

## PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: January 9, 2024

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: Interim Auditor/Treasurer Polly Heberlein, Reporter Charlene Selbee, Reporter Rose Korabek, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Human Resources Director Theresa Arrick-Kruger, Public Health and Human Services Director John Puggleasa, IT Director Andrew Milde, Engineer Brian Pogodzinski, Sheriff Brian Swedberg, Deputy Auditor/Treasurer Mark Bennett, Veterans Services Officer Robert Thoen, Surveyor Eric Schmitt, Annalise Walsh, Spring Grove Township Supervisor Gary Tweito, Dustin Schroeder, Ryker Thompson, and Spring Grove Township Clerk/Treasurer Michael Wiste

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Burns, seconded by Commissioner Severson, motion unanimously carried to approve the agenda.

Motion was made by Commissioner Severson, seconded by Commissioner Myhre, motion carried unanimously to approve the meeting minutes from January 2, 2024.

Public Comment:

Dustin Schroeder from the Mound Prairie area introduced himself and his son, Ryker Thompson. He said they were interested in opening a dispensary in Houston County that would sell CBD and THC products. He said they wanted to introduce themselves to the Board.

### APPOINTMENTS

None.

### CONSENT AGENDA

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

- 1) Approve Multi County SNAP Employment & Training Agreement.
- 2) Accept donation of \$138.65 from Winona County Foundation on behalf of the Fastenal Blue Team Giving Fund for Foster Care Children in Houston County.
- 3) Reappoint Robert Thoen to a four-year term as the Veterans Services Officer, effective 01/25/2024 through 01/24/2028.

## ACTION ITEMS

File No. 1 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to adopt Resolution No. 24-05 Authorization to Use Alternate Method to Disseminate Bids and Requests. See resolution below.

### RESOLUTION NO. 24-05

#### **AUTHORIZATION TO USE ALTERNATE METHOD TO DISSEMINATE BIDS AND REQUESTS**

January 9, 2024

WHEREAS, Minn. Statute § 331A.03 Subd. 3(b), allows a county to use its website or recognized industry trade journals as an alternative to disseminate solicitations of bids, requests for information and requests for proposals;

THEREFORE, BE IT RESOLVED, by the Houston County Board of Commissioners, that the County of Houston will continue to use the Houston County website, [www.co.houston.mn.us](http://www.co.houston.mn.us) as an alternative means to disseminate solicitations of bids, requests for information, and requests for proposals for transportation related construction and maintenance projects.

BE IT FURTHER RESOLVED, that any dissemination by alternative means must be in substantially the same format and for the same period of time as a publication would otherwise be required under Minn. Statute § 331A.03 Subd. 3.

File No. 2 – Commissioners discussed their opposition to redesigning the State Flag and Seal, and costs associated with it. Commissioner Johnson said the board had received information from the Sheriff who had said it would cost approximately \$32,000 for the Sheriff's office alone to update to a new State flag and seal. This would include updating shirts, coats, badges, hats, id cards, squad, etc. Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to adopt Resolution No. 24-06 Resolution in Opposition to Redesigning the State Flag and Seal. The Commissioners vote by roll. All Commissioners voted yes. See resolution below.

## **Resolution No. 24-06**

### **RESOLUTION IN OPPOSITION TO REDESIGNING THE STATE FLAG AND SEAL**

WHEREAS, the 2023 Legislature created a State Emblems Redesign Commission in the Laws of Minnesota , Chapter 62, Article 2, Section 118 the purpose of which is to redesign the official state flag and official state seal, and

WHEREAS, the Redesign Commission was charged with bringing recommendations on the redesign to the Legislature by no later than January 1, 2024, and

WHEREAS, the official seal of the State of Minnesota has remained unchanged since 1858; the current official state flag was created in 1957 with minor modifications done in 1983, and

WHEREAS, the official state flag and seal are not only symbols of our state, but also of our history and both the current official state flag and official state seal contain historical information on our farming background, Native American heritage and the co-existence that is part of the rich history of our state, and

WHEREAS, there is a substantial public cost associated with making this change that does not advance the public interest, including every deputy badge, seals in every courtroom and County Board Rooms across the state at substantial public expense, and

WHEREAS, the public reaction to the proposed designs has thus far been overwhelmingly negative.

NOW, THEREFORE, BE IT RESOLVED the Houston County Board of Commissioners hereby urges our legislative delegation and the Governor to reject the work of the State Emblems Redesign Commission.

BE IT FURTHER RESOLVED the Houston County Board of Commissioners hereby urges our legislative delegation and the Governor to retain the existing state seal and state flag as the official emblems for the State of Minnesota.

File No. 3 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to not lease County vehicles going forward. Currently the County was leasing vehicles from Enterprise. The current vehicle lease agreements would remain in place until fulfilled, but Enterprise would be notified that the County did not intend to enter into any new lease agreements in the future. Instead, the County would begin buying County vehicles to replace vehicles as leases expired.

File No. 4 – Commissioner Burns moved, Commissioner Myhre seconded, motion unanimously carried to accept the resignation of Joe Thesing from the Root River Trail Extension Citizens Exploratory Committee (bike trail committee), thank him for his service, and to appoint Jason Kraft to serve on the Root River Trail Extension Citizens Exploratory Committee on behalf of Houston County.

File No. 5 – Commissioner Severson moved, Commissioner Schuldt seconded, motion unanimously carried to reappoint Joe Thesing and Matt Schuldt to the Economic Development Board. Their three year term would expire on 12/31/2026.

File No. 6 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to approve the updated Commissioner Committee Assignments 2024.

## DISCUSSION ITEMS

Commissioners discussed with Spring Grove Township Supervisor Gary Tweito, Spring Grove Township Clerk/Treasurer Michael Wiste, and Surveyor Eric Schmitt a situation that they said began in 2017. Tweito and Wiste said the Township had a landowner who had obstructed the right of way by putting a fence across a Township road. Tweito told the board it was a misdemeanor to obstruct the right of way. He said the town board had first tried to discuss the matter with the landowner, but when that had not resolved the issue the Township had contacted the Sheriff's Office. They were hoping the misdemeanor penalty would be enforced. Tweito and Wiste said the County Attorney had declined to prosecute the matter. Surveyor Schmitt said he had written a letter in 2017 to the Sheriff's Office. Schmitt said the road was a Township Road and that the right of way was being obstructed. Tweito said he had high praise for the Sheriff's Office, but thought the County Attorney had mishandled the situation. Tweito and Wiste believed the Sheriff's Office would have pursued the matter, but did not due to the response of the County Attorney. They said because the matter was not prosecuted criminally the Township had sued civilly and won the lawsuit. Wiste said the Township had incurred over \$75,000 in fees related to the matter and the issue was ongoing. Commissioner Johnson asked if the Township was asking the County to reimburse some of their costs. Wiste and Tweito said that was up to the County, but they wanted the Commissioners to be aware of the situation. They also said the right of way was still obstructed. Commissioner Johnson said Attorney Jandt was an elected official, and while the Board could talk to him they did not have authority over him. Sheriff Swedberg said the Sheriff's office was currently investigating a current complaint related to the matter.

Commissioners discussed recent meetings they had attended including an EDA, Veterans Service Office, Community Services, Wildcat, and La Crescent City Council meeting.

Commissioner Schuldt asked if the County could implement a tax on Cannabis related sales. Commissioner Johnson said unfortunately this was not an option.

### Public Comment:

Associate Editor Rose Korabek from the Argus told the board the City of Spring Grove had recently approved THC licenses. She suggested the Board decide what they planned to do moving forward and inform the Cities.

There being no further business at 10:46 a.m., a motion was made by Commissioner Schuldt, seconded by Commissioner Myhre, motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on January 16, 2024.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Eric Johnson, Chairperson

Attest: \_\_\_\_\_  
Polly Heberlein, Interim Auditor/Treasurer

## PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: January 16, 2024

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

**Members Present:**

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

**Others Present:**

Interim Auditor/Treasurer Polly Heberlein, Finance Director Carol Lapham, Sheriff Brian Swedberg, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pogleasa, Environmental Services Director Martin Herrick, Recorder Mary Betz, Attorney Samuel Jandt, and City of Caledonia Clerk/Administrator Jake Dickson

### Board Workgroup Session

Commissioners discussed the Board's role in possibly regulating THC Edibles and Adult Use Cannabis with Human Services Director Pogleasa, Attorney Jandt, Environmental Services Director Herrick, and Sheriff Swedberg. Attorney Jandt said he had recently met with members of the MN County Attorney Association (MCAA) to discuss Cannabis Legislation. Jandt said Cannabis could be treated similarly to alcohol. The County would need to have a minimum of one licensed business upon request. Counties had the ability to limit what a lesser municipality could do via a county's public health authority if the county choose to do so. Attorney Jandt suggested working with the municipalities in the County. The Commissioners discussed the pros and cons of possibly limiting the number of licensed Cannabis businesses in the County. They also discussed the possibility of limiting the distance between Cannabis businesses and things like schools, daycares, etc. The Commissioners discussed the possibility of holding a public hearing to get the public's input on the matter. No official decisions were made.

The meeting ended at 10:34 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Eric Johnson, Chairperson

Attest: \_\_\_\_\_  
Polly Heberlein, Interim Auditor/Treasurer

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
January 23, 2024**

**Date Submitted: January 18, 2024**

**By: Tess Kruger, HRD/Facilities Mgr.**

**ACTION**

- **Consider the appointment of two Planning Commission members (two openings) for a 3-year term ending on 12/31/2026.**
- **Approve the County's Local Government Pay Equity Report for years 2021 - 2023 for submission to the Minnesota Office of Management and Budget**

**APPOINTMENT REQUEST**

**NONE**

**HR CONSENT AGENDA REQUEST**

**Public Health & Human Services**

- **Change the employment status of Child Support Officer, Melissa Jordan, from probationary to regular, effective 01/31/2024**
- **Change the employment status of Lead Child Support Officer, Liza Jandt, from probationary to regular, effective 01/31/2024**
- **Change the employment status of Lead Eligibility Worker, Lori Feldmeier, from probationary to regular, effective 01/31/2024**

<b><u>Reviewed by:</u></b>	<div style="display: flex; justify-content: space-between;"><div><div><input checked="" type="checkbox"/> HR Director</div><div><input checked="" type="checkbox"/> Finance Director</div><div><input type="checkbox"/> IS Director</div><div><input type="checkbox"/> County Attorney</div><div><input type="checkbox"/> Environmental Svcs</div></div><div><div><input type="checkbox"/> Sheriff</div><div><input type="checkbox"/> Engineer</div><div><input checked="" type="checkbox"/> PHHS</div><div><input type="checkbox"/> (Indicate other dept)</div></div></div>
----------------------------	--

# Houston County

## Agenda Request Form

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

Date Submitted: 17-Jan-24

Person requesting appointment with County Board: Martin Herrick

**Issue:**

- 1) Renew Professional/Technical Service Agreement with ABC.
- 2) Approve new lease agreement with Dennis Gavin for Caledonia Drop Site.
- 3) Houston County Hauler License Renewals for 2024.

**Justification:**

**Action Requested:**

Final Approval by the County Board.

### For County Use Only

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

**Recommendation:**

**Decision:**

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





## **HOUSTON COUNTY**

### **Professional/Technical Service Agreement**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter COUNTY), and Ability Building Community, 1911 NW 14 Street, Rochester, MN, a Minnesota Corporation an independent contractor (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 375, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, COUNTY is in need of services for the collection and processing of recyclable materials,

WHEREAS, the CONTRACTOR is desirous of opportunities to provide work programs for their adult individuals with disabilities, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract, through its satellite organization, Woodland Industries located at 521 Old Highway Drive, Caledonia, MN.

NOW, THEREFORE, it is agreed:

**I. TERM OF CONTRACT**

This CONTRACT shall be effective on January 1, 2024 or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect through December 31, 2024. The CONTRACTOR understands that no work should begin under this CONTRACT until all required signatures have been obtained and the CONTRACTOR is notified to begin work by COUNTY'S authorized representative.

**II. CONTRACTOR'S DUTIES**

**A. Individual Workers**

CONTRACTOR will provide 1 individual to work 29.5 hours per week at the Houston County Recycling Center, located in Houston, Minnesota.

If any individual provided by CONTRACTOR is deemed by the COUNTY unfit for the essential duties, the COUNTY may make an oral request to the CONTRACTOR'S authorized representative for immediate resolution which may include the individual's removal from the work-site. Should the matter remain

unresolved for two (2) days or more, the COUNTY may provide written notification to the CONTRACTOR that the individual will not be permitted to perform services at the COUNTY's work-site.

CONTRACTOR shall provide appropriate individual supervision and safety training.

**B. Redemption Center Services**

CONTRACTOR agrees to serve as a redemption center for aluminum beverage containers in Caledonia, Minnesota.

**III. CONSIDERATION AND TERMS OF PAYMENT**

**A. Consideration** for all services performed by the CONTRACTOR pursuant to this contract shall be paid by COUNTY as follows:

1. Individual services shall be compensated at a rate of \$17.76 per individual hour.
2. Aluminum redemption costs plus \$0.45 per pound for administration, handling and bailing.

**B. Terms of Payment**

1. COUNTY shall make prompt payments upon CONTRACTOR'S presentation of monthly invoices. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by COUNTY to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

3. Reimbursement for travel and subsistence expenses - The parties agree that no payment will be made for travel or subsistence expenses to the CONTRACTOR.

**IV. AUTHORIZED REPRESENTATIVES**

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

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

Name: Martin Herrick  
Address: 304 South Marshall Street, Caledonia, MN 55921  
Telephone: (507) 725 - 5800  
E-Mail: Martin.Herrick@co.houston.mn.us  
Fax: (507) 725 - 5590

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

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

Name: Samantha Sherry  
Address: 521 Old Highway Drive, Caledonia, MN 55921  
Telephone: (507) 725 - 2092  
E-Mail: samantha@abcinc.org  
Fax: (507) 725-5691

V. **CANCELLATION AND TERMINATION**

- A. This CONTRACT may be canceled by COUNTY at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. 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. *Termination for Insufficient Funding.* COUNTY may immediately terminate this CONTRACT if funding cannot be continued at a level sufficient to allow for the payment of the services covered herein. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of COUNTY receiving notice that sufficient funding is not available. COUNTY is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available.

VI. **ASSIGNMENT**

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of COUNTY.

VII. **LIABILITY**

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

**VIII. INSURANCE REQUIREMENTS**

CONTRACTOR agrees that at all times during the term of this CONTRACT to maintain:

- Comprehensive General Liability - \$1.5 million minimum per occurrence
- Excess Liability Coverage - \$3 million over the general and automobile coverage.
- Auto Liability: \$1.5 million combined single limit
- Workers Compensation as required by Minnesota Statutes

The COUNTY of Houston shall be listed as an additionally named insured on the above policies by the 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 the cancellation, non-renewal or material changes. An ACORD Certificate of Liability Insurance for the above listed coverage shall be supplied to COUNTY by CONTRACTOR for each calendar year covered by the term of this CONTRACT.

See Exhibit A.

**IX. WORKERS' COMPENSATION**

The CONTRACTOR certifies it is in compliance with Minnesota Statute §176.181, Subd. 2, regarding workers' compensation. The CONTRACTOR'S employees and agents will not be considered COUNTY employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way COUNTY'S obligation or responsibility.

**X. PUBLICITY.**

Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify COUNTY and shall not be released prior to receiving the approval of COUNTY'S authorized representative.

**XI. NON-DISCRIMINATION.**

The CONTRACTOR will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the COUNTY, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this



contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the CONTRACT, may be forfeited for a second or any subsequent violation of the terms or conditions of this CONTRACT.

**XII. DATA DISCLOSURE.**

The CONTRACTOR is required by Minnesota Statute §270C.65, to provide either a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. *This contract will not be approved unless these numbers are provided.* These numbers will be available to federal and state tax authorities and state personnel involved in approving the CONTRACT and the payment of state obligations.

**XIII. GOVERNMENT DATA PRACTICES ACT.**

The CONTRACTOR and COUNTY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, 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 must immediately notify COUNTY. COUNTY will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

**XIV. INTELLECTUAL PROPERTY RIGHTS.**

The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted law, COUNTY at the CONTRACTOR'S expense from any action or claim brought against COUNTY to the extent that it is based on a claim that all, or part of the materials, infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for COUNTY the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

**XV. ANTITRUST.**

The CONTRACTOR hereby assigns to the COUNTY any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

**XVI. JURISDICTION AND VENUE.**

This CONTRACT, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach thereof, shall be in the state or federal court with competent jurisdiction in Houston County.

**XVII. AMENDMENTS.**

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

**XVIII. AUDITS.**

Under Minn. Stat. § 16C.05, subd. 5, the CONTRACTOR'S books The 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.

**XIX. SURVIVAL OF TERMS.**

The following clauses survive the expiration, cancellation or termination of this CONTRACT: VII., Liability; IX., Publicity; XI., Data Disclosure; XII., Government Data Practices Act; XIII., Intellectual Property Rights; XV., Jurisdiction and Venue; and XVII., State Audits.

**[SIGNATURE PAGE FOLLOWS]**

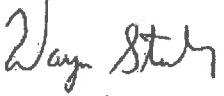
**EXHIBIT A**

**ACORD LIABILITY INSURANCE CERTIFICATE**

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

**APPROVED:**

**CONTRACTOR:**

By: (authorized signature)

Wayne Stenberg
Title: Executive Director
Date: Dec 6, 2023

**HOUSTON COUNTY:**

By: (authorized signature)
Martin Herrick
Title: Environmental Services Director
Date:

**APPROVED AS TO FORM AND EXECUTION:**

By: (authorized signature )
Samuel Jandt
Title: Houston County Attorney
Date:



LEASE

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between Houston County hereinafter called the lessee and Dennis Gavin, hereinafter called the lessor.

Witnesseth:

The lessors, for and in consideration of the covenants and agreement hereinafter contained to be kept and performed by the lessee, do hereby demise and lease to the lessee and the lessee does hereby hire and take from the lessors, the property described as follows: approximately one acre more or less located in the south half of Section 14, Township 102, North Range 6 West of Houston County, more particularly described as being adjacent to and south and east of the former demolition site located on property owned by the lessors, together with an easement for purposes or ingress and egress connecting the above with public roadways. The boundaries agreed on by the lessors and the lessee are described in legal description attached to this document and incorporated by reference as Exhibit A.

The lessee shall have and hold the premise hereby demised together with the rights, easements and appurtenances thereto belonging to the lessors, their successors and its assigns, subject to the following terms and conditions:

1. Term and use. The term of this lease shall commence on January 1, 2024, and continue through December 31, 2026, unless executed or sooner terminated as hereinafter provided. The lessee shall have the option of renewing said lease for an additional five-year period on the terms and conditions to be agreed on by the parties so long as there is not a substantial change in circumstances and so long as the original lessors remain in possession of the property.

2. Rent. For the period of time from January 1, 2024, through December 31, 2026(1) Approach. The access approach immediately adjacent to the public right-of-way shall be a flat area twenty (20) feet wide and twenty (20) feet long. (2) Gradient. Driving Surface Gradient shall not exceed twelve (12) percent. (3) Width. The driveway shall have a width of not less than twelve (12) feet at the narrowest dimension. (4) Side Slopes. Driveway banks shall not exceed a 2:1 slope gradient., the lessor shall receive as and for rent for the property the sum of \$3,650.00 per year. Beginning with January 1, 2024, and continuing each year thereafter, the rent shall be payable in the first month of each year. Additionally, the lessor is permitted to dispose of up to twelve semi tires each calendar year of this agreement at no charge at the Caledonia manned dumpster site

during normal weekday operational hours.

3. Possession. The lessors shall deliver possession of the premises "as is" with the understanding that the lessee will be leveling the area, fencing the area, rock the area and providing all equipment necessary for the operation of a manned dumpster site.

4. Use of the property. The lessee intends to use the property for the operation of a manned dumpster site and the lessors agree that the lessee can conduct any and all activities on said premises for that purpose.

5. Maintenance. The lessee shall be responsible to maintain the site in reasonable condition and to be responsible for maintenance of all roads to and from the site connecting it with the City and Township Roads in the area. The operation of the site and maintenance shall be at no cost to the lessors.

6. Improvements, alterations or remodeling. The lessee shall not make any permanent improvements or alterations to the property other than set out above to commence operation of the manned dumpster site without expressed written consent of the lessors. All improvements made, with the exception of fence, buildings, and equipment installed by the lessee shall remain the property of the Lessors upon termination of this lease.

7. Lessors' access. The lessors, their employees and agents have the right to enter the premises at all times reasonable for purposes of inspecting the premises.

8. Assignment and subletting. The lessee shall not assign or sublet the premises in any way, without the prior written consent of the lessors.

9. Insurance. The lessee shall be responsible to assure that the premises are covered by liability insurance. The lessee will be responsible for providing General Liability and Workers Compensation insurance for all lessee's employees who work at the premises.

10. Default by governmental prohibition. Should any governmental agency prohibit use of said premises by the lessee for the purposes herein stated, this lease shall be deemed terminated with no more obligation for payment of rent on the part of the lessee. Should governmental prohibition occur during a year after rent has been paid, rent paid to the lessors shall be refunded to the lessee on a pro-rata basis to the date of termination by said governmental prohibition.

11. Covenants to hold harmless. The lessee agrees to save, hold harmless, and defend the lessors against any liability for damages to any person or property in or about the premises as a result of

the lessee's use of property for purposes of maintaining a manned dumpster site.

12. Termination of Contract. Either party may terminate this agreement by giving ninety (90) calendar days written notice to the other party. Alterations or amendments may be made at any time if endorsed, in writing by both parties.

13. Surrender. On the last day of this lease or on the sooner termination thereof, unless extended pursuant to paragraph 1, the lessee shall peaceably surrender the premises in good condition and repair, reasonable wear and tear excluded. If the premises are not surrendered at the end of the term or the sooner termination thereof, the lessee shall indemnify the lessors against any loss or liability resulting from the delay by the lessee in so surrendering the premises.

14. Attorneys' fees. If any action at law or in equity shall be brought in court for on account of any breach of or to enforce or interpret any of the covenants, the terms or conditions of the lease or for the recovery of the possession of the premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs its reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

In witness whereof, the parties hereto have executed this lease the day and year first written above.

Lessor:

By: DENNIS J GAUVIN

By: Dennis J Gauvin

Lessee:

By: \_\_\_\_\_

County Board Chair

By: \_\_\_\_\_

Martin Herrick  
Environmental Services Director

Approved as to Form and Execution the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Samuel Jandt  
Houston County Attorney

01/03/2024  
MH



**Exhibit A**  
**Legal Description**

## EXHIBIT A

A part of the West Half of the Southeast Quarter of Section 14, Township 102 North, Range 6 West, Houston County, Minnesota, described as follows: Commencing at the southwest corner of the West Half of said Southeast Quarter; thence North 89 degrees 22 minutes 53 seconds East (NOTE: all bearings are on the Houston County Project System, 1983 NAD) along the south line of said West Half for a distance of 1319.76 feet to the southeast corner of said West Half; thence North 00 degrees 02 minutes 39 seconds West along the east line of said West Half for a distance of 1301.07 feet to the POINT OF BEGINNING, said point being in the centerline of the 30 foot wide access road; thence North 78 degrees 11 minutes 31 seconds West along the centerline of said Access Road for a distance of 110.54 feet; thence North 72 degrees 36 minutes 14 seconds West along said centerline for a distance of 254.40 feet; thence North 86 degrees 14 minutes 23 seconds West along said centerline for a distance of 67.63 feet; thence westerly along said centerline and along a curve, concave southerly, radius of 230.98 feet, central angle of 37°34'30", for an arc distance of 151.48 feet; thence South 56 degrees 11 minutes 07 seconds West along said centerline for a distance of 20.00 feet; thence South 57 degrees 04 minutes 04 seconds West along said centerline for a distance of 125.90 feet; thence South 62 degrees 33 minutes 28 seconds West along said centerline for a distance of 99.62 feet; thence North 83 degrees 39 minutes 28 seconds West along said centerline for a distance of 65.96 feet; thence South 81 degrees 09 minutes 03 seconds West for a distance of 53.87 feet; thence South 78 degrees 26 minutes 46 seconds West along said centerline for a distance of 194.19 feet; thence South 80 degrees 45 minutes 56 seconds West along said centerline for a distance of 156.94 feet; thence North 00 degrees 00 minutes 05 seconds West for a distance of 362.74 feet; thence North 44 degrees 12 minutes 00 seconds East for a distance of 438.62 feet; thence North 05 degrees 11 minutes 42 seconds East for a distance of 788.49 feet to the north line of the West Half of said Southeast Quarter; thence North 89 degrees 37 minutes 34 seconds East along said north line for a distance of 858.58 feet to the northeast corner of said West Half; thence South 00 degrees 02 minutes 39 seconds East along the east line of said West Half for a distance of 1342.02 feet to the POINT OF BEGINNING. Containing 30.00 Acres, more or less.

Said aforescribed parcel is subject to the right of access over the existing roadway being a 30 foot wide easement, 15 feet on each side of the following described centerline: Commencing at the southeast corner of the West Half of the Southeast Quarter of said Section 14; thence North 00 degrees 02 minutes 39 seconds West along the east line of said West Half for a distance of 1301.07 feet to the POINT OF BEGINNING of the centerline to be described; thence North 78 degrees 11 minutes 31 seconds West for a distance of 110.34 feet; thence North 72 degrees 36 minutes 14 seconds West for a distance of 254.40 feet; thence North 86 degrees 14 minutes 23 seconds West for a distance of 67.63 feet; thence westerly along a curve, concave southerly, radius of 230.98 feet, central angle of 37°34'30", for an arc distance of 151.48 feet; thence South 56 degrees 11 minutes 07 seconds West for a distance of 20.00 feet; thence South 57 degrees 04 minutes 04 seconds West for a distance of 125.90 feet; thence South 62 degrees 33 minutes 28 seconds West for a distance of 99.62 feet; thence North 83 degrees 39 minutes 28 seconds West for a distance of 65.96 feet; thence South 81 degrees 09 minutes 03 seconds West for a distance of 53.87 feet; thence South 78 degrees 26 minutes 46 seconds West for a distance of 194.19 feet; thence South 80 degrees 45 minutes 56 seconds West for a distance of 156.94 feet and there terminating.



Subject to an existing access easement being an easement 30 feet wide, 15 feet on each side of the following described centerline:

Commencing at the Southeast corner of the West Half of the Southeast Quarter of said Section 14; thence North 00 degrees 02 minutes 39 seconds West along the east line of said West Half for a distance of 1301.07 feet to the POINT OF BEGINNING of the centerline to be described; thence North 78 degrees 11 minutes 31 seconds West for a distance of 110.54 feet; thence North 72 degrees 36 minutes 14 seconds West for a distance of 254.40 feet; thence North 86 degrees 14 minutes 23 seconds West for a distance of 67.63 feet; thence westerly along a curve, concave southerly, radius of 230.98 feet, central angle of 37°34'30", for an arc distance of 151.48 feet; thence South 56 degrees 11 minutes 07 seconds West for a distance of 20.00 feet; thence South 57 degrees 04 minutes 04 seconds West for a distance of 125.90 feet; thence South 62 degrees 33 minutes 28 seconds West for a distance of 99.62 feet; thence North 83 degrees 39 minutes 28 seconds West for a distance of 65.96 feet; thence South 81 degrees 09 minutes 03 seconds West for a distance of 53.87 feet; thence South 78 degrees 26 minutes 46 seconds West for a distance of 194.19 feet; thence South 80 degrees 45 minutes 56 seconds West for a distance of 156.94 feet and there terminating.

Together with an existing access easement being an easement 30 feet wide, 15 feet on each side of the following described centerline:

Commencing at the Southeast corner of the West Half of the Southeast Quarter of said Section 14; thence North 00 degrees 02 minutes 39 seconds West along the east line of said West Half for a distance of 1301.07 feet to the POINT OF BEGINNING of the centerline to be described; thence North 78 degrees 11 minutes 31 seconds West for a distance of 110.54 feet; thence North 72 degrees 36 minutes 14 seconds West for a distance of 254.40 feet; thence North 86 degrees 14 minutes 23 seconds West for a distance of 67.63 feet; thence westerly along a curve, concave southerly, radius of 230.98 feet, central angle of 37°34'30", for an arc distance of 151.48 feet; thence South 56 degrees 11 minutes 07 seconds West for a distance of 20.00 feet; thence South 57 degrees 04 minutes 04 seconds West for a distance of 125.90 feet; thence South 62 degrees 33 minutes 28 seconds West for a distance of 99.62 feet; thence North 83 degrees 39 minutes 28 seconds West for a distance of 65.96 feet; thence South 81 degrees 09 minutes 03 seconds West for a distance of 53.87 feet; thence South 78 degrees 26 minutes 46 seconds West for a distance of 194.19 feet; thence South 80 degrees 45 minutes 56 seconds West for a distance of 156.94 feet and there terminating.

Subject to any easements, covenants and restrictions of record.

Said aforescribed parcel is subject to another access road, being a 30 foot wide easement for field access purposes in favor of the property described in a Deed recorded as Doc. No. 203712 on December 6, 1999 with the Houston County Recorder and being 15 feet on each side of the following described centerline:

Commencing at the southeast corner of the West Half of the Southeast Quarter of said Section 14; thence North 00 degrees 02 minutes 39 seconds West along the east line of said West Half for a distance of 1301.07 feet; thence North 78 degrees 11 minutes 31 seconds West for a distance of 110.34 feet; thence North 72 degrees 36 minutes 14 seconds West for a distance of 254.40 feet; thence North 86 degrees 14 minutes 23 seconds West for a distance of 67.63 feet; thence westerly along a curve, concave southerly radius of 230.98 feet, central angle of 17°21'48", for a distance of 70.00 feet to the POINT OF BEGINNING of said easement centerline; thence North 12 degrees 32 minutes 32 seconds West, Not tangent to the curve, for a distance of 75.80 feet; thence North 06 degrees 55 minutes 18 seconds West for a distance of 213.25 feet; thence northerly along a curve, concave westerly, radius of 626.16 feet, central angle of 12°45'55", for an arc distance of 139.51 feet; thence northwesterly along a compound curve, concave southwesterly, radius of 80.00 feet, central angle of 76°04'25", for an arc distance of 106.22 feet; thence North 81 degrees 55 minutes 02 seconds West for a distance of 97.67 feet; thence North 65 degrees 25 minutes 56 seconds West for a distance of 117.32 feet; thence North 75 degrees 02 minutes 48 seconds West for a distance of 174.20 feet to the east line of said parcel described in a Deed recorded as Doc. No. 203712 on December 6, 1999 with the Houston County Recorder and there terminating.

Parcel' is subject to the Lease Agreement with the County of Houston for the existing dumpster site.

**EXCEPTING THEREFROM:**

That part of the West Half of the Southeast Quarter of Section 14, Township 102 North, Range 6 West, Houston County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southeast Quarter of Section 14; thence North 89°22'55" East 1319.69 feet to the southeast corner of said West Half of the Southeast Quarter; thence North 00°02'31" West along the east line of said West Half of the Southeast Quarter 1301.07 feet to the centerline of the 30.00 foot wide access road; thence North 78°11'21" West along said centerline 110.54 feet; thence North 72°36'04" West along said centerline 254.40 feet; thence North 86°14'13" West along said centerline 67.63 feet; thence southwesterly 151.48 feet along said centerline and along a tangential curve concave to the southeast, said curve has a radius of 230.98 feet, a central angle of 37°34'30" feet, and the chord of said curve bears South 74°58'32" West 148.78 feet; thence South 56°11'17" West tangent to said curve and along said centerline 20.00 feet; thence South 57°04'14" West along said centerline 125.90 feet; thence South 62°33'38" West along said centerline 40.27 feet to the point of beginning; thence continuing South 62°33'38" West along said centerline 59.35 feet; thence North 83°39'18" West along said centerline 65.96 feet; thence South 81°09'13" West along said centerline 53.87 feet; thence South 78°26'56" West along said centerline 194.19 feet; thence South 80°46'06" West along said centerline 156.94 feet; thence North 00°00'03" East parallel with the west line of said Southeast Quarter of Section 14 a distance of 33.43 feet; thence North 80°46'06" East parallel with said centerline 150.87 feet; thence North 78°26'56" East parallel with said centerline 194.30 feet; thence North 81°09'13" East parallel with said centerline 59.05 feet; thence South 83°39'18" East parallel with said centerline 119.68 feet to the point of beginning.



## **HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE**

**LICENSE NUMBER: HOU ~ 32 ~ 24**

**Expiration date: DECEMBER 31, 2024**

**ISSUED TO: CALEDONIA HAULERS**

**This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.**

**This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.**

**This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.**

**This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.**

---

*Chairperson  
Houston County Board of Commissioners*

## **HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE**

**LICENSE NUMBER: HOU ~ 27 ~ 24**

**Expiration date: DECEMBER 31, 2024**

**ISSUED TO: HARTER'S TRASH & RECYCLING, LLC**

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

---

*Chairperson*  
*Houston County Board of Commissioners*

## **HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE**

**LICENSE NUMBER: HOU ~ 21 ~ 24**

**Expiration date: DECEMBER 31, 2024**

**ISSUED TO: HILLTOPPER REFUSE & RECYCLING, INC.**

**This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.**

**This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.**

**This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.**

**This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.**

---

*Chairperson  
Houston County Board of Commissioners*

## **HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE**

**LICENSE NUMBER: HOU ~ 25 ~ 24**

**Expiration date: DECEMBER 31, 2024**

**ISSUED TO: MIDWEST ROLL~OFF LLC**

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

---

*Chairperson  
Houston County Board of Commissioners*

## **HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE**

**LICENSE NUMBER: HOU ~ 31 ~ 24 Expiration date: DECEMBER 31, 2024**

**ISSUED TO: Northwoods Refuse, LLC**

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

---

*Chairperson*  
*Houston County Board of Commissioners*

## **HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE**

**LICENSE NUMBER: HOU ~ 23 ~ 24**

**Expiration date: DECEMBER 31, 2024**

**ISSUED TO: RICHARD'S SANITATION, LLC**

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

---

*Chairperson*  
*Houston County Board of Commissioners*

**COUNTY OF HOUSTON  
INTERMEDIATE SOLID WASTE DISPOSAL FACILITY LICENSE**

**RECEIPT NUMBER: 26282**

**LICENSE NUMBER: INT~HOU~023~24**

**License is Hereby granted to**

**RICHARD'S SANITATION, LLC**

**P.O. BOX 226,  
CALEDONIA, MN 55921**

**to permit the holder thereof to operate an Intermediate Solid Waste Disposal Facility in  
HOUSTON COUNTY, as provided by ordinance for the period of January 1, 2024 to  
December 31, 2024 as properly described on the application information sheet.**

**BY ORDER OF THE  
BOARD OF COMMISSIONERS  
OF THE COUNTY OF HOUSTON**

---

*Chairman  
Houston County Board of Commissioners*

## **HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE**

**LICENSE NUMBER: HOU ~ 29 ~ 24**

**Expiration date: DECEMBER 31, 2024**

**ISSUED TO: SCHOH TRUCKING**

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

---

*Chairperson*  
*Houston County Board of Commissioners*



## **HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE**

**LICENSE NUMBER: HOU ~ 26 ~ 24      Expiration date: DECEMBER 31, 2024**

**ISSUED TO: TWO GUYS & A DUMPSTER LLC**

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

---

*Chairperson  
Houston County Board of Commissioners*

## **HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE**

**LICENSE NUMBER: HOU ~ 22 ~ 24**

**Expiration date: DECEMBER 31, 2024**

**ISSUED TO: WASTE MANAGEMENT OF WI, INC.**

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

---

*Chairperson*  
*Houston County Board of Commissioners*

## **HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE**

**LICENSE NUMBER: HOU ~ 33 ~ 24**

**Expiration date: DECEMBER 31, 2024**

**ISSUED TO: LRS MINNESOTA**

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1<sup>st</sup>. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

---

*Chairperson*  
*Houston County Board of Commissioners*

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
January 23, 2024**

**Date Submitted: 1/18/2024**  
**By: Polly Heberlein – Interim Auditor-Treasurer**  
**CONSENT AGENDA REQUEST**

**APPOINTMENT REQUEST**

**ACTION ITEM REQUESTS**  
Requesting approval of Establishing Ballot Board for Absentee and UOCAVA for the 2024 PNP Election (Presidential Nomination Primary) and the March Township Election per M.S. 203B.121

<b><u>Reviewed by:</u></b>	<input type="checkbox"/> HR Director	<input type="checkbox"/> Sheriff	<input type="checkbox"/>
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> Engineer	<input type="checkbox"/>
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	<input type="checkbox"/>
	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> XX	<input checked="" type="checkbox"/> Auditor-Treasurer
	<input type="checkbox"/> Environmental Svcs		
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

## **RESOLUTION 24-07**

### **ESTABLISHMENT OF ABSENTEE BALLOT BOARD AND UOCAVA BALLOT BOARD – M.S. 203B.121**

I, Polly Heberlein, Houston County Interim Auditor/Treasurer, do hereby certify that on this 23<sup>rd</sup> day of January 2024, I appointed the following individuals to both the Houston County Absentee Ballot Board and the Houston County UOCAVA Ballot Board for the March 2024 Presidential Nomination Primary Election a/k/a PNP and the March 2024 Township Election:

Eliana Babinski  
Amy Sylling  
Mark Bennett

Witness my hand and the seal of my office this 23rd day of January, 2024.

(SEAL)

---

Polly Heberlein  
Houston County Interim Auditor/Treasurer