



**Jess L. Greenwood, P.E.**  
*Public Works Director – County Engineer*

2140 Pioneer Road  
Red Wing, MN 55066  
Office: (651) 385.3025

TO: Honorable County Commissioners  
Scott Arneson, County Administrator

FROM: Jess L. Greenwood, Public Works Director / County Engineer

RE: 03 July 2024 County Board Meeting – CONSENT AGENDA  
**Byllesby Park Joint Powers Agreement with Dakota County**

Date: 27 June 2024

#### Summary

It is requested that the County Board approve the attached Joint Powers Agreement and resolution for custodial services and online reservation support to facilitate the operations of the new pavilion in Byllesby Park.

#### Background

The Byllesby Park Master Plan was adopted by the Goodhue County Board of Commissioners on December 7, 2017. The master plan identified a picnic pavilion with modern restrooms. Goodhue County subsequently applied for and received a Greater MN Regional Parks and Trails Legacy Grant for the Byllesby Park Pavilion & Essential Services Project.

Due to limited staff resources, Goodhue County requested Dakota County's support in providing daily custodial services and online reservations support to facilitate the operations of the new pavilion. Staff from Dakota County and Goodhue County worked together to develop the needs for service and ultimately wrote the attached Joint Powers Agreement (JPA). This agreement has been approved at the most recent meeting of the Dakota Board of Commissioners on June 25, 2024.

The JPA identifies a defined term for the services to be provided with an opportunity to renew if agreed upon by both Counties. It also identifies payment for services, pavilion revenue, and roles and responsibilities.

#### Recommendations

Staff is recommending that the Board approve the Joint Powers Agreement and resolution for custodial services and online reservation support to facilitate the operations of the new pavilion in Byllesby Park.

**"To effectively promote the safety, health, and well-being of our residents"**

**JOINT POWERS AGREEMENT  
BETWEEN THE COUNTY OF DAKOTA  
AND  
THE COUNTY OF GOODHUE  
FOR CUSTODIAL SERVICES AND ONLINE RESERVATIONS  
AT BYLLESBY PARK IN GOODHUE COUNTY**

This agreement (Agreement) is made and entered into between the County of Dakota (Dakota), by and through the Dakota County Board of Commissioners, and the County of Goodhue (Goodhue), by and through the Goodhue County Board of Commissioners.

**WHEREAS**, under Minnesota Statutes Section 471.59, subd. 1, two governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

**WHEREAS**, Dakota County (Dakota) and Goodhue County (Goodhue) are both governmental units and political subdivision of the State of Minnesota; and

**WHEREAS**, by Resolution No. 18-056 (January 23, 2018), the Dakota County Board of Commissioners adopted the Lake Byllesby Regional Park Master plan; and

**WHEREAS**, this master plan project was coordinated with master planning for Byllesby Park in Goodhue County; and

**WHEREAS**, the Goodhue County Byllesby Park Master Plan was approved by the Goodhue County Board of Commissioners on December 7, 2017; and

**WHEREAS**, a picnic pavilion with restrooms was identified in the approved master plan. Goodhue County received a Greater MN Regional Parks and Trails Legacy Grant for Byllesby Park Pavilion and Essential Services Project; and

**WHEREAS**, the project included the construction of an improved picnic pavilion to accommodate 150 people and modern restrooms; and

**WHEREAS**, due to their limited staff resources, Goodhue County requested Dakota County's support to provided daily custodial services and online reservations support for the operations of the new pavilion in Byllesby Park; and

**WHEREAS**, staff recommends providing these custodial and reservations services to Goodhue County per an agreed upon scope of services as a pilot effort through the recommended term; and

**WHEREAS**, a joint staff team has developed a scope of services; and

**WHEREAS**, the predominant terms include: term duration, payment for services, pavilion revenue, and roles and responsibilities; and

**WHEREAS**, the Dakota County Board of Commissioners has authorized the Physical Development Director to execute a joint powers agreement with the County of Goodhue for custodial and reservation services provided by Dakota County for the recently constructed Pavilion and restroom facilities located in Byllesby Park, Goodhue County, subject to approval by the County Attorney's Office as to form.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the Parties shall derive from this Joint Powers Agreement ("Agreement"), the Parties hereby enter into this Agreement for the purposes stated herein.

**ARTICLE 1**

**Purpose**

The purpose of this Agreement is to provide cooperation and funding by Goodhue to Dakota for pavilion and restroom custodial services and online reservation administration for Byllesby Park Pavilion and restroom facilities located in Goodhue County.

**ARTICLE 2**

**Parties**

The Parties to this Agreement are Dakota County and Goodhue County.

**ARTICLE 3**

**Term**

This Agreement shall be effective on the date of the signature (Effective Date) of the last party to sign this Agreement and expires December 31, 2025, unless earlier terminated by law or according to the provisions of this Agreement. It may be extended for one additional year through December 31, 2026. If the parties desire to extend they each must notify the other in writing prior to December 31, 2025 of their desire to extend.

**ARTICLE 4**

**Cooperation**

The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

**ARTICLE 5**

**Goodhue's Obligations**

5.1. Custodial Services Amount. Goodhue shall pay labor costs for custodial services at an hourly rate of \$60 (sixty) dollars per hour. This estimate to be eight hours per week for 26 weeks per season.

- 5.2. Online Reservations Amount. Goodhue shall pay labor costs for reservation services at an hourly rate of \$60 (sixty) dollars per hour. It is estimated to be 78 hours per calendar year (1.5 hours x 52 weeks).
- 5.3. Additional Duties. Goodhue shall complete their additional obligations as stated in **Exhibits 1 and 2** as attached to this Agreement.
- 5.4. Reimbursement by Goodhue. After this Agreement has been executed by both parties, the County may claim reimbursement for costs in accordance with the Agreement.
- A. Upon receipt of an invoice from Dakota, Goodhue will reimburse Dakota within 30 (30) calendar days. All invoices must be submitted by December 31. If the invoice is incorrect, defective, or otherwise improper, Goodhue will notify Dakota within ten (10) calendar days of receiving the incorrect request for reimbursement. Upon receiving the corrected invoice from Dakota, Goodhue will make payment within thirty (30) calendar days.
- B. Right to Refuse Payment. Goodhue may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim does not preclude the Dakota from questioning the propriety of the claim. Goodhue reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
- 5.4 Public Communications. Goodhue will be responsible for public education for safe use of the Byllesby Park Pavilion and will be responsible for communicating information to Dakota and to the public regarding a facility and/or park closure or other actions affecting the Byllesby Park Pavilion and associated park amenities.

**ARTICLE 6**  
**Dakota's Obligations**

- 6.1. Providing Custodial Services. The County, its agents, or contractors will provide custodial services for the pavilions and restrooms located in Byllesby Park in Goodhue County. Services will be provided between May 1 and October 31 and will include weekday coverage at one hour and weekend coverage at one and a half hours. Cleaning supplies will be tracked and provided by Dakota and billed to Goodhue annually at the conclusion of the season. Specific tasks to be completed are included in the supplemental services agreement attached to this Agreement as **Exhibit 1**.
- 6.2. Online Reservation Services. Dakota will be responsible for tracking and reconciling pavilion rental revenue in an ongoing manner and reconcile on a monthly basis. Dakota will send one check for pavilion rental revenue annually at the conclusion of the season. Online reservations will open in January of each year with online support to be provided through October 31. Dakota County will invoice Goodhue County for reservations services for labor and costs annually at the conclusion of the season. A final financial reconciling will occur by December 31 of each year. Specific tasks to be completed are included in the supplemental services agreement attached to the Agreement as **Exhibit 2**.

- 6.3. Financial. Dakota will invoice Goodhue County for custodial and reservation services for labor and costs annually at the conclusion of the season, prior to the end of December each year. Dakota County will be responsible for tracking and reconciling Goodhue County pavilion rental revenue in an ongoing manner and will reconcile on a monthly basis. Dakota County will send one check for pavilion rental revenue annually at the conclusion of the season.
- 6.4. Compliance with Laws/Standard. Dakota shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to work in this Agreement. Each Party or contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
- A. Assignment. Neither Party may assign nor transfer any rights, duties, interests, or obligations under this Agreement without the prior consent of the other party and a fully executed assignment agreement, executed by the Parties.
- B. Use of Contractors. Dakota may engage contractors to perform activities funded pursuant to this Agreement.

**ARTICLE 7**  
**Indemnification and Insurance**

- 7.1. Each party to this Agreement agrees to defend, indemnify and hold harmless the other party against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement. Each shall be solely liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of Dakota and Goodhue. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.
- 7.2. Dakota and Goodhue shall independently maintain self-insurance or public liability coverage protecting itself, its Board, officers, agents, employees and duly authorized volunteers against any usual and customary public liability claims in amounts which shall, at a minimum, comply with Minn. Stat. § 466.04 and Workers' Compensation and shall be in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.

**ARTICLE 8**  
**Reporting, Accounting and Auditing Requirements**

- 8.1 Accounting and Auditing. The Parties shall maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement and shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, each Party shall allow the other party county, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Parties shall use generally accepted accounting principles as per their adopted practices in the maintenance of such books and records, and shall retain all such books, records, documents and other evidence for a period of six (6) years from the date of the expiration of this Agreement.
- 8.2 Data Practices. The Parties shall comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended from time to time, as it applies to all data provided by each party under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by any party under this Agreement.
- 8.3 Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement:

To Dakota County:

Georg Fischer, or successor  
Physical Development Division Director  
14955 Galaxie Avenue  
Apple Valley, MN 55124  
952-891-7007  
[Georg.Fischer@co.dakota.mn.us](mailto:Georg.Fischer@co.dakota.mn.us)

To Goodhue County:

Jess Greenwood, or successor  
Public Works Director/County Engineer  
2140 Pioneer Road  
Red Wing, MN 55066  
651-385-3025  
[jess.greenwood@goodhuecountymn.gov](mailto:jess.greenwood@goodhuecountymn.gov)

In addition, notification to the County regarding termination of this Agreement by the other Party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

- 8.4 Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the Parties. The Parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

Dakota Liaison: Beth Landahl, Visitor Services Manager  
952-891-7964:  
[Beth.landahl@co.dakota.mn.us](mailto:Beth.landahl@co.dakota.mn.us)

Goodhue Liaison: Jess Greenwood  
651-385-3025  
jess.greenwood@goodhuecountymn.gov

- 8.6 Changes to Designated Liaisons or Authorized Representatives. The Parties shall provide written notification to each other of any change to the designated liaison or authorized representative. Such written notification shall be effective to change the designated liaison or authorized representative under this Agreement, without necessitating an amendment of this Agreement.

### **ARTICLE 9** **Modifications**

Any alterations, amendments, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, and signed by the Authorized Representatives of each County.

### **ARTICLE 10** **Termination**

- 10.1 In General. Either Party may terminate this Agreement for cause by giving seven (7) calendar days written notice or without cause by giving thirty (30) days written notice of its intent to terminate to the other Party. Such Notice of Termination for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the Effective Date of termination.
- 10.2 Termination for Lack Of Funding. Notwithstanding any provision of this Agreement to the contrary, either County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient to allow payments due under this Agreement or any contract or work orders of Invoices submitted. Written notice of termination sent by facsimile is sufficient notice under this section. The Parties are not obligated to pay for any services that are provided after written notice of termination for lack of funding. Neither County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

**ARTICLE 11**  
**Minnesota Law to Govern**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement or its breach shall be venued in Dakota County, Minnesota.

**ARTICLE 12**  
**Merger**

- 12.1. **Final Agreement**. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No other understanding regarding this Agreement, whether written or oral may be used to bind either party.
- 12.2. **Exhibits 1 & 2** (including all Attachments or addenda) are attached hereto, and all terms, obligations and conditions in said Exhibits are incorporated herein and made a part of this Contract. By signing this Contract, the Parties affirm and acknowledge receipt of all the above Exhibits (including all Attachments or Addenda).

**ARTICLE 13**  
**Severability**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either Party.

**ARTICLE 14**  
**Waiver**

If either of the Parties fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

**ARTICLE 15**  
**Relationship of the Parties**

Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between Dakota and Goodhue, nor shall either of the Parties be considered or deemed to be an agent, representative or employee of the other party in the performance of this Agreement. Personnel of either of the Parties or other persons while engaging in the performance of this Agreement shall not be considered employees of the other party and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.



**ARTICLE 16**  
**Interpretation and Construction**

This Agreement was fully reviewed and negotiated by the Parties. Accordingly, the Parties agree the “against the offeror” principle of contract interpretation and construction shall not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the party that drafted the Agreement. It is the intent of the Parties that every section (including any subsection thereto), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

**ARTICLE 17**  
**Survivorship**

The following provisions under this Agreement shall survive after the termination or expiration of this Agreement: Article 7 (Indemnification and Insurance); Article 8 (Reporting, Accounting and Auditing); Article 11 (Minnesota Law to Govern); Article 13 (Severability); Article 16 (Interpretation and Construction); Article 17 (Survivorship); and Article 18 (Force Majeure).

**ARTICLE 18**  
**Force Majeure**

No party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

**[the remainder of this page has been intentionally left blank]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:

**DAKOTA COUNTY**

/s/ Dain Olson                      6/26/24  
Assistant Dakota County Attorney/Date  
County Attorney File KS-24-307

By \_\_\_\_\_  
Georg Fischer, or successor  
Physical Development Division Director

Date of Signature: \_\_\_\_\_

Approved by Dakota County Board  
Res. No. 24-313

APPROVED AS TO FORM:

**GOODHUE COUNTY**

\_\_\_\_\_  
Goodhue County Attorney/Date

By \_\_\_\_\_  
Scott Arneson  
County Administrator

Date of Signature: \_\_\_\_\_

Approved by Goodhue County Board  
Res. No. \_\_\_\_\_

## **EXHIBIT 1**

### **Dakota and Goodhue Byllesby Park Supplemental Services Agreement**

#### **CUSTODIAL TASKS**

##### **Dakota County**

Clean restrooms in Richard Samuelson Pavilion & Beach Bath daily:

- Sweep and mop floors
- Wipe countertops/changing tables/benches
- Clean toilets and sinks
- Wipe feminine hygiene product receptacle lid if needed
- Clean water bottle filler & drinking fountains
- Spot clean walls and dividers

Clean Richard Samuelson Pavilion daily:

- Clean stainless and granite food serving counters
- Spot clean floor and walls
- Sweep/blow off floor
- Spot clean garbage receptacle exteriors
- Check outlet breakers/GFIs and report any repeated issues
- Wipe down picnic tables as needed
- Set out/take down “reserved” folding signs as needed

Clean other picnic shelters daily:

- Wipe down food serving areas as needed (wooden ledges)
- Spot clean floor
- Sweep/blow off floor
- Spot clean garbage receptacle exteriors
- Check outlet breakers/GFIs and report any repeated issues
- Wipe down picnic tables as needed

Check/clean out grills daily:

- Richard Samuelson Pavilion (one 42” grill on each end)
- Pine Grove Shelter (one 42” grill)

Check/collect garbage daily from:

- Pine Grove Shelter (one pair of barrels outside)

- Beach Shelter (one pair of barrels outside)
- Byllesby Dam Shelter (two pairs of barrels outside)
- Beach Bath (one pair of barrels outside, and feminine hygiene product container & small garbage cans inside the two restrooms)
- Richard Samuelson Pavilion (two triple-waste containers & three pairs of barrels outside, and feminine hygiene product containers & small garbage cans inside the two restrooms)

Post reservations at pavilion (weekly?)

Report any issues with messes, equipment, etc.

Stock/Provide:

- Toilet paper
- Can liners
- Feminine hygiene product receptacle liners
- Hand soap and dispensers
- All cleaning supplies (cleaning cart, rags, towels, equipment, mops, brooms, chemicals, gloves, etc.)
- Reservation holders and a key for Goodhue County

Bill Goodhue County for cleaning services and supplies used

### **Goodhue County**

Wash/clean garbage receptacles as needed, including outdoor waste/recycling containers, feminine hygiene receptacles, and garbage cans in restrooms

Hose off/pressure wash shelter floors as needed

Clean out remaining grills weekly

Flush/clean shower tower & concrete Mondays, Wednesdays, and Fridays

Mowing weekly

Beach maintenance weekly

Pick up sticks and trash in yard areas daily

Hose out/pressure wash restroom floors weekly

Wipe/wash down restroom walls and dividers weekly or as needed

Hose off/pressure wash picnic shelter floors every-other week or as needed

Treat any stinging insect nests weekly

Wipe down spiderwebs inside and outside buildings weekly

Check outlets at all shelters and pavilion

Wipe down picnic tables in lawn areas Thursdays or Fridays

Maintain landscaping (watering, weeding, mulching, planting, etc.)

Maintain communication/visitor boards in pavilion

Compensate Dakota County for services and supplies used

Stock/Provide:

- Hoses & sprayers
- Brooms & extension handle
- Shovels (scoop shovels for messes, flat shovels for grills, also for regular park upkeep, etc.)
- Pressure washer
- Leaf blower
- Supply storage carts and shelves
- Emergency eye wash 32 oz
- Replacement toilet lids
- Dumpster and recycling containers, key for Dakota County staff
- “Reserved” folding signs
- Fobs for Dakota County staff to access doors

## **EXHIBIT 2**

### **Dakota and Goodhue Byllesby Park Supplemental Services Agreement**

#### **RESERVATION TASKS**

##### **Dakota County**

Set up and maintain online reservations

Receive and approve online reservation tasks

Send Goodhue County a weekly or bi-weekly reservations report

Bill Goodhue County for reservation services

Resolve disputes regarding reservations that are called in to the reservation number

##### **Goodhue County**

Review online reservations

Communicate reservations that exceed Township thresholds to Stanton Township

Provide online links to reservation portal

Compensate Dakota County for reservation services

Resolve disputes about reservations on-site that are called in to the on-call number identified in the reservation confirmation, or that cannot be resolved on the phone

**BOARD OF COUNTY COMMISSIONERS  
GOODHUE COUNTY, MINNESOTA**

03 July 2024

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WHEREAS, by Resolution (December 7, 2017), the Goodhue County Board of Commissioners adopted the Byllesby Park Master Plan; and

WHEREAS, this master plan project was coordinated with master planning for Byllesby Park in Goodhue County; and

WHEREAS, Dakota County’s Lake Byllesby Regional Park Master Plan was approved by the Dakota County Board of Commissioners on January 23, 2018; and

WHEREAS, a picnic pavilion with restrooms was identified in the approved master plan. Goodhue County received a Greater MN Regional Parks and Trails Legacy Grant for the Byllesby Park Pavilion Project; and

WHEREAS, the project included the construction of an improved picnic pavilion and modern restrooms; and

WHEREAS, due to limited staff resources, Goodhue County requested Dakota County’s support in providing daily custodial services and online reservations support to facilitate the operations of the new pavilion in Byllesby Park; and

WHEREAS, staff recommends that Dakota County provide these custodial and reservation services to Goodhue County per an agreed-upon scope of services as a pilot effort through the recommended term; and

WHEREAS, a Dakota County and Goodhue County joint staff team has developed a scope of services; and

WHEREAS, predominant terms include term duration, payment for services, pavilion revenue, and roles and responsibilities.

NOW, THEREFORE, BE IT RESOLVED, That the Goodhue County Board of Commissioner’s hereby authorizes the County Administrator to execute a joint powers agreement with the County of Dakota for custodial and reservation services provided by Dakota County for the recently constructed pavilion and restroom facilities located in Byllesby Park, Goodhue County, subject to approval by the County Attorney’s Office as to form.

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State of Minnesota  
County of Goodhue

Flanders	Yes ___	No ___
Anderson	Yes ___	No ___
Betcher	Yes ___	No ___
Majerus	Yes ___	No ___
Greseth	Yes ___	No ___

I, Scott Arneson, duly appointed, qualified, and County Administrator of the County of Goodhue, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Goodhue County, Minnesota at their session held on the 03<sup>rd</sup> day of July, 2024, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Red Wing, Minnesota this 03<sup>rd</sup> day of July, 2024.

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Scott Arneson  
County Administrator