

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: December 31, 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, Interim Administrator Carol Lapham, Fillmore County Journal Reporter Charlene Selbee, The Caledonia Argus Associate Editor Olivia Schmidt, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, Human Resource Technician Ann Diersen, Sheriff Brian Swedberg, Chief Deputy Bill Hargrove, Emergency Management Director Mark Olson, Sergeant Zack Swedberg, Deputy Ethan Meyer, Dispatcher Pat Molling, Attorney Samuel Jandt, Environmental Services Director Amelia Meiners, MN DNR State Trail and Snowmobile Program Consultant Wade Miller, OneEnergy Renewables Associate Director Development Beth Esser, MiEnergy Vice President of Member Services Kent Whitcomb, MnDOT District Engineer Mark Schoenfelder, MnDOT Right of Way Supervisor Brian Veronen, MnDOT Assistant Right of Way Supervisor Dave Evans, Sheri Allen, Andy Allen, Moriah Meyer, Cindy Wright, Brad Thachy, Al Christian, Kristi Molling, Bri Ceaser, Paytience Swedberg, Lydia Swedberg, Danielle Swedberg, Rebecca Swedberg, Rick Voshart, Donise Heiller Becker, and Edward Voight

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Myhre, seconded by Commissioner Severson motion unanimously carried to approve the meeting minutes from December 17, 2024.

Public Comment:

None.

APPOINTMENTS

Sheriff Brian Swedberg presented the Life Saving Award to three people: Sergeant Zach Swedberg, Deputy Ethan Meyer, and Dispatcher Pat Molling. Sheriff Swedberg said the event had occurred on November 30th, 2024, and through teamwork the three had located and rescued an unconscious female from the frozen banks of the Root River by Houston, MN. She was transported to the hospital and treated for hypothermia. Sheriff Swedberg said due to their dedication and collaboration they were able to find and save the woman's life.

A Public Hearing was held pursuant to Minnesota Statutes 357.51 regarding enacting an interim ordinance on the permitting and construction of commercial solar projects.

Sheri Allen and her husband Andy Allen had been working on a solar project. She said it was a forward thinking approach, and that land owners had a right that empowered them to do so.

OneEnergy Renewables, Associate Director of Development, Beth Esser said OneEnergy Renewables had been working in partnership with Daryland Power Cooperative and its members including MiEnergy on small solar projects that tied into their substations. She said the solar projects served several purposes including meeting local demand on high load substations, locking in long term pricing, and making the electrical supply in the area more resilient by generating closer to end use. Esser said they had successfully built two previous portfolios on projects in neighboring counties including Fillmore and Winona Counties. She said in Houston County they were proposing Wild Turkey Project, which would be hosted by the Allen family. She said OneEnergy was committed to being a partner throughout the life of the project. She said the panels were made out of recyclable materials. Esser said they were happy to work with Houston County on an ordinance. To help meet their timeline for Wild Turkey Project she asked that the project either be exempt from the moratorium, or shortened to a three month timeline.

MiEnergy Vice President of Member Services, Kent Whitcomb, said MiEnergy had a long-standing history of supporting renewable energy. He said he wanted to clarify distinctions between MiEnergy's distribution commercial solar projects and transmission commercial solar farms. The cooperative emphasized projects that were 5 MW or less and integrated directly into existing low-voltage distribution substations, the electricity generated was used locally, the projects supported Minnesota's renewable energy mandates, and more. He said MiEnergy supported Houston County's interim ordinance on the permitting and construction of commercial solar projects, however they recommended refining the ordinance by distinguishing between distribution commercial solar projects and transmission commercial solar projects based on their scale and impact. MiEnergy suggested that the moratorium apply only to the proposed transmission commercial solar projects, given their larger scale and greater potential impact.

Andy Allen said his heart was in farming. He said when they were first approached about a solar project he was not excited in the beginning. He said he loved farming, and the stewardship of farming had evolved. He said the proposed project would benefit the community in many ways.

CONSENT AGENDA

Commissioner Burns, Commissioner Severson seconded, motion unanimously carried to approve the consent agenda. Items approved are below.

- 1) Hire Tami Klinski as a 1.0 FTE probationary Deputy Auditor/Treasurer (B22, Step 2), effective January 2, 2025, conditioned upon successful completion of a background check.
- 2) Hire Cynthia Kincs, as a 67-day Public Health Nurse (C42, Step 4) to assist with WIC clinics until further notice. Recruitment for the vacant RN/PHN positions is ongoing.
- 3) Approve contract with Woods Psychological Services, LLC. Woods Psychological Services provides reflective supervision for child protection social workers.
- 4) Approve 2025 MFIP/DWP contract with Workforce Development Inc. (WDI) for required employment and training services.
- 5) Consider approving the 2025 Tobacco Licenses for the following (Heberlein):
 - River Valley Convenience Store, Inc./ Cennex, Houston, MN.
 - Houston Food Mart/BP, Houston, MN
 - DG Retail, LLC dba Dollar General #20006

ACTION ITEMS

File No. 1 –Commissioners discussed enacting an interim ordinance on permitting and construction of commercial solar projects with Attorney Samuel Jandt and Environmental Services Director Amelia Meiners. The ordinance would be titled: Moratorium on the Permitting and Construction of Commercial Solar Projects & Interim Commercial Solar System Ordinance. Meiners said she was requesting the moratorium to allow time for her department to study and evaluate an ordinance. Several findings were listed in the proposed moratorium. She said the original proposal was for the moratorium to be up to a year, but Meiners said her office could work instead with a six month time frame. Commissioner Schuldt said time had already been spent on a proposed project. Commissioner Myhre said there were already solar panels in other communities. Commissioner Johnson said the proposed moratorium was not due to one project in particular, but rather so the matter could be studied further for all in the County. Commissioner Burns moved, Commissioner Severson seconded, motion carried three to two to enact an interim ordinance on permitting and construction of commercial solar projects titled Moratorium on the Permitting and Construction of Commercial Solar Projects & Interim Commercial Solar System Ordinance, for a period of up to six months. The Commissioners voted by roll. Commissioners Severson, Johnson, and Burns voted yes. Commissioners Schuldt and Myhre voted no.

File No. 2 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to adopt the Cannabis Business Ordinance titled The Ordinance of Houston County to Regulate Cannabis Related Businesses. The Commissioners voted by roll. All Commissioners voted yes.

File No. 3 – The Commissioners discussed a MnDOT Limited Use Permit (LUP) regarding Snowmobile Trail – Nighttime, Two Way Use and resolution with Engineer Pogodzinski, Interim Auditor/Treasurer Heberlein, Attorney Jandt, MnDOT, and the DNR. Attorney Jandt said the County was concerned about passing the LUP due to liability issues. He said other counties had not passed it. Commissioner Severson moved, Commissioner Severson Johnson seconded, motion passed three to two to deny the MnDOT Limited Use Permit (LUP) regarding Snowmobile Trail – Nighttime, Two Way Use and resolution. The Commissioners voted by roll. Commissioners Severson, Johnson, and Burns voted yes. Commissioners Schuldt and Myhre voted no.

File No. 4 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to approve Houston County Hauler License Renewals for 2025.

File No. 5 – Commissioner Myhre moved, Commissioner Burns seconded, motion unanimously carried to approve Ability Building Community Contract with Houston County for 2025.

File No. 6 – Commissioner Burns moved, Commissioner Myhre seconded, motion unanimously carried to approve Richard’s Sanitation contract and increase for 2025.

File No. 7 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to appoint Peter Privet to the Houston County Extension Committee for a three year term 1/1/25 to 13/31/27.

File No. 8 – Commissioner Severson moved, Commissioner Schuldt seconded, motion unanimously carried to approve La Crescent Active Transportation Grant Resolution of Support No. 24-45. Resolution is below.

RESOLUTION NO. 24-45

RESOLUTION OF SUPPORT FOR THE CITY OF LA CRESCENT PURSUIT OF 2024 ACTIVE TRANSPORTATION FUNDING FROM MnDOT FOR THE MAPLE STREET AND SOUTH 4TH STREET SIDEWALK PROJECTS

WHEREAS, up to \$12.502 million in Active Transportation funding is available, with a minimum of \$50,000 and cap of \$1,000,000 for each project to improve safety hazards to walking and biking, and

WHEREAS, the Maple Street and South 4th Street sidewalk projects are significant in that they complete missing segments of sidewalk and improve handicap accessibility within the City near two elementary schools, and

WHEREAS, the South 4th Street sidewalk project includes the ADA ramp at the intersection of South 4th Street and Elm Steet (County State Aid Highway 6), and

WHEREAS, the proposed year for project construction is 2025 or 2026.

NOW, THEREFORE BE IT RESOLVED BY THE HOUSTON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS; that

- 1. The County supports the construction of the project, including the portion within County right of way.
- 2. The County supports the City of La Crescent’s pursuit of Active Transportation (AT) funds.

File No. 9 – Commissioner Severson moved, Commissioner Schuldt seconded, motion unanimously carried to approve La Crescent Safe Routes to School Grant letter of support and Resolution No. 24-46. Resolution is below.

RESOLUTION NO. 24-46

RESOLUTION OF SUPPORT FOR THE CITY OF LA CRESCENT PURSUIT OF 2024 SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROGRAM GRANT FUNDING FROM MnDOT FOR THE PEDESTRIAN IMPROVEMENT PROJECTS

WHEREAS, up to \$8.5 million in Safe Routes to School is available, with a minimum of \$50,000 and cap of \$1,000,000 for each project, and

WHEREAS, SRTS funds can be used to reimburse construction costs on SRTS eligible items, and that construction costs above the SRTS amount will need to have alternative funding sources, and

WHEREAS, the City of La Crescent, Houston County, and area school districts partnered in the development of the La Crescent 2020 SRTS plan, and

WHEREAS, the City of La Crescent is seeking SRTS funding for the construction of projects identified within the Plan, including segments located within County right of way, and

WHEREAS, the proposed year for project construction is 2025 or 2026.

NOW, THEREFORE BE IT RESOLVED BY THE HOUSTON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS; that

- 1. The County supports the construction of the projects, including the portion within County right of way.

2. The County supports the City of La Crescent’s pursuit of Safe Routes to School (SRTS) grant funds.

File No. 10 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve Transportation Alternatives Grant letter of support for La Crescent.

File No. 11 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to approve Memorandum of Understanding addressing bridges along state borders.

File No. 12 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to approve proceeding with seeking bids for the Airport T-Hanger project. Pogodzinski said there would be two options to bid on that included eight or six unit T-Hangers.

File No. 13 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to do the final application of ARPA dollars and accept the bids for: two water heaters for the CJC \$89,500, Microsoft productivity software \$46,119, and Grader Roller Package \$53,088, for a total of \$188,707.00. The remaining \$153,899 in ARPA funding would be used in addition to \$34,808 in LACTF funds.

File No. 14 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to approve 2024 budget adjustments to accurately reflect various revenues and expenditures and fund balance usage of the Recorder’s Technology fund and the Compliance fund.

File No. 15 – Commissioner Burns moved, Commissioner Myhre seconded, motion unanimously carried to adopt the Operating Budget Resolution No. 24-47. Resolution is below.

**RESOLUTION NO. 24-47
RESOLUTION ADOPTING 2025 PROPOSED OPERATING BUDGET**

	Revenue	Expenditures	Revenues Over (Under) Expenditures
	-----	-----	-----
County Revenue	16,190,653	16,168,905	21,748
Road & Bridge	11,246,726	11,246,726	0
Public Health & Human Services	8,588,009	8,609,757	(21,748)
Debt Service	1,603,791	1,603,791	0
	-----	-----	-----
Grand Total	37,629,179	37,672,179	0
	=====	=====	=====

File No. 16 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to set County Recorder Betz’s 2025 annual salary at \$89,606.40, C43 Step 7.

File No. 17 – Interim Administrator Lapham said after meeting with the Sheriff and reviewing his request the Personnel Committee was recommending the Sheriff receive what would be equivalent to a 3.5% step increase (the Sheriff was not on a step pay scale) in addition to 6.5%. Commissioner Severson moved, Commissioner Burns seconded, motion failed two to three to set Sheriff Swedberg’s annual salary at \$132,073.17. Commissioners Severson and Burns voted yes. Commissioners Johnson, Schuldt, and Myhre voted no. Commissioner Myhre moved, Commissioner Schuldt seconded, motion carried three to two to set Sheriff Swedberg’s 2025 annual salary at \$128,215.63. This was a 6.5% increase. The Commissioners voted by roll. Commissioners Severson and Burns voted no. Commissioners Johnson, Schuldt, and Myhre voted yes.

File No. 18 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to set the County Commissioners’ 2025 annual salary at \$21,485.77. This was a 6.5% increase. Commissioner Johnson said the Houston County Commissioners were some of the lowest paid Commissioners in the State when compared to other counties.

File No. 19 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to set Attorney Jandt’s 2025 annual salary to be prorated for January 1 through January 4th. The attorney salary for 2025 would be \$141,126.62. This was a 6.5% increase.

File No. 20 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to appointing Suzanne Bublitz as the Interim Houston County Attorney effective January 4, 2025 to fulfill the statutory duties of the office for the balance of the elected term of office upon completion of the oath of office. Lapham said Bublitz would receive the same salary as Attorney Jandt, and that she would be considered a County employee not an elected official.

File No. 21 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to designate County Revenue, Road & Bridge, and Public Health and Human Services major funds and Debt Service and Capital Projects as minor funds.

File No. 22 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to establishing fund 3 – Economic Development for financial reporting as required based on the amount of funds designated as such within Fund 01-County Revenue and designate the fund as a minor fund.

File No. 23 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to adopt the 2025 Fee Schedule. The Commissioners agreed to shift new sign fees to the building permit fee category. They would be paid by the permit holder instead of the township.

File No. 24 – Commissioner Severson moved, Commissioner Schuldt seconded, motion unanimously carried to review and approve payments. Payments are below.

REVIEW LICENSE CENTER PAYMENTS

2024/12/16 AUDITOR WARRANTS:

<u>VENDOR NAME</u>	<u>AMOUNT</u>
HARTLEY/CHRIS	5,080.00
KING/LUKE	9,434.07
LA CRESCENT/CITY OF	26,198.40
MADER 3G PROPERTIES LLC	2,461.95
MCNAMER/JAY MICHAEL	9,900.00
MEYER/KERMIT	17,520.00
OLMSTED SWCD	3,719.80
WEICHERT/THOMAS	2,280.00
WELKE/ANDREW	3,250.00
WINONA COUNTY SWCD	13,760.00
	<u>93,604.22</u>
19 VENDORS PAID LESS THAN \$2000.00	<u>12,849.90</u>
	<u>106,454.12</u>

REQUEST APPROVAL FOR PAYMENT

2024/12/30 COMMISSIONER'S WARRANTS

<u>VENDOR NAME</u>	<u>AMOUNT</u>
BOLTON & MENK INC	18,760.00
ENTERPRISE FM	15,380.92
GOVERNMENT MANAGEMENT GROUP	3,800.00
LONE STAR TRUCK PARTS LLC	4,672.00
MINNESOTA ENERGY RESOURCES	4,890.65
MN STATE AUDITOR	11,195.00
VERIZON WIRELESS	3,403.37
	<u>62,101.94</u>
38 VENDORS PAID LESS THAN \$2000.00	<u>16,118.30</u>
	<u>78,220.24</u>
PUBLIC HEALTH & HUMAN SERVICES	<u>56,498.95</u>
	<u>134,719.19</u>

Public Comment:

None.

DISCUSSION ITEMS

Commissioners discussed recent and upcoming meetings including a Department Head, Personnel, La Crosse Solid Waste, and Airport meeting.

The Commissioners thanked Commissioners Severson and Burns for their service to Houston County, and said it had been a pleasure working with them.

Commissioner Burns said it was a pleasure serving the people of Houston County during his time on the County Board.

There being no further business at 11:56 a.m., a motion was made by Commissioner Burns seconded by Commissioner Severson motion unanimously carried to adjourn the meeting. The next regular board meeting would be on January 7, 2025.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Board Chairperson

Attest: _____
Carol Lapham, Interim Administrator

**HOUSTON COUNTY
AGENDA REQUEST
January 7, 2025**

**Date Submitted: January 2, 2025
By: Ann Diersen, HR Tech**

ACTION

None

APPOINTMENT REQUEST

None

HR CONSENT AGENDA REQUEST

Assessor's Office

- **Change the employment status of Appraiser Trainee, Mark Bennett, from probationary to regular, effective January 15, 2025**

Public Health & Human Services

- **Hire Dawn Schutte-meier as a .8 FTE probationary Registered Nurse (C41, Step 4), effective January 27, 2025, conditioned upon successful completion of a background check.**

CC:	<input type="checkbox"/> Auditor/Treasurer	<input type="checkbox"/> Sheriff	
	<input checked="" type="checkbox"/> Admin/Finance Director	<input type="checkbox"/> Engineer	
	<input type="checkbox"/> IS Director	<input checked="" type="checkbox"/> PHHS	
		(indicate	<input type="checkbox"/> Assessor
	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> other dept)	
	<input type="checkbox"/> Environmental Svcs		

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 7, 2025**

Date Submitted: December 31, 2024
By: Polly Heberlein, Interim Auditor-Treasurer

ACTION ITEMS

Open Bid for the Official Newspaper 2025.

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

RESOLUTION NO. 25-01

2025 OFFICIAL NEWSPAPER

January 7, 2025

WHEREAS, Minn. Statute § 375.12 Subd. 1, requires a county to solicitations of bids annually at the first regular meeting for an official paper;

THEREFORE, BE IT RESOLVED, by the Houston County Board of Commissioners, that the following publications have been designated as the Official Newspaper for publication of minutes, public notices, and other routine county business, with the accepted rates for publication expenses:

OFFICIAL NEWSPAPER FOR 2025 Official proceedings of the County Board and all notices required to be published in the county's official paper. Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ _____

MISCELLANEOUS NOTICES that are not required to be published in the Official Paper (per column inch). Legal Rate \$ _____ Display Rate \$ _____

FIRST PRINTING OF 2024 FINANCIAL STATEMENT Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ _____

PUBLICATION OF SAMPLE BALLOT INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ _____

PUBLICATION OF TAX FORFEITURE INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ _____

PUBLICATION OF DELINQUENT TAX LIST: Charge per inch (based on a 7 point type, Arial font with 8 point leading) \$ _____

CERTIFICATION**

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Carol Lapham, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 7, 2025.

WITNESS my hand and the seal of my office this 7th day of January 2025.

Carol Lapham
Interim County Administrator

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 7, 2025**

Date Submitted: 12.31.24

By: Polly Heberlein – Interim Auditor-Treasurer

Consent Agenda:

**Consider adopting Resolution 25-02 -Account Powers Granted for
Merchants Bank N.A.**

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

RESOLUTION NO. 25-02

**ACCOUNT POWERS GRANTED
MERCHANTS BANK N.A.**

January 7, 2025

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Interim Auditor/Treasurer Polly Heberlein the authority to open any deposit or share accounts in the name of Houston County and further authorizes Interim Auditor/Treasurer Heberlein, Finance Director Carol Lapham and Board Chairman to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial institution.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Carol Lapham, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 7, 2025.

WITNESS my hand and the seal of my office this 7th day of January 2025.

Carol Lapham
Interim County Administrator

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 7, 2025**

Date Submitted: 12.31.24

By: Polly Heberlein – Interim Auditor-Treasurer

Consent Agenda:

**Consider adopting Resolution 25-03 - Account Powers Granted for ESB
Banking**

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

RESOLUTION NO. 25-03

**ACCOUNT POWERS GRANTED
ESB BANKING**

January 7, 2025

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Interim Auditor/Treasurer Polly Heberlein the authority to open any deposit or share accounts in the name of Houston County and further authorizes Interim Auditor/Treasurer Heberlein and Finance Director Carol Lapham, and Board Chairman to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the requirement of two signatures with this Financial institution.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Carol Lapham, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 7, 2025.

WITNESS my hand and the seal of my office this 7th day of January 2025.

Carol Lapham
Interim County Administrator

Houston County Agenda Request Form

Date Submitted: January 2, 2025

Board Date: January 7, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Authorization to use alternate method to disseminate bids and requests.

Attachments/Documentation for the Board's Review:

Copy of resolution is attached.

Justification:

This allows the Highway Department to use the County web site to advertise for transportation proposals related to construction and maintenance projects. It is cost effective and provides a better way to reach our bidders.

Action Requested:

Approve attached resolution.

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 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.

RESOLUTION NO. 25-04

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

January 7, 2025

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

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

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

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Polly Heberlein, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 7, 2025.

WITNESS my hand and the seal of my office this 7th day of January 2025.

(SEAL)

Polly Heberlein, Houston County Auditor/Treasurer

Houston County Agenda Request Form

Date Submitted: 1/2/2025

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

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

Issue:

Accept donation of \$100.00 from Winona Community Foudnation on behalf of the Fastenal Blue Team Giving fund for Foster Care Children in Houston County.

Attachments/Documentation for the Board's Review:

Donation letter

Justification:

Action Requested:

Accept Donation

For County Use Only

<u>Reviewed by:</u>	<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)	

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.

**WINONA COMMUNITY FOUNDATION
GRANT DISBURSEMENT ACCOUNT**
111 RIVERFRONT, SUITE 2E
WINONA, MN 55987
(507) 454-8511

MERCHANTS BANK, NA
102 E THIRD ST
WINONA, MN 55987
75-19019

112049

12/23/2024

PAY TO THE
ORDER OF **Houston County Human Services**

\$ *****100.00**

One hundred dollars and 00/100*****

DOLLARS

VOID AFTER 90 DAYS
Two signatures required if over \$5,000

Houston County Human Services
304 S. Marshall St.
Caledonia, MN 55921

MEMO



⑆ 112049⑆ ⑆091900193⑆ 030⑆832⑆

Security features included. Details on back.

WINONA COMMUNITY FOUNDATION - GRANT DISBURSEMENT ACCOUNT

Grant 16187 :: Fastenal Blue Team Giving
Purpose: 2024 Fastenal Angel Giving Tree

12/20/2024

100.00

112049

The Winona Community Foundation (WCF) is pleased to award this grant to your organization from the Fastenal Blue Team Giving fund. It is not necessary to send a receipt for tax deduction purposes to the WCF or the fund advisors, as the deduction has already been given. However, you may wish to send a letter of appreciation to:

Donor(s): **Fastenal Blue Team Giving**
Address: **2001 Theurer Boulevard Post Office Box 978
Winona, MN 55987**

When recognizing this gift in any printed or promotional communication from your organization such as donor listings or programs, please refer to the **Fastenal Blue Team Giving Fund of the Winona Community Foundation**.

By accepting this grant your organization certifies to the Winona Community Foundation that 1) the grant may not be used to satisfy the payment of a pledge or other personal or corporate financial obligation on behalf of the above-referenced fund advisor(s); and 2) no goods or services (memberships, tickets to events, benefits of a personal or corporate nature, etc.) will be provided to any individual or entities as a condition of this grant.

**HOUSTON COUNTY
AGENDA REQUEST
January 7, 2025**

**Date Submitted: January 2, 2025
By: Carol Lapham Administrator-Interim**

ACTION REQUESTS

- **Request approval of County issued credit cards for Cindy Wright and Kurt Zehnder.**

- **Request approval of Wildcat Park contract.**

- **Discussion and possible action regarding County Attorney Office staffing level.**

- **Approve resolution 25-05 designating 2025 Annual Appropriations.**

CC:	<input checked="" type="checkbox"/> Auditor/Treasurer	<input type="checkbox"/> Sheriff	
	<input type="checkbox"/> Admin/Finance Director	<input checked="" type="checkbox"/> Engineer	
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	
	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> (indicate other dept)	<input type="checkbox"/> County Attorney
	<input type="checkbox"/> Environmental Svcs		

**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 January 1, 2025, 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 December 31, 2027, unless cancelled pursuant to the provisions set forth in clause V. herein. This CONTRACT may also be renewed for up to two (2) additional one-year periods, provided that both parties agree to an extension under the same terms and conditions as exist in the current contract. 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. For 2025, CONTRACTOR shall retain the first FIFTY-FOUR THOUSAND and no/100 dollars (\$54,000.00) of the collected fees for non-seasonal camping-with or without utilities, shower use, shelter use, parking, dump fees, and boat launch excluding those collected by the COUNTY for seasonal site fees.
2. Thereafter, CONTRACTOR shall retain 50% of the gross receipts derived from the collection of fees for non-seasonal camping-with or without utilities, shower use, shelter use, parking, and dump fees. In addition, 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.
4. Compensation for subsequent years will be negotiated by CONTRACTOR and COUNTY prior to January 1 of the upcoming year and acknowledged by an addendum to the contract.

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.

- 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, 2025 and upon the campers' departure but no later than on October 31, 2025 and each year thereafter.
 - 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 maintain an accountable electronic registration and fee collection process for all COUNTY approved rental fees collected from non-seasonal camping-with or without utilities, shelter use, shower use, parking, and boat launch. See Appendix C, Houston County Wildcat Park Fees.
 2. CONTRACTOR agrees to implement a Point of Sale system that accounts for all concession sales described in II.A.2. herein.
 3. Subsequent to the collection of \$54,000.00, set forth in II. Consideration, above, CONTRACTOR shall submit, by the tenth of the month following fee collections, a check for 50% of the fees collected for all non-seasonal camping-with or without utilities, shelter use, shower use, parking, along with 85% of the boat launch fees. Along with this payment, CONTRACTOR shall submit a monthly *running accounting report* for all fees collected and all concession costs and sales to COUNTY. A check for 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.
 4. 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 through September 30 each year. The bill will be forwarded to the CONTRACTOR and payment shall be included on the next remittance submitted the COUNTY.
- 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 is responsible for paying for the PARK refuse removal by Richard's Sanitation.
- B. COUNTY is responsible for all costs related to the delivery, replacement, and removal of all PARK portable toilets.
- C. COUNTY is responsible for the payment of the pumping of the PARK's sewage holding tanks.
- D. COUNTY shall maintain boat launch and dock in a usable and safe condition.
- E. COUNTY shall perform annual tree trimming and tree removal as needed for the safe operation of PARK.
- F. COUNTY shall remove large debris following major storms and natural disasters.
- G. COUNTY shall maintain all required licensing for the operation of PARK as a recreational camping area.
- H. Except for electricity consumed by individual seasonal campers, COUNTY shall be responsible for the payment of PARK's general electrical expenses.

V. CANCELLATION AND TERMINATION

A. Without Cause-

This CONTRACT may be canceled by COUNTY OR CONTRACTOR at any time, without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro-rata basis, for work or services satisfactorily performed.

B. For Cause-

This CONTRACT may immediately be terminated by COUNTY in the event that the COUNTY's interests are not being met.

VI. DEPOSIT

No security deposit is required to be paid by CONTRACTOR.

VII. AUTHORIZED REPRESENTATIVES

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

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

Name: 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

Date
County Board Chairperson

Date
Justin Rohrer
Registered Agent
Wildcat Creek Management LLC

Approved as to form and execution:

Date
Samuel Jandt
County Attorney

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 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.

9. CONDITION OF PREMISES

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

10. FACILITIES AND SERVICES

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

11. TRANSFERS, ASSIGNMENTS, SUBLEASES

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

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

12. FEES

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

13. ACCOUNTS, RECORDS AND RECEIPTS

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

14. PROTECTION OF PROPERTY

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

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

15. RIGHT TO ENTER AND FLOOD

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

16. LIGHTS, SIGNALS AND NAVIGATION

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

17. INSURANCE

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

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

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

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

18. RESTORATION

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

19. NON-DISCRIMINATION

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

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

20. SUBJECT TO EASEMENTS

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

21. SUBJECT TO MINERAL INTERESTS

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

22. COMPLIANCE, CLOSURE, REVOCATION AND RELIQUISHMENT

a. The Lessee and/or any sub-lessees or 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

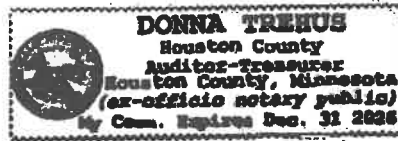
COUNTY OF Houston

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 Severson, 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:

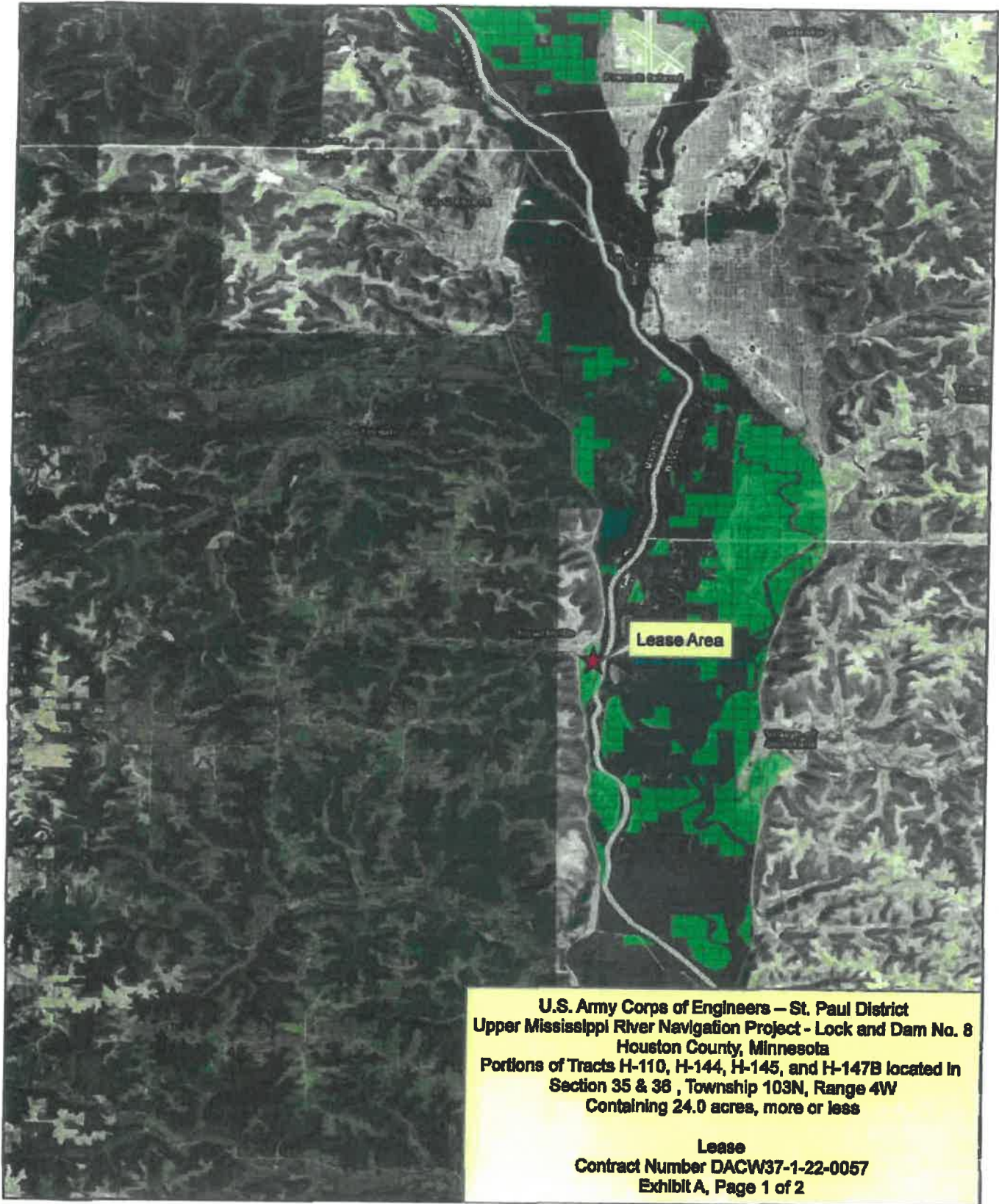
12/31/2026



Donna Trehus

NOTARY PUBLIC

Exhibit A



**U.S. Army Corps of Engineers – St. Paul District
Upper Mississippi River Navigation Project - Lock and Dam No. 8
Houston County, Minnesota
Portions of Tracts H-110, H-144, H-145, and H-147B located in
Section 35 & 36 , Township 103N, Range 4W
Containing 24.0 acres, more or less**

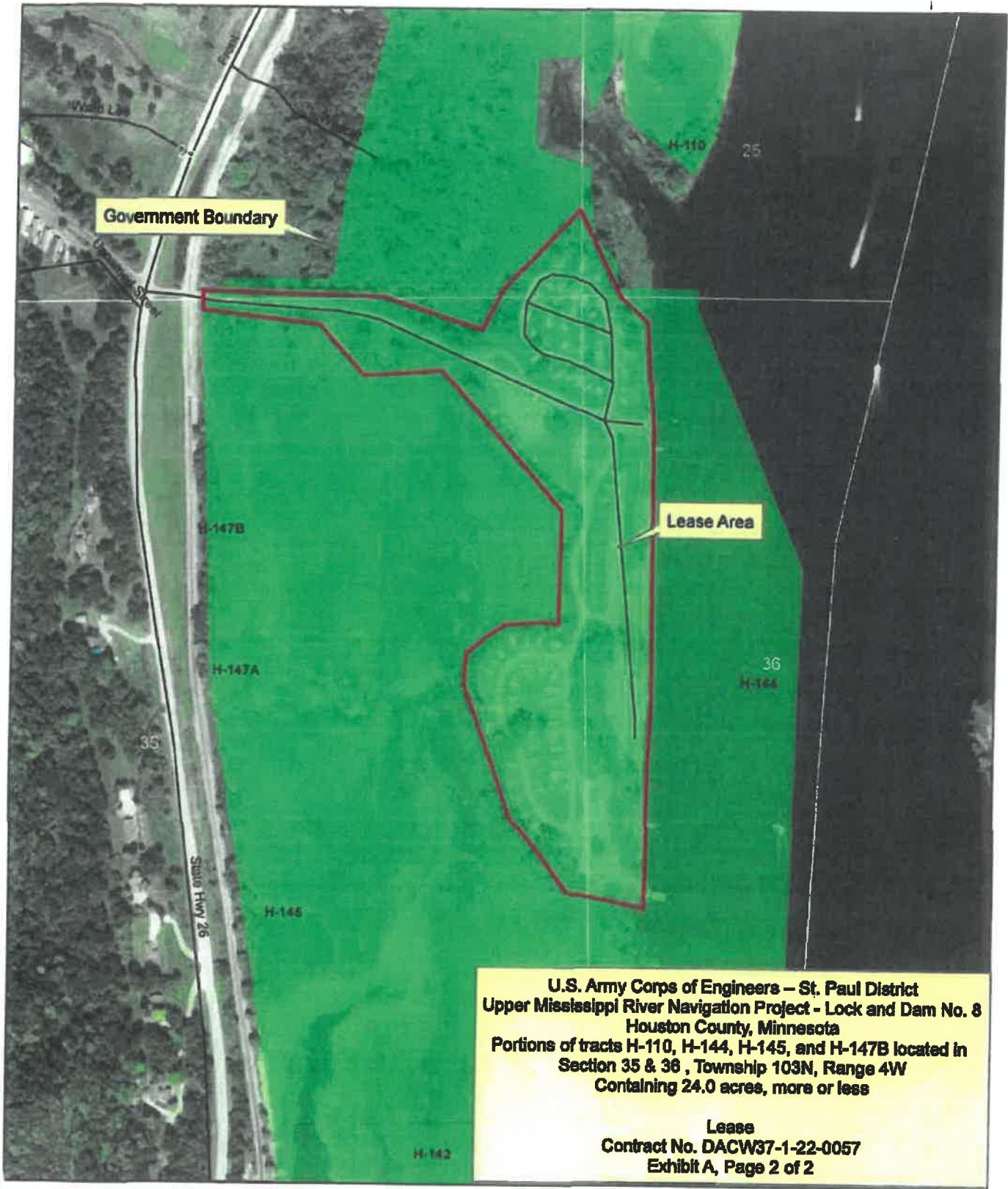
**Lease
Contract Number DACW37-1-22-0057
Exhibit A, Page 1 of 2**



The USACE Real Estate Tracts illustrated on this map are based on historic data sources. The data represents the results of data collection/processing for a specific activity and indicates the general existing conditions. As such, it is only valid for its intended use, content, and accuracy specifications. The user is responsible for the results of any application of the data other than its intended purpose.



Exhibit A



**U.S. Army Corps of Engineers – St. Paul District
Upper Mississippi River Navigation Project - Lock and Dam No. 8
Houston County, Minnesota
Portions of tracts H-110, H-144, H-145, and H-147B located in
Section 35 & 36 , Township 103N, Range 4W
Containing 24.0 acres, more or less**

**Lease
Contract No. DACW37-1-22-0057
Exhibit A, Page 2 of 2**



The USACE Real Estate lines illustrated on this map are based on historic data sources. The data represents the results of data collection/processing for a specific activity and indicates the general existing conditions. As such, it is only valid for its intended use, content, and accuracy specifications. The user is responsible for the results of any application of the data other than its intended purpose.



Exhibit B

Wildcat Park and Landing

25 Year Facility Maintenance and Development Plan



Updated: March 17, 2023

Executive Summary

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

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

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

Long-Term Maintenance and Development

Building and facilities goals for Wildcat Park & Landing include:

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

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

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

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

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

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

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

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

An Environmental Condition of Property (ECP) has been conducted and no HTRW substances or petroleum products were identified as released, stored or disposed on the property in the threshold quantities. Copy is attached.

An ECP has been conducted which indicates HTRW substances or petroleum products were released, stored or disposed on the property or in the facility in the threshold quantities. The CERCLA notice should be included in the outgrant document. Copy is attached containing the details. Choose one:

a. Remedial actions have been taken so that the property is considered safe for proposed use.

b. Remedial actions have not been taken. Provide details and justification for outgranting in the current condition.

An ECP Report has not been prepared because environmental risks are minor (easements, licenses, permits, use agreements); however, an internal records check was conducted and an on-site physical inspection of the proposed outgrant area did not indicate evidence of the storage, release, or disposal of HTRW.

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

Not Applicable

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

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

Access rights are reserved to implement any monitoring plan.

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

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

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

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

Choose the appropriate:

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

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

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

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

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

16. Additional Comments:

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

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

18. DATE:

**SIGNATURE of District
Environmental Professional**

NAME:

OFFICE:

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

**Digitally signed by
ZACHARIAS.KURT.FRANCIS
.1099159029
Date: 2022.10.20 13:26:39
-05'00'**

Park Use Fees – 2025

Park User Fees are subject to change, by vote of the Wildcat Park Committee. The following rates shall apply for the 2025 season:

Seasonal Rates	\$350.00 per month/\$1750.00 per season, Plus tax, plus the actual cost of electricity (\$275.00 electricity deposit required)
Monthly Rate	\$550.00 per month plus tax
Weekly Rate	\$350.00 per 7-night stay plus tax
Electric Sites	\$60.00 per night plus tax
Primitive Sites	\$25.00 per night, per tent plus tax
Shelter Rental	\$50.00 per day plus tax, <i>plus a \$50.00 deposit</i>
Boat Launch Fee	\$5.00 daily fee and \$25.00 Season Pass <i>(Fine of \$100.00 for non-compliance of fee)</i>
Non-Camper overnight parking fee	\$5.00 per night

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

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

Check-in time: 12:00 PM, *provided the site is ready.*

Quiet time: 10:00 PM to 8:00 AM

Park Hours: 8:00 AM to 11:00 PM. *No visitors/guests are allowed outside of these hours*

RESOLUTION NO. 25-05
2025 ANNUAL APPROPRIATIONS

January 7, 2025

WHEREAS, The Houston County Board of Commissioners approved the 2025 Annual Budget on December 31st, 2025;

BE IT RESOLVED, by the Houston County Board of Commissioners, that the following appropriations will be made in 2025 as appropriate from the County Revenue Fund:

ORGANIZATION	2025 BUDGET
SE Minnesota Initiative Fund	\$3,750
SEMAAA	\$2,000
SELCO	\$197,362
Emergency Medical Service	\$10,000
SEMCAC - Senior & Caregiver Advocacy	\$1,500
SEMCAC - Senior Nutrition	\$2,000
SEMCAC - Transportation Program (Donation Rides)	\$1,500
Historical Society	\$37,500
Historical Society - Matching Funds (Maximum)	\$5,000
Southern MN Tourism/Historic Bluff Country	\$942
Agricultural Society	\$20,000
Agricultural Society - Prior Year Financials Additional	\$4,000
RRSWCD	\$129,000
Bluff Country Minnesota Multi-County Housing and Redevelopment Authority	\$3,000
SE MN EMS	\$5,000
TOTAL	<u><u>\$422,554</u></u>

CERTIFICATION**

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Carol A Lapham, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 7, 2025.

WITNESS my hand this 7th day of January 2025.

Carol A Lapham
Interim Houston County Administrator

Auditor Warrants 2024/12/31

Lynn Colsch

Thu 1/2/2025 10:50 AM

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

REVIEW LICENSE CENTER PAYMENTS

2024/12/31 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
CALEDONIA OIL CO INC	5,345.00
DS ERICKSON & ASSOCIATES PLLC	2,173.39
ELECTION SYSTEMS & SOFTWARE INC	49,450.00
GOODYEAR TIRE & RUBBER CO	5,334.72
H & R ENTERPRISES	6,750.91
HOKAH CO-OP OIL ASSN	3,666.82
KUECKER/NORMA	3,290.00
LIBERTY TIRE RECYCLING LLC	3,100.00
MASS MOUNTAIN	8,490.00
MINNESOTA ENERGY RESOURCES	4,903.98
MN DEPT OF CORRECTIONS	83,587.00
MN UI FUND	11,242.96
SEPTIC PROS	15,544.70
STONEBROOKE ENGINEERING INC	8,676.42
TRADITIONS	3,652.00
TREASURER CITY OF LA CRESCENT	39,662.19
VISA	6,580.21
WINONA CONTROLS INC	6,077.75
	<u>267,528.05</u>
15 VENDORS PAID LESS THAN \$2000.00	<u>5,674.17</u>
	<u><u>273,202.22</u></u>

Lynn Colsch
 Finance Clerk
 Houston County
 304 South Marshall Street
 Caledonia MN 55921

Phone 507-725-5825

Commissioner's Warrants 2025/01/07

Lynn Colsch

Thu 1/2/2025 11:30 AM

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

Cc:Carol Lapham <Carol.Lapham@co.houston.mn.us>; Susan Tostenson <Susan.Tostenson@co.houston.mn.us>; Eliana Babinski <Eliana.Babinski@co.houston.mn.us>;

REQUEST APPROVAL FOR PAYMENT

2025/01/07 COMMISSIONER'S WARRANTS:

<u>VENDOR NAME</u>	<u>AMOUNT</u>
ARTHUR J GALLAGHER RISK MANAGEMENT	6,398.00
HOUSTON COUNTY TREASURER	37,256.35
	<u>43,654.35</u>
2 VENDORS PAID LESS THAN \$2000.00	935.90
	<u>44,590.25</u>
PUBLIC HEALTH & HUMAN SERVICES	5,990.74
	<u>50,580.99</u>

Lynn Colsch
Finance Clerk
Houston County
304 South Marshall Street
Caledonia MN 55921

Phone 507-725-5825

2024 Board Committee Assignments

Committee	D1. Severson	D2. Johnson	D3. Burns	D4. Schuldt	D5. Myhre
Community Services Standing Committee	X		X		
Land Use/Public Works Standing Committee		X		X	
Finance Standing Committee	X		X		
Personnel/Negotiating Committee	X				X
ADA Compliance Committee	X	X			
Airport Commission			X		X
Canvassing Board (TBD-2 not up for election)					
Child Mortality Review Team	X				
CJC Safety Committee			X		
Courthouse Closure in Emergency/Wx Committee		X			
CJCC Committee			X	A	
Parks Committee	X				X
Planning Commission		A			X
Safety Committee			X		
AMC District IX Committee - Environmental and Natural Resources		X			
AMC District IX Committee - Transportation	X			X	
AMC District IX Committee - Human Services					X
AMC District IX Committee - General Government			X		
AMC District IX Committee - Public Safety		X	X	X	X
AMC Delegate Assembly	X	X	X	X	X
Bear Creek Watershed Committee					X
Bluff Country MN Multi-County Housing and Redevelopment Authority (JPC)					
Board of Health (JPC w/Fillmore Co)	X	X	X	X	X
CHS Advisory Committee - aka Nursing Task Force			X		
Community Health Services Delegate (SCHSAC)	X		X		
Economic Development Authority Board		X			X
Extension Committee		X			X
Family Services Collaborative (JPC) - Governing Council		X			
Hiawatha Valley Mental Health Center Board	A		X		
Jail/Operations Review	X			X	
La Crosse County Solid Waste Policy Board	X			A	
MCIT Voting Delegate			X	A	
One Watershed, One Plan		X			A
Southeastern MN Emergency Medical (JPC)				X	
Southeast MN Regional Emergency Communications Board (JPC)	X			A	
SELCO Board of Directors		A	X		
Semcac		A	X		
Southern MN Tourism Association (SMTA)	X				
7 Rivers Alliance	X	X	X	X	X
SMART (TRAILS)	A	X	X		
Township Officers Association					
Water Planning Committee		X		X	X
Workforce Development	X				
Soil & Water - WINLAC	X			A	