

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: March 12, 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, Fillmore County Journal Reporter Charlene Selbee, The Caledonia Argus Associate Editor 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 Pogleasa, Sheriff Brian Swedberg, and Deputy Auditor/Treasurer Eliana Babinski

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Severson, seconded by Commissioner Schuldt, motion unanimously carried to approve the meeting minutes from March 5, 2024.

Public Comment:

None.

APPOINTMENTS

None.

CONSENT AGENDA

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

- 1) Change the status of Patricia Goetzinger Krall's employment from that of a temporary/casual 67-day a Transport Officer to a temporary/casual 67-day Jailer/Dispatcher at an hourly rate of \$23.19.

- 2) Confirm/accept the resignation of Susan Wiegrefe a probationary 0.5 FTE, Deputy Auditor/Treasurer-License Center effective 03/11/2024.
- 3) Approve a competitive search for a probationary 0.5 FTE, Deputy Auditor/Treasurer-License Center.

ACTION ITEMS

File No. 1 – Commissioner Burns moved, Commissioner Myhre seconded, motion unanimously carried to accept donations to the Extension Tesmer Farm Safety Day for a total of \$2,075.00.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended and upcoming meetings including a Land Use, Parks Committee, Public Health, Workforce, Community Services, Airport, Semcac, Board of Canvas, and Jail Committee meetings.

Commissioner Burns said he planned to go to Shore Acers during the first bass fishing tournament of the year to monitor the boat traffic. He said he had never seen or experienced it before, and he wanted to see first hand the traffic some of the residents had spoke to the board about.

Commissioner Burns said Public Health was working on a dental pilot program to increase utilization in Houston County. Delta Dental would be working with local dental providers. The Commissioners commented that Public Health Supervisor Jordan Knoke had done a good job working on the dental programs.

There being no further business at 9:37 a.m., a motion was made by Commissioner Burns, seconded by Commissioner Myhre, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on March 12, 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: March 19, 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, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Human Resources Director Theresa Arrick-Kruger, Recorder Mary Betz, Engineer Brian Pogodzinski, Engineering Supervisor Justin Conway, Sheriff Brian Swedberg, MnDOT Project Manager Robert Jones, and MnDOT Representative Tory Thompson

Board Workgroup Session

Engineer Pogodzinski presented two MnDOT projects scheduled for 2027 construction, TH 14/16/61 in La Crescent from the south side of N 4th St through the intersection of County Highway 6, and TH 16 from Millers Corner, TH 26, to the Hokah Fire Station.

The La Crescent project involved resurfacing the roadway with the focus of the discussion being on the impacts to County Highway 6, S 3rd St. The existing lane configuration and photos from the area were presented, along with a proposed alternative provided by the City Administrator. The City of La Crescent wanted a four to three-lane conversion with the addition of bike lanes. Information from MnDOT on impacts to the traffic lanes at the signal lights were presented. The general consensus of the board, MnDOT staff, and County Engineer was to leave the lane configuration as it currently existed.

New sidewalk and crosswalks were also discussed with MnDOT proposing to have a new crosswalk across County Highway 6 at the intersection with Walnut St. The right of way in this location was currently MnDOT, but was anticipated to be turned over to the County in the future. Due to the proximity to the stop lights and traffic levels, the County Board preferred not to have a crossing at this location as pedestrians could cross at the TH 14/16/61 intersection with stop lights or the Oak St crossing that had a RRFB.

Overhead street lighting was discussed to determine if the County wanted to see the luminaires be updated to LED lighting in conjunction with the project. MnDOT would be looking into their cost participation policy to determine which lights would be the responsibility of the County.

The TH 16 project from Millers Corner to the Hokah Fire Station project was also a resurfacing project and would include changing the driveway access to the fire station. MnDOT would check on what it would cost to install intersection lighting at the intersection of TH 16 with County Highway 21 and 7 and the County could then decide if they wanted intersection lighting.

MnDOT provided a brief update on a couple other projects on the schedule, TH 76 from Houston to Caledonia, a roundabout at the intersection of TH 44/76 and Kingston St, and resurfacing TH 44 between Caledonia and Spring Grove. Those projects were scheduled for 2028 and 2029.

Sheriff Swedberg updated the board on various items. He said he was still moving forward with researching how the jail could be a temporary hold facility for juveniles. He said jail staff were currently taking trainings for working with juveniles since the jail population had been only one or zero recently. Staff was also doing extra cleaning of the facility. Commissioner Johnson asked the Board if the plan was for sure to move forward with becoming a temporarily hold facility for juveniles. He asked when the Board would get to vote on the matter. He said other places did not offer this, or had gotten out of the business, and he wanted to make sure the County researched why before making any final decisions. It was decided that Sheriff Swedberg would keep moving forward, but an official vote would eventually be taken regarding the facility.

Commissioner Burns brought up several ideas he had including a wheelage tax, County sales tax, changing zoning to allow two houses per quarter, quarter only on non-farmland with a minimum of five acres, and asked the Board about moving forward with constructing Airport T hangers.

Commissioner Johnson was not in favor of changing the one per quarter, quarter rule saying the Comprehensive Land Use Plan had just recently been adopted. He also said some counties up North were having trouble as they had made their rules for density less strict, and were now having issues, and considering reversing their rules back to the original rules. He said he did not want to see Houston County have issues like that.

It was the general consensus of the Commissioners to have Engineer Pogodzinski advertise that the County had space to build T hangers at the County Airport if people were interested in leasing space and building their own. In the future the County could look at the possibility of building hangers and renting them out.

The meeting ended at 11:10 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Polly Heberlein, Interim Auditor/Treasurer

Houston County Agenda Request Form

Date Submitted: 3/26/2024

Person requesting appointment with County Board: John Pogleasa, Director Public Health & Human Services

Will you be doing a power point or video presentation: ☐ Yes ☒ X NO

Issue:

Establish 2024 contract with Driftless Region Vector Control LLC to canvass specifically identified Houston County communities for potential mosquito related human health hazards. Cost increase of \$100.00 (\$2627.00 to \$2727.00).

Attachments/Documentation for the Board's Review:

Soft copy of contract for review and two copies of contract for signature

Justification:

Action Requested:

Review and approve contract as presented.

For County Use Only			
Reviewed by:	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning/Environmental Service
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> HR/Personnel
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	<input type="checkbox"/>
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 schedule appointments as appropriate.

PURCHASE CONTRACT FOR MOSQUITO ABATEMENT SERVICES

I. PARTIES.

This Contract is made and entered into this 29th of February, 2024 by and between Driftless Region Vector Control LLC, hereinafter referred to as Provider, and Houston County, Minnesota, hereinafter referred to as Purchaser.

Provider's employee responsible for administration of this Contract will be Joseph Writz, Owner of Driftless Region Vector Control LLC, whose principal address is PO Box 2722, La Crosse, WI 54602.

Purchaser's employee responsible for administration of this Contract will be Jordan Knoke, Public Health Supervisor, whose principal address is 611 Vista Drive, Suite 1, Caledonia, MN 55921.

II. SERVICES TO BE PROVIDED AND CONTRACT PERIOD.

- a. Purchaser has an endemic area for arboviruses that are dangerous to the health and well being of its residents, and wishes to purchase services to address the issue. Provider is experienced with the elimination and abatement of mosquitoes that can bear the La Crosse strain of Encephalitis and other arboviruses, and can provide these services.
- b. Provider will provide services to canvass communities for potential mosquito-related human health hazards, identify and larvicide habitat sites for mosquito abatement, and provide Purchaser with list of found sites and activities, in Houston County.

Communities/Areas to canvass include:

Eitzen, Golfview Dr Area (west of Hokah), Hokah, Houston, Money Creek, Outer La Crescent (residential area just outside western city limits).

- c. When a potential mosquito-related human health hazard site is identified (seen from the road or complaint site), Provider will follow these steps:
 1. Attempt to communicate with owner of property where habitat is located. If owner cannot be found, Provider will leave pamphlet and reminder at the door and then exit the property. Provider will leave the property if instructed by property owner and will not enter posted property or properties with aggressive people or animals.
 2. Educate owner and provide pamphlet about the issue.
 3. Check habitat for mosquito presence and treat with larvicide.

4. Keep record of all information obtained at the site.
 5. Notify Purchaser about sites when permission is not given to check and treat habitat.
- d. Provider will fully canvass communities listed in II. b. once. The sites found in the initial canvassing will be rechecked twice to update the site list. If Provider is given a letter of permission or authority by Purchaser, non-compliant sites may be entered and human health hazards may be treated during rechecks if no immediate contact is made.
 - e. Provider may also set up and monitor ovitraps throughout Purchaser's County designed to collect and remove the eggs of vector mosquito species in coordination with Purchaser's officials.
 - f. Purchaser agrees to purchase and Provider agrees to provide the above described mosquito abatement services during the period of:

May 1, 2024 to December 31, 2024

III. PAYMENT FOR SERVICES.

- a. Purchaser agrees to pay Provider for the services provided in accordance with this Contract.
- b. Purchaser will pay compensation to Provider for Services in the amount of \$2,727. Payments will be made as follows:

Date and Payment Amount

1 st of May, 2024	<u>\$1,364</u>
1 st of August, 2024	<u>\$1,363</u>

- c. Purchaser will pay Provider within 30 days of the payment date.
- d. If Purchaser requests additional services from Provider, Purchaser will provide additional resources to Provider.

IV. INSURANCE.

- a. Purchaser shall not provide insurance coverage of any kind for Provider or Provider's employees or contract personnel. Provider shall obtain the following insurance coverage and maintain it during the entire term of this Contract:
 1. Automobile liability insurance for each vehicle used in the performance of this Contract -- including owned, non-owned (for example, owned by Provider's employees), leased, or hired vehicles -- in the minimum amount of \$1.5 million combined single limit per occurrence for bodily injury and property damage.

2. Comprehensive or commercial general liability insurance coverage in the minimum amount of \$2 million general aggregate combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

V. INDEMNITY AND HOLD HARMLESS.

- a. Except as may be caused by the sole negligence of Provider or its employees, Purchaser agrees to save, hold harmless, defend and indemnify the Provider and all its officers, employees and agents, against any and all liability claims and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the services, operation or performance of work in connection with this contract.

VI. INDEPENDENT CONTRACTOR STATUS.

- a. Subject to terms and conditions of this Contract, Purchaser hereby engages Provider as an independent contractor to perform the services set forth herein, and Provider hereby accepts such engagement.
- b. This Contract shall not render Provider an employee, partner, agent of, or joint venturer with Purchaser for any purpose. Provider is and will remain an independent contractor in relationship to Purchaser. Purchaser shall not be responsible for withholding taxes with respect to Provider's compensation hereunder. Provider shall have no claim against Purchaser hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- c. Provider has the right to perform services for others during the term of this Contract.
- d. Provider has the sole right to control and direct the means, manner, and method by which the services required by this Contract will be performed. Provider shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
- e. Provider has the right to hire assistants as subcontractors or to use employees to provide the services required by this Contract.
- f. Neither Provider nor Provider's employees or contract personnel shall be required to wear any uniforms provided by Purchaser.
- g. The services required by this Contract shall be performed by Provider, Provider's employees, or contract personnel, and Purchaser shall not hire, supervise, or pay any assistants to help Provider.

- h. Neither Provider nor Provider's employees or contract personnel shall receive any training from Purchaser in the professional skills necessary to perform the services required by this Contract.
- i. Neither Provider nor Provider's employees or contract personnel shall be required by Purchaser to devote full time to the performance of the services required by this Contract.

VII. EXPENSES OF SERVICES.

- a. Provider shall be responsible for all expenses incurred while performing services under this Contract. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; larvicide; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Provider hires to complete the work under this Contract.

VIII. DATA PRACTICES COMPLIANCE.

- a. Provider will have access to data collected or maintained by Purchaser to the extent necessary to perform Provider's obligations under this Contract. Provider will not release or disclose the contents of data classified as not public to any person except at the written direction of Purchaser. Upon termination of this contract, Provider agrees to return data to Purchaser, as requested by Purchaser.

IX. SEVERABILITY.

- a. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

X. CONTRACT REVISION AND/OR TERMINATION.

- a. Failure to comply with any part of this Contract may be considered cause for revision, suspension, or termination.
- b. Revision of this Contract must be agreed to by Provider and Purchaser by an addendum signed by authorized representatives of both parties.
- c. Provider shall notify Purchaser whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this Contract.

- d. If either party finds it necessary to revise or terminate the Contract prior to the expiration date for reasons other than nonperformance, actual cost incurred by the Provider may be reimbursed for an amount determined by mutual agreement of both parties.
- e. This Contract can be terminated by thirty (30) day written notice by either party.
- f. The provisions of section V. a. shall survive any termination.

XI. CONDITIONS OF THE PARTY'S OBLIGATION.

- a. This Contract is contingent on authorization of Minnesota and United States Laws, and any material amendment or repeal of the same affecting relevant authority shall serve to terminate this agreement except as further agreed to by the parties hereto.
- b. Nothing contained in this Contract shall be construed to supersede the lawful powers or duties of either party.
- c. It is understood and agreed that the entire Contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XI. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.

- a. Federal Regulation 45 CFR 92.35 prohibits Houston County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Houston County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Contract, the Provider certifies that they are in compliance with these regulations.
- b. By signing this Contract, the Provider certifies that it and its principals and employees:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
 - 2. Have not within a three (3) year period preceding this Contract:
 - i. Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;

ii. Violated any federal or state antitrust statutes; or

iii. Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:

i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;

ii. Violating any federal or state antitrust statutes; or

iii. Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.

5. Shall immediately give written notice should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

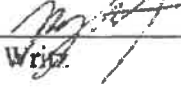
c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

d. Directions for on-line access to excluded providers:

1. To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>

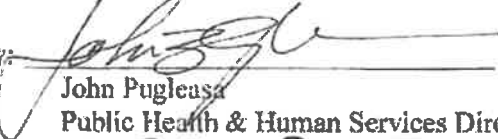
2. If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Human Services Director, at (507) 725-5886.

DRIFTLESS REGION VECTOR CONTROL LLC

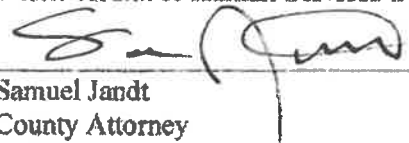
By: 
Joseph Wright
Owner

2/29/24
Date

HOUSTON COUNTY

By: 
John Pugliese
Public Health & Human Services Director

3/5/2024
Date

By: 
Samuel Jandt
County Attorney

3/5/2024
Date

By: _____
Name: _____
County Board Chair

Date

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

Date Submitted: 3/26/2024

By: Brian Swedberg, Sheriff

ACTION REQUEST:

CONSENT AGENDA REQUEST:

Request to approve applying for three grants:

- 2024 MN State Boat Patrol Grant
- 2024 Federal Boat Patrol Grant
- 2025 Federal Supplemental Boating Equipment Grant

Reviewed by:

___ HR Director

___ x

County

Sheriff

County

Engineer

___ Finance Director

___ IS Director

PHHS

Other

**(indicate
dept)**

___ County Attorney

___ Environmental Svcs

Recommendation:

Decision:

**HOUSTON COUNTY
AGENDA REQUEST FORM
November 5, 2021**

Date Submitted: November 5, 2021

By: Robert Thoen

The Brownsville VFW has again donated \$150.00 to the Veteran Services Office to use for any veteran's needs. The County Board must accept this by motion.

Reviewed by:

☐ HR Director

☒ Finance Director

☐ IS Director

☐ County Attorney

☐ Environmental Svcs

County

Sheriff

County

Engineer

PHHS

Other

(indicate

dept)

VSO

Recommendation:

Decision:

**HOUSTON COUNTY
AGENDA REQUEST FORM
March 26, 2024**

Date Submitted: March 21, 2024

By: Tess Kruger, HRD/Facilities Mgr.

ACTION

- **Consider contracting with Collaborative DesignGroup (CDG) for professional design services for upgrades to the Public Health area of the Community Services Building (proposal and quote attached)**
- **Consider approving the Memorandum of Agreement with International Union of Operating Engineers, Local 49 (MOA attached)**

APPOINTMENT REQUEST

NONE

HR CONSENT AGENDA REQUEST

Highway Department

- **Accept the resignation Randall Hongerholt, Highway Maintenance Specialist, effective 04/01/2024, and thank him for his 23 years of service to the residents of Houston County**
- **Approve a competitive search for a Highway Maintenance Specialist**

Sheriff's Office

- **Assign Rachel Meyer, currently Lead Jailer/Dispatcher, as the 1.0 FTE exempt status, Interim Jail Administrator, C43, Step 6 effective 04/07/2024 for a period not to exceed one year. Meyer retains all rights otherwise accrued during this interim assignment, including hours served towards step placement upon her return to a Lead Jailer/Dispatcher position.**

Copies to:

<input type="checkbox"/>	HR Director	<input checked="" type="checkbox"/>	Sheriff
<input checked="" type="checkbox"/>	Finance Director	<input checked="" type="checkbox"/>	Engineer
<input type="checkbox"/>	IS Director	<input checked="" type="checkbox"/>	PHHS
<input type="checkbox"/>	County Attorney	<input type="checkbox"/>	(indicate other dept) <input type="text"/>
<input type="checkbox"/>	Environmental Svcs		

Recommendation:

Decision:



HOUSTON COUNTY-COLLABORATIVE Design Group, inc.
Professional Services Agreement
FACILITY UTILIZATION STUDY

THIS CONTRACT, amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter HOUSTON), and COLLABORATIVE Design Group, Inc., (hereinafter COLLABORATIVE).

WHEREAS, HOUSTON pursuant to Minnesota Statutes Chapter 375, is empowered to procure professional services, and

WHEREAS, HOUSTON seeks to upgrade and enhance the County's Public Health facilities utilization located at the County Community Services building at 611 Vista Drive, Caledonia, MN 55987, , and

WHEREAS, COLLABORATIVE represents it has employees and agents who are duly qualified and willing to amend the current documents and perform the services set forth in this CONTRACT.

NOW THEREFORE, it is agreed:

I. TERM OF CONTRACT

This CONTRACT shall be effective on April 1, 2024 or upon the date the final required signature is obtained by both parties, whichever occurs later, and shall remain in effect through March 30, 2025 unless cancelled pursuant to the provisions set forth in clause V. herein.

II. COLLABORATIVE DUTIES

COLLABORATIVE will deliver the requested professional services, in a timely manner, consistent with the Scope of Work set forth in COLLABORATIVE'S *Proposal for Design Services for Public Health Community Services Building Modifications*, (hereinafter, PROPOSAL) dated March 1, 2024 (Exhibit A).

III. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration. All services performed by COLLABORATIVE pursuant to this CONTRACT shall be paid by HOUSTON as follows:

- Compensation. HOUSTON agrees to pay COLLABORATIVE according to the fee schedule set forth in the PROPOSAL, not to exceed THIRTY-TWO THOUSAND EIGHT-HUNDRED AND TEN dollars (\$32,810.00).

B. Payments. COLLABORATIVE will provide HOUSTON two (2) invoices: one reflecting 50% completion of the work and the second reflecting 100% completion of the work.

IV. AUTHORIZED REPRESENTATIVES

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

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

Name: Theresa Arrick-Kruger
Address: HRD/Facilities Mgr.
304 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-5822
E-Mail: Theresa.Arrick-Kruger@co.houston.mn.us

B. COLLABORATIVE'S authorized representative for the purpose of administration of this CONTRACT is:

Name: Craig Milkert
Project Manager, Structural Engineer
Address: 125 Main Street SE, Suite 100
Minneapolis, MN 55414
Telephone: (612) 332-3654
E-Mail: cmilkert@cdg-mn.comm

V. CANCELLATION AND TERMINATION

This CONTRACT may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, COLLABORATIVE shall be entitled to reimbursement for pro-rated services to effective date of cancellation.

VI. ASSIGNMENT

COLLABORATIVE shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of HOUSTON.

VII. LIABILITY

COLLABORATIVE employees and agents at all time remain under the direction and supervision of COLLABORATIVE. HOUSTON employees shall at all times remain under the direction and supervision of HOUSTON. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Notwithstanding, each party shall be liable for its own acts to the extent provided by law and hereby agree 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. (VII. and VIII. herein supersede any conflicting or inconsistent clauses in COLLABORATIVE's June 24, proposal.)

VIII. INSURANCE REQUIREMENTS

COLLABORATIVE shall maintain minimum General Liability, Commercial Auto, Professional liability, and Workers' Compensation coverage at the recommended levels set by the Minnesota Counties Insurance Trust (MCIT) throughout the term of this agreement. HOUSTON and COLLABORATIVE agree that at all times during the term of this CONTRACT to maintain the following levels of minimum coverage:

- 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

COLLABORATIVE 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 COLLABORATIVE for each calendar year covered by the term of this AGREEMENT (Exhibit B).

IX. GOVERNMENT DATA PRACTICES

COLLABORATIVE agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties in accordance with this CONTRACT. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either COLLABORATIVE or HOUSTON. Further, COLLABORATIVE will notify the HOUSTON within two business days of any request it receives to release data as a result of this CONTRACT.

XIV. INTELLECTUAL PROPERTY RIGHTS

All work and reports generated as a result of this agreement are the property of HOUSTON. All materials delivered to COLLABORATIVE by HOUSTON and work generated by COLLABORATIVE as a result of this agreement will be delivered within ten business days of HOUSTON's request for documents.

XV. 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. JURISDICTION/VENUE

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota. All proceedings related to the CONTRACT shall be venued in Houston County, Minnesota.

XIX. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein, and that this agreement supersedes all oral agreements, and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between HOUSTON and COLLABORATIVE relating to the subject matter hereof.

XX. SURVIVAL OF TERMS

The following clauses survive the expiration, cancellation or termination of this CONTRACT: VII, Liability; IX, Government Data Practices Act; XIV, Intellectual Property Rights; and XVIII. Jurisdiction/Venue.

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SIGNATURE PAGE NEXT PAGE

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

APPROVED:

HOUSTON COUNTY

By: (authorized signature)

APPROVED:

COLLABORATIVE Design Group, Inc.

By: (authorized signature)

Name: Eric Johnson
Title: County Board Chair
Date: March , 2024

Name: Craig Milkert
Title: Project Manager
Date: March , 2024

HOUSTON COUNTY

By: (authorized signature)

Name: Theresa Arrick-Kruger
Title: HRD/Facilities Mgr.
Date: March , 2024

APPROVED AS TO FORM AND EXECUTION:

By:

Name: Samuel Jandt
Title: County Attorney
Date: March , 2024

EXHIBIT A

Proposal for Design Services for Public Health Community Services Building Modifications

EXHIBIT B

2024 ACORD Certificate of Liability Insurance



March 1, 2024

Theresa Arrick-Kruger | Facilities Director
Houston County
304 South Marshall Street
Caledonia, MN 55921

Re: Proposal for Design Services
Project: Public Health Community Services Building Modifications

Dear Tess,

Collaborative Design Group is pleased to present our fee proposal for design services for the Houston County Space Community Services Building modifications. With this fee letter, CDG proposes to provide the services outlined below.

PROJECT DESCRIPTION

Based upon our discussion with you, we understand the need to study and design modifications to meet the current needs of the public health department. The project area will concentrate on the entry/reception/waiting including small conference room, clinical services rooms and spaces, and under-utilized space in the rear office area for additional work stations.

The project will focus on enhancing the daily functions for Public Health staff and clients, upgrade security needs, and correct the overall flow of the space creating clear zones between client areas and staff only areas.

Collaborative Design Group suggests the outlined in the scope of work.

SCOPE OF WORK

Kick-Off Meeting with Project Team - Week 1

- Confirm project goals, budget and timeline.
- Review full scope of work.
- CDG assumes that background plan drawings will be provided by Houston County.

Detailed Design – Weeks 2-4

- Develop proposed layouts (may include 2 options).
- Finish / material selections for interior renovation items, including:

March 1, 2024
Theresa Arrick-Kruger
Proposal for Design Services
Houston County Public Health Community Services Building Modifications



- Flooring finishes throughout the project area and Public Health offices side of the building.
- Wall finishes in project areas.
- Ceiling finishes will correct damaged joints at project area and specify new where applicable.
- Casework design and finishes including cabinet style/finish, countertop, and backsplash options.
- Lighting fixtures selections will be per the County Standards.
- Present options to the Owner for review, comment and discussion.
- Revise floor plan options and finishes per Project Team review.

Modified Construction Drawings, Specifications and Documentation – Weeks 4-8

- Prepare limited construction documents for bidding and installation, including interior design and architecture in one package. Demo Plan, Floor Plan, Finish Legend, Elevations and Casework Details.
- Mechanical and electrical services are to be design build.
- Meet with Project Team to review and finalize construction documents for bidding distribution.

Bidding and Construction Administration

The estimated Construction Period will be determined by the selected contractor. CDG will provide the following services during construction:

- Attend virtual meeting with contractors, answer any bidder questions.
- Answer questions, interpret construction documents, and review shop drawings.
- Perform (2) site visits during renovation work to ensure that the intent of our construction documents is met and create a punch list.
- Attend virtual construction meetings bi-weekly.

SERVICES NOT INCLUDED

The following items excluded from this proposal can be conducted upon Owner's request as Additional Services:

- Artwork and furniture by County Vendor, not included.
- Prepare 3D visuals (2 to 3 views included) of preferred option; estimated fee \$2,000.
- Changes to Contract Documents to accommodate changes in the scope, budget, or design preference after completion of the detailed design drawings.
- Design services for work outside of the designated area.
- Contract Administration services requested after the Construction Period.
- Mechanical engineering.
- Electrical engineering.

ANTICIPATED SCHEDULE

The design work will begin immediately upon acceptance of this proposal and will be an approximately 8 week process. This does not include the Construction Administration period.

March 1, 2024
Theresa Arrick-Kruger
Proposal for Design Services
Houston County Public Health Community Services Building Modifications



COMPENSATION

Our compensation for providing the above basic services will be invoiced on a time and material basis according to the attached Rate Schedule. Our fee is estimated not to exceed \$32,810.00 including normal reimbursable expenses as outlined below and will not exceed the greater amount.

REIMBURSABLE EXPENSES

1. Automobile expenses for vehicles, including mileage, parking, or use of rental car.
2. Reproduction and plotting of drawings, specifications and reports.
3. Postage, handling, and delivery costs.

ADDITIONAL SERVICES

Compensation for authorized Additional Services will be computed on a Time and Materials Basis according to our Hourly Rate Schedule.

INVOICES

Invoices will be submitted monthly for services performed during the previous month. Payment is due upon receipt of the invoice. Interest will be added to accounts in arrears (30 days) at the rate of one percent (1.0%) per month (12% per annum) or the maximum rate allowed by law, whichever is less. For the collection of any delinquent account, Collaborative Design Group, Inc. will be reimbursed for all court costs and reasonable attorneys' fees incurred.

ACCEPTANCE

If this proposal is acceptable to you, please initiate a Purchase Order. We are prepared to begin this project immediately. If you have any questions, please do not hesitate to call.

Very truly yours

Collaborative Design Group, Inc.

Johana Harris, CID
Senior Interior Designer

Craig Milkeri, PE
Principal

Hourly Rate Schedule

STANDARD BILLING RATES – 2024

POSITION	HOURLY RATES
Principal Architect	\$220/hr
Sr. Project Manager	\$185/hr
Project Manager	\$155/hr
Sr. Project Architect	\$155/hr
Project Architect	\$145/hr
Architect	\$130/hr
Architectural Designer 2	\$145/hr
Architectural Designer 1	\$115/hr
Historic Preservation Specialist	\$155/hr
Sr. Interior Designer	\$145/hr
Project Interior Designer	\$125/hr
Interior Designer	\$115/hr
Intern	\$95/hr
Principal Structural Engineer	\$220/hr
Sr. Structural Engineer	\$155/hr
Structural Engineer	\$150/hr
Structural Engineer, EIT	\$130/hr
Structural Designer 2	\$130/hr
Structural Designer 1	\$115/hr
Roofing Specialist	\$165/hr
Building Envelope Specialist	\$140/hr
Construction Observer	\$120/hr
Technician	\$110/hr
Digital Technician	\$110/hr
Drafter 2	\$130/hr
Drafter 1	\$110/hr
Clerical	\$100/hr



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
12/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Collaborative Design Group, Inc. 125 Main Street SE, Ste 100 Minneapolis, MN 55414	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety Company of A INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 31194

COVERAGES**CERTIFICATE NUMBER:** W31627605**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		107962772	01/01/2024	01/01/2025	Per Claim \$3,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Houston County 304 S. Marshall St., Suite 208 Caledonia, MN 55921	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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SR ID: 25140753

BATCH: 3251621

MEMORANDUM OF AGREEMENT
Between
HOUSTON COUNTY
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 49

This Memorandum of Agreement (hereinafter, "MOA") is entered into between Houston County (hereinafter, "County") and the International Union of Operating Engineers (IUOE), Local No. 49 (hereinafter, "Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter, "CBA") effective January 1, 2022 through December 31, 2024; and

WHEREAS, under the terms of the Collective Bargaining Agreement, pay for Union members is governed by Article 15, Wages and Appendix A, Wage Grid; and

WHEREAS, Maintenance Specialist James Sweet is currently paid B23 Step 2; and

WHEREAS, the County and the Union desire James Sweet be paid at a wage commensurate with his experience at date of hire.

NOW THEREFORE, the parties agree as follows:

- (1) James Sweet be paid at a rate of B23 Step 3, effective the beginning of the next immediate pay period following the signature execution of this agreement.
- (2) This MOA does not affect or change James Sweet's anniversary date for the purpose of future step increases as a B23 Maintenance Specialist.
- (3) The County and the Union Acknowledge that this agreement will not serve as precedent for resolving future wage disputes nor will this MOA precedent for any other matter whatsoever.
- (4) This Memorandum of Agreement represents the complete and total agreement between the Parties regarding this matter.

SIGNATURE PAGE TO FOLLOW

The Parties have caused this Memorandum of Agreement to be executed by their duly authorized representatives on the dates indicated below.

**HOUSTON COUNTY
OPERATING
49**

**INTERNATIONAL UNION OF
ENGINEERS, LOCAL NO.**

Eric Johnson Date
Board of Commissioners, Chair

Bryce Bushman Date
Area Business Representative

Theressa Arrick-Kruger Date
Human Resource Director

Jordan Goeden Date
Local Steward

Pat Burns Date
Local Steward

APPROVED AS TO FORM AND EXECUTION

Samuel J. Jandt Date
County Attorney

Houston County Agenda Request Form

Date Submitted: February 26, 2024 Board Date: March 26, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Houston County Airport is required to solicit for and select a consultant prior to proceeding with new projects. A request of qualifications for an Airport Consultant was advertised and two Statements of Qualifications were received, one which was from our current consultant, Bolten and Menk. Bolten and Menk have been our airport consultant the past 6 years and are familiar with the county airport. The airport commission is recommending we move forward with them.

Attachments/Documentation for the Board's Review:

Justification:

Consultant Selection is required in order to utilize FAA and MnDot Aeronautics funds for engineering on future airport projects.

Action Requested:

Approval to negotiate an agreement contract with Bolten and Menk.

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="text"/>	
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

Houston County Agenda Request Form

Date Submitted: February 26, 2024 **Board Date:** March 26, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The Highway Department receives quotes annually for various bridge maintenance work on county bridges. CP 2024-07 Bridge Maintenance includes surface finishing, sand blasting, priming, and painting and is being recommended to be completed in 2024

Attachments/Documentation for the Board's Review:

Quote abstract

Justification:

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

Action Requested:

Request approval of Icon Constructors, LLC quote for Bridges 28555 (CSAH 3), 28516 (CSAH 5), 28524 (CSAH 5), 28508 (CSAH 15), 28506 (CSAH 18), and 28535 (CSAH 24).

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

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

Houston County Agenda Request Form

Date Submitted: February 26, 2024 **Board Date:** March 26, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low bid for CP 2024-01 Shouldering from Bruening Rock Products in the amount of \$303,190.22

Attachments/Documentation for the Board's Review:

Abstract for CP 2024-01 Shouldering

Reminder: Unit prices are not public until after the award.

Justification:

This is part of our annual maintenance to shoulder roads and is a budgeted item for 2024.

Action Requested:

Board approval needed to accept the bid from Bruening Rock Products.

For County Use Only			
<u>Reviewed by:</u>	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></div> County Auditor	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></div> County Attorney	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></div> Zoning Administrator
	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></div> Finance Director	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></div> County Engineer	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></div> Environmental Services
	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></div> IS Director	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></div> Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

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

Houston County Agenda Request Form

Date Submitted: February 26, 2024 Board Date: March 26, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to accept all quotes for CP 2024-02 for aggregate stock piles.

Attachments/Documentation for the Board's Review:

Abstract for CP 2024-02 Stockpile Quotes.

Reminder: Unit prices are not public until after the award.

Justification:

We do this to have rock prices available at various quarries around the county for regular maintenance or in the case of a disaster or other event that would require additional rock.

Action Requested:

Board approval to accept all quotes.

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

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

Houston County Agenda Request Form

Date Submitted: February 26, 2024 Board Date: March 26, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to accept all quotes for CP 2024-03 for equipment rental.

Attachments/Documentation for the Board's Review:

Abstract for CP 2024-04 Equipment Rental

Reminder: Unit prices are not public until after the award.

Justification:

We do this to have equipment rental prices on file in case of a disaster or other event that would require us to rent additional equipment.

Action Requested:

Board approval to accept all quotes.

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

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

Houston County Agenda Request Form

Date Submitted: February 26, 2024 **Board Date:** March 26, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to accept the low quote for CP 2024-04 for crackfilling from Fahrner Asphalt Sealers, LLC in the amount of \$57,280.00. The following roads are schedule to be repaired. CSAH 26, CSAH 15, CSAH 4, CSAH 11 and CSAH 22.

Attachments/Documentation for the Board's Review:

Abstract for CP 2024-04 Crack Filling is attached.

Reminder: Unit prices are not public until after the award.

Justification:

The Highway Department provides crack fill repair under our normal maintenance for our county roads.

Action Requested:

Board approval needed to accept the low quote from Fahrner Asphalt Sealers, LLC.

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

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

Houston County Agenda Request Form

Date Submitted: March 14, 2024 Board Date: March 26, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low bid for CP 2024-06 Seal Coat.

Attachments/Documentation for the Board's Review:

Abstract for CP 2024-06 Seal Coat

This will be available on Monday afternoon, March 25, 2024.

Reminder: Unit prices are not public until after the award.

Justification:

This is part of our annual maintenance program and is part of the budget.

Action Requested:

Board approval needed to accept the low bid.

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

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

Houston County Agenda Request Form

Date Submitted: March 19, 2024 Board Date: March 26, 2024

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Cooperative Purchasing Venture (CPV) for Road Salt. To be included in the State CPV for 2024-2025 road salt, Houston County must place their order by March 29, 2024.

Attachments/Documentation for the Board's Review:

Recommendation is to place an order for 1,400 ton which is a 1600 ton less than last year.

Justification:

Caledonia	300 ton
Hokah	200 ton
Houston	500 ton
Spring Grove	400 ton
Total	1,400 ton

Action Requested:

Approval to order salt through the CPV.

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

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

**HOUSTON COUNTY
AGENDA REQUEST FORM
March 26, 2024**

Date Submitted: 03/21/2024

By: Carol Lapham, Finance Director

CONSENT AGENDA REQUEST

APPOINTMENT REQUEST

ACTION REQUEST

Consider approving the Management and Operations of Wildcat Park Agreement with Wildcat Creek Management LLC – Justin Rohrer and Jenna Knight – for the 2024 season.

<u>Reviewed by:</u>	<input type="checkbox"/> HR Director	<input type="checkbox"/> Sheriff	
	<input checked="" type="checkbox"/> Finance Director	<input checked="" type="checkbox"/> Engineer	
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	
	<input checked="" type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> Other	<u>Dick Walter</u>
	<input checked="" type="checkbox"/> Auditor/Treasurer		<u>Justin Rohrer/Jenna Knight</u>
<u>Recommendation:</u>			
<u>Decision:</u>			

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 Wildcat Creek Management LLC, a domestic Minnesota limited liability company, through its registered agent Justin Rohrer, (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 1, 2024, or upon the date the final required signature is obtained by both parties along with the submission by CONTRACTOR of required proof of insurance and bond, whichever **occurs later**, and shall remain in effect until midnight October 31, 2024, 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 receive the first FIFTY-TWO THOUSAND and no/100 dollars (\$52,000.00) of the online fees collected by the COUNTY for non-seasonal camping and shelter use. Thereafter, CONTRACTOR shall receive 50% of the receipts derived from the online fees for non-seasonal camping and shelter use collected by the COUNTY. CONTRACTOR shall not receive any portion of seasonal site fees.
2. CONTRACTOR shall retain 50% of all fees collected on-site for shower use, dump fees, and parking. CONTRACTOR shall retain 15% of the receipts collected on-site for boat launch.
3. Concessions is inclusive of the sale of all goods, vending machine sales, bait, and firewood sales. Proceeds from concessions shall be divided at 85% for CONTRACTOR and 15% for COUNTY after costs for the purchase of concession goods, including payments to vending machine owners. 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 2024 park/camping season, CONTRACTOR may access Wildcat Park prior to April 1, 2024.

- 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. Notwithstanding III. 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 shower use, parking, holding tank dumping and boat launch. See Appendix C, Houston County Wildcat Park Fees.
 - 2. Reading the seasonal sites utility meters prior to campers' arrival on May 1, 2024 and upon the campers' departure but no later than on October 31, 2024.
 - 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 management and maintenance of PARK except as provided in IV. herein. This includes but is not limited to equipment to facilitate online reservations, management of reservations, and on-site sales as CONTRACTOR deems necessary, along with mowing and weed trimming equipment. CONTRACTOR is responsible for all costs related to the purchases, maintenance, operation, 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. CONTRACTOR 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 timely communicate with Mauss Pumping to pump the PARK's sewage holding tanks as needed.
- F. The remittance of fees and timely payment of sales tax
1. CONTRACTOR shall submit to COUNTY via check or ACH on July 1st and following the close of the camping season 50% of the fees collected for all shower use, parking, and holding tank dump fees and 85% for boat launch along with detailed documentation of the fees collected. A check or ACH payment for 15% 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.
 2. CONTRACTOR shall possess a Minnesota Sales Tax number and shall timely remit all required sales tax to the State of Minnesota Department of Revenue.
- 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 monthly telephone and internet bills for PARK for May 1, 2024 through September 30, 2024 as an adjustment to the reservation fees paid to CONTRACTOR.
- 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 through §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 remit to CONTRACTOR \$26,000 upon execution of contract, \$13,000 on May 1, 2024 and \$13,000 on June 1, 2024. 50% of additional reservation fees collected by COUNTY will be paid to CONTRACTOR on the first day of each month thereafter.
- 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 maintain 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.

- C. Any cancellation or termination prior to July 1, 2024 requires repayment by CONTRACTOR of prorated reservation fees received from COUNTY.

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: Polly Heberlein, Interim Auditor/Treasurer
Address: Suite #112
304 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-5815
E-Mail: Polly.Heberlein@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: Justin Rohrer
Address: 205 7th Street
Brownsville, MN 55919
Telephone: 507-429-5572
E-Mail: justinrohrer407@gmail.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.

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.

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

Eric Johnson	Date
County Board Chairperson	

Justin Rohrer
Registered Agent
Wildcat Creek Management LLC

Approved as to form and execution:

Samuel Jandt
County Attorney

Date

APPENDIX A
WILDCAT PARK SITE MAP



APPENDIX B

Contract No. DACW37-1-22-0057

**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);~~ ¹²⁹ 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 as suit as provided in the Act.

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

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

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

28. ENVIRONMENTAL PROTECTION

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

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

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

29. ENVIRONMENTAL SITE ASSESSMENT

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

30. HISTORIC PRESERVATION

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

31. SOIL AND WATER CONSERVATION

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

32. TRANSIENT USE

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

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

33. COVENANT AGAINST CONTINGENT FEES

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

34. OFFICIALS NOT TO BENEFIT

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

35. MODIFICATIONS

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

36. DETERMINATION REGARDING EXECUTIVE ORDER 13658

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

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

b. Minimum Wages.

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

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

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

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

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

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

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

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

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

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

e. Payroll Records.

(1) The contractor shall 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 received 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

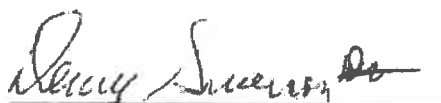
This lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining 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

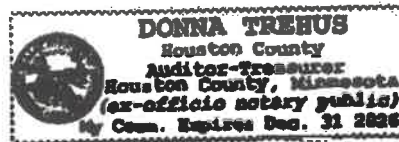
COUNTY OF Houston

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 David 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

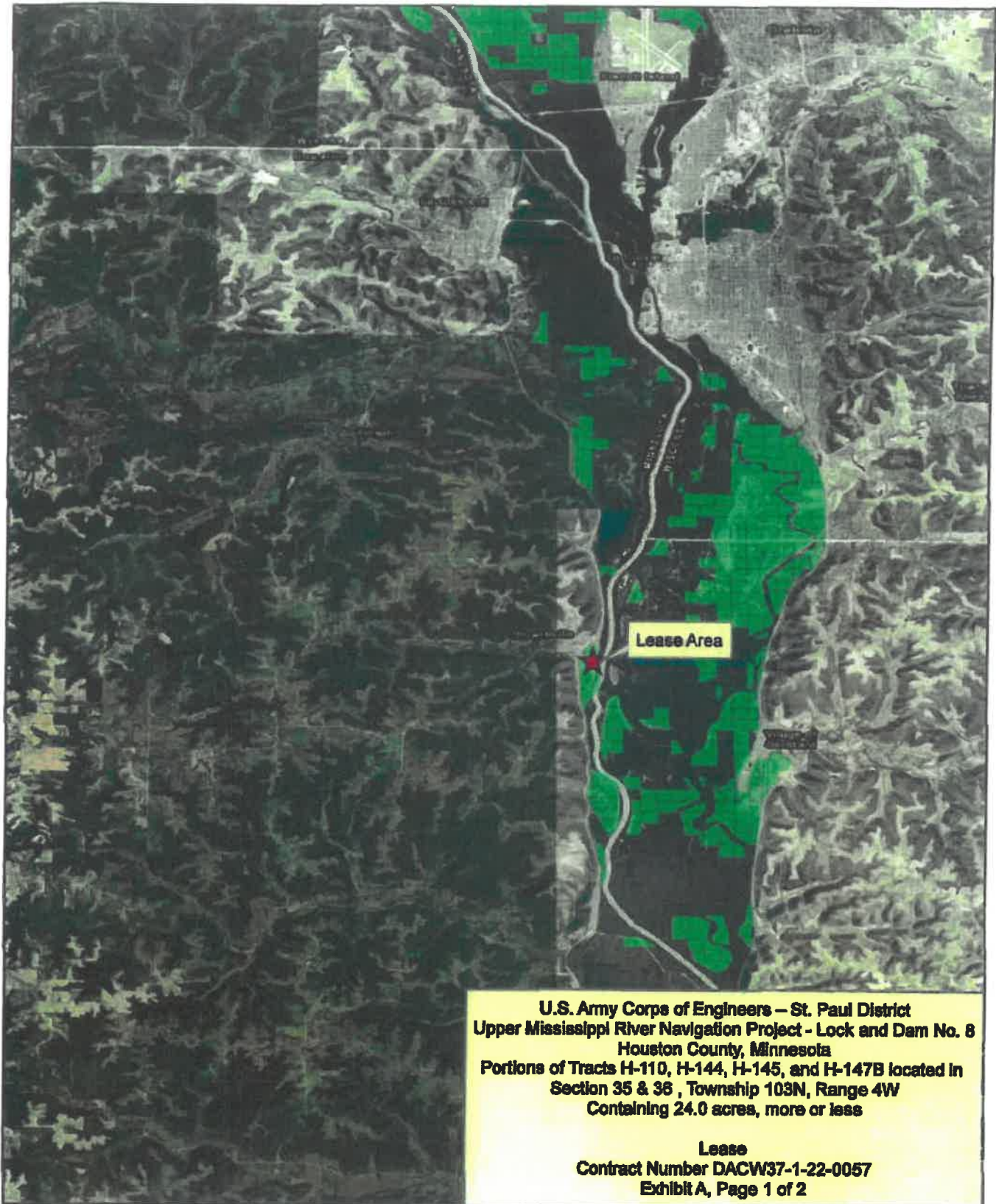


Exhibit A

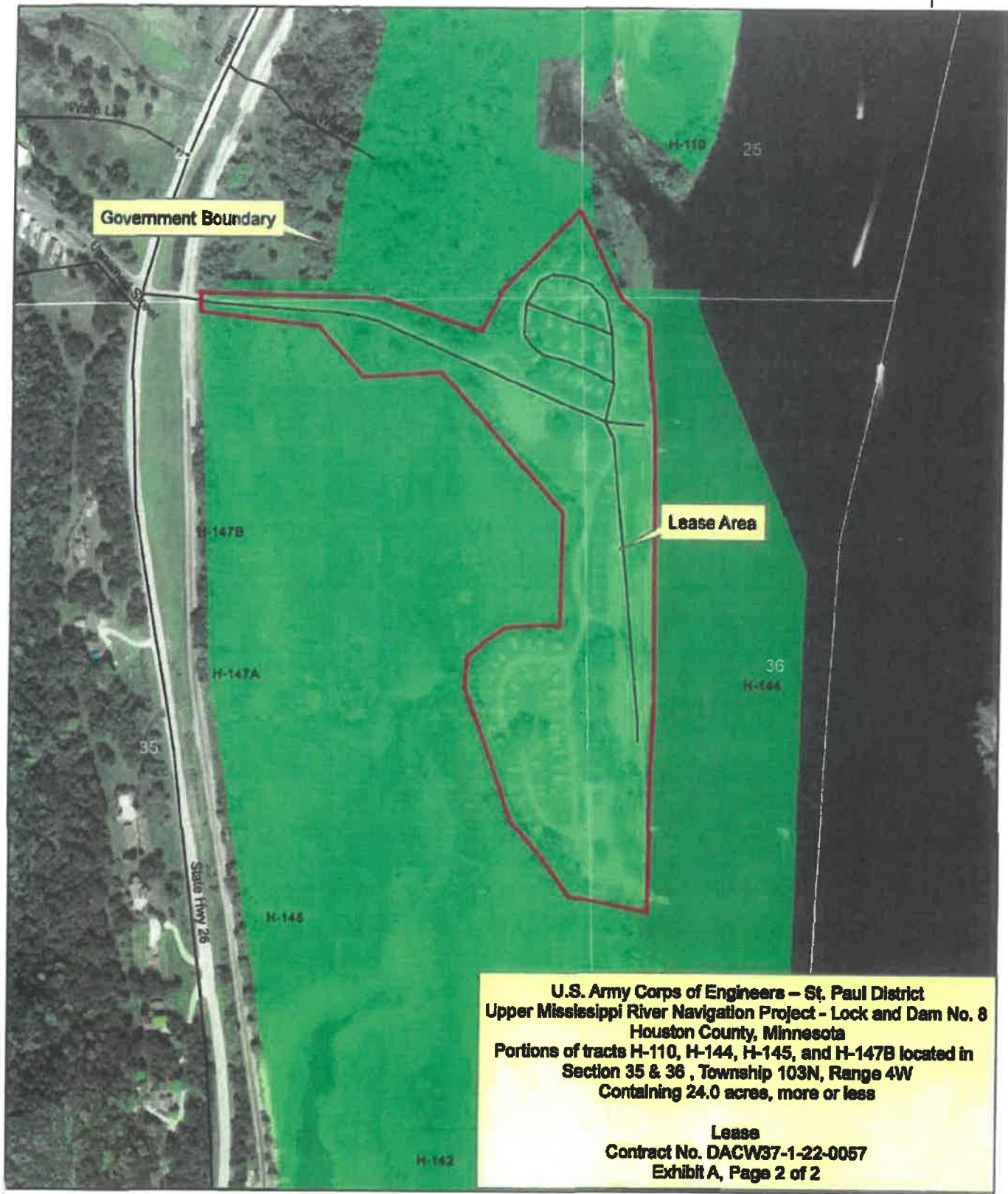


Exhibit B

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 (easements, licenses, permits, use agreements); however, an internal records check was conducted and an on-site physical inspection of the proposed outgrant area did not indicate evidence of the storage, release, or disposal of HTRW.

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

☒ Not Applicable

☐ The property has been decontaminated using the most appropriate technology consistent with the proposed use of the property.

☐ Transfer is to another Federal agency for compatible use of surface de-contaminated real property, subject to the following limitations, restrictions and prohibitions concerning the use of the property, to ensure personnel and environmental protection:

☐ Access rights are reserved to implement any monitoring plan.

☐ Coordinated with HQDA, DACW-SF and DAMO-SWS attached with the Land Disposal Site Plan (LDSP). Reference AR 385-64 "U.S. Army Explosives Safety Program."

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

☒ The applicant will not generate hazardous waste or will not treat, dispose or store waste defined by EPA as a listed waste having the following characteristics: corrosively, ignitability, reactivity, or toxicity.

☐ The applicant will generate hazardous waste or will produce waste defined by EPA as a listed waste having the following characteristics: corrosively, ignitability, reactivity, or toxicity.

Choose the appropriate:

☐ a. The applicant is a Conditionally Exempt Small Quantity Generator (CESQG)

☐ b. The applicant is a Small or Large Quantity Generator and has obtained a hazardous waste identification number from the EPA and/or, if applicable, the State.

☐ c. The applicant has established records, waste management requirements and has met storage requirements. If not, explain:

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

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

16. Additional Comments:

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

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

18. DATE:

**SIGNATURE of District
Environmental Professional**

NAME:

OFFICE:

**ZACHARIAS.KUR
T.FRANCIS.1099
159029**

Digitally signed by
ZACHARIAS.KURT.FRANCIS
.1099159029
Date: 2022.10.20 13:26:39
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APPENDIX C
HOUSTON COUNTY
WILDCAT PARK RATES AND FEES

The following rates shall apply for the 2024 season:

Seasonal Rates	\$350.00 per month/\$1,750.00 per season, plus tax and plus the actual cost of electricity (\$275.00 electricity deposit required)
Non-Seasonal Monthly Rate	\$550.00 per month plus tax
Electric Sites	\$60.00 per night plus tax
Primitive (tent) Sites	\$25 per night, per camping unit plus tax
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 payment)</i>
Non-Camper overnight parking fee	\$5.00 per night <i>(Fine of \$25.00 for non-compliance of fee payment)</i>
Non-Camper holding tank dump fee	\$10.00

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)
Check-out time:	12:00 PM (Noon), <i>provided the site is ready.</i>
Quiet Time:	10:00 PM to 8:00 AM
Park Hours:	8:00 AM to 11:00 PM. <i>No visitors/guests are allowed outside of these hours.</i>



Date: March 19, 2024

To: Houston County Commissioners & Staff

From: Allison Wagner, Houston County EDA

RE: Letter of support for Sno Pac Foods Resilient Food Systems Infrastructure (RFSI) Program grant

Recommendation: The EDA Board of Directors unanimously supports Sno Pac Food's grant application and its focus on strengthening the food supply chain. What they especially like about the project is Sno Pac's willingness to create cold storage not only for their own business, but also for other businesses in the Community.

About the grant:

The Minnesota Department of Agriculture (MDA) has entered into a cooperative agreement with the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS) for the Resilient Food Systems Infrastructure (RFSI) program. The MDA is now accepting infrastructure Grant applications for the RFSI program. Grants Funds are available for agricultural producers, businesses, and organizations operating in the middle of the food supply chain in Minnesota. The funding is intended to invest in infrastructure for aggregation, processing, manufacturing, storing, transporting, wholesaling, and distribution of locally and regionally produced food intended for human consumption exclusively.

Sno Pac Foods is proposing to construct a 30,000 square foot cold storage facility in Caledonia, Minnesota with support of the RFSI grant program. The facility will be adjacent to their existing processing plant and will fill a void for a much-needed service in the southeastern part of the state and northeastern Iowa. The new facility will be named Caledonia Cold Storage and will provide frozen storage for 3000 pallets and some refrigeration space to the community.

Action Required: A motion made by the Board of Commissioners approving letter of support for project.



March 20, 2024

Dear Resilient Food Systems Infrastructure (RFSI) Program staff,

My name is Courtney Bergey Swanson and I serve as economic development authority director for the City of Spring Grove, a town of ~1,300 located about 10 miles down the road from Sno Pac Foods. Throughout the past few years, we have seen many more young, smaller-scale farmers move into our agricultural community, and to support this growing local foods movement, I began convening the farmers together to discuss their challenges and our collective opportunities.

I was surprised to hear that their major need was storage of their products. Many do not have the infrastructure, space, and finances to build their own cold storage—they rely on their personal garages full of chest freezers, which obviously cannot accommodate pallets, organized box systems, and the professional packaging/storage they want to provide for their customers. They drive over 80 miles to cold storage facilities in Rochester, MN, which costs them valuable time on the road. These farmers mainly raise heritage pork, lamb, poultry, and other meat products, but there are also some produce farmers that represent a growing contingent of specialty crops such as aronia berries and hazelnuts, which also need cold storage. Our group even began exploring the possibility of building a cooperative cold storage facility, of which Sno Pac Foods gave great advice and insight. Ultimately, a cold storage facility built by an individual business like Sno Pac, which can offer a much-needed amenity for other businesses while also creating an additional profit stream for their own business, helps to strengthen our local economy and create an environment that is vibrant and welcoming to farmers.

Please accept this letter of support for Sno Pac Food's application to the RFSI grant program. Sno Pac is a large employer/contractor and a key business for our regional economy, and this expansion will continue to sustain and grow their work. There is an identified need for a cold storage facility in Southeastern Minnesota and this will help other local farmers grow their own businesses as well.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Courtney Bergey Swanson", written in a cursive style.

Courtney Bergey Swanson
Spring Grove EDA Director



HOUSTON COUNTY

304 South Marshall Street

Commissioners:
District 1
Dewey Severson
District 2
Eric Johnson
District 3
Robert Burns
District 4
Bob Schuldt
District 5
Greg Myhre

March 19, 2024

Ref: Resilient Food Systems Infrastructure (RFSI) Program

To whom it may concern:

This letter is written expressing Houston County's support of the proposal submitted by Sno Pac Foods in response to the RFSI grant program. We strongly support this grant application and its focus on strengthening the food supply chain. This opportunity will lead to the creation of a much-needed cold storage facility in Southeastern Minnesota. We appreciate Sno Pac's willingness to create cold storage in Houston County not only for their own business, but also for other businesses in the community to utilize.

Our Houston County Economic Development Authority regularly discusses the need for more cold storage in the region for our producers and businesses.

We encourage the funding of this proposal and appreciate the consideration.

Sincerely,

Houston County Commissioners

Eric Johnson, County Board Chairman