agenda. Motion was made by Commissioner Johnson, seconded by Commissioner Schuldt, motion unanimously carried to approve the agenda with the change.

Motion was made by Commissioner Myhre, seconded by Commissioner Burns, motion unanimously carried to approve the Board Meeting Minutes from April 4, 2023.

Public Comment:

Steve Skifton said he was from outside Houston Township. He said he wanted to bring up something for the Commissioners to consider. Skifton said Greater Minnesota was frustrated that their voice was not being heard. He said some proposed legislation would penalize law abiding citizens. He said there were sheriff's who did not want to enforce the new proposed rules. Skifton said some counties were becoming Second Amendment dedicated counties. He said the Minnesota Gun Owners Caucus had a website with information and resolutions that other Counties had passed. He encouraged the Commissioners to visit the website and consider passing a Second Amendment resolution.

Jill Reed said she would like to see support for the bipartisan Safer Communities Act of 2021. She said there was money for states that passed the act. Reed said when someone was having a mental health crisis their mind was not clear. She said they should not be punished and sent to jail, but instead they should receive treatment. Reed said she supported treatment instead of putting people in jail. Reed said when a gun was sold a trigger lock should also be sold with it for safety purposes.

Jason Reed said he was from Money Creek. He said he wanted to show support for what Skifton had said. He said he supported no gun control.

Trish Nesler said she was a resident of Money Creek. She said she was a mother, woman, and small business owner. She said she supported no gun control. She said the Second Amendment right was “important to protect our families”.

APPOINTMENTS

None.

CONSENT AGENDA

Motion by Commissioner Burns, seconded by Commissioner Schuldt, motion unanimously carried to approve the consent agenda.

- 1) Change the employment status of Lead Social Worker, Erin Cognac from probationary to regular, effective 4/27/2023.
- 2) Accept the resignation of Nicole Karl, Child Support Enforcement Aide, effective the end of the business day 04/13/2023.
- 3) Change the employment status of Administrative Assistant, Lauren Felten from probationary to regular, effective 4/24/2023.
- 4) Reassign Steven Garrett as a 1.0 FTE probationary Lieutenant, C44 step 9, effective 4/23/2023.
- 5) Initiate a competitive search for a 1.0 FTE Deputy Sheriff.

ACTION ITEMS

File No. 1 – Commissioner Myhre moved, Commissioner Burns seconded, motion unanimously carried to approve a contract with Dynamic Lifecycle Innovations.

File No. 2 – Commissioner Burns moved, Commissioner Myhre seconded, motion unanimously carried to apply for the 2023 State of MN Boat and Water Safety Grant.

File No. 3 – Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve an agreement from MnDOT to approve advance construction for

project SP 028-616-006 and SP 028-070-010 and approve Resolution No. 23-14 MnDOT Agency Agreement for Federal Participation in Advance Construction. See resolution below.

RESOLUTION NO. 23-14

MnDOT AGENCY AGREEMENT FOR FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION

April 11, 2023

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Houston County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Houston County Board Chair and the Houston County Auditor-Treasurer are hereby authorized and directed for and on behalf of Houston County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation MnDot Contract Number 1052544,” a copy which said agreement was before the County Board and which is made a part hereof by reference.

File No. 4 – This item was removed from the agenda.

File No. 5 – Commissioners discussed with Pogodzinski the possibility of renting the airport land for the 2023 growing season. Construction of the taxiway was likely to begin in the summer or early fall. Commissioners discussed what would happen if crops on the rented land were disturbed due to construction. Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve renting the land for \$120 dollars per acre. If crops needed to be disturbed due to construction the renter would be reimbursed for the rent cost of \$120 per acres disturbed. The renter would not be reimbursed the cost of the actual crops.

File No. 6 – Commissioners discussed approving the Wildcat Park manager for the 2023 camping season. Pogodzinski said that the contract was still currently being worked on, but that there was a top candidate that the parks committee and Human Resources Director Kruger were working with on the contract. Pogodzinski wanted to start getting the top candidate familiar with the campground and show her around, as the campground was set to open on May 1, 2023. Amber Miller was the top candidate. She had set up an LLC called Fireside Management LLC. Commissioner Myhre said the contract should have been completed as the Parks Committee had worked on it for several hours the week before, and they had all the information they needed from the top candidate. Kruger said the contract was not yet complete due to the holiday weekend and needing time to work on the contract and confirm the information. Commissioner Johnson moved to approve Amber Miller and her partner Steve Goetzinger as the Wildcat Park manager for the 2023 camping season pending that the contract be completed and approved. The

motion failed three to two. The Commissioners voted by roll. Commissioners Johnson and Myhre voted yes. Commissioners Severson, Burns, and Schuldt voted no. After the vote the Commissioners discussed having a special meeting to approve the Wildcat Park manager contract. It was the general consensus of the Commissioners to approve the contract at the next regular board meeting on April 25th, 2023. Kruger said that she would work on the contract and that she did not need help with it.

File No. 7 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to adopt Resolution No. 23-15 Resolution Authorizing Houston County Staff to Execute All Necessary Documents to Ensure Houston County Participation in the Multistate Settlements Relating to Opioid Supply Chain Participants, and in the Minnesota Opioids State-Subdivision Memorandum of Agreement. Commissioner Burns asked when the payouts would be coming. Auditor/Treasurer Trehus said the payouts would take place over a period of years as follows: Teva 2023-2035, Allergan 2023-2029, Walgreens 2023-2036, and Walmart 2023-2038 (bonuses paid out 2025). See resolution below.

Resolution 23-15

Resolution Authorizing Houston County Staff to Execute All Necessary Documents to Ensure Houston County Participation in the Multistate Settlements Relating to Opioid Supply Chain Participants, and in the Minnesota Opioids State-Subdivision Memorandum of Agreement.

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against opioid supply chain participants related to the opioid crisis; and

WHEREAS, the Minnesota Attorney General has signed on to multistate settlement agreements with several opioid supply chain participants, but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts; and

WHEREAS, there is a deadline of April, 18 2023, for a sufficient threshold of Minnesota cities and counties to sign on to the above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by not only that city or county but by all Minnesota cities and counties from the settlement funds; and

WHEREAS, representatives of Minnesota's local governments, the Office of the Attorney General, and the State of Minnesota have reached agreement on the intrastate allocation of these settlement funds between the State, and the counties and cities, as well as the permissible uses of these funds, which will be memorialized in the Minnesota Opioids State-Subdivision Memorandum of Agreement, as amended (the "State-Subdivision Agreement"); and

WHEREAS, the State-Subdivision Agreement creates an opportunity for local governments and the State to work collaboratively on a unified vision to deliver a robust abatement and remediation plan to address the opioid crisis in Minnesota;

NOW, THEREFORE, BE IT RESOLVED, Houston County supports and agrees to the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, Houston County supports and opts in to all future multistate settlement agreements with opioid supply chain participants; and

BE IT FURTHER RESOLVED, Houston County authorizes Houston County staff to execute all necessary documents to ensure Houston County participation in the multistate settlement agreements, including the Participation Agreement and accompanying Release, and in the State-Subdivision Agreement.

File No. 8 – Wagner said Kelsey and Raymond Anderson owners of Affogato Lane Coffee Company were requesting an EDA loan. The business had started out of a coffee truck, and would soon be expanded to a brick and mortar business located at 28 N. Walnut Street in La Crescent. Funds would be used for equipment and renovating the building. The Economic Development Authority (EDA) had unanimously voted to recommend that the County Commissioners approve the loan. Commissioner Johnson moved, Commissioner Schuldt seconded, motion unanimously carried to approve a \$30,000 loan to Affogato Lane Coffee Company at the 2023 set rate 3.5% for seven years from the County’s Revolving Loan Fund.

File No. 9 – Wagner said Michelle and Paul Gulbranson owners of Western Son LLC had purchased two lots from the Spring Grove EDA in the Spring Grove industrial park. They were requesting an EDA loan to help construct a building in the lot for their trucking business. They currently hauled for other local businesses including Sno Pac Foods and Spring Grove Bottling Works. The EDA had unanimously voted to recommend that the County Commissioners approve the loan. Commissioner Johnson moved, Commissioner Burns seconded, motion unanimously carried to approve providing a \$40,000 loan to Western Son LLC at the 2023 set rate 3.5% for ten years from the County’s Revolving Loan Fund.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended. These included a WINLAC, Semcac, and Land Use Committee meeting.

Commissioner Johnson said Schneider had recently done flyovers to take photos. Originally the County had planned on getting a six inch resolution on the photos, but for an additional cost Schneider was offering to do three inch resolutions. The three inch resolutions would be an additional \$17,000. The original contract was \$56,000. The larger resolution would be helpful to various County departments including the Assessor’s and Zoning offices. It was the general consensus of the Commissioners to make a counter offer to Schneider of \$64,500 for the three inch resolutions. If Schneider did not agree to the counter offer the County would stick with the original \$56,000 plan.

There being no further business at 10:13 a.m., a motion was made by Commissioner Burns, seconded by Commissioner Severson motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on April 18, 2023.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Dewey Severson, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: April 18, 2023

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present:

Finance Director Carol Lapham, Reporter Rachel Stock, Auditor/Treasurer Donna Trehus, Human Resources Director Theresa Arrick-Kruger, Sheriff Brian Swedberg, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Deputy Auditor/Treasurer Mark Bennett, Environmental Services Director Martin Herrick, Zoning Administrator Amelia Meiners, Attorney Samuel Jandt, Public Health and Human Services Director John Pugleasa, Surveyor Eric Schmitt, TKDA Senior Transportation Planner Samantha McKinney, TKDA Program Director Strategic & Community Partnerships Jeannine Clancy, TKDA Planner Evan Monson, District Outreach Representative for Congressman Brad Finstad, Keith Allen, and Matt Klug

Board Workgroup Session

Call to order.

District Outreach Representative Keith Allen introduced himself to the board. He said he represented Congressman Brad Finstad. Allen said Finstad was a farmer and was working on the farm bill. He told the Commissioners to reach out to their office if they needed assistance.

Staff from TKDA presented the comprehensive land use plan draft to the Commissioners. TKDA Program Director Jeannine Clancy said TKDA had been working with Commissioners Johnson and Severson along with County staff to finalize the draft. TKDA reviewed with the Commissioners previous community engagement that had been conducted and said the next step would be for the draft to be released to the public. The public would then have an opportunity to review the draft and offer additional feedback. This would be phase two of community engagement. Public comments could be received on the draft from April 25-June 13th 2023. A public hearing was tentatively planned for June 13th, 2023, to review the final draft, and would take place during the regular board meeting that day.

Commissioners discussed the possibility of adopting a resolution relating to the second amendment. Sheriff Swedberg said of the resolutions he had seen he preferred the resolution Faribault County had recently passed. Attorney Jandt said he would review any proposed

resolutions. Commissioner Johnson said people in the County had brought up the idea of the County passing a second amendment resolution.

Surveyor Schmitt said he had declined an upgrade to three inch resolutions on photos as there had been some confusion on the amount of the upgrade. Schmitt said they would stay with the six inch resolutions like had been used in the past. Six inch resolutions had been approved on May 10, 2022 in the amount of \$77,620.

Attorney Jandt discussed a future updated airport contract with the Commissioners. Commissioner Burns said the topic had come up because someone had recently purchased an airport hanger. He said he thought the new owner should still be under the old lot lease agreement, as the County had not yet adopted a new agreement. Commissioner Burns said the agreement should not be changed until everyone's changed as they would all expire at the same time. Commissioner Johnson agreed that the current rules should stay in place until the current contract was up. Commissioner Burns asked Jandt to work on the new contract, so it would be ready when the current contract expired.

Sheriff Swedberg updated the Commissioners on several topics. He said he had received an official letter from Winona County saying they would be terminating their contract with Houston County for jail services on October 1st of 2023. Swedberg said the jail committee had met and determined some ways to save money in the absence of the Winona contract. Two vacant jailer staff positions at the County would not be filled and one lead jailer had voluntarily went to part time. Houston County would also save money on meals by not needing to provide meals for the Winona contract. Swedberg said they were currently looking into other more local meal options for jail inmates. He thought this would save the County money. He said with the savings mentioned the jail would still be in the negative by about \$7,000. Swedberg said the Winona contract was a minimum of 15 beds at \$60.00 per day. The contract brought in a minimum of \$328,500. He and Jail Administrator Ott had found approximately \$321,500 in savings thus far. They would continue to work to find savings.

Swedberg told the board Emergency Management Director Mark Olson had recently been notified that the north part of Shore Acres would be closing due to flooding. Some residents of Shore Acres were voluntarily evacuating due to flooding. Roughly 58 households could be temporarily displaced.

Swedberg told the board he was not sure how the Sheriff's office would be able to enforce a no wake zone near Shore Acres if it was created. He said they did not have the manpower to enforce the no wake zone.

Swedberg said he was communicating with Vernon County regarding a Joint Powers Agreement to work together on boat patrol.

Swedberg said he would like to hire two 67 temporary employees. One would be for boat patrol and the other would be to fill in for deputies. He said there were grant funds to help pay an

employee for boat patrol. He also said hiring a temporary employee would be more cost effective than paying a current employee overtime to fill in.

Commissioner Burns said he would look into a grant opportunity for Houston County that he had first heard about at an HRA meeting. The grant could require a County match if awarded. It could be used to help with housing needs in the County.

Commissioner Severson said the Wildcat Park manager contract would be ready soon. Commissioner Johnson said he was confused by the vote the week prior when he had motioned to approve the top candidate, Amber Miller, as the park manager pending the contract be completed and approved. Commissioner Burns said he did not want to approve something without seeing the contract first. Commissioner Johnson asked if there was more information that had come up after the top candidate had been selected. Commissioner Severson said there had been some concerns, but from his perspective those concerns had been taken care of.

Commissioner Johnson said the County Attorney was supposed to be in charge of contract writing. He said Attorney Jandt should be writing contracts. He said currently Human Resources Director Kruger was writing contracts and it was taking away from her HR duties. Commissioner Burns said that some contracts were taking considerable time to complete. Commissioners discussed other contracts that had taken time complete such as the airport contract. Commissioner Johnson said he thought the Human Resources Director job duties should be relooked at, and possibly changed to not include contract writing. Commissioner Severson said he thought the County should look into hiring an administrator. He said the administrator could assist with contract writing. Commissioner Severson said several cities within the County had administrators and the Cities were smaller than the County as a whole. Commissioner Johnson said this was something that could possibly be looked at in the future, but that the County did have many department heads.

Commissioner Burns said he could speak with St. Mary's Parish and School about the possibility of leasing their parking lot for around 30-40 cars when the County's parking lot was under construction. He said this had been done before during past projects. Commissioner Johnson said the board could encourage County workers to use the St. Mary's parking lot so that the public could use the available limited County parking lot slots during the construction. The Commissioners discussed the County vehicles being parked in the St. Mary's lot during the construction period.

Commissioner Severson asked the personal committee to look into a possible banding change for two County positions.

The meeting ended at 10:57 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Dewey Severson, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

HOUSTON COUNTY AGENDA REQUEST FORM

Date Submitted: 04.25.23

By: Donna Trehus, Auditor/Treasurer

Consent Agenda:

Consider approving the Annual Minnesota Lawful Gambling Application LG214 for Caledonia Sno-Gophers Snowmobile Club for gambling activities to be conducted at Shellhorn Enterprises LLC D/B/A Shellhorn Bar and Grill in Brownsville Township.

Reviewed by:

____ **HR Director**

____ **Finance Director**

____ **IS Director**

____ **County Attorney**

____ **Environmental Svcs**

____ **County**

____ **Sheriff**

____ **County**

____ **Engineer**

____ **XX**

____ **Other**

____ **Other**

____ **(indicate**

____ **dept)**

____ **Brownsville
Township**

____ **Auditor/Treasurer**

Recommendation:

Decision:

LG214 Premises Permit Application**Annual Fee \$150 (NON-REFUNDABLE)****REQUIRED ATTACHMENTS TO LG214**

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

Mail the application and required attachments to:Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113**Questions?** Call 651-539-1900 and ask for Licensing.**ORGANIZATION INFORMATION**Organization Name: Caledonia Sno-Gophers Snowmobile ClubLicense Number: [REDACTED]Chief Executive Officer (CEO) Rick VoshartDaytime Phone: [REDACTED]Gambling Manager: Jeni BurgDaytime Phone: [REDACTED]**GAMBLING PREMISES INFORMATION**Current name of site where gambling will be conducted: Shellhorn Enterprises LLCRV

List any previous names for this location:

Shellhorn Bar and GrillShellhorn RoadhouseStreet address where premises is located: 12668 State Hwy. 26

(Do not use a P.O. box number or mailing address.)

City: **OR** Township:Brownsville

County:

Houston

Zip Code:

55919

Does your organization own the building where the gambling will be conducted?

☐

Yes

☒

No

If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?

☐

Yes

☒

No

☐

Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?

☒

Yes

☐

No

☐

Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTABank Name: Merchants BankBank Account Number: [REDACTED]Bank Street Address: 1 Sprague SquareCity: CaledoniaState: MNZip Code: 55921**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

Address (Do not use a P.O. box number):

City:

State: Zip Code:

MNMNMN

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION**CITY APPROVAL
for a gambling premises
located within city limits****COUNTY APPROVAL
for a gambling premises
located in a township**

City Name: _____

County Name: Houston

Date Approved by City Council: _____

Date Approved by County Board: _____

Resolution Number: _____
(If none, attach meeting minutes.)Resolution Number: _____
(If none, attach meeting minutes.)

Signature of City Personnel: _____

Signature of County Personnel: _____

Title: _____ Date Signed: _____

Title: _____ Date Signed: _____

**Local unit of government
must sign.**

TOWNSHIP NAME: _____

Complete below only if required by the county.

On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)

Print Township Name: BrownsvilleSignature of Township Officer: [Signature]Title: Chairman Date Signed: 4/11/13**ACKNOWLEDGMENT AND OATH**

- I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
- The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
- I have read this application and all information submitted to the Board is true, accurate, and complete.
- All required information has been fully disclosed.
- I am the chief executive officer of the organization.
- I assume full responsibility for the fair and lawful operation of all activities to be conducted.
- I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
- Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.
- I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.
- I understand the fee is non-refundable regardless of license approval/denial.

Signature of Chief Executive Officer (designee may not sign) _____**Date** _____

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public

information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;

Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; Individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.

An equal opportunity employer

RESOLUTION NO. 23-20

**MINNESOTA LAWFUL GAMBLING PERMIT APPROVAL
CALEDONIA SNO-GOPHERS SNOWMOBILE CLUB**

April 25, 2023

BE IT RESOLVED, the Houston County Board of Commissioners does hereby approve the Minnesota Lawful Gambling Application LG214 for Caledonia Sno-Gophers Snowmobile Club for gambling activities to be conducted at Shellhorn Enterprises LLC D/B/A Shellhorn Bar and Grill in Brownsville Township.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated April 25, 2023.,

WITNESS my hand and the seal of my office this 25th day of April 2023.

(SEAL)

Donna Trehus, Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM**

Date Submitted: 04.25.23

By: Donna Trehus-Auditor-Treasurer

Consent Agenda:

Consider approving Combination On/Off Sale and Sunday Liquor License for Shellhorn Enterprises, LLC d/b/a Shellhorn Bar and Grill (New Owners- Jennifer Meindel/Brandon Ranzenberger) which will expire on 6/30/23.

License will be prorated to June 30, 2022 and will be renewed as of July 1, 2023.

LICENSE PREVIOUS NAME:

Formally (Denstad Enterprises Inc. d.b.a. Shellhorn Roadhouse)

12668 State 26

Brownsville, MN 55919

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



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
444 Cedar St., Suite 222, St. Paul, MN 55101-5133
(651) 201-7507 FAX (651) 297-5259 TTY (651) 282-6555
WWW.DPS.STATE.MN.US



APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE

No license will be approved or released until the \$20 Retailer ID Card fee is received

Workers compensation insurance company Name NA

Policy # NA

Licensee's MN Sales and Use Tax ID # _____

To apply for a MN sales and use tax ID #, call (651) 296-6181

Licensee's Federal Tax ID # _____

If a corporation, an officer shall execute this application If a partnership, a partner shall execute this application.

Licensee Name (Individual, Corporation, Partnership, LLC) <u>Shellhorn Enterprises, LLC</u>	Social Security # _____	Trade Name or DBA <u>Shellhorn Bar and Grill</u>
License Location (Street Address & Block No.) <u>126108 State 26</u>	License Period From <u>5/1/23</u> To <u>6/30/23</u>	Applicant's Home Phone # _____
City <u>Brownsville</u>	County <u>Houston</u>	State <u>MN</u>
Name of Store Manager <u>Jennifer Meindel, Brandon Ranzberger</u>	Business Phone Number _____	Zip Code <u>55919</u>
DOB (Individual Applicant) _____		

If a corporation or LLC state name, date of birth, Social Security # address, title, and shares held by each officer. If a partnership, state names, address and date of birth of each partner.

Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
<u>Jennifer Kay Meindel</u>	_____	_____	<u>Owner</u>	<u>50%</u>	_____
<u>Brandon Daniel Ranzberger</u>	_____	_____	<u>owner</u>	<u>50%</u>	_____
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code

- If a corporation, date of incorporation _____, state incorporated in _____, amount paid in capital _____. If a subsidiary of any other corporation, so state _____ and give purpose of corporation _____. If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota? ☐ Yes ☐ No
- Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state.
First Floor
- Is establishment located near any state university, state hospital, training school, reformatory or prison? ☐ Yes ☒ No If yes state approximate distance. _____
- Name and address of building owner: Jennifer Meindel & Brandon Ranzberger
126108 State 26 Brownsville, MN 55919
Has owner of building any connection, directly or indirectly, with applicant? ☒ Yes ☐ No
- Is applicant or any of the associates in this application, a member of the governing body of the municipality in which this license is to be issued? ☐ Yes ☒ No If yes, in what capacity? _____
- State whether any person other than applicants has any right, title or interest in the furniture, fixtures or equipment for which license is applied and if so, give name and details. NA
- Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota?
☐ Yes ☒ No If yes, give name and address of establishment. _____

8. Are the premises now occupied or to be occupied by the applicant entirely separate and exclusive from any other business establishment? ☒ Yes ☐ No
9. State whether applicant has or will be granted, an On sale Liquor License in conjunction with this Off Sale Liquor License and for the same premises. ☐ Yes ☐ No ☒ Will be granted
10. State whether applicant has or will be granted a Sunday On Sale Liquor License in conjunction with the regular On Sale Liquor License. ☐ Yes ☐ No ☒ Will be granted
11. If this application is for a County Board Off Sale License, state the distance in miles to the nearest municipality. Brownsville, MN
12. State Number of Employees 4 2 1/2 miles
13. If this license is being issued by a County Board, has a public hearing been held as per MN Statute 340A.405 sub2(d)? Apr. 25-202
14. If this license is being issued by a County Board, is it located in an organized township? If so, attach township approval.

1. State whether applicant or any of the associates in this application, have ever had an application for a liquor license rejected by any municipality or state authority; if so, give dates and details. NA
2. Has the applicant or any of the associates in this application, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances; if so, give dates and details. NA
3. Has applicant, partners, officers, or employees ever had any liquor law violations or felony convictions in Minnesota or elsewhere, including State Liquor Control penalties? ☐ Yes ☒ No If yes, give dates, charges and final outcome.
4. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802. ☐ Yes ☒ No If yes, attach a copy of the summons.

This licensee must have one of the following:

(ATTACH CERTIFICATE OF INSURANCE TO THIS FORM.)

Check one

- ☒ A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person, \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support.
- or
- ☐ B. A surety bond from a surety company with minimum coverage as specified in A.
- or
- ☐ C. A certificate from the State Treasurer that the licensee has deposited with the state, trust funds having market value of \$100,000 or \$100,000 in cash or securities.

I certify that I have read the above questions and that the answers are true and correct of my own knowledge.

Print name of applicant & title

Signature of Applicant

Date

Jennifer Kay Meindl Owner Jennifer Meindl 3/26/23

Brandon Daniel Ranzenberg REPORT BY POLICE/SHERIFF'S DEPARTMENT

3/26/23

This is to certify that the applicant and the associates named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota or municipal ordinances relating to intoxicating liquor except as follows:

Houston County
Police/Sheriff's Department

Sheriff
Title

R J J
Signature

County Attorney's Signature

PS 9136-(2009)

IMPORTANT NOTICE

All retail liquor licensees must register with the Alcohol, Tobacco Tax and Trade Bureau.
For information call (513) 684-2979 or 1-800-937-8864

**ALCOHOL AND GAMBLING ENFORCEMENT DIVISION**

445 Minnesota St., Suite 222, St. Paul, MN 55101

Fax (651) 297-5259

(651) 201-7507 TTY (651) 282-6555

WWW.DPS.STATE.MN.US

**APPLICATION FOR COUNTY ON-SALE INTOXICATING LIQUOR LICENSE****No license will be approved or released until MN Liquor Control receives the \$20 Retailer ID Card fee.**

Workers Compensation Insurance Company NA		Policy # NA		
LICENSEE'S SALES & USE TAX ID #		Apply for MN sales tax number call 651-296-6181		
LICENSEE'S FEDERAL TAX ID #				
Applicant's name (Business, partnership, LLC, Corporation) Shellhorn Enterprises, LLC		DOB	Social Security #	DBA or trade name Shellhorn Bar and Grill
License address 121618 State 216		Business phone 507-482-6778		Applicant's home phone
City Brownsville	County Houston	State MN	Zip Code 55919	License period From 5/1/23 to 4/30/23
Give name, residence, DOB, Social Security #, title and age for all partners, or the officers and directors of a partnership or corporation, and the percent of stock held by each officer if applicable.				
Name Jennifer Meindel	Social Security #	Title Owner	DOB	Percent stock or partnership interest 50%
Address		City Brownsville	State MN	
Name Brandon Bantzenberger	Social Security #	Title Owner	DOB	Percent stock or partnership interest 50%
Address		City Brownsville	State MN	
Name	Social Security #	Title	DOB	Percent stock or partnership interest
Address		City	State	
Date of Incorporation	State of incorporation	Certificate Number	Is corporation authorized to do business in Minnesota? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Purpose of corporation		If a subsidiary of another corporation, give name		
1. Describe premises to be licensed (location, facilities). Bar and Restaurant				
Floor establishment is located on First	Seating capacity 70	Hours food will be available 10:00 to close	Number of people restaurant employs 4-Brandon's 2 children	
Number of months per year establishment will be open 12		Name of manager Jennifer Meindel, Brandon Bantzenberger		
2. If this restaurant is in conjunction with any other business (resort, etc.), describe the business. NA				
3. Name the nearest municipality in which On Sale licenses are issued. Brownsville, MN				
4. Has applicant, partners, officers or employees ever had any Felony Convictions or Liquor Law violations in Minnesota or elsewhere, including State Liquor Control Penalties? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, give date, charges and final outcome.				
5. Is the applicant or any of the associates in this application a member of the County Board in which the license will be issued? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, in what capacity? (If the applicant for this license or any of the associates is the spouse of a member of the governing body or where a family relationship exists, the member shall not vote on this application.) <input type="checkbox"/> Yes <input type="checkbox"/> No				
6. Have the applicants any interest, directly or indirectly, in any other liquor establishment in the county or any city in the county issuing this license. If yes, give the name and address of the establishment. NO				

- ☐ Yes ☒ No 7. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802. If yes, attach a copy of the summons.
- ☒ Yes ☐ No 8. Will you serve liquor on Sunday? Amount of Sunday License Fee: \$50.00
- ☒ Yes ☐ No 9. Is this establishment located in an organized township? If so, attach township approval.
- ☐ Yes ☒ No 10. Has a restaurant license been issued by the state or local health department for this establishment? Applied for
- I certify that I have read the above questions and that the answers are true and correct to the best of my own knowledge.

Jennifer Kay Meindel Jennifer Kay Meindel 3/26/23
Name of applicant (please print or type) Applicant's signature Date
Brandon Dana Ranzenberger [Signature] 5/26/23

The Licensee must have one of the following:

Check one

- ☒ A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person; \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support. ATTACH "CERTIFICATE OF INSURANCE" TO THIS FORM.
- or
- ☐ B. A Surety bond from a surety company with minimum coverage as specified above in A.
- or
- ☐ C. A certificate from the State Treasurer that the licensee has deposited with the State, Trust Funds having a market value of \$10,000 or \$100,000 in cash or securities.

REPORT BY COUNTY ATTORNEY

I certify that to the best of my knowledge the applicants named above are eligible to be licensed. ☒ Yes ☐ No If no, state reason

[Signature] Houston 4-17-2023
Signature County Attorney County Date

REPORT BY SHERIFF

I certify that to the best of my knowledge, the applicants named above have not been convicted within the last five years for any violations of State law or municipal ordinance relating to the sale of liquor, except as follows:

[Signature] Houston 4/17/2023
Signature Sheriff County Date

IMPORTANT NOTICE

ALL RETAIL LIQUOR LICENSEES MUST HAVE A CURRENT FEDERAL SPECIAL OCCUPATIONAL STAMP. THE BUREAU OF ALCOHOL, TOBACCO AND FIREARMS ISSUES THIS STAMP. FOR INFORMATION CALL (651) 726-0220

NOTICE

A \$30.00 service charge will be added to all dishonored checks. You may also be subjected to a civil penalty of \$100.00 or 100% of the value of the check, whichever is greater, plus interest and attorneys fees. MS 604.113

State of Minnesota
License Applicant Information

Under Minnesota Law (M.S. 270.72), the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

- This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest;
- The licensing agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service;
- Failing to supply this information may jeopardize or delay the issuance of your license or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. Do not return this form to the Department of Revenue.

Please print or type

Name of license being applied for and license number

County Combination liquor license, on off sale, and Sunday

Licensing Authority (name of city, county or state agency issuing license)

Houston County

License renewal date

6/30/2023

Personal information:

Applicant's last name

Meindel

First name and initial

Jennifer K

Social Security number

[REDACTED]

Applicant's address

[REDACTED]

City

Brownsville

State

MN

Zip Code

55919

Business information (if applicable):

Business name

Shellhorn Enterprises LLC DBA Shellhorn Bar and Grill

Business address

12608 State 26

City

Brownsville

State

MN

Zip Code

55919

Minnesota tax identification number

8674313

Federal tax identification number

92-3009967

If a Minnesota tax identification number is not required, please explain on the reverse side of this form.

Signature

Jennifer K Meindel

Title

owner
owner

Date

3/26/2023
3/26/2023

EXPLANATORY NOTE

No County Board can issue license for sales in any Town without consent of such Town Board and recommendations of Sheriff and County Attorney. The following form of consent by the Town Board may be used.

STATE OF MINNESOTA

COUNTY OF HOUSTON

TOWN OF Brownsville

It is hereby certified that the Town Board of the Town of Brownsville

in said County and State, by resolution on the 9th day of March 2023
month year

did consent to the issuance of the Liquor License license applied for on behalf of

Shellhorn Enterprises, LLC DBA Shellhorn Bar and Grill

Dated March 1st 2023 THE TOWN BOARD OF THE TOWN OF

Attest Christine Novak Brownsville
Town Clerk

By Brian Wood Chairman

CERTIFICATION OF COMPLIANCE -
MINNESOTA WORKERS' COMPENSATION LAW

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of MSS Chapter 176. The information required is: the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and retained in their files.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name: _____

Policy Number: _____

Dates of Coverage: _____ to _____

(or)

I am not required to have workers' compensation liability coverage because:

☐ I have no employees

☐ I am self insured (include permit to self-insure)

☒ I have no employees who are covered by the workers' compensation law (these include: Spouse, Parents, Children and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid workers' compensation policy will be kept in effect at all times as required by law.

Name: Meindl, Jennifer Kay, Sheilhorn Enterprises
(last, first, full middle)

Doing Business as: Sheilhorn Bar and Grill
(business name if different than your name)

Business Address: 12668 State 260

City, State, Zip: Brownsville, MN 55919 Phone: 507-482-6272

Signature: [Signature] Date: 3/1/2023
3/1/2023

**HOUSTON COUNTY
AGENDA REQUEST FORM
April 25, 2023**

Date Submitted: April 20, 2023

By: Tess Kruger, HRD/Facilities Mgr.

ACTION

- **NONE**

APPOINTMENT REQUEST

- **NONE**

HR CONSENT AGENDA REQUEST

Sheriff's Office

- **Approve advertising for temporary/casual (67 day) Sheriff's deputies to cover boat patrol shifts for the 2023 boating season**
- **Approve advertising for temporary/casual (67 day) Sheriff's deputies for road patrol shift coverage**

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

HOUSTON COUNTY AGENDA REQUEST FORM

Date Submitted: 04.25.23

By: Donna Trehus, Auditor/Treasurer

ACTION ITEM:

Consider approving the Re-Appointment of Commissioner Robert Burns to the SELCO/SELS Board of Directors for a 3 year term. His current term ends on July 31, 2023, Commissioner Burns is eligible to serve another 3 year term.

Upon board approval, Commissioner Burns would be serving his 2nd three year term.

Reviewed by:

___ HR Director

___ Finance Director

___ IS Director

___ County Attorney

___ Environmental Svcs

___ County

Sheriff

___ County

Engineer

___ Other

Other

(indicate

X dept)

___ Auditor/Treasurer

Recommendation:

Decision:

HOUSTON COUNTY AGENDA REQUEST FORM

Date Submitted: 04.25.23

By: Donna Trehus-Auditor-Treasurer

Consent Agenda:

Approve Resolutions as follows:

- 1) Approve Resolution No. 23-16 Viking Ridge Riders Snowmobile Trail.
- 2) Approve Resolution No. 23-17 La Crescent Snowmobile Trail.
- 3) Approve Resolution No. 23-18 Houston Money Creek Snowmobile Trail.
- 4) Approve Resolution No. ~~23~~-19 Gopherland Snowmobile Trail

Reviewed by:

____ **HR Director**

____ **Finance Director**

____ **IS Director**

____ **County Attorney**

____ **Environmental Svcs**

____ **County**

____ **Sheriff**

____ **County**

____ **Engineer**

____ **PHHS**

____ **Other**

____ **(indicate**

____ **dept)**

____ **Auditor/Treasurer**

Recommendation:

Decision:

RESOLUTION NO. 23-16

VIKING RIDGE RIDERS SNOWMOBILE TRAIL

April 25, 2023

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of Viking Ridge Riders Trail and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Viking Ridge Riders Snowmobile Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Viking Ridge Riders Trail for the 2023-2024 snowmobile season.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a session dated April 25, 2023.

WITNESS my hand and the seal of my office this 25 day of April, 2023.

Donna Trehus, County Auditor-Treasurer

RESOLUTION NO. 23-17

LA CRESCENT SNOWMOBILE TRAIL

April 25, 2023

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of La Crescent Snowmobile Trail and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the La Crescent Snowmobile Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the La Crescent Trail for the 2023-2024 snowmobile season.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a special session dated April 25, 2023.

WITNESS my hand and the seal of my office this 25th day of April, 2023.

Donna Trehus, County Auditor-Treasurer

RESOLUTION NO. 23-18

HOUSTON MONEY CREEK SNOWMOBILE TRAIL

April 25, 2023

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of Houston Money Creek Snowmobile Club and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Houston Money Creek Snowmobile Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Houston Money Creek Trail for the 2023-2024 snowmobile season.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a session dated April 25, 2023.

WITNESS my hand and the seal of my office this 25th day of April, 2023.

Donna Trehus, County Auditor-Treasurer

RESOLUTION NO. 23-19

GOPHERLAND SNOWMOBILE TRAIL

April 25, 2023

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of Gopherland Trails and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Gopherland Trails agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Gopherland Trail for the 2023-2024 snowmobile season.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a session dated April 25, 2023.

WITNESS my hand and the seal of my office this 25th day of April, 2023.

Donna Trehus, County Auditor-Treasurer

Houston County Agenda Request Form

Date Submitted: April 17, 2023 Board Date: April 25, 2023

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

This is a revised work order under the MnDot Partnership agreement for the MN 26/CSAH 3 project that was approved on March 14, 2023. MnDot has sent this back to update the wording in a few sections and to include the attachments within the agreement.

Attachments/Documentation for the Board's Review:

Work Order 1 of MnDot's Partnership Agreement (revised) is attached for review.

Justification:

Action Requested:

Review and approve the revised contract.

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)	<input type="checkbox"/>	
<u>Recommendation:</u>						
<u>Decision:</u>						

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

**MINNESOTA DEPARTMENT OF TRANSPORTATION
MASTER PARTNERSHIP WORK ORDER****State Project (SP) Number:** 2802-71**Trunk Highway (TH) Number:** 26**Project Description:** Local Partnership Program - MN 26/Houston County Road 3 Preliminary Design

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1050106 between the state of Minnesota acting through its Commissioner of Transportation ("State") and Houston County, a political subdivision of the State of Minnesota, a political subdivision of the State of Minnesota ("Local Government/Agency") and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

Contract**1. Term of Work Order Contract; Incorporation of Exhibits**

- 1.1. **Effective Date:** This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Local Government/Agency must not begin work under this contract until ALL required signatures have been obtained and the Local Government/Agency has been notified in writing to begin such work by the State's Authorized Representative.
- 1.2. **Expiration Date:** This Work Order Contract will expire on **December 31, 2023**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A through E are attached and incorporated into this Work Order Contract.

2. Nature of Work

- 2.1. X the blanks below to indicate the nature of the work to be performed. See Article 3, Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definition.

☐ Construction Administration
☐ Emergency Services
☒ Professional/Technical Services
☐ Roadway Maintenance

3. Scope of Work

- 3.1. The Local Government/Agency will perform all services under this Work Order Contract in accordance with the Standard Terms described in Exhibit A.
- 3.2. The Local Government/Agency, will perform the tasks and provide the deliverables described in Exhibit B.

4. Items provided or completed by the State

Not applicable.

5. Consideration of Payment

- 5.1. The State will pay for all services performed by the Local Government/Agency on an actual cost reimbursement basis as follows:
 - 5.1.1. The following items will be reimbursable at their actual cost to the Local Government/Agency:
 - i. Materials and supplies reasonably needed to perform the work; and
 - ii. Equipment needed to perform the work, at its rental rate as established by the State; and
 - iii. Actual and reasonable costs of consultants and contractors engaged to perform the work; and
 - iv. Actual salary costs incurred by the Local Government/Agency, at the normal rate of pay plus reasonable and customary labor additives.

- 5.1.2. The Local Government/Agency must, upon request of the State, provide documentation showing a breakdown of costs claimed for reimbursement.
- 5.1.3. Travel Expenses. Reimbursement for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". See Exhibit C for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 5.2. See Exhibit D for budget details on the Local Government/Agency and its subcontractor.
- 5.3. The State's total obligation for all compensation and reimbursements to the Local Government/Agency will not exceed \$59,000.00.

6. Terms of Payment

- 6.1. The State will promptly pay all valid obligations under this Work Order Contract as required by Minnesota Statutes §16A.124.
- 6.2. Local Government/Agency must submit invoices electronically for payment, using the format set forth in Exhibit E. The State will pay the Local Government/Agency upon receipt and approval of an invoice for eligible costs. The Local Government/Agency will submit signed invoices, and the signature will attest that the services have actually been performed, and that the claimed amounts have not been previously claimed or paid. Upon request of the State, the Local Government/Agency must provide documentation showing the actual costs incurred.
- 6.3. If the "Professional and Technical Services" box is checked in Article 2.1, the State will retain up to 10% of the final amount due to the Local Government, as required by Minnesota Statutes §16C.08, until the work and deliverables have been approved by the State.
- 6.4. The Local Government/Agency must submit the signed invoice, and all required supporting documentation, for review and payment, to the State's Consultant Services Section, at ptinvoices.dot@state.mn.us. If the Local Government/Agency cannot support electronic submission of the invoice package, the Local Government/Agency must contact the State's Authorized Representative for possible alternatives.
- 6.5. All invoices are subject to audit, at the State's discretion.

7. Authorized Representatives:

- 7.1. The Local Government/Agency's Project Manager for this Work Order is
 - Name/Title: Brian Pogodzinski, County Engineer, or successor
 - Street Address: Houston County, 1124 E. Washington Street
 - City State Zip: Caledonia, MN 55921
 - Telephone: 507-725-3925
 - Email: brian.pogodzinski@co.houston.mn.us

The Local Government/Agency's Project Manager for this Work Order Contract is responsible for overseeing the Local Government/Agency's fulfillment of its obligations under this Work Order Contract, reviewing and approving invoices, resolving disputes related to this Work Order Contract, and for giving or receiving any notices required or permitted by this Work Order Contract.

- 7.2. The State's Authorized Representative, for this Work Order is
 - Name/Title: Prentiss Sayeweh, Agreements Coordinator, or successor
 - Street Address: MnDOT - D6-Rochester, 2900 48th St NW
 - City State Zip: Rochester MN, 55901
 - Telephone: 507-286-7543
 - Email: prentiss.sayeweh@state.mn.us

The State's Authorized Representative, or his/her successor, will monitor the Local Government/Agency's performance and has the authority to accept or reject the services provided under this Work Order Contract.

7.3. The State's Project Manager for this Work Order is

Name/Title: Craig Lenz, Agreements Coordinator, or successor
Street Address: MnDOT - D6-Rochester, 2900 48th St NW
City State Zip: Rochester MN, 55901
Telephone: 507-286-7558
Email: craig.lenz@state.mn.us

The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order Contract, reviewing, and approving invoices, resolving disputes related to this Work Order Contract, and for giving or receiving any notices required or permitted by this Work Order Contract.

8. Termination

- 8.1. **Termination by the State or Local Government/Agency.** The Local Government/Agency, the State or the Commissioner of Administration may terminate this Work Order at any time, with or without cause. Upon termination, the Local Government/Agency will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 8.2. **Termination for Insufficient Funding.** The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government/Agency. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government/Agency will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Local Government/Agency notice of the lack of funding within a reasonable time of the State's receiving that notice.

9. Title VI/Non-discrimination Assurances.

- 9.1. The Local Government/Agency agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. The Local Government/Agency will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government/Agency's compliance with this provision. The Local Government/Agency must cooperate with State throughout the review process by supplying all requested information and documentation to State, making the Local Government/Agency's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

10. Additional Provisions

NONE.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

STATE ENCUMBRANCE VERIFICATION

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

Signed:

Date:

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed:

Title:

Date:

LOCAL GOVERNMENT/AGENCY

Local Government/Agency certifies that the appropriate person(s) have executed the agreement on behalf of Local Government/Agency as required by applicable articles, bylaws or resolutions.

Signed:

Title:

Date:

COMMISSIONER OF ADMINISTRATION

Signed:

Date:

**EXHIBIT A
STANDARD TERMS**

MnDOT Contract No. 1050106W01

STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES

1. The Local Government/Agency will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through the State's State Aid Division or on the State's website, www.dot.state.mn.us.
2. The Local Government/Agency will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. The Local Government/Agency will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of the Local Government/Agency to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by MnDOT. This written consent will in no way relieve the Local Government/Agency from its primary responsibility for performance of the work.

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The CSAH 3 and TH 26 intersection in Brownsville MN is a 5-legged intersection including 2nd street, Adams Street, CSAH 3 and TH 26. Complicating the intersection further is the presence of several local businesses and residential properties located in close proximity to the intersection, steep approach grades on 2nd and Adam Street as well as a nearby cave system. While the intersection is not experiencing a crash problem, with only 3 crashes in the past 10 years the intersection configuration is confusing and will likely lead to issues as the area continues to grow.

MnDOT has identified the location as a possible Local Partnership Program (LPP) project and has requested that the County lead an effort to determine a recommended geometric configuration and intersection control for the location.

A key component of this project includes determining an appropriate solution that is agreed on by the City, County and State while navigating the LPP process.

The County will hire a subcontractor to perform the following tasks:

Task 1 Project Management (Activity Code: 1010)

- A. Manage internal staff and project delivery to deliver the tasks within scope, on time, within budget, meeting Houston County's, MnDOT's and industry standards of care, and in coordination with the County's project manager. The project manager will work in partnership with the County, State, and key project stakeholders to ensure the most responsible, efficient, and cost- effective solutions for this project are achieved. Consistent communication to expedite problem solving and issue resolution is a priority to maintain the project schedule. The subcontractor will use technology including an FTP site for sharing and receiving files to save time and money, and computer screen sharing during conference calls so that all parties are viewing the same information.
 - Approach this project with a critical path mentality and begin with the end in mind. An emphasis on open, proactive communication with all stakeholders will help to identify potential issues to be resolved throughout the completion of all project tasks.
 - Prepare and maintain a mutually agreed upon detailed schedule for all tasks and subtasks.
 - Hold monthly conference calls with the County's project manager to provide a summary of work completed for each of the primary tasks and to address concerns/issues.
 - Submit monthly invoices with labor hours broken down by task and progress status reports with each invoice.
 - Perform Quality Assurance and Quality Control checks consistent with the Quality Management Plan. This will include ensuring that all deliverables are complete and accurate, and that all comments on deliverables are documented and resolved.

Task 2 Public and Agency Involvement (Activity Code: 0054)

- A. Work with the County project manager to establish the Project Management Team (PMT) members.

- B. Coordinate the Kick-off and PMT meetings as well as providing agendas and notes for meetings. Most meetings are assumed to be conducted virtually using Microsoft Teams or other video and screen sharing software preferred by the County. However, up to 3 in person meeting are included with this task. We will provide exhibits for project meetings.

Task 3 Surveying and Mapping (Activity Code: 1220)

Right-of-Way Survey A right-of-way survey will be performed for the project area. This includes the office and field work necessary to determine the location of the existing right-of-way boundaries.

Conduct the following:

- A. Records Research and Compilation - Prior to commencing the field work conduct research for right-of-way, Public Land Survey corner, and other pertinent land corner information. All documents necessary to determine the location of the existing right-of-way lines along the corridor, and to map the location of adjoining properties, will be acquired. These documents may include right-of-way plats, right-of-way maps, subdivision plats, right-of-way and easement documents, property deeds, and any other pertinent documents.
- B. Preliminary Review, Computations, and Field Planning -Prior to commencing the field work a review and analysis of all gathered information will be conducted and a work plan for the survey field crews will be established. Search locations for any relevant monuments will be computed and provided to the field crews prior to conducting field searches and locating existing monuments and other evidence.
- C. Field Data Collection –The data collection will include locating right-of-way monuments, alignment monuments, Public Land Survey corner monuments, property corner monuments, and other pertinent monuments along the corridor necessary to determine the existing right-of-way lines. The type and size of all found monuments will be identified. All the data will be collected on the Houston County Coordinate System.
- D. Data Review and Analysis– As field data is collected it will be thoroughly reviewed and analyzed by a licensed land surveyor to determine the existing right-of-way and ownership lines along the corridor. Additional field data will be collected, as necessary.
- E. Right-of-Way Base Map Preparation – A Right-of-Way Base Map will be prepared and linework will be drawn depicting the existing right-of-way and property lines along the corridor.

Task 4 Traffic and Concept Development (Activity Code: 1140)

- A. Collect 13 hour turning movement traffic counts including data for each leg of the intersection as needed to analyze the existing and future operations. Traffic projections will be completed as part of the operations and capacity analysis of the intersection which will also include an analysis of peak traffic queues. In addition, we will review and summarize the crash history. The results of the analysis will be summarized in a traffic memo.
- B. Develop up to 3 conceptual layouts for the intersection. The concept layout will seek to

minimize right of way impacts while improving safety and considering local factors of importance to the community including the nearby cave system. The layouts will be developed to a level sufficient to ensure constructability identifying potential right-of-way and utility impacts. An engineer's estimate will be developed for the alternatives for use in pursuing funding for construction of the project. Work with County staff to identify and recommend geotechnical investigation needs for the project area. Design files compatible with AutoCAD and reproducible in 11x17 sheets will be provided.

Task 5 Utility Coordination (Activity Code: 1195)

- A. A Gopher State One Call locate request will be made prior to completing survey field work. This locate request will be coordinated so our surveyor can identify any in-place utilities not included with the provided topographic data.

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**MINNESOTA DEPARTMENT OF TRANSPORTATION
REIMBURSEMENT RATES FOR TRAVEL EXPENSES**

Subject	Conditions/Mileage	Rate
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost

Subject	Meals	Rate
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person

Subject	Lodging	Rate
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day.
- In travel status after 7 p.m. for supper expense that day.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
3. Include receipt or copy of receipt when more than \$10.00.
4. Reasonable for area of a stay.
5. The gratuity is included in maximum cost.
6. To be in Travel Status and at a commercial lodging.

#	Work Task Description	Project Manager	Project Engineer	Design Engineer	Traffic Manager	Traffic Engineer	Sr. CADD Technician	Graphic Artist	RLS	One Person Survey Crew	Total Hours
1	Project Management	41	11	0	0	0	0	0	0	0	52
2	Public & Agency Involvement	19	8	0	0	0	0	0	0	0	27
3	Surveying & Mapping	2	0	0	0	0	0	0	68	80	150
4	Traffic & Concept Development	10	43	130	25	73	26	10	0	0	317
5	Utility Coordination	0	2	3	0	0	0	0	2	0	7
TOTAL HOURS											
		72	64	133	25	73	26	10	70	80	553
	BASE HOURLY RATE	\$ 70.00	\$ 39.00	\$ 34.48	\$ 70.15	\$ 30.40	\$ 44.00	\$ 36.05	\$ 42.95	\$ 52.00	
	OVERHEAD COSTS (152.62%)	\$ 106.83	\$ 59.52	\$ 52.62	\$ 107.06	\$ 46.40	\$ 67.15	\$ 55.02	\$ 65.55	\$ 79.36	
	FIXED FEE COSTS (14%)	\$ 24.76	\$ 13.79	\$ 12.19	\$ 24.81	\$ 10.75	\$ 15.56	\$ 12.75	\$ 15.19	\$ 18.39	
	FIXED HOURLY RATES	\$ 201.59	\$ 112.31	\$ 99.29	\$ 202.02	\$ 87.55	\$ 126.71	\$ 103.82	\$ 123.69	\$ 149.75	
	TOTAL LABOR COSTS	\$ 14,514.48	\$ 7,187.84	\$ 13,205.57	\$ 5,050.50	\$ 6,391.15	\$ 3,294.46	\$ 1,038.20	\$ 8,658.30	\$ 11,980.00	\$ 71,320.50
	DIRECT EXPENSES	NOT TO EXCEED								\$	\$ 1,628.00
	TOTAL PROJECT COSTS	NOT TO EXCEED								\$	\$ 72,948.50
	STATE'S TOTAL COST NOT TO EXCEED										\$59,000.00

INVOICE NO. _____
Estimated Completion: ____% (from Column 6 Progress Report)
Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, in the following order:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1050106W01
Contract Expiration Date: December 31, 2023

Billing Period*: From _____ to _____
Invoice Date: _____

SP Number: 2802-71 TH Number: 26

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$24,765.79			
2. Overhead Costs: Rate = 152.62% (Direct Labor*Overhead Rate)	\$37,797.55			
3. Fixed Fee (Profit) Costs: Rate = 14% (Fixed Fee = \$ * Percent Complete)	\$8,758.87			
4. Direct Expense Costs: (Attach Supporting Documentation)	\$1,628.00			
5. Subcontractor Costs:	None			
6. Net Earning Totals:	\$72,950.21			
7. State's Total Cost Not to Exceed	\$59,000.00			
8. Total Amount due this invoice:				\$
9. State's Share (80.88% of Line #8)				\$
<i>*If your billing period includes costs to and after June 30, provide a "Billed This Invoice" split of cost through June 30, and costs after.</i>				

Governmental Unit: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1010			
0054			
1140			
1195			
1220			
Total			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this invoice. I understand that this invoice is subject to audit.

Governmental Unit: Houston County

Signature: _____

Print Name: _____

Title: _____

If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

HOUSTON COUNTY AGENDA REQUEST FORM

Date Submitted: 4.25.23

By: Brian Pogodzinski- County Engineer

ACTION ITEM:

**Consider approving Fireside Management LLC Contract
Amber Miller and Steve Goetzinger -Manage campground for the 2023
camping season.**

Reviewed by:

<u>XX</u>	HR Director	<u> </u>	County Sheriff	<u> </u>
<u>XX</u>	Finance Director	<u>XX</u>	County Engineer	<u> </u>
<u> </u>	IS Director	<u> </u>	PHHS	<u> </u>
<u>XX</u>	County Attorney	<u>XX</u>	Other (indicate dept)	<u>A/T</u>
<u> </u>	Environmental Svcs			

Recommendation:

Decision:

MANAGEMENT AND OPERATIONS OF WILDCAT PARK AGREEMENT

This CONTRACT, amendments, and supplements hereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter "COUNTY"), and Fireside Management LLC, a domestic Minnesota limited liability company, through its registered agent Amber Miller, (hereinafter, "CONTRACTOR").

WHEREAS, COUNTY, pursuant to Minn. Stat. §375.18 et al, is empowered to procure from time to time certain professional/technical services; and

WHEREAS, COUNTY is in need of 24-hours/7-days a week management and operations of Wildcat Park, (hereinafter, "PARK"). See Appendix A, Site Map attached hereto; and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this CONTRACT.

NOW THEREFORE, it is agreed:

I. TERM

This CONTRACT shall be effective on April 25, 2023, or upon the date the final required signature is obtained by both parties, whichever **occurs later**, and shall remain in effect until midnight October 31, 2023, unless cancelled pursuant to the provisions set forth in clause V. herein. The normal park/camping season by County Ordinance is May 1st through September 30th and may be extended at the discretion of the Park Manager with communication and written notice to COUNTY.

II. CONSIDERATION AND TERMS OF PAYMENT

COUNTY shall compensate CONTRACTOR for all services provided pursuant to this CONTRACT as follows:

A. Compensation

1. CONTRACTOR shall retain the first FORTY-EIGHT THOUSAND and no/100 dollars (\$48,000.00) of the collected fees for non-seasonal camping, camping with utilities, shower use, shelter use, parking, and boat launch excluding those collected by the COUNTY for seasonal site fees. Thereafter, CONTRACTOR shall retain 50% of the gross receipts derived from the collection of fees for camping, camping with utilities, shower use, shelter use, parking, and boat launch. (CONTRACTOR shall not collect nor retain any portion of seasonal site fees.)
2. Concessions is inclusive of the sale of all goods, vending machine sales, bait, and firewood sales. Proceeds from concessions shall be divided equally between COUNTY and CONTRACTOR after costs for the purchase of concession goods, including payments to vending machine owners are paid. Costs shall not include the costs of the CONTRACTOR owned freezer and/or refrigerator or other appliances and equipment.

B. Reimbursement:

The CONTRACTOR shall not be reimbursed for travel, subsistence, or any other expenses related to this CONTRACT except as expressly provided herein.

III. CONTRACTOR'S DUTIES

CONTRACTOR shall perform all duties related to the management and operation of PARK, except as specified in IV. below. CONTRACTOR agrees to perform the services of PARK manager in a professional manner, and to the satisfaction of COUNTY. In preparation for the 2023 park/camping season, CONTRACTOR may access Wildcat Park prior to May 1, 2023 and begin taking reservations.

- A. CONTRACTOR is not required to be on-site at the PARK, 24 hours per day, seven days per week, but is required to have a mechanism in place addressing how camper concerns will be handled and fees collected, when they are not present.
- B. At all times while on PARK premises, CONTRACTOR and CONTRACTOR's employees and agents, shall conduct themselves in such a manner that at all times complies with State and federal law and that will not cause public scrutiny and/or embarrassment to COUNTY.
- C. CONTRACTOR, including its employees and agents, shall not in any way forbid or restrict members of the public from the full use and quiet enjoyment of the Park and its facilities unless park rules/regulations prohibit such use. CONTRACTOR shall perform all obligations set forth herein in compliance with State of Minnesota and federal law. CONTRACTOR shall not discriminate against any camper, employee or applicant for employment or person seeking access to the Park on the basis of age, race, color, creed, religion, national origin, sex, marital status, disability, public assistance, sexual orientation, gender identity, or familial status.
- D. CONTRACTOR agrees that it will manage the PARK consistent with the requirements set forth in the COUNTY's lease with the Department of the Army Contract No. DACW37-122-0057 attached hereto as Appendix B.
- E. The collections of fees and timely payment of sales tax
 - 1. CONTRACTOR shall implement accountable electronic registration and fee collection processes for all COUNTY approved rental fees collected from non-seasonal camping, camping with utilities, shelter use, shower use, parking, and boat launch. See Appendix C, Houston County Wildcat Park Fees.
 - 2. CONTRACTOR agrees to implement a Point of Sale system that accounts for all concession sales described in II.A.2. herein.
 - 3. Subsequent to the collection of \$48,000.00, set forth in II. Consideration, above, CONTRACTOR shall submit, by the tenth of the month following fee collections, a check for 50% of the fees collected for all non-seasonal camping, camping with utilities, shelter use, shower use, parking, and the boat launch. Along with this payment, CONTRACTOR shall submit a monthly *running accounting report* for all fees collected and all concession costs and sales to COUNTY. A check for 50% of net concession proceeds per II.A.2. shall be paid to COUNTY at the time of the final accounting after the close of the camping season.
 - 4. CONTRACTOR shall possess a Minnesota Sales Tax number and shall timely remit all required sales tax for all collected PARK fees, to the State of Minnesota Department of Revenue, including the sales tax for the seasonal sites.

- F. Notwithstanding II. A. above, CONTRACTOR shall be diligently responsible for the “24-hour operation” of Wildcat Park. Responsibilities for the “24-hour operation” of Wildcat Park includes, but is not limited to:
1. The collection of fees for non-seasonal camping, camping with utilities, shelter use, shower use, parking, and boat launch;
 2. Reading the seasonal sites utility meters prior to campers’ arrival on May 1, 2023 and upon the campers’ departure but no later than on October 31, 2023.
 3. Enforcing all park rules and regulations and providing supervision over park activities;
 4. Providing, at CONTRACTOR’s cost, all tools and equipment necessary for the CONTRACTOR’s general maintenance of PARK except as provided in IV. herein. This includes but is not limited to mowing and weed trimming equipment. CONTRACTOR is responsible for all costs related to the fuel purchases and the maintenance and repair of equipment described herein. All equipment used by CONTRACTOR at PARK shall be maintained and operated in a safe manner including use of equipment safety shields at all times of equipment use;
 5. Monitoring PARK and enforcing all park ordinances, rules and regulations including responding to visitor and camper concerns and complaints, and maintaining the safe and orderly use of the PARK for the quiet enjoyment of all campers. CONTRACTOR shall not conduct or allow any activities on PARK property which, are prohibited by law. As such CONTRACTOR shall promptly report suspected illegal activity to the Houston County Sheriff’s Office;
 6. Maintaining the cleanliness of PARK facilities grounds, and beach area in a presentable and safe manner. This includes the daily checking, cleaning, and restocking of supplies for bathrooms and shower facilities and the cleaning and maintenance of shelters, CONTRACTOR shall mow, trim weeds, pick up of trash, litter, branches, debris, and cleanout fire pit/campfire rings, as needed;
 7. CONTRACTOR will furnish all cleaning supplies for cleaning restrooms and the PARK office.
 8. CONTRACOR will furnish toilet paper, paper toweling, and hand sanitizer for the public restrooms.
 9. CONTRACTOR shall monitor the use of dumpsters to ensure they are being used by campers only, and that only camping refuse is being dumped and timely communicate with Richard’s Sanitation for refuse pick-up; and
 10. CONTRACTOR shall regularly monitor the use of the sewage dumping stations to ensure that these facilities are used by PARK campers only and shall timely communicate with Mauss Pumping to pump the PARK’s sewage holding tanks as needed.
- G. CONTRACTOR shall be responsible for expenses incurred for CONTRACTOR’s personal camper on the manager’s site.
- H. CONTRACTOR shall be responsible for the timely payment of the monthly telephone and internet bills for PARK.
- I. CONTRACTOR is responsible for all expenses related to the operations of concessions, vending, and wood sales except the cost of electricity.
- J. CONTRACTOR shall maintain compliance with Minn. Stat. §327.10 though §327.131 including obtaining and maintaining all required guest information.

- K. CONTRACTOR shall not make any additions or alterations to PARK and its facilities without prior written approval from COUNTY.

IV. COUNTY DUTIES

- A. COUNTY shall reimburse CONTRACTOR the sales taxes paid by CONTRACTOR to the State of Minnesota Department of Revenue for all seasonal sites, by June 1, 2023.
- B. COUNTY is responsible for paying for the PARK refuse removal by Richard's Sanitation.
- C. COUNTY is responsible for all costs related to the delivery, replacement, and removal of all PARK portable toilets.
- D. COUNTY is responsible for the payment of the pumping of the PARK's sewage holding tanks.
- E. COUNTY shall repair boat launch and dock in a usable and safe condition.
- F. COUNTY shall perform annual tree trimming and tree removal as needed for the safe operation of PARK.
- G. COUNTY shall remove large debris following major storms and natural disasters.
- H. COUNTY shall maintain all required licensing for the operation of PARK as a recreational camping area.
- I. Except for electricity consumed by individual seasonal campers, COUNTY shall be responsible for the payment of PARK's general electrical expenses.

V. CANCELLATION AND TERMINATION

- A. Without Cause-
This CONTRACT may be canceled by COUNTY OR CONTRACTOR at any time, without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro-rata basis, for work or services satisfactorily performed.
- B. For Cause-
This CONTRACT may immediately be terminated by COUNTY in the event that the COUNTY's interests are not being met.

VI. DEPOSIT

No security deposit is required to be paid by CONTRACTOR.

VII. AUTHORIZED REPRESENTATIVES

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

A. COUNTY's authorized representative for the purpose of administration of this CONTRACT is:

Name: Donna Trehus, Auditor/Treasurer
Address: Suite #116
304 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-5803
E-Mail: donna.trehus@co.houston.mn.us

Such representative shall have the authority for acceptance of the CONTRACTOR's services.

B. The CONTRACTOR's authorized representative for the purpose of administration of this CONTRACT is:

Name: Amber Miller
Address: 324 South 3rd Street
La Crescent, MN 55947
Telephone: (507) 498-7884
E-Mail: amber@alifenotwasted.com

VIII. RECORDS/AUDITS

The CONTRACTOR shall maintain records and provide COUNTY with financial and service reports as requested by COUNTY. Under Minn. Stat. §16C.05, Subd. 5, the CONTRACTOR's books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this CONTRACT shall be subject to examination by COUNTY and the Office of the State Auditor, as appropriate for a minimum of six (6) years from the end date of the CONTRACT.

IX. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that the relationship between the parties is that of an independent contractor. CONTRACTOR's employees and agents at all times remain under the direction and supervision of CONTRACTOR. COUNTY employees shall at all times remain under the direction and supervision of COUNTY.

Nothing in this CONTRACT is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the parties. Each party acknowledges that the other party will not withhold amounts paid pursuant to this CONTRACT any sums for the payment of federal or state income taxes, FICA, FUTA or SUTA. Each party shall have sole responsibility for the reporting and payment of these taxes for its own respective employees. In the event that the Internal Revenue Service or any other party should question the independent contractor status of the parties, each party hereto agrees that the other shall have the right to participate, at its own cost, in any discussions or negotiations regarding such status.

X. LIABILITY

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify and hold harmless the other, its officers and employees against any and all liability, loss, costs, damages, expenses, or actions, including reasonable attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any of the other party, its agents, servants or employees, in the

execution, performance, or failure to adequately perform its obligations pursuant to this CONTRACT. Nothing contained in this paragraph, however, shall be construed to release the CONTRACTOR from liability for failure to properly perform duties and responsibilities assumed by CONTRACTOR under this CONTRACT.

XI. BOND REQUIREMENT

CONTRACTOR agrees that at all times during the term of this CONTRACT to maintain and provide annually proof of Dishonesty/Fidelity Bond in the amount of \$100,000.00. See Appendix D, Bond Certificate.

XII. INSURANCE REQUIREMENTS

CONTRACTOR agrees that at all times during the term of this CONTRACT to maintain: Provide annually proof of Comprehensive General Liability Insurance in the following amounts:

- Comprehensive General Liability - \$1 million per occurrence
- Aggregate Limit - \$2 million
- Excess Liability Cover - \$3 million over the general and automobile coverage
- Automobile Liability
- Workers' Compensation as required by Minnesota Statutes

The COUNTY shall be listed as an additional insured on the above policy, not including the Automobile and Workers' Compensation, by CONTRACTOR prior to the execution of this CONTRACT. Additionally, CONTRACTOR agrees to maintain the above required insurance and shall provide the COUNTY with thirty (30) days written notice of any proposed changes prior to cancellation, non-renewal or material changes. An ACORD Certificate of Liability Insurance for the above listed coverage shall be provided to COUNTY by CONTRACTOR for each calendar year covered by the term of this CONTRACT. See Insurance ACORD, APPENDIX E.

XIII. ASSIGNMENT

This CONTRACT may not be assigned by either party without the prior written consent of the other party; provided, that CONTRACTOR may assign this CONTRACT without the prior written consent of the other party to any CONTRACTOR affiliate or other entity that controls, is controlled by or is under common control with CONTRACTOR. Any purported assignment in violation of this clause is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this CONTRACT by its assignee.

XIV. GOVERNMENT DATA PRACTICES ACT

The CONTRACTOR and COUNTY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it applies to all data provided by COUNTY in accordance with this CONTRACT, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this CONTRACT. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or COUNTY.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR shall immediately notify COUNTY. COUNTY will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XV. AMENDMENTS

Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, their successors in office or another authorized representative.

XVI. FORCE MAJEURE EVENT

In no event will either party be liable for failure to perform hereunder due to acts of nature and contingencies beyond the party's reasonable control.

XVII. SEVERABILITY

In the event any provision of this CONTRACT is held to be invalid or unenforceable, the remainder of this CONTRACT shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the CONTRACT, to the extent that the absence of the invalid or unenforceable provision does not materially affect the purpose of the CONTRACT.

XVIII. CONTRACTOR STANDARDS

As a condition of this CONTRACT, CONTRACTOR voluntarily agrees to submit to a criminal history background check. A record of conviction(s) for a crime of dishonesty or a conviction prohibited by the "Kari Koskinen Manager Background Check Act" as found in Minn. Stat. §299C.66 to §299C.71 will constitute cause for termination of this CONTRACT.

XIX. ENTIRETY OF CONTRACT

This CONTRACT constitutes the entire CONTRACT between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understanding, whether oral or written, between the parties.

XX. JURISDICTION AND VENUE

This CONTRACT, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings must be in Houston County, Minnesota.

XXI. SURVIVAL OF TERMS

The following clauses survive the expiration, cancellation or termination of this contract: VIII., Records/Audits; IX., Independent Contractor; X., Liability; XIV., Government Data Practices; and XX., Jurisdiction.

*This space intentionally left blank
Signature page follows*

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

COUNTY

CONTRACTOR

Dewey Severson Date
County Board Chairperson

Amber Miller Date

Approved as to form and execution:

Samuel Jandt Date
County Attorney

APPENDIX A

WILDCAT PARK SITE MAP



APPENDIX B

DEPARTMENT OF THE ARMY

LEASE TO NON-STATE GOVERNMENTAL AGENCY

FOR PUBLIC PARK AND RECREATIONAL PURPOSE

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

(Contract No. DACW37-122-0057)

APPENDIX C

HOUSTON COUNTY

WILDCAT PARK RATES AND FEES

The following rates shall apply for the 2023 season:

Seasonal Rates	\$320.00 per month/\$1,600.00 per season, plus the actual cost of electricity
	(\$275.00 electricity deposit required)
Non-Seasonal Monthly Rate	\$450.00 per month
Electric Sites	\$50.00 per night
Primitive (tent) Sites	\$25 per night, per camping unit
Shelter Rental	\$50.00 per day plus tax; <i>A damage deposit may be required at the discretion of the Park Manager.</i>
Boat Launch Fee	\$5.00 daily fee and \$25.00 Season Pass <i>(Fine of \$100.00 for non-compliance of fee)</i>
Non-Camper overnight parking fee	\$5.00 per night

The fine for parking overnight without paying the appropriate fee in advance is \$25.00 per night.

Reservations will be accepted for a minimum of two nights on weekends. **Holiday Weekends (Memorial Day, Independence Day and Labor Day) require a three-night reservation.** However, any sites that remain available on the weekend may be rented out for one night at a time, per the discretion of the park operator.

It is also understood that if two campers share the same campsite, they should each be charged full-price.

Check-out time: 12:00 PM (Noon)

APPENDIX D

BOND CERTIFICATE

APPENDIX E

INSURANCE ACORD

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)~~ ¹⁵ 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 licenses 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 a 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 made 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 6 day of April, 2023.



Kevin Sommerland
Chief, Real Estate
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this 4th day of April, 2023.



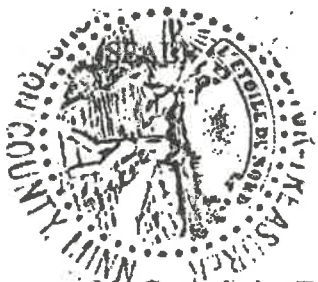
Dewey Severson, Chairman

ACKNOWLEDGMENT

STATE OF MN

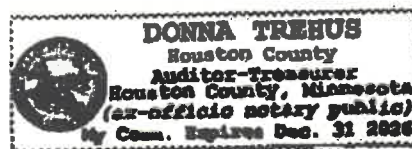
COUNTY OF Houston

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the county and state, on this 4th day of April, 2023, within my jurisdiction, the within named Benjamin Svenson, who acknowledged that he is Board Chairman of Houston County, 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.



My Commission Expires:

12/31/2026



Donna Trehus

NOTARY PUBLIC

Exhibit A

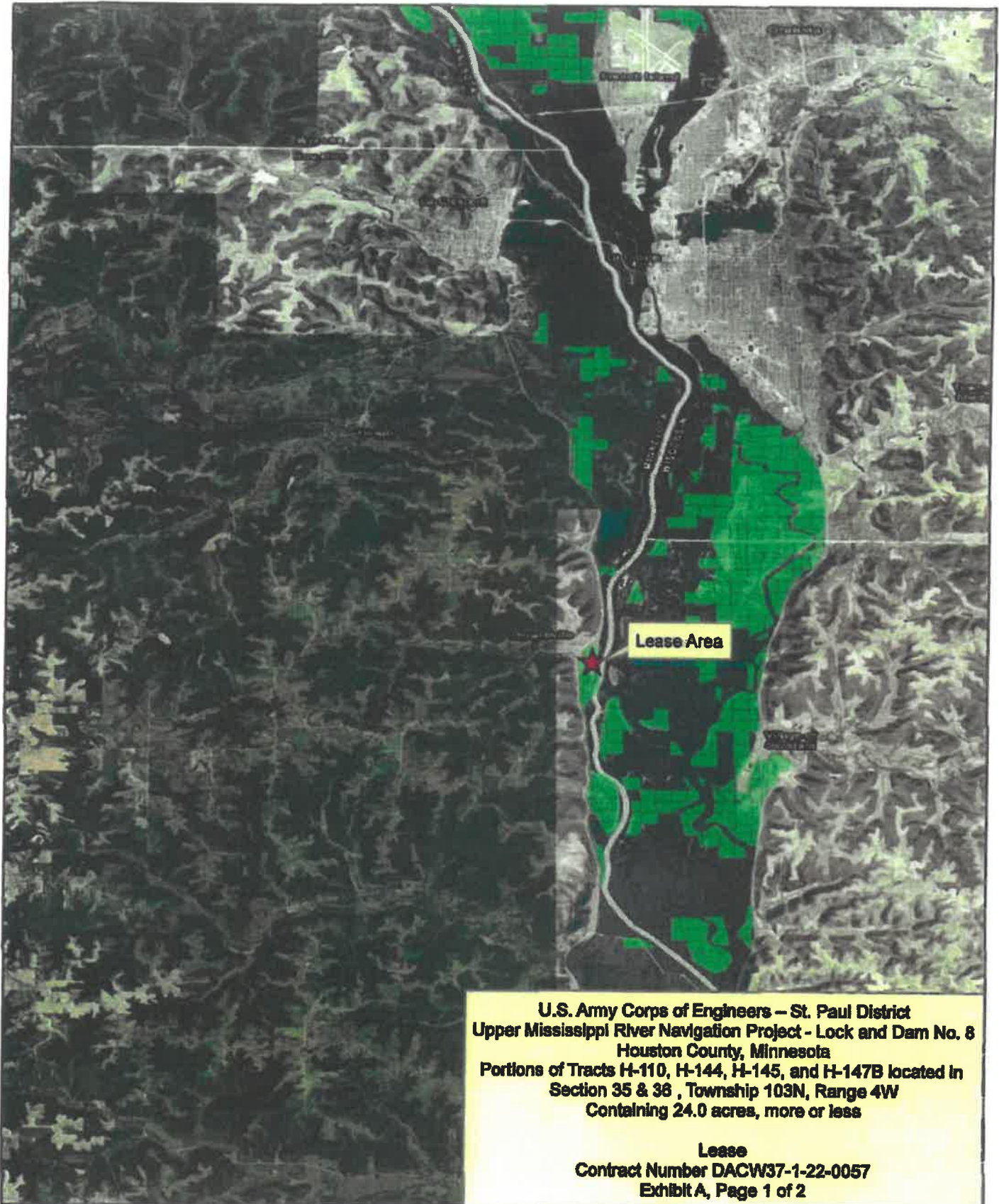


Exhibit A

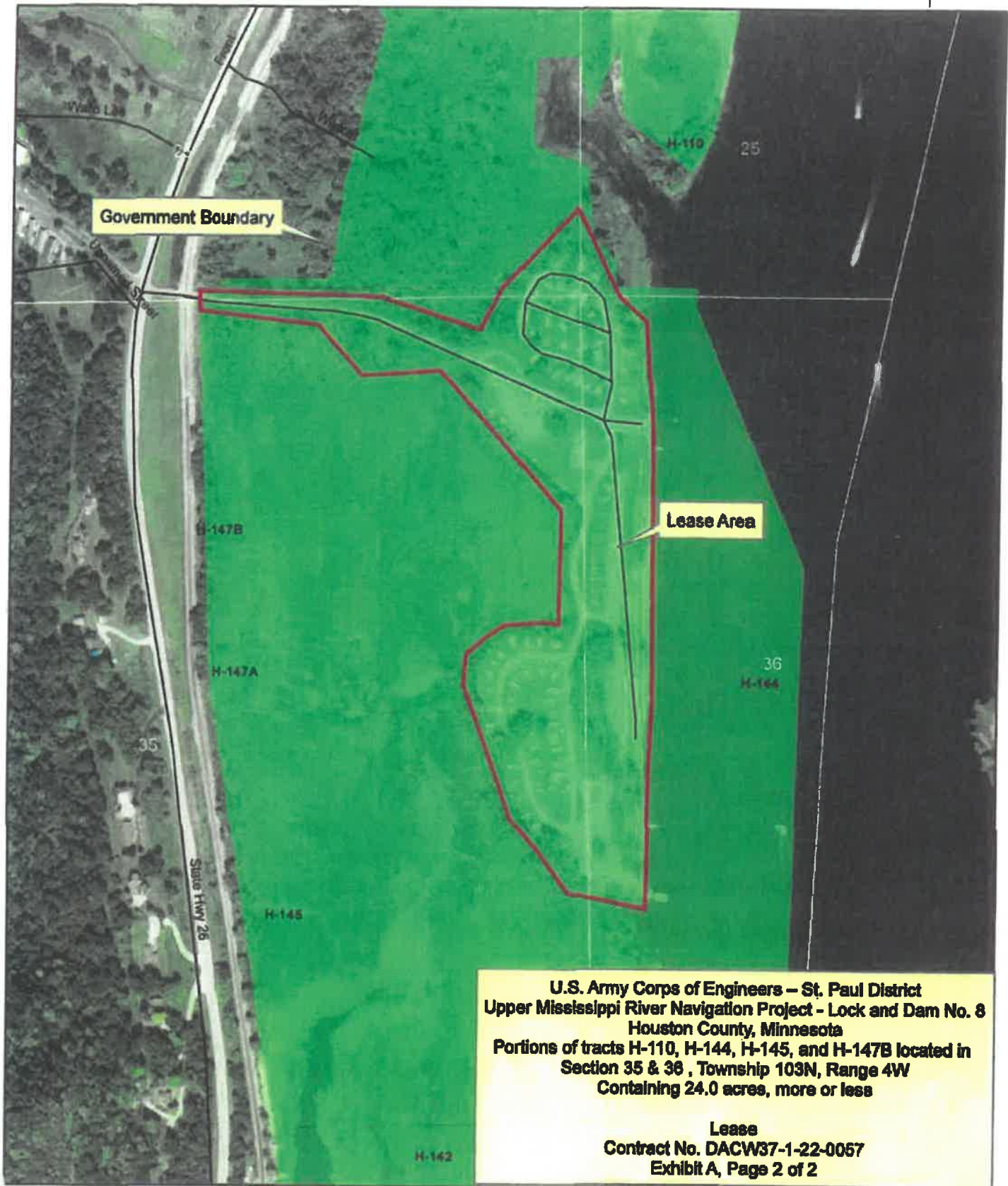


Exhibit B

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.

Exhibit C

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 (casements, 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
T.FRANCIS.1099
159029**

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ZACHARIAS.KURT.FRANCIS
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Date: 2022.10.20 13:26:39
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Houston County Water Plan Member Reinstatement

Janice Messner <messnerjanice@gmail.com>

Thu 4/20/2023 11:11 AM

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

Cc: Dan Wermager <danowermager@gmail.com>; Dave Walter <goosey10@hotmail.com>; Donna Trehus <Donna.Trehus@co.houston.mn.us>;

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

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

We recently found that one of the appointed Water Plan Committee member's term expired on 12/31/2021. I was under the impression that the county also tracked the Water Plan Committee members terms and automatically did the reappointing. After requesting a copy of the reinstatement letter, I found out nothing was done. Joan Heim-Welch continued to serve on the committee as a voting member and committee minutes reflect her making motions.

Can we have her finish out the remainder of that term, January 1, 2022 - December 31, 2024?

Could this appointment be addressed in an upcoming meeting?

Best Regards,
Janice

--

Janice Messner
Root River SWCD
Administrative Assistant
(507) 724-5261 ext. 3