



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

OCTOBER 10, 2017

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The meeting was held in the County Board Room, Government Center, Little Falls MN, and was called to order at 9:00a.m. by Chairman Wilson.

Members present: Commissioners Randy Winscher, Duane Johnson, Mike Wilson, Jeff Jelinski, and Mike LeMieur.

Staff present: Deb Gruber, Tabitha Maher, Brad Vold, Steve Backowski, Steve Messerschmidt, Emily Wilmes, Shawn Larsen, Mary Swenson, Chuck Parins, Amy Kowalzek, and John Erdrich.

Others present: Mark Slupe, Tyler Jensen, Darrell Larsen, Leota Lind, Patricia Cameron, Larry Ehoff, Bob Koll, Jerry Malinowski, Clint and Roxanne Kathrein, and Jonathan Wichmann.

APPROVAL OF COUNTY BOARD MINUTES

A motion was made by Commissioner Winscher, seconded by Commissioner Johnson and carried unanimously to approve the Morrison County Board of Commissioner Minutes for September 19, 2017.

AGENDA CHANGES

A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and carried unanimously to adopt the agenda as presented.

MORRISON COUNTY FARM FAMILY OF THE YEAR

Emily Wilmes, Extension Educator, presented Clint and Roxy Kathrein with the 2017 Morrison County Farm Family of the Year Award.

LAKE SHAMINEAU LAKE IMPROVEMENT DISTRICT

Bob Koll, representative of the Lake Shamineau Lake Improvement District presented the District Budget for 2018.

SOUTH COUNTRY HEALTH ALLIANCE

Leota Lind, South Country Health Alliance's Chief Executive Officer, discussed with the Board the Health Information Organization DiamondView, claims figures, and other operational information on South Country Health Alliance.

SHERIFF'S REPORT

A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and carried unanimously to consider the establishment and recruitment of a Grade 19, full-time Records Technician position for the Sheriff's Office as presented at the Planning Session on 10/3/2017.

The County Board recessed at 10:37a.m. and reconvened at 10:43a.m.



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PUBLIC WORKS PUBLIC HEARING

A public hearing was held to consider comment on the adoption of the Special Assessment Roll for cleanup of solid waste located on lots 23 and 24 Block 001 of the Original Platte of Riverview Terrace.

Chairman Wilson called for comments from the public in attendance for 3 times at 10:45a.m. No public comment was received.

Chairman Wilson closed the meeting at 10:45 a.m.

A motion was made by Commissioner Winscher, seconded by Commissioner Johnson to request passing of Resolution #2017-067 to assess and charge on the tax roll as a special assessment against a property for un-paid bills incurred for the costs to clean-up unauthorized deposits of solid waste on the property.

Motion carried on a roll call vote with all Commissioners voting 'aye

SOCIAL SERVICES

Brad Vold, Social Services Director, Lori Schultz, Tri-Cap Executive Director, and Brian Horn, Transportation Director, shared with the County Board information regarding Tri Cap's services. Tri Cap out of St. Cloud provides public and volunteer driver services to residents of Morrison County.

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur and carried unanimously to approve the Mid Minnesota Drug Testing Agreement, as our agency has been using their services and want to formalize the costs. Funds are in the budget for the cost.

PUBLIC HEALTH

A motion was made by Commissioner LeMieur, seconded by Commissioner Winscher and carried unanimously to approve replacing a Public Health Nurse that works in Maternal Child Health, WIC, and Disease, Prevention and Control with the ability to deviate from the compensation plan and hire within the full range of the pay grade due to potential recruitment difficulty.

A motion was made by Commissioner Winscher, seconded by Commissioner Jelinski and carried unanimously to approve the Emergency Environmental Health Services Contract between Morrison and Stearns County. This is an update as current agreement ends on 12/31/17. This agreement will not have an end date.

SOCIAL SERVICES/PUBLIC HEALTH

A motion was made by Commissioner LeMieur, seconded by Commissioner Jelinski and carried unanimously to approve a new position of Human Services Supervisor, grade 32, under the Merit System to be shared by Public Health and Social Services, as well as any backfilling that may need to occur. Position was graded by Morrison County HR's Consulting Firm, Triad HR Consulting.

LAND SERVICES

A motion was made by Commissioner Winscher, seconded by Commissioner LeMieur and carried unanimously to enter into contract with Stearns County for provision of advanced septic system design review and install inspection.



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The County Board considered a Conditional Use Permit request for Dwayne and Jayne Lange to expand to a Tier II feedlot, per recommendation from the Morrison County Planning Commission on September 25, 2017. A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur and carried unanimously to adopt the conditions, proposed Findings of Fact, and to approve the Conditional Use Permit. A copy of the Findings of Fact and Decision are attached to these minutes.

The County Board considered a Conditional Use Permit request for Jeremy and Jessica Lucking to expand to a Tier II feedlot, per recommendation from the Morrison County Planning Commission on September 25, 2017. A motion was made by Commissioner Winscher, seconded by Commissioner LeMieur and carried unanimously to adopt the conditions, proposed Findings of Fact, and to approve the Conditional Use Permit. A copy of the Findings of Fact and Decision are attached to these minutes.

The County Board considered a Conditional Use Permit request for Jerry Malinowski to expand to a Tier II feedlot, per recommendation from the Morrison County Planning Commission on September 25, 2017. A motion was made by Commissioner LeMieur, seconded by Commissioner Johnson and carried unanimously to adopt the conditions, proposed Findings of Fact, and to approve the Conditional Use Permit. A copy of the Findings of Fact and Decision are attached to these minutes.

The County Board considered a Conditional Use Permit request for Jeffrey and Michel Yong to expand to a Tier II feedlot, per recommendation from the Morrison County Planning Commission on September 25, 2017. A motion was made by Commissioner LeMieur, seconded by Commissioner Johnson and carried unanimously to adopt the conditions, proposed Findings of Fact, and to approve the Conditional Use Permit. A copy of the Findings of Fact and Decision are attached to these minutes.

AUDITOR/TREASURER

A motion was made by Commissioner Jelinski, seconded by Commissioner Winscher and carried unanimously to:

- 1) Approve the Minnesota Trail Assistance Program Agreement for fiscal year 2018 for the Morrison County Recreational Trails Association Snowmobile Trails.
 - 2) Authorize the disbursement of funds as they are received.
- Agreement to sponsor the trails was approved 5/09/2017.

A motion was made by Commissioner Winscher, seconded by Commissioner Johnson and carried unanimously to:

- 1) Approve the Agreement between the County and the Eastern Morrison County 4 Wheeler Club.
- 2) Approve Resolution #2017-068 to sponsor the Eastern Morrison County 4 Wheeler Club for State fiscal year 2018.

A motion was made by Commissioner Johnson, seconded by Commissioner Winscher and carried unanimously to approve Exempt Permits to the following:

1. The Royals Wrestling Club to hold a raffle on August 3, 2018 at the Pine Ridge Golf Club
2. The Big Lake Sportsman's Club to hold a raffle on November 25, 2017 at the Stone Hill Bar & Grill.



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A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and carried unanimously to approve an exempt permit to Horizon Health, Inc to hold a raffle on November 17, 2017 at the Falls Ballroom.

Steve Messerschmidt presented the September 30, 2017 Cash Report Month End.

WARRANTS

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur to approve the following Resolution:

WHEREAS, the Morrison County Board of Commissioners have reviewed the list of County Board Warrants;

NOW THEREFORE, BE IT RESOLVED, that the list of County Board Warrants on file in the Auditor/Treasurer's Office for October 10, 2017 be approved for payment:

REVENUE	\$	264,884.02
PUBLIC WORKS	\$	238,553.12
SOCIAL SERVICE	\$	166,094.32
SOLID WASTE	\$	16,005.16
PARKS FUND	\$	1,000.00
LOCAL COLLABORATIVE	\$	3,217.48
BUILDING FUND	\$	642.00
2017-2017 GOVERNMENT C]	\$	127,780.06
TOTAL	\$	818,176.16
MEALS	\$	303.90

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur to approve the Commissioners Expense Reports as presented. Motion carried on a roll call vote with all Commissioners voting "aye".

PUBLIC WORKS

A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur to authorize Resolution #2017-069 Certificate for Final Payment on Contract #1702 Maintenance Storage Building in Pierz, MN. Motion carried on a roll call vote with all Commissioners voting 'aye'.

ADMINISTRATION

A motion was made by Commissioner LeMieur, seconded by Commissioner Winscher and carried unanimously to approve Bid dates for the ongoing Building Remodel project.



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A motion was made by Commissioner Winscher, seconded by Commissioner Johnson and carried unanimously to approve Kasella agreement as attached.

A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and carried unanimously to approve 2018 HRA Preliminary Levy of \$32,500 same as 2017. The Motion carried on a roll call vote with all Commissioners voting 'aye'.

A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and carried unanimously to authorize out of state travel for Deb Gruber and Beth Hamlin to attend the NPELRA Conference located in Charleston, SC April 2018.

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur and carried unanimously to consider re-appointing Gary Gangl, Larry Korf, Mark Fyten and Dave Fischer to the Rich Prairie Sewer and Water Board for a term of two years 1/1/2018-12/31/2019.

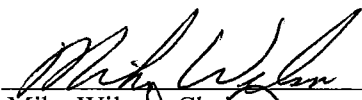
A motion was made by Commissioner Jelinski, seconded by Commissioner Winscher and carried unanimously to authorize replacement of License/Auditor-Treasurer Technician, as well as any backfilling that may need to occur.

COUNTY BOARD REPORTS AND SCHEDULE

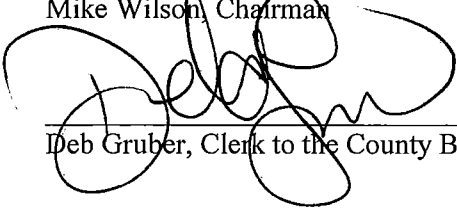
Members of the County Board reported on various meetings they have attended and on their upcoming schedule of meetings with various organizations.

ADJOURNMENT

A motion was made by Commissioner Johnson, seconded by Commissioner Winscher and carried unanimously adjourn the meeting at 12:03pm.



Mike Wilson, Chairman



Deb Gruber, Clerk to the County Board

DATE: 10/10

**MORRISON COUNTY BOARD OF COMMISSIONERS
COUNTY BOARD MEETING**

PLEASE SIGN IN

NAME

ADDRESS/REPRESENTING

Darrell Lepsen

Extension Committee

Leota Lind

South Country

Patricia Cameron

Shamaineau View Assoc.

Larry Ehoff

M.C. Extension Committee

Bob Koff

Lake Shamaineau LID

Jerry Malinowski

Pierz, MN

Clint & Roxanne Kathrein

Little Falls

Mark Slupe

GRTV Channel 180

Jonathan Wichman

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RESOLUTION #2017-007

Resolution for Notice of Special Assessment

WHEREAS, on May 10, 2016, the Morrison County Board of Commissioners authorized the Public Works Department (PWD) to remove solid waste from the property described below, to bill the property owners for removal and disposal, and to apply a special assessment against the property if the clean-up bills are not paid, and

WHEREAS, Morrison County, through its Public Works Department, incurred costs to clean up unauthorized deposits of solid waste on property legally described as:

Lot 023 & 024, Block 001, Original Platte of Riverview Terrace, and

WHEREAS, the total amount expended by Morrison County to clean up the unauthorized deposit of solid waste was \$254.70, and

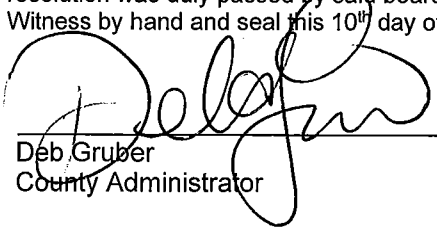
WHEREAS, the owner of the property, Ms. Angela L. Hemp, was given adequate and legal notice of the need to clean up the property, failed to clean up the property in a timely fashion, and was notified and given the opportunity to pay the costs of clean up, via a mutual agreement and payment plan, but has failed to do so, and

WHEREAS, Minnesota Statute 375.18 subdivision 14, authorized the County to remove unauthorized deposits of solid waste at the landowner's expense and may order the expense to be a lien on the property and be collected as a special assessment, and

NOW, THEREFORE BE IT RESOLVED, the Public Works Director of Morrison County requests that **\$254.70** be assessed and charged on the tax roll against the above described property, where if the assessment is not paid by **December 31, 2017**, accrued Interest will be charged at a rate of ten percent (10%), with a ten percent (10%) penalty. If payment is not received by **November 15, 2018**, the amount listed above will be collected over a two-year (2-year) period, with interest added at ten percent (10%) per year on the unpaid balance.

STATE OF MINNESOTA }
COUNTY OF MORRISON }

I, Deb Gruber, County Administrator, Morrison County, Minnesota hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office of Morrison County in Little Falls, Minnesota as stated in the minutes of the proceedings of said board at a meeting duly held on this 10th day of October, 2017, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.
Witness by hand and seal this 10th day of October, 2017.



Deb Gruber
County Administrator

Commissioner	Yes	No	Abs	Mot	2nd
Wilson	X				
Jelinski	X				
Johnson	X				X
LeMieur	X				
Winscher	X			X	

2107 ADOPTED SPECIAL ASSESSMENTS
Morrison County Public Works Department

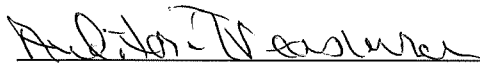
Property Owner Name	Address	Parcel ID#/Platte Lot-Block ID Description
Angela L. Hemp	13086 Terrace Lane Lot 023 & 024, Block 001 Little Falls, MN 56345	PID #s 16.0640.000 & 16.0639.000 Original Platte of Riverview Terrace

Final Adopted Special Assessment Amount = \$254.70

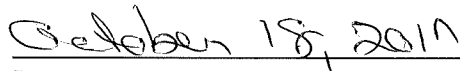
Final Adopted Special Assessment Certification, under my hand:



Signed



Title/Position



Date

Seal

PURCHASE OF SERVICE AGREEMENT

The County of Morrison, through its Social Service Agency, 213 1st Avenue SE, Little Falls, MN 56345, hereafter referred to as the Agency, and Mid Minnesota Drug Testing, Inc., 121 1st Street NE, Little Falls, MN 56345, hereafter referred to as the Contractor, enter into this agreement for the period from September 1, 2017, to December 31, 2017.

WITNESSETH:

WHEREAS, pursuant to Minn. Stat. § 402.02, subd. 2, Local Human Services Board's Powers and Duties, and Minn. Stat. Ch. 256M, the Children and Community Services Act, the Agency has identified a certain population within the County of Morrison who are in need of drug testing services; and

WHEREAS, the Contractor represents that it is duly licensed, qualified, and willing to perform such services; and

WHEREAS, pursuant to Minn. Stat. Ch. 402 and Minn. Stat. Ch. 256M, the Agency wishes to purchase such services from the Contractor.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

1. Contractor's Duties
 - a. As specified in Minnesota Statutes, 256M (Vulnerable Children and Adult Act), the Agency agrees to purchase and the Contractor agrees to furnish the following:
 - 1) **Drug Testing Services**
 - b. The county of financial responsibility shall determine the amount of service to be delivered and the total cost of services for each person, as stated in the individual authorization form or client service plan.
 - c. The Contractor must, within 10 days of when the hard copy of the referral is made, notify the Agency in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the Agency must determine whether such inability will require modification or cancellation of said contract.
2. Cost and Delivery of Purchased Services
 - a. Random Sampling Methodology. In cooperation with the Agency, Contractor shall maximize randomness of client drug testing by use of Contractor's Random Color Coded Drug/Alcohol Testing Program, whereby clients are assigned a color upon

enrollment, are required to call into the system and if their color is named, are required to report for testing that day. Contractor shall be available for testing on a schedule established by Contractor and the Agency and which is attached hereto as Exhibit A. The Agency may also request testing in addition to the random sampling assignment.

- b. Location. The Contractor shall provide all services at all contractor business locations.
- c. The contractor certifies that the services to be provided under this agreement are not otherwise available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment, which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
- d. The Contractor agrees to use only qualified personnel to provide any services purchased under this Contract. If licensing or certification is a necessary prerequisite for provision of services, the Contractor ensure that personnel and services are properly licensed or certified in accordance with provisions of state law and Minnesota Rules.
- e. Changes in service unit rates that are legislatively enacted will be effective as legislated and not require an amendment to this agreement.

3. Eligibility for Services

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by the Agency Children and Community Services Plan or Child Care Assistance Plan.

The parties understand and agree that the Agency must determine preliminary and final client eligibility.

The parties understand and agree that when the Contractor has been delegated to make the preliminary determination of the client's eligibility for Purchased Services, the Contractor must complete and send to the Agency, within five working days of the date of application, an Application for Social Services. The agency will, within five calendar days of the receipt of the application, certify in writing to the Contractor the recipient's eligibility for purchased social services, and prescribe the amount, disposition, and method of collection of any fees for said purchased services.

4. Payment for Purchased Services

- a. Certification of expenditures: The Contractor must, within 15 working days following the last day of each calendar month, submit a standard invoice for social services purchased to the Morrison County Social Services Agency. The Invoice must show: (1) total program and administrative expenditures for the month; and

(2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of purchased services to eligible clients.

- b. Payment: The Agency must, within 30 days of the date of receipt of the Invoice, make payment to the Contractor for all eligible clients identified on the invoice.
- c. MMIS: For those services billed directly through the MMIS system, the Agency agrees to complete and enter a service agreement containing the authorized unit type, number of authorized units and the unit cost in a timely manner. The Contractor will notify the Agency immediately if any billing or payment problems occur. The service agreement for each recipient of service will be incorporated in this agreement by reference.

5. Audit and Record Disclosures

The Contractor must:

- a. Send the following financial, statistical and social services reports to the Agency on a monthly/annually basis.
 - 1) Program participants-----Monthly
 - 2) Budget Preparation Materials-----Annually
- b. The Contractor shall maintain and furnish the Agency with all program and fiscal records requested by the Agency which pertain to the contract services. All records requested by the Agency shall be furnished to the Agency by the Contractor within fifteen (15) calendar days of the Agency's request, unless otherwise directed by the Agency. These records may include, but are not necessarily limited to the following:
 - 1) The names of clients served, and dates services were rendered to each client;
 - 2) A description of the services provided;
 - 3) Individualized program or habilitation plans, at least annually if not required otherwise, for each client served, developed to help each client reach goals established in their Individual Service Plan;
 - 4) A written program and statistical report in a form approved or provided by the Agency.
 - 5) Quarterly or monthly line item expense and revenue reports;
 - 6) Revenue and expense statements and balance sheets;
- c. Allow personnel of the Agency, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours (8:00 a.m. to 4:30 p.m., Monday through

Friday) to exercise their responsibility to monitor Purchased Services.

- d. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
- e. Maintain all records pertaining to the contract at 121 1st Street NE, Little Falls, MN 56345 for four years for audit purposes.
- f. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in the Department of Human Services rules and manuals.

6. Safeguard of Client Information

- a. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.
- b. The Contractor will comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 as implemented by regulations 45 C.F.R., Parts 160 and 164. The Contractor will:
 - 1) Use or further disclose Protected Health Information (PHI), only as permitted or required by law.
 - 2) Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided by this agreement.
 - 3) Mitigate any harmful effect that is known to the contractor as the result of a disclosure of PHI by the Contractor in violation of this agreement
 - 4) Report to the Agency any use or disclosure of PHI not provided for by this agreement of which the Contractor becomes aware.
 - 5) Require anyone to whom the Contractor provides PHI to agree to the same restrictions and conditions that apply to the Contractor pursuant to this agreement.
 - 6) Make available its internal practices, books, and records relating to the use and disclosure of Protected Health Information created or received by the Contractor to the Agency, the Minnesota Department of Human Services, or the US Secretary of Health and Human Services.
 - 7) Within 15 days of receiving a request from the Agency, make available information necessary for the Agency to make an accounting of disclosures of PHI about an individual.

- 8) Within 10 days of receiving a written request from the Agency, make available PHI necessary for the Agency to respond to individual's request for access to PHI about them that is not in the possession of the Agency.
 - 9) Within 15 days of receiving a written request from the Agency, incorporate any amendments or corrections to the PHI in accordance with privacy regulations
 - 10) Not make any disclosures of PHI that the Agency would be prohibited from making.
 - 11) Comply with all applicable HIPAA electronic security regulations.
- c. Upon termination of this agreement, Contractor will return and destroy all PHI received from the Agency or created or received by the Contractor on behalf of the Agency that Contractor still maintains. The Contractor maintains no copies of such PHI's; provided that if such return or destruction is not feasible, Contractor will extend the protections of this agreement to PHI and limit further uses of or disclosure to those purposes that make the return or destruction of the information infeasible.

7. Equal Employment Opportunity and Civil Rights and Nondiscrimination

(When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

(When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36 (1998). This section only applies if the grant is for more than \$100,000 and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

8. Fair Hearing and Grievance Procedures

The agency agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with fair hearing and grievance procedures established by Department of Human Services administrative rules.

9. Indemnity, Insurance, and Audit Clause

- a. Indemnification: Any and all claims that arise against Contractor, its agents, servants, or employees as a result of any act or omission on the part of the Contractor or its agents, servants, or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. The Contractor shall indemnify, hold harmless, and defend the County, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims,

any act of omission of Contractor, its agents, servants, or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract.

- b. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnify provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$500,000 for bodily injury or property damage to any one person and \$1,500,000 for total injuries or damages arising from any one incident. This clause does not constitute a waiver of the County's governmental immunity or liability limits under Minnesota Statute 466 or other law.
- c. Audit: (When applicable) The Contractor agrees that within 60 days of the close of its fiscal year an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act Amendments of 1996, P.L.104:156 and Office of Management and Budget, Circular No. A-133. After completion of the audit, a copy of the audit report must be filed with the Agency.

10. Contractor Debarment, Suspension and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.001 and Minnesota Administrative Rules 1230.1150 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, The Contractor Certifies That It And Its Principals* And Employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violating any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing

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

- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

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

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at www.dhhs.gov/progorg.oig/.

If you do not have access to the website, and/or need the information in an alternative format, contact: Brad Vold, Contract Manager, Morrison County Social Service Agency, at (320) 632-0247.

11. Conditions of the Parties' Obligation

- a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder must thereupon be terminated.
- b. This agreement may be canceled by either party at any time, with or without cause, upon 90 days' notice, in writing, delivered by mail or in person.
- c. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this agreement must be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor not specifically provided in the agreement will be allowed by the Agency, nor must the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in

or actions, including attorney's fees which the County, its officers, or employees may hereafter sustain. incur. or be required to nav. arising out of or by reason of

writing by the Agency. Such approval must be considered to be a modification of the agreement.

- f. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.
- g. The Contractor shall provide Exposure Control Training for its employees and agents as described in laws or rules governing OSHA Regulations. Further, the Contractor hereby releases and holds harmless Morrison County from any loss or injury suffered by the Contractor, its employees or agents, as a result of contact with infectious agents.

12. Subcontracting

- a. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this contract without written approval of the Agency.
- b. All subcontractors must be subject to and must meet all the requirements of this contract.
- c. The Contractors must ensure that any and all subcontracts to provide services under this contract must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to a contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

- d. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

13. Noncompliance

- a. If the Contractor fails to comply with the provisions of this contract, the Agency may seek any available legal remedy.
- b. Either party must notify the other party within 30 days when a party has reasonable

grounds to believe that this contract has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

14. Miscellaneous

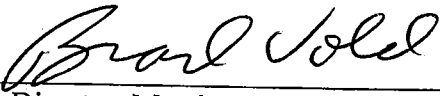
The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as third-party beneficiary, is an affected party under this agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Contractor for any appropriate relief in law or performance of all or any part of the agreement between the County Welfare Board and the Contractor. The Contractor specifically acknowledges that the County Welfare Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the agreement of any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

15. Entire Agreement


It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

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

AGENCY:

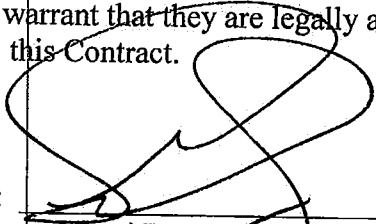
BY: 
Director, Morrison County Social Services

DATED: 10/10/17

BY: 
Chairperson, Morrison County Board of Commissioners

DATED: 10-10-2017

CONTRACTOR: The person signing below represent and warrant that they are legally authorized to execute this Contract.

BY: 
Gerri Burtyk, Owner
Mid Minnesota Drug Testing, Inc.

DATED: 9/01/17

Mid Minnesota Drug Testing, Inc.
Morrison County 2017 Price List

Price list includes:

10 Panel Lab Based	\$35.00
13 Panel Instant Device	\$25.00
ETG	\$40.00
Saliva	\$40.00
Designer Stimulants	\$40.00
Synthetic THC	\$40.00
Synthetic THC Premiums (more metabolites)	\$70.00
Bupropion	\$30.00
Gabapentin	\$50.00
Heroin	\$50.00
PBT	\$20.00
ETG Hair and Nail	\$200.00
Hair Follicle 5 Panel	\$100.00
Hair Follicle Extended Opiates	\$130.00
LSD	\$40.00
Pregnancy	\$30.00
After Hours/Weekends	\$200.00
Court Testimony	\$0.00
Male and Female witness on a random testing day	\$0.00
Results E-mailed to Social Worker (weekdays and weekends)	\$0.00
Clients Med List and Counting of Meds	\$0.00
Enter and generate a letter for each client who is put on the call in system	\$0.00
Manage the MCSS Master List of testing Clients	\$0.00
Toll Free Number that is called on a daily basis (even weekends)	\$0.00
Facebook Update on a daily basis (even weekends)	\$0.00
Medication explanation on positive test results	\$0.00

Additional Notes:

*Clients will not be charged for every visit to the bathroom – this is a one time fee no matter how many times they visit the bathroom.

*Social Services will not be billed if a client does not provide a sample, even when an instant cup is used.

CONTRACT FOR PROVIDING INTERIM, EMERGENCY ENVIRONMENTAL HEALTH SERVICES

THIS CONTRACT is by and between the County of Stearns, a body politic and corporate, hereinafter referred to as Stearns County and the County of Morrison, a body politic and corporate, hereinafter referred to as the contracting county.

WHEREAS, the provision of interim, emergency environmental health service coverage between counties is consistent with Minnesota Statutes, Section 145A.07 allowing delegation agreements between the Minnesota Department of Health and counties; and

WHEREAS, it is worthwhile and necessary to maintain environmental health services in order to preserve and protect the public health, safety and welfare; and

WHEREAS, Morrison County Public Health, an official agency of the contracting county, has requested interim, emergency environmental health services from Stearns County; and

WHEREAS, the Stearns County Environmental Services Department is authorized by the Stearns County Board of Commissioners to provide interim, emergency environmental health service coverage to the contracting county in the event of staff absence, vacations, terminations or vacancies in the contracting county.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

- A. Stearns County Environmental Services Department staff shall provide consultation on inquiries related to food, beverage and lodging facilities, manufactured home parks, recreational camping areas, youth camps and public pools.
- B. Stearns County Environmental Services Department staff shall provide consultation concerning the results of water samples and information regarding water systems submitted through the contracting county's health & human service office.
- C. Stearns County Environmental Services Department staff shall provide interim, emergency environmental health services in and for the contracting county during contracting county staff absences as described above, including emergency response capability for the investigation of food or water borne illnesses, outbreaks or other serious events or complaints.
- D. Stearns County Environmental Services Department staff shall provide consultation on plan reviews for food, beverage and lodging facilities, manufactured home parks, recreational camping areas and youth camps.
- E. Stearns County Environmental Services Department staff shall provide pre-

opening inspections of new or extensively remodeled food, beverage and lodging establishments, manufactured home parks, recreational camping areas, youth camps and public pools.

F. The contracting county shall make all reasonable efforts to secure timely staff replacements in the event of staff vacancies in the program responsible for Environmental health services.

G. **PAYMENT:** Stearns County shall bill the contracting county for hours spent in providing environmental health services at the rate of \$50.00 per hour. In the event that travel is required, the contracting county's fee for services shall be calculated from the time of staff departure from the Stearns County Environmental Services Department until the time of return to the Stearns County Environmental Services Department.

The contracting county shall reimburse the actual cost to Stearns County for any tests, supplies, materials or special services required to complete the contracted services.

Mileage shall be reimbursed at the current rate established by the Stearns County Board of Commissioners, but this amount shall not exceed the maximum allowed by the IRS.

Meals shall be compensated at a rate not to exceed the per day maximum allowed by the IRS.

Fees for plan reviews shall be reimbursed at the current rate established by the Stearns County Board of Commissioners in the Stearns County Fee Schedule.

H. **CONTRACT TERM AND RENEWAL:**

The term of this Contract shall be effective on the date of signature by Stearns County Board Chair. The contract may be terminated by either party by giving written notice no less than thirty (30) days prior to the requested termination date. The contract may be subject to annual review and modification under conditions agreeable to both parties. All modifications must be in writing and signed by all parties.

I. The contracting county shall identify all county staff who are authorized to request interim emergency environmental health service coverage on behalf of the contracting county from Stearns County. Requests shall be submitted to the Stearns County Environmental Health Division Supervisor or the Stearns County Environmental Services Director.

J. **RECORDS, DISCLOSURE/AUDIT/RETENTION:** The contracting county's books, records, documents, papers, accounting procedures and practices and other evidences relevant to this contract are subject to the examination,

duplication, transcription and audit by Stearns County and either the Legislative or State Auditor, for a minimal of six (6) years pursuant to Minnesota Statute 16C.05, subd. 5. Such evidence is also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this contract. The contracting county agrees to maintain such evidences for a period of five (5) years from the date of the services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

- K. **MUTUAL INDEMNIFICATION:** Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in execution, performance, or failure to adequately perform its obligations pursuant to this contract. Stearns County's liability shall be limited by the provisions of Minnesota Statute, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law.
- L. **DATA PRIVACY:** For the purpose of this contract all data collected, created, received, maintained or disseminated shall be governed by the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, or amendments thereto, and the Minnesota Rules implementing the act now in force or hereafter adopted or amended, as well as federal laws on data privacy. The contracting county shall strictly comply with all statutes and rules. All subcontracts shall contain the same data practices compliance requirements. The person employed by the contracting county to assure compliance with the Minnesota Government Data Practices Act, or amendments thereto, shall be the contracting county's authorized representative, unless the contracting county's responsible authority is specified in this Contract. The remedies available in Minnesota Statutes, section 13.08, or amendments thereto, apply to the contracting county.
- M. **AMENDMENTS and MODIFICATIONS:** Any alterations, amendments, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties.

N. **ENTIRE AGREEMENT:** It is understood and agreed that the entire agreement of the parties is contained herein, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous contracts presently in effect between the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 10 day of October, 2017.

COUNTY OF STEARNS

BY: _____
DeWayne F. Mareck
Chair
Stearns County
Board of Commissioners

Date: _____

Randy R. Schreifels
Stearns County Auditor/Treasurer
Clerk
Stearns County Board of Commissioners

Date: _____

COUNTY OF MORRISON

BY: Mike Wilson
Mike Wilson
Chair
Morrison County
Board of Commissioners

Date: 10-10-2017

Deb Gruber
Deb Gruber
Morrison County Administrator
Morrison County
Board of Commissioners

Date: 10/10/17

**AN AGREEMENT TO PROVIDE
PROFESSIONAL ADVANCED INSPECTOR SERVICES IN MORRISON COUNTY**

THIS AGREEMENT is by and between the County of Stearns, a body politic and corporate, hereinafter referred to as “Stearns County” and the County of Morrison, a body politic and corporate, hereinafter referred to as the “contracting county”.

WHEREAS, the proper location, design, installation, use and maintenance of Type IV, Type V, ISTS designs with flows of greater than 2,500 gallons per day, and midsize subsurface sewage treatment systems (MSTS) protects the public health, safety and general welfare by the discharge of adequately treated sewage to the ground water; and

WHEREAS, The contracting county has requested infield verification of the periodically saturated soil or bedrock, design review, and inspection services for Type IV, Type V, ISTS with design flows of greater than 2,500 gallons per day, and midsize sewage treatment systems (MSTS) from Stearns County; and

WHEREAS, the Stearns County Environmental Services Department is authorized by the Stearns County Board of Commissioners to provide infield verification of the periodically saturated soil or bedrock, design plan review, and inspection services for Type IV, Type V, ISTS designs with flows of greater than 2,500 gallons per day, and midsize sewage treatment systems (MSTS) to the contracting county.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

- A. Stearns County through the Stearns County Environmental Services Department shall provide professional advanced inspector services for the contracting county in those areas of the contracting county under jurisdiction of the current subsurface sewage treatment system ordinance.
- B. Stearns County through the Stearns County Environmental Services Department shall provide infield verification of the periodically saturated soil or bedrock, design plan review, and inspection services for Type IV, Type V, ISTS with design flows of greater than 2,500 gallons per day, and midsize sewage treatment systems (MSTS) for the contracting county.
- C. Stearns County Environmental Services shall provide professional advanced inspector services in accordance with Minnesota Rules, part 7082.0500, subpart 3 A and part 7083.0750, subpart 1B; or successor rules.
- D. General requirements:
 - 1. Contracting County shall:
 - a. Issue the sewage treatment permit and the operating permit for the advanced sewage treatment system based on an independent design submitted to and approved by Stearns County.

- b. Ensure that an MPCA licensed Service Provider, as described in Minnesota Rules, part 7083.0780; or successor rules, has been retained to oversee the operation and maintenance of the advanced sewage treatment system on the subject property.
 - c. Make available upon request of Stearns County any and all documents relating to the subject property including, but not limited to prior SSTS permits, soil information, and land use permit records.
 - d. Handle all dispute resolution matters according to the established protocol in local ordinance, or if there is not such a protocol in place then as per MN Rule Chapter 7082.0700 Subpart 5; or successor rules.
 - e. Be responsible for any enforcement issues associated with any permit handled under this agreement.
 - f. Provide copies of the issued septic permit and operating permit to Stearns County.
 - g. Submit to Stearns County all applications within two (2) days of receipt of the permit application by the Contracting County.
2. Stearns County shall:
- a. Conduct infield soil verifications with the designer on site. The designer shall give Stearns County Environmental Services staff 72 hour notice to schedule infield soil verifications.
 - b. Contact the Contracting County within 5 business days after receipt of an ssts permit application with status update of initial review noting all missing or conflicting information.
 - c. Review and give final approval of the submitted ssts permit design.
 - d. Review operating permit before it is issued by the Contracting County.
 - e. Inspect and give final as-built approval of all ssts permit installations handled under this agreement. The installer shall give Stearns County Environmental Services staff 72 hour notice to schedule inspections.
 - f. Provide copies of as-built inspections and any tests conducted to the Contracting County within 5 days of conducting final inspections.
 - g. Abide by all Federal, State and local laws, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Stearns County is responsible.

E. **PAYMENT:**

1. Stearns County shall bill the Contracting County for hours spent in providing professional advanced inspector services outlined in Section D. 2. Of this agreement at the rate of \$50.00 per hour.
2. In the event that travel is required, the Contracting County's fee for services shall be calculated from the time of staff departure from the Stearns County Environmental Services Department until the time of return to the Stearns County Environmental Services Department. Mileage shall be reimbursed at the current rate established by the Stearns County Board of Commissioners, but this amount shall not exceed the maximum allowed by the IRS.
3. The Contracting County shall reimburse the actual cost to Stearns County for any tests, supplies, materials or special services required to complete the contracted professional advanced inspector services.

F. **CONTRACT TERM AND RENEWAL**

The term of this Contract shall be effective on the date of signature by the Stearns County Board Chair. The contract may be terminated by either party by giving written notice no less than thirty (30) days prior to the requested termination date. The contract may be subject to annual review and modification under conditions agreeable to both parties. All modifications must be in writing and signed by all parties.

1. **Nonappropriation.** Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County in the event sufficient funds from the County, State, Federal or other sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement; and the nonappropriation of funds did not result from any act of bad faith on the part of the County. The Agreement shall be terminated as of the date identified in the Notice of Termination. If the Agreement is terminated pursuant to this paragraph the County shall not thereafter purchase similar services from another vendor as were being provided by Contractor, for the duration of the full original term of this Agreement or the end of the County's fiscal year, whichever is less.

- G. **RECORDS, DISCLOSURE/AUDIT/RETENTION:** Subject to paragraph H, the parties books, records, documents, papers, accounting procedures and practices and other evidences relevant to this agreement are subject to the examination, duplication, transcription and audit by the parties and either the Legislative or State Auditor, for a minimal of six (6) years pursuant to Minnesota Statute 16C.05, subd. 5. Such evidence is also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. The parties agree to maintain such evidences for a period of six (6) years from the date of

the services or payment were last provided or made or longer if any audit in progress requires a longer retention period. This section shall survive termination of this agreement.

- H. **Ownership of Documents:** Any reports, studies, or other documents prepared by Stearns County in the performance of its obligations under this Agreement shall be the exclusive property of the Contracting County, and all such materials shall be remitted to the Contracting County by the Stearns County upon completion, termination, or cancellation of this Agreement. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Stearns County's obligations under this Agreement without the prior written consent of the Contracting County. This provision will survive termination of this Agreement.
- I. **MUTUAL INDEMNIFICATION:** Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Each County's liability shall be limited by the provisions of Minnesota Statute, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This section shall survive termination of this agreement.
- J. **DATA PRIVACY:** For the purpose of this agreement all data collected, created, received, maintained or disseminated shall be governed by the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, or amendments thereto, and the Minnesota Rules implementing the act now in force or hereafter adopted or amended, as well as federal laws on data privacy. The parties shall strictly comply with all statutes and rules. All subcontracts shall contain the same data practices compliance requirements. The person employed by the party to assure compliance with the Minnesota Government Data Practices Act, or amendments thereto, shall be the party's authorized representative, unless the party's responsible authority is specified in this agreement. The remedies available in Minnesota Statutes, section 13.08, or amendments thereto, apply to the parties. This section shall survive termination of this agreement.
- K. **AMENDMENTS and MODIFICATIONS:** Any alterations, amendments, deletions or waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by the parties.
- L. **SUBCONTRACTING AND ASSIGNMENT** Stearns County shall not enter into any subcontract for performance of any of the services contemplated by this Agreement nor assign any interest in the Agreement without the prior written approval of the Contracting County and subject to such conditions and provisions as the Contracting County may deem necessary. Stearns County shall be responsible for the performance of all subcontractors.

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

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 10 day of October, 2017.

COUNTY OF STEARNS

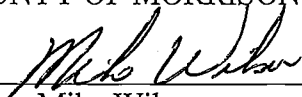
BY: _____
DeWayne F. Mareck
Chair
Stearns County
Board of Commissioners

Date: _____

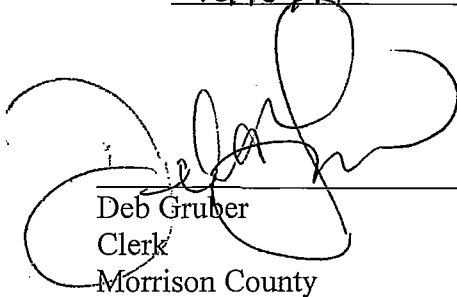
Randy R. Schreifels
Stearns County Auditor/Treasurer
Clerk
Stearns County Board of Commissioners

Date: _____

COUNTY OF MORRISON

BY: 
Mike Wilson
Chair
Morrison County
Board of Commissioners

Date: 10/10/17


Deb Gruber
Clerk
Morrison County
Board of Commissioners

Date: 10/10/17

In the Matter of an Application

by Dwayne and Jayne Lange for a Conditional Use Permit: 31.0410.000, 10.0184.002 & 10.0184.003

The above application came on for consideration before the Morrison County Board of Commissioners on October 10, 2017. Based upon the application, information received at the public hearing held on September 25, 2017, the recommendations of staff and all files and records relating to the application, the Board makes the following:

FINDINGS OF FACT

1. The applicant currently owns and resides on a 40 acre parcel, with two adjacent parcels for a total of 79.43 acres. A Tier 1 swine feedlot exists on the property.
2. The applicant is proposing a Tier II (301 to 650 animal units) total confinement swine feedlot through the construction of a 51' x 176' addition onto the existing barn.
3. The applicant was granted a variance on April 4, 2017 to:
 - a. Construct the barn 155 feet from the west property line (45 foot encroachment)
 - b. Construct the barn within the setbacks (1,320' required) to three non-feedlot residences; 1,010 feet, 1,260 feet and 1,200 feet
4. The nearest residence is 1,010 feet from the barns. The nearest feedlot is approximately 2,450 feet away.
5. The applicant will utilize a certified custom applicator for manure application. Thirteen acres of the applicant's property will be utilized for manure application and the rest will be transferred to others for application. 331 additional acres have been identified. Those acres are located in Elmdale Township.
6. Inspection of the existing operation was conducted. The handling of mortalities is not in compliance with the Minnesota Department of Animal Health standards. The applicant was informed of this, and plans to construct a compliant composting facility to handle mortalities.
7. The OFFSET rating for this feedlot is 94%. The required OFFSET annoyance-free rating feedlots must meet is 91%.
8. The applicant has submitted the following plans:

Morrison County Good Neighbor Plan – The manure will be applied and incorporated within 24 hours of application. The applicant will notify neighbors when the pits will be pumped and an attempt to avoid holidays and special events will be made. Composting was identified as the primary method for disposal of animal mortalities, with rendering as a backup.

Odor Minimization Plan – The plan identifies dispersion/mixing of air with tree plantings, establishment of adequate separation distances, maintenance of clean, dry floors, elimination of manure build up, prompt clean up of spilled feed, reduction of feed and water waste/loss, maintenance of exhaust fans, addition of chemicals to reduce odor, management of mortilites in compliance with Minnesota Board of Animal Health and consultation with the feedlot officer to reduce feedlot odors

Stormwater Plan for Feedlot Construction – The plan identifies check dams and erosion blankets, vegetative buffers and silt fencing for erosion and sediment control practices.

9. The applicant has contacted the DNR in regards to the need for a water appropriation permit. The DNR has indicated no permit is needed.
10. Agriculture zoning is the only district where new feedlots are allowed. The Morrison County Land Use Ordinance states the purpose of the Agriculture zoning district is to promote and protect areas which have high quality agriculture lands and are essentially rural in nature. Within this district agriculture activities shall be given precedence over other uses.
11. Applicable Comprehensive Plan Goals and Objectives:

Agriculture

A1: Ensure that the County provides and protects areas most suitable for a strong and stable agricultural industry, including, but not limited to crop production, animal husbandry, dairy and meat production, pasturelands or other similar uses.

Objective 1: Ensure that County policies and ordinances do not restrict farming practices except as necessary to ensure compliance with law or to protect public health and safety.

Objective 4: Encourage the use of odor reducing technology to minimize the impacts of feedlots on the natural and human environment

Objective 8: Recognize efforts by local and regional organizations to support a local agricultural economy that is sustainable into the future and take action to implement their recommendations when deemed appropriate and consistent with the County's Comprehensive Plan.

Goal A2: Achieve an appropriate balance between the continued and growing desire of people and certain businesses to locate in rural settings and the need to accommodate agricultural and other rural land uses in these same areas.

Goal A3: Understand the positive and negative impacts of emerging agricultural practices and uses for agricultural products or lands.

Goal A4: Recognize the importance of agricultural practices, including manure management, tiling, application of fertilizers and pesticides, and clearing of new lands for agricultural uses being done in a responsible manner that protects the County's ground and surface waters, nearby property owners and important wildlife habitats.

Objective 1: Work with local farmers and other landowners, SWCD, state agencies and other interested parties to protect and enhance water quality in an orderly, effective and consistent manner while respecting private property rights. Prioritize the installation or enhancement of vegetative buffers or other best management practices in areas particularly susceptible to erosion or surface water pollution.

Objective 3: Recognize the issues of feedlots and animal confinement areas with other land uses such as residential and commercial development and utilize new and existing controls to minimize conflicts and issues.

12. Applicable Morrison County Comprehensive Water Plan Goals and Objectives:

Groundwater

Goal 1: Protect and provide high quality groundwater resources for the citizens and visitors of Morrison County.

Goal 2: Preserve and ensure adequate quantity of the groundwater resources for the citizens and visitors of Morrison County.

Surface Water

Goal: To protect, enhance, and maintain the quality of all surface waters in Morrison County (lakes, rivers, streams, and wetlands)

Objective A: Reduce impacts of agricultural run-off from feedlots and farming practices by implementing the MN Buffer law on all protected waters and public ditches.

Land Use and Development

Goal: To ensure that land use decisions are compatible with natural resource protection

Objective A: Reduce impacts of agricultural run-off from feedlots and farming practices

13. An Environmental Review was conducted by the SWCD. Comment and recommendations were:
- a. The site will likely need a tile line to remove excess water from the area around the storage pit.
 - b. The proposed barn addition will be into the existing woods, providing for screening and odor control.
 - c. Present animal mortality handling must cease and an MBAH approved method must be done.
14. Land Services staff suggested the following conditions:
1. Abide by local and state law.
 2. Notify road authority when hauling manure during road restrictions.
 3. Abide by the good neighbor, stormwater plan and feedlot odor minimization plans.
 4. An acceptable composting facility must be constructed and utilized prior to stocking the barn addition.
15. A plat map and aerial photos were presented.
16. 29 notices were sent out regarding this item
17. One person commented in favor of the request at the public hearing.
18. The Planning Commission had discussion with staff, each other and the applicant about the following:
- a. Proper mortality composting and adding rendering to suggested condition number four
 - b. The variance history on the property
 - c. Manure application and incorporation

d. Vegetative buffering around the barn

The Planning Commission found:

1. **The use will not put an excessive burden on roadways, utilities and public facilities such as parks and schools.** The existing facility already has truck traffic, an addition to the barn will not greatly increase the traffic.
2. **The request will not be detrimental to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.** OFFSET is met, odor reducing technology will be utilized, setbacks are met with variance and no negative comment was received from the public.
3. **The use in the opinion of the Planning Commission is reasonably related to the existing land use and the environment. Groundwater, surface water and air quality in the surrounding area will not be adversely affected by the proposed use.** The applicant has submitted a good neighbor plan and proper disposal of animal mortalities has been addressed.
4. **The use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.** This is an Agriculture zoning district, which is the only area of the county that feedlots are allowed.
5. **The use is not in conflict with the Comprehensive Plan or Water Plan of the County.** This request appears to meet the goals and objectives of the County. There is economic benefit to the economy.

The following conditions were approved by the Planning Commission:

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor, stormwater plan and feedlot odor minimization plans.
4. An acceptable composting facility must be constructed and used or a rendering company must be utilized for mortalities prior to stocking the barn addition.
5. Plant and maintain a 50' wide grass buffer around the perimeter of the barns after construction for ongoing stormwater management as shown within the Environmental Review.

Motion was made by Francis Brisk and seconded by Ross Wamre to recommend approval of the application with above conditions. The vote was "5" in favor, "0" opposed.

DECISION

WHEREFORE, the Morrison County Board of Commissioners hereby approves these findings of fact for a Conditional Use Permit to Dwayne and Jayne Lange to establish a Tier II swine feedlot located in Section 33 of Swanville Township and Section 4 of Elmdale Township and hereby moves to grant the Conditional Use permit with five (5) conditions.



Chairman
Morrison County Board



Clerk
Morrison County Board

Conditions

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the submitted good neighbor, stormwater and feedlot odor minimization plans.
4. An acceptable composting facility must be constructed and used or a rendering company must be utilized for mortalities prior to stocking the barn addition.
5. Plant and maintain a 50' wide grass buffer around the perimeter of the barns after construction for ongoing stormwater management as shown within the Environmental Review.

In the Matter of an Application

by Jeremy and Jessica Lucking for a Conditional Use Permit: 24.0275.000, 24.0272.000

The above application came on for consideration before the Morrison County Board of Commissioners on October 10, 2017. Based upon the application, information received at the public hearing held on September 25, 2017, the recommendations of staff and all files and records relating to the application, the Board makes the following:

FINDINGS OF FACT

1. The applicant currently owns and resides on a 40 acre parcel, with an adjacent 80 acre parcel for a total of 120 acres. A Tier 1 poultry feedlot exists on the property, along with 11 head of cattle.
2. The applicant is proposing a Tier II (301 to 650 animal units) total confinement poultry feedlot through the construction of a second poultry barn.
3. One 60' x 624' barn is proposed. The barn will be oriented east and west. It will meet all required Tier II feedlot setbacks. The nearest residence is 1,640 feet from the barns. The nearest feedlot is approximately 1,450 feet away.
4. The applicant will transfer all manure to others for application. 852.96 acres have been identified. Those acres are located in Granite, Leigh, Pulaski and Richardson Townships within Morrison County, and property in Crow Wing County as well.
5. A manure stacking slab is not planned to be built. The soils are NOT suitable for short-term stockpiling.
6. The OFFSET rating for this feedlot is 99%, including both barns. The required OFFSET annoyance-free rating feedlots must meet is 91%.
7. Approximately five to six flocks of chickens are expected to cycle through each barn each year.
8. The applicant has submitted the following plans:

Morrison County Good Neighbor Plan – The manure will be hauled immediately from the barn into dump trailers and delivered to the manure recipient. Composting was identified as the primary method for disposal of animal mortalities, with rendering as a backup.

Odor Minimization Plan – The plan identifies development of a neighbor relations plan, maintenance of clean, dry floors, composting of mortalities within an enclosed structure and reduction of the length of time stockpile/manure pack is maintained to reduce feedlot odors

Stormwater Plan for Feedlot Construction – The plan identifies avoidance of wetland areas, vegetative buffers and silt fence as erosion prevention and sediment control practices.

9. The applicant has contacted the DNR in regards to the need for a water appropriation permit. The DNR has indicated no permit is needed.
10. Agriculture zoning is the only district where new feedlots are allowed. The Morrison County Land Use Ordinance states the purpose of the Agriculture zoning district is to promote and protect areas which have high quality agriculture lands and are essentially rural in nature. Within this district agriculture activities shall be given precedence over other uses.

11. Applicable Comprehensive Plan Goals and Objectives:

Agriculture

A1: Ensure that the County provides and protects areas most suitable for a strong and stable agricultural industry, including, but not limited to crop production, animal husbandry, dairy and meat production, pasturelands or other similar uses.

Objective 1: Ensure that County policies and ordinances do not restrict farming practices except as necessary to ensure compliance with law or to protect public health and safety.

Objective 4: Encourage the use of odor reducing technology to minimize the impacts of feedlots on the natural and human environment

Objective 8: Recognize efforts by local and regional organizations to support a local agricultural economy that is sustainable into the future and take action to implement their recommendations when deemed appropriate and consistent with the County's Comprehensive Plan.

Goal A2: Achieve an appropriate balance between the continued and growing desire of people and certain businesses to locate in rural settings and the need to accommodate agricultural and other rural land uses in these same areas.

Goal A3: Understand the positive and negative impacts of emerging agricultural practices and uses for agricultural products or lands.

Goal A4: Recognize the importance of agricultural practices, including manure management, tiling, application of fertilizers and pesticides, and clearing of new lands for agricultural uses being done in a responsible manner that protects the County's ground and surface waters, nearby property owners and important wildlife habitats.

Objective 1: Work with local farmers and other landowners, SWCD, state agencies and other interested parties to protect and enhance water quality in an orderly, effective and consistent manner while respecting private property rights. Prioritize the installation or enhancement of vegetative buffers or other best management practices in areas particularly susceptible to erosion or surface water pollution.

Objective 3: Recognize the issues of feedlots and animal confinement areas with other land uses such as residential and commercial development and utilize new and existing controls to minimize conflicts and issues.

12. Applicable Morrison County Comprehensive Water Plan Goals and Objectives:

Groundwater

Goal 1: Protect and provide high quality groundwater resources for the citizens and visitors of Morrison County.

Goal 2: Preserve and ensure adequate quantity of the groundwater resources for the citizens and visitors of Morrison County.

Surface Water

Goal: To protect, enhance, and maintain the quality of all surface waters in Morrison County (lakes, rivers, streams, and wetlands)

Objective A: Reduce impacts of agricultural run-off from feedlots and farming practices by implementing the MN Buffer law on all protected waters and public ditches.

Land Use and Development

Goal: To ensure that land use decisions are compatible with natural resource protection

Objective A: Reduce impacts of agricultural run-off from feedlots and farming practices

13. An Environmental Review was conducted by the SWCD. This is included in your packet. Comment and recommendations were:
 - a. The site is limited with the wetland, grade and property line locations, the area for the barn is tight.
 - b. 2,800 square feet of wetland filling is required for driveway installation. This must be permitted with the SWCD.
 - c. Adjacent properties are fully agricultural with cropland and a dairy farm.
 - d. A vegetative grass buffer surrounding the barn should be considered to prevent erosion from roof run-off (see feedlot compliance drawing)
14. Land Services staff suggested the following conditions:
 1. Abide by local and state law.
 2. Notify road authority when hauling manure during road restrictions.
 3. Abide by the good neighbor, stormwater plan and feedlot odor minimization plans.
 4. Plant and maintain a grass buffer around the perimeter of the barns after construction for ongoing stormwater management, as shown within the Environmental Review.
15. A plat map and aerial photos were presented.
16. 20 notices were sent out regarding this item; the County Engineer submitted an email stating no concern with the impact on the County road with this proposal.
17. No public comment was received at the hearing.
18. The Planning Commission had discussion with staff, each other and the applicant about the following:
 - Feedlot Officer explanation of manure transfer agreements, manure location, results of existing feedlot inspection
 - Barn clean out procedure
 - Manure going out of county (Crow Wing) and the oversight that may need, removal of the 10 acres in Crow Wing County from the plan
 - Responsibility of the producer to ensure manure is properly handled

The Planning Commission found:

- 1. The use will not put an excessive burden on roadways, utilities and public facilities such as parks and schools.** There is no extra burden. The County Engineer commented that there is no issue with this expansion.
- 2. The request will not be detrimental to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.** This site has a 99% OFFSET rating. There is no issue with development, no public comment was received and there is an existing barn on the property.
- 3. The use in the opinion of the Planning Commission is reasonably related to the existing land use and the environment. Groundwater, surface water and air quality in the surrounding area will not be adversely affected by the proposed use.** The existing use is agriculture with an existing barn on site. The Soil and Water Conservation District will be handling any wetland permitting.
- 4. The use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.** This is an agriculture area, with an agricultural use already occurring on the property. No opposition was voiced from neighbors
- 5. The use is not in conflict with the Comprehensive Plan or Water Plan of the County.** There is no conflict with the plans; the plans provide and protect areas for agricultural industry. This site has received environmental review from the SWCD.


The following conditions were approved by the Planning Commission:

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor, stormwater and feedlot odor minimization plans.
4. Plant and maintain a 50' wide grass buffer around the perimeter of the barns after construction for ongoing stormwater management as shown within the Environmental Review.

Motion was made by Robert Otremba and seconded by Ross Wamre to recommend approval of the application with above conditions. The vote was "5" in favor, "0" opposed.

DECISION

WHEREFORE, the Morrison County Board of Commissioners hereby approves these findings of fact for a Conditional Use Permit to Jeremy and Jessica Lucking to establish a Tier II poultry feedlot located in Section 33, Pulaski Township and hereby moves to grant the Conditional Use permit with four (4) conditions.



Chairman
Morrison County Board



Clerk
Morrison County Board

Conditions

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor, stormwater plan and feedlot odor minimization plans.
4. Plant and maintain a 50' wide grass buffer around the perimeter of the barns after construction for ongoing stormwater management as shown within the Environmental Review.

In the Matter of an Application
by Jerry Malinowski for a Conditional Use Permit: 21.0252.000

The above application came on for consideration before the Morrison County Board of Commissioners on October 10, 2017. Based upon the application, information received at the public hearing held on September 25, 2017, the recommendations of staff and all files and records relating to the application, the Board makes the following:

FINDINGS OF FACT

1. The applicant currently owns and resides on a 120 acre parcel. A Tier 1 poultry feedlot exists on the property, along with 22 cow/calf pairs.
2. The applicant is proposing a Tier II (301 to 650 animal units) total confinement poultry feedlot through the construction of a second poultry barn.
3. One 60' x 624' barn is proposed. The barn will be oriented north and south. It will meet all required Tier II feedlot setbacks. The nearest residence is 1,200 feet from the barns. The nearest feedlot is approximately 1,200 feet away.
4. The applicant utilizes approximately 190 acres of his own crop land for application of manure from the existing barn. The manure from the new barn will be transferred to others for application. 557 acres have been identified for manure transfer. Those acres are located in Pierz Township.
5. A manure stacking slab is not planned to be built. The soils are suitable for short-term stockpiling, if needed.
6. The OFFSET rating for this feedlot is 98%, including both barns. The required OFFSET annoyance-free rating feedlots must meet is 91%.
7. Approximately five to six flocks of chickens are expected to cycle through each barn each year.
8. The applicant has submitted the following plans:

Morrison County Good Neighbor Plan – Dry manure will be applied to owned fields and chisel plowed within 48 hours. A good faith effort will be made to notify neighbors when cleaning barns and hauling manure. Composting was identified as the primary method for disposal of animal mortalities, with burial as a backup.

Odor Minimization Plan – The plan identifies development of a neighbor relations plan, maintenance of clean, dry floors, maintenance of exhaust fans and avoidance of dust and manure accumulation and management of mortalities to reduce feedlot odors.

Stormwater Plan for Feedlot Construction – The plan identifies minimal disturbance, vegetative buffers and silt fence as erosion prevention and sediment control practices.

9. The applicant has made application to the DNR for a water appropriation permit. The DNR has anticipated no issue with the permit issuance.
10. Agriculture zoning is the only district where new feedlots are allowed. The Morrison County Land Use Ordinance states the purpose of the Agriculture zoning district is to promote and protect areas

which have high quality agriculture lands and are essentially rural in nature. Within this district agriculture activities shall be given precedence over other uses.

11. Applicable Comprehensive Plan Goals and Objectives:

Agriculture

A1: Ensure that the County provides and protects areas most suitable for a strong and stable agricultural industry, including, but not limited to crop production, animal husbandry, dairy and meat production, pasturelands or other similar uses.

Objective 1: Ensure that County policies and ordinances do not restrict farming practices except as necessary to ensure compliance with law or to protect public health and safety.

Objective 4: Encourage the use of odor reducing technology to minimize the impacts of feedlots on the natural and human environment

Objective 8: Recognize efforts by local and regional organizations to support a local agricultural economy that is sustainable into the future and take action to implement their recommendations when deemed appropriate and consistent with the County's Comprehensive Plan.

Goal A2: Achieve an appropriate balance between the continued and growing desire of people and certain businesses to locate in rural settings and the need to accommodate agricultural and other rural land uses in these same areas.

Goal A3: Understand the positive and negative impacts of emerging agricultural practices and uses for agricultural products or lands.

Goal A4: Recognize the importance of agricultural practices, including manure management, tiling, application of fertilizers and pesticides, and clearing of new lands for agricultural uses being done in a responsible manner that protects the County's ground and surface waters, nearby property owners and important wildlife habitats.

Objective 1: Work with local farmers and other landowners, SWCD, state agencies and other interested parties to protect and enhance water quality in an orderly, effective and consistent manner while respecting private property rights. Prioritize the installation or enhancement of vegetative buffers or other best management practices in areas particularly susceptible to erosion or surface water pollution.

Objective 3: Recognize the issues of feedlots and animal confinement areas with other land uses such as residential and commercial development and utilize new and existing controls to minimize conflicts and issues.

12. Applicable Morrison County Comprehensive Water Plan Goals and Objectives:

Groundwater

Goal 1: Protect and provide high quality groundwater resources for the citizens and visitors of Morrison County.

Goal 2: Preserve and ensure adequate quantity of the groundwater resources for the citizens and visitors of Morrison County.

Surface Water

Goal: To protect, enhance, and maintain the quality of all surface waters in Morrison County (lakes, rivers, streams, and wetlands)

Objective A: Reduce impacts of agricultural run-off from feedlots and farming practices by implementing the MN Buffer law on all protected waters and public ditches.

Land Use and Development

Goal: To ensure that land use decisions are compatible with natural resource protection

Objective A: Reduce impacts of agricultural run-off from feedlots and farming practices

13. An Environmental Review was conducted by the SWCD. Comment and recommendations were:
 - a. The site is adequate for a barn provided adequate acres are found to treat the manure
 - b. The area is predominantly agricultural, made up of cropland
 - c. A stacking slab is encouraged for temporary manure stockpiling
 - d. A vegetative buffer around the barn is recommended for control of roof run-off
14. Land Services staff suggested the following conditions:
 1. Abide by local and state law.
 2. Notify road authority when hauling manure during road restrictions.
 3. Abide by the good neighbor, stormwater and feedlot odor minimization plans.
 4. Plant and maintain a grass buffer around the perimeter of the barns after construction for ongoing stormwater management, as shown within the Environmental Review.
15. A plat map and aerial photos were presented.
16. 15 notices were sent out regarding this item; the County Engineer submitted an email stating no concern with the impact on the County road with this proposal.
17. No public comment was received at the hearing.
18. The Planning Commission had discussion with staff, each other and the applicant about the following:
 - Applicant is currently using an uncovered slab at the existing barn for manure stockpiles
 - Incorporation of manure
 - Notification to the feedlot officer of barn clean out

The Planning Commission found:

- 1. The use will not put an excessive burden on roadways, utilities and public facilities such as parks and schools.** No negative effects should occur, there are not parks or schools in the area. The County Engineer commented that there is no issue with this expansion.
- 2. The request will not be detrimental to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.** The setbacks are met for this project.
- 3. The use in the opinion of the Planning Commission is reasonably related to the existing land use and the environment. Groundwater, surface water and air quality in the surrounding area will not be adversely affected by the proposed use.** The area is predominantly crop agricultural land. There is no expected threat to water and air quality and manure and stormwater plans are in place.
- 4. The use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.** This area is currently zoned Agriculture and this use is in keeping with the Agricultural district.
- 5. The use is not in conflict with the Comprehensive Plan or Water Plan of the County.** There is no conflict with the plans; in addition, plans have been submitted to ensure this use is in harmony with the plans.

The following conditions were approved by the Planning Commission:

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor, stormwater and feedlot odor minimization plans.
4. Plant and maintain a 50' wide grass buffer around the perimeter of the barns after construction for ongoing stormwater management as shown within the Environmental Review.
5. The property owner shall notify the feedlot officer at the time of barn clean outs.

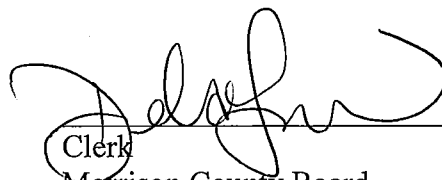
Motion was made by Tom Crawford and seconded by Ross Wamre to recommend approval of the application with above conditions. The vote was "5" in favor, "0" opposed.

DECISION

WHEREFORE, the Morrison County Board of Commissioners hereby approves these findings of fact for a Conditional Use Permit to Jerry Malinowski to establish a Tier II poultry feedlot located in Section 28, Pierz Township and hereby moves to grant the Conditional Use permit with five (5) conditions.



Chairman
Morrison County Board



Clerk
Morrison County Board

Conditions

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor, stormwater and feedlot odor minimization plans.
4. Plant and maintain a 50' wide grass buffer around the perimeter of the barns after construction for ongoing stormwater management as shown within the Environmental Review.
5. The property owner shall notify the feedlot officer at the time of barn clean outs.

In the Matter of an Application

by Jeffrey and Michele Young for a Conditional Use Permit: 01.0035.000, 01.0032.000

The above application came on for consideration before the Morrison County Board of Commissioners on October 10, 2017. Based upon the application, information received at the public hearing held on September 25, 2017, the recommendations of staff and all files and records relating to the application, the Board makes the following:

FINDINGS OF FACT

1. The applicant currently owns and resides on 120 acres, made up of two parcels. A Tier 1 poultry feedlot exists on the property.
2. The applicant is proposing a Tier II (301 to 650 animal units) total confinement poultry feedlot through the construction of a second poultry barn.
3. One 60' x 624' barn is proposed. The barn will be oriented in a northwest direction. It will meet all required Tier II feedlot setbacks. The nearest residence is 1,350 feet from the barns. The nearest feedlot is approximately 5,300 feet away.
4. The applicant will utilize 290 of his own acres for some manure application and will transfer the rest of the manure to others for application. 625 additional acres have been identified. Those acres are located in Agram, Belle Prairie, Green Prairie, Little Falls and Ripley Townships.
5. A manure stacking slab for manure stockpiling and composting is planned to be built at the same time as the barn. The soil is not suitable for short-term stockpiling.
6. The OFFSET rating for this feedlot is 98%, including both barns. The required OFFSET annoyance-free rating feedlots must meet is 91%.
7. Approximately five to six flocks of chickens are expected to cycle through each barn each year.
8. The applicant has submitted the following plans:

Morrison County Good Neighbor Plan – The manure applied to the applicant's fields will be incorporated within two days of application. A good faith effort will be made to avoid manure application during holidays and known special events. Composting was identified as the primary method for disposal of animal mortalities, with rendering as a backup.

Odor Minimization Plan – The plan identifies establishment of adequate separation distances, maintenance of clean, dry floors, elimination of manure buildup, prompt cleanup of spilled feed, reduction of feed and water waste and losses, maintenance of exhaust fans, proper management of animal mortalities including composting of mortalities within an enclosed structure and reduction of the length of time stockpile/manure pack is maintained to reduce feedlot odors.

Stormwater Plan for Feedlot Construction – The plan identifies vegetative buffers, minimal soil disturbance and silt fence as erosion prevention and sediment control practices.

9. The applicant has contacted the DNR in regards to the need for a water appropriation permit. The DNR has indicated no permit is needed.
10. Agriculture zoning is the only district where new feedlots are allowed. The Morrison County Land Use Ordinance states the purpose of the Agriculture zoning district is to promote and protect areas

which have high quality agriculture lands and are essentially rural in nature. Within this district agriculture activities shall be given precedence over other uses.

11. Applicable Comprehensive Plan Goals and Objectives:

Agriculture

A1: Ensure that the County provides and protects areas most suitable for a strong and stable agricultural industry, including, but not limited to crop production, animal husbandry, dairy and meat production, pasturelands or other similar uses.

Objective 1: Ensure that County policies and ordinances do not restrict farming practices except as necessary to ensure compliance with law or to protect public health and safety.

Objective 4: Encourage the use of odor reducing technology to minimize the impacts of feedlots on the natural and human environment

Objective 8: Recognize efforts by local and regional organizations to support a local agricultural economy that is sustainable into the future and take action to implement their recommendations when deemed appropriate and consistent with the County's Comprehensive Plan.

Goal A2: Achieve an appropriate balance between the continued and growing desire of people and certain businesses to locate in rural settings and the need to accommodate agricultural and other rural land uses in these same areas.

Goal A3: Understand the positive and negative impacts of emerging agricultural practices and uses for agricultural products or lands.

Goal A4: Recognize the importance of agricultural practices, including manure management, tiling, application of fertilizers and pesticides, and clearing of new lands for agricultural uses being done in a responsible manner that protects the County's ground and surface waters, nearby property owners and important wildlife habitats.

Objective 1: Work with local farmers and other landowners, SWCD, state agencies and other interested parties to protect and enhance water quality in an orderly, effective and consistent manner while respecting private property rights. Prioritize the installation or enhancement of vegetative buffers or other best management practices in areas particularly susceptible to erosion or surface water pollution.

Objective 3: Recognize the issues of feedlots and animal confinement areas with other land uses such as residential and commercial development and utilize new and existing controls to minimize conflicts and issues.

12. Applicable Morrison County Comprehensive Water Plan Goals and Objectives:

Groundwater

Goal 1: Protect and provide high quality groundwater resources for the citizens and visitors of Morrison County.

Goal 2: Preserve and ensure adequate quantity of the groundwater resources for the citizens and visitors of Morrison County.

Surface Water

Goal: To protect, enhance, and maintain the quality of all surface waters in Morrison County (lakes, rivers, streams, and wetlands)

Objective A: Reduce impacts of agricultural run-off from feedlots and farming practices by implementing the MN Buffer law on all protected waters and public ditches.

Land Use and Development

Goal: To ensure that land use decisions are compatible with natural resource protection

Objective A: Reduce impacts of agricultural run-off from feedlots and farming practices

13. An Environmental Review was conducted by the SWCD. Comment and recommendations were:
 - a. The site is sensitive in respect to proximity to protected waters and wetlands.
 - b. Due to the large amount of wetland on the property, manure application setbacks must be understood and observed, recommended condition for identification of setbacks.
 - c. This area has a known drinking water safety issue due to high nitrates. Stockpiling of manure should not occur on this site, unless upon a stacking slab. Manure should be tested and reported as to location of application and number of acres.
 - d. Due to rolling nature of the property, this site must be stabilized as soon as possible to prevent erosion.
 - e. A vegetative grass buffer surrounding the barn should be considered to prevent erosion from roof run-off (see feedlot compliance drawing)
14. Suggested Conditions:
 1. Abide by local and state law.
 2. Notify road authority when hauling manure during road restrictions.
 3. Abide by the good neighbor, stormwater plan and feedlot odor minimization plans.
 4. Stacking slab must be constructed prior to stocking the barn.
 5. Plant and maintain a grass buffer around the perimeter of the barns after construction for ongoing stormwater management, as shown within the Environmental Review.
15. A plat map and aerial photos were presented.
16. 30 notices were sent out regarding this item; the County Engineer submitted an email stating no concern with the impact on the County road with this proposal.
17. No public comment was received at the hearing.
18. The Planning Commission had discussion with staff, each other and the applicant about the following:
 - Wetland conditions on the property
 - Adequate storage on the existing stacking slab
 - Manure application map
 - Review of proposed conditions and an additional one to notify feedlot officer of manure transfers

The Planning Commission found:

1. **The use will not put an excessive burden on roadways, utilities and public facilities such as parks and schools.** No negative effects should occur, there are no nearby parks or schools in the area and this property is serviced by a state highway.
2. **The request will not be detrimental to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.** A good neighbor plan has been submitted. There is development in the area, but this expansion will not be a detriment.
3. **The use in the opinion of the Planning Commission is reasonably related to the existing land use and the environment. Groundwater, surface water and air quality in the surrounding area will not be adversely affected by the proposed use.** The area is predominantly agricultural land. This is a sensitive area, but a stacking slab is proposed along with six conditions. This proposal also had an environmental review completed by the SWCD.
4. **The use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.** This area is currently zoned Agriculture and feedlots are an allowed use within the district. No negative comments were received from the public.
5. **The use is not in conflict with the Comprehensive Plan or Water Plan of the County.** Conditions have been placed on the permit and plans have been submitted to ensure this use is in harmony with the plans and protective of water resources.

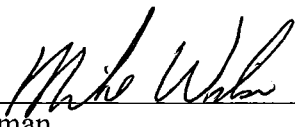
The following conditions were approved by the Planning Commission:

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor, stormwater plan and feedlot odor minimization plans.
4. Stacking slab must be constructed prior to stocking the barn.
5. Plant and maintain a grass buffer around the perimeter of the barns after construction for ongoing stormwater management, as shown within the Environmental Review.
6. The property owner shall notify the feedlot officer of all manure transfers.

Motion was made by Robert Otremba and seconded by Francis Brisk to recommend approval of the application with above conditions. The vote was "5" in favor, "0" opposed.

DECISION

WHEREFORE, the Morrison County Board of Commissioners hereby approves these findings of fact for a Conditional Use Permit to Jeffrey and Michele Young to establish a Tier II poultry feedlot located in Section 9, Agram Township and hereby moves to grant the Conditional Use permit with six (6) conditions.



Chairman
Morrison County Board



Clerk
Morrison County Board

Conditions

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor, stormwater plan and feedlot odor minimization plans.
4. Stacking slab must be constructed prior to stocking the barn.
5. Plant and maintain a grass buffer around the perimeter of the barns after construction for ongoing stormwater management, as shown within the Environmental Review.
6. The property owner shall notify the feedlot officer of all manure transfers.

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

**SNOWMOBILE GRANT-IN-AID PROGRAM
FY 2018 MAINTENANCE AND GROOMING GRANTS**

Contract #/PO:	
Local Unit of Government Sponsor:	Morrison County
Trail/Club Name:	Morrison County Recreational Trails
Grant Amount:	\$136,127.84

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Morrison County, 213 First Ave South East, Little Falls, MN 56345 ("SPONSOR").

Recitals

1. The Snowmobile Grant-in-Aid Program is established in Minn. Stat. 84.83 to provide grants to local units of government for the maintenance of snowmobile trails and the State is empowered to enter into this grant.
2. The State is in need of the services of the Sponsor to provide the maintenance and grooming of the following trail(s) specified in this grant contract agreement: Morrison County.
3. The Sponsor has applied to the State for a grant for the above identified trails and has submitted the Snowmobile Grant-in-Aid Program Maintenance and Grooming application form, required attachments, and resolution or official minutes of the Sponsor authorizing the proposed maintenance and grooming. The submitted application form and required attachments are hereinafter referred to as the "Plan."
4. Attachment. The Sponsor's resolution or official minutes are attached and incorporated into this grant contract agreement.
5. The Sponsor represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd. 1, the Sponsor agrees to minimize administrative costs as a condition of this grant and to follow the code of ethics pursuant to Minn.Stat. §43A.38 in administration of this grant.

Grant Contract

1 Term of Grant Contract

1.1 Effective date:

July 1, 2017. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Sponsor until this grant contract is fully executed under Minn. Stat. §16B.98, Subd. 5, however, eligible expenses may be incurred the date the appropriation becomes available.

1.2 Expiration date:

June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Sponsor's Duties

The Sponsor, who is not a state employee, will:

- (a) Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- (b) Maintain the proposed trails in accordance with the guidelines contained within the current Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual, hereinafter referred to as the "Manual" as accepted or amended by the State and available on the Snowmobile GIA Program webpage at http://www.dnr.state.mn.us/grants/recreation/gia_snowmobile.html. All work will be the responsibility of the Sponsor, its employees, or the sponsor's agent provided the agent is registered as a nonprofit corporation with the State of Minnesota.
- (c) Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.
- (d) Provide adequate maintenance and grooming on the Trail, which shall include keeping it reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance and grooming as may be required and in accordance with the trail grooming guidelines established in the manual. The Sponsor and not the State is responsible for maintaining signs and maintenance and grooming of the Trail.

3 Time

The Sponsor must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State agrees to disburse funds to the Sponsor pursuant to this Agreement based upon the satisfactory completion of significant performance benchmarks as identified below. This grant shall not exceed the Grant Amount as specified below. Funds not earned and paid out will be canceled annually at the end of the State's fiscal year (June 30).

4.2 Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Sponsor under this grant contract will not exceed \$136,127.84.

4.3 Payment

1. Trail Completion Benchmark, 45% of Total Grant Amount

Disbursement of these funds is contingent on the sponsor providing a high quality map that shows the final alignment of the trail and a Trail Completion Certification Form that the trail is open and available for use. The certification must be received by December 15th of that year. This includes having the trail brushed, bridges in repair, signs installed, gates were capable of being open (snow permitting), and any other additional work needed. Also the Sponsor ensures that interest in lands to operate a snowmobile trail have been acquired through fee, easement, lease, permit, or other authorizations of interest throughout the entire Trail.

2. Grooming Certification Benchmark, Opening – January 15, 25% of Total Grant Amount

A portion of the grooming monies will be disbursed to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor that the trails have been properly groomed from opening day through January 15th. The certification must be received by February 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

3. Grooming Certification Benchmark, January 16 – Closing, 25% of Total Grant Amount

The second disbursement of the grooming monies will be made to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor and verification that the trails were groomed to the satisfaction of the Sponsor from January 16th through the end of the season. The certification must be received by April 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

4. Trail Closure/Application Submission Benchmark, 5% of Total Grant Amount

The final payment will be based upon the Trail Closure/Application Submission Certification form received from the Sponsor. The certification must be received by May 15th. A completed application for the next year must accompany the certification. Must provide evidence that Sponsor and Club attended spring training session conducted by DNR. A map indicating the “anticipated” alignment of the trail must also be submitted. A back-up grooming plan must also be provided.

4.4 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee’s financial records, including support documentation justifying a single/sole source bid, if applicable.

(e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

All services provided by the Sponsor under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Sponsor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

5.1 Penalties

In addition to the penalties identified below, if its determined performance was not met the State reserves the right to reduce payment in the following year's agreement or to exclude the Sponsor from participation in the Snowmobile Grant-in-Aid Program.

1. If it is determined that the **Trail Completion Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 45% of the Total Annual Grant Amount.
2. If it is determined that the **Grooming Certification benchmark for the period of opening day through January 15** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
3. If it is determined that the **Grooming Certification benchmark for the period of January 16 through the end of the season** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
4. If it is determined that the **Trail Closure/Application Submission Certification** benchmark in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 5% of the total annual Grant Amount.

6 Authorized Representative

The State's Authorized Representative is Tim Edgeton, Trails Area Supervisor, 1035 South Benton Drive, Sauk Rapids, MN 56379, 320-223-7861, tim.edgeton@state.mn.us, or his/her successor, and has the responsibility to monitor the Sponsor's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Sponsor's Authorized Representative is Deb Lowe, Auditor, 213 1st Ave South East, Little Falls, MN 56345, 320-632-0130, deb1@co.morrison.mn.us. If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Sponsor shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Sponsor. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Sponsor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Sponsor or the Sponsor's agents or employees. This clause will not be construed to bar any legal remedies the Sponsor may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Sponsor's or the sponsor's agent's books, records, documents, and accounting procedures and practices of the Sponsor, the sponsor's agent, or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

The Sponsor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Sponsor under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Sponsor or the State. If the Sponsor receives a request to release the data referred to in this Clause, the Sponsor must immediately notify the State. The State will give the Sponsor instructions concerning the release of the data to the requesting party before the data is released. The Sponsor's response to the request shall comply with applicable law

11 Workers Compensation

The Sponsor certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Sponsor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant

appropriation must publicly credit the State of Minnesota, including on the Sponsor's website when practicable.

12.2 Endorsement

The Sponsor must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination and Funding

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Sponsor. Upon termination, the Sponsor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination or Reduction for Insufficient Funding

The state can reduce or terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Sponsor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Sponsor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Sponsor notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Termination by Contract

This grant contract may also be terminated upon mutual agreement by the State and the Sponsor.

14.5 Funding

The State's sole responsibility under this Agreement is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints, including but not limited to the Minnesota Legislature not appropriating sufficient funding for the program or there not being enough funding in the snowmobile account, the grant amount may be reduced or this contract may be terminated by the State. Due to variability in revenues to the snowmobile account, in FY2018 the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Sponsor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Sponsor to file state tax returns and pay delinquent state tax liabilities, if any.

16 Invasive Species Prevention

16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work.

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail(s) by ensuring the cleaning of equipment prior to arriving at the Trail(s) site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control

16.2 Cleaning and disposal of material cleaned. If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

17 Accessibility

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>.

18 Technical Assistance

Upon the request of the Sponsor to the extent possible, the State will provide technical assistance with major problems encountered in the maintenance and grooming of the Trail.

19 Conflict of Interest

Conflicts of interest include any relationship or matter which might place the Grantee in a position of conflict, real or apparent, between their responsibilities under the contract and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Grantee in the matter.

By signing this contract, the Grantee certifies that they have establish safeguards to prohibit its employees from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest, they have reported and/or do not have any current conflicts of interest at this time and are responsible for notifying the Grantor in writing of any actual or potential conflicts of interest that arise during the life of this award.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Julie Bisch
Date: 9/13/17

SWIFT Contract/PO Not(-) 3-122497

2. SPONSOR

The Sponsor certifies that the appropriate person(s) have executed the grant contract on behalf of the Sponsor as required by applicable articles, bylaws, resolutions, or ordinances

By: Mike Weber
Title: Board Chairman Morrison County
Date: 10-10-2017

By: _____
Title _____
Date _____

3. STATE AGENCY

By: _____
(with delegated authority)
Title: Park and Trails Division Director or Deputy Director
Date: _____

Signature
Agency
Sponsor
State's Authorized Representative

2017-038

RESOLUTION APPROVING COUNTY SPONSORSHIP
OF THE MORRISON COUNTY RECREATIONAL TRAILS ASSOCIATION
2018

WHEREAS, the Morrison County Recreational Trails Association provide trails to meet Morrison County's recreation needs;

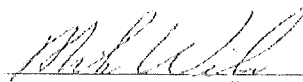
WHEREAS, the State of Minnesota offers funding of such trails through its GRANT-IN-AID TRAIL ASSISTANCE PROGRAM;

WHEREAS, the Morrison County Board of Commissioners acknowledges the sponsorship of this program as only a facilitator in providing state funds to local recreational trail associations;

WHEREAS, the Morrison County Auditor recommends approval of continued county sponsorship of the grant-in-aid trails;

BE IT THEREFORE RESOLVED THAT, the Morrison County Board of Commissioners approves the application and proposals of the Morrison County Recreational Trails Association and authorizes the County Auditor to act as fiscal agent and to sign all necessary forms and agreements to participate in the program for State Fiscal Year 2017.

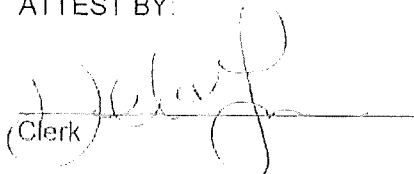
PASSED by majority vote of the Morrison County Board of Commissioners on this 9 day of May, 2017.



Mike Wilson
Chair

Morrison County Board of Commissioners

ATTEST BY:



Clerk

COUNTY/CLUB TRAIL AGREEMENT

The Agreement is made the 10 day of October, 2017, between Morrison County, hereinafter referred to as the County, and the Eastern Morrison County 4 Wheeler Club, hereinafter referred to as the Club.

Whereas, the County desires to establish recreational trails for the enjoyment of the public, and,

Whereas, the Club is a registered, nonprofit corporation, willing and able to help the County acquire, construct, and maintain such trails, and

Whereas, the State of Minnesota offers financial and technical assistance to the County for the construction of approved trails,

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The County shall apply to the State of Minnesota, Department of Natural Resources for financial and technical assistance in accordance with the laws, rules, and regulations governing such assistance.
2. The Club shall acquire the necessary interests in land, construct trails, provide adequate trail maintenance, keep the trails safe for public use, and provide trail modifications as may be required by the State of Minnesota. The Club is solely responsible for the aforementioned obligations, and the parties agree that the County shall have no responsibility, duty or liability for those obligations. Any "work" in connection with the trails shall be in accordance with the terms and conditions of the Agreement between the State of Minnesota and the County, and the terms and conditions of that Agreement are incorporated by reference into this County/Club Trail Agreement and any subsequent contracts between the County and the Club, or between the parties hereto and others.
3. The Club shall defend, indemnify, and hold the County harmless from any and all claims brought by anyone arising out of the subject trails, including, but not limited to, claims arising out of the creation, construction, operation, maintenance, supervision, inspection, or use of the trails.
4. The Club shall purchase and maintain liability insurance naming the county as an insured, or additional named insured, in an amount at least equal to the maximum liability limits set forth in Minn. Stat. 466.04, Subd.1, par. 9., currently \$1,000,000 for any number of claims arising out of a single occurrence, and shall provide to the county on an annual basis, a Certificate of Insurance or other document demonstrating that such insurance is in effect.

5. The Club shall submit properly completed and executed certification forms to the County on a timely basis. The certifications must be accompanied by a signed affidavit and sufficiently detailed records to verify that the Club has met the significant benchmarks of "work" on the trails as set by the State. If the County is satisfied that the significant benchmarks of work have been met, it will submit a Request for Reimbursement to the Minnesota Department of Natural Resources. Money received from the State as the result of these requests for reimbursement will be disbursed to the Club.

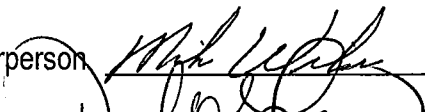
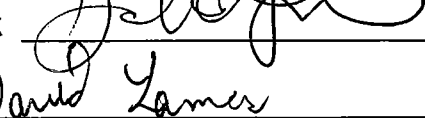
6. The Club shall maintain books, records, documents, and other evidence relevant to this grant and in such detail that will accurately reflect the benchmarks that have been reached in this program and that have received payment. The Club shall use generally accepted accounting principles and these records shall be retained for six years after this grant terminates. The State, the County its representative, or the legislative auditor shall have the right to examine this evidence and the Club shall make them available at all reasonable times during the retention period. Records shall be sufficient, as defined in the Manual to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this grant

7. The County shall not be liable for such costs incurred by the Club because State funds are depleted, reduced, or in any way modified. Costs incurred by the Club, which are not reimbursed by the State, shall be absorbed by the Club. In the event that a performance penalty is assessed against the County, by the State, such penalty will be passed through to the Club and shall be the Club's obligation until satisfied.

8. The Club will operate as an independent contractor, and neither the County nor the State of Minnesota shall have any responsibility or liability for worker's compensation, other employee benefits, or claims of negligence or other wrongdoing on the part of the Club brought by employees or third parties.

9. All trails built and/or maintained by the Eastern Morrison County 4 Wheeler Club and its member organizations shall be the subject of this Agreement and shall hereinafter be called the Morrison County Recreational Trails.

10. This agreement shall continue for an indefinite period of time and until terminated by either party upon 30 days written notice.

County Board Chairperson		Date	<u>10/10/17</u>
County Board Clerk		Date	<u>10/10/17</u>
Club President	<u>David Lamer</u>	Date	_____
Club Secretary	<u>Wanda Hennen</u>	Date	_____

RESOLUTION# 2017-068

RESOLUTION APPROVING COUNTY SPONSORSHIP
OF THE EASTERN MORRISON COUNTY 4 WHEELER CLUB

2018

WHEREAS, the Eastern Morrison County 4 Wheeler Club provides trails to meet Morrison County's recreation needs;

WHEREAS, the State of Minnesota offers funding of such trails through its GRANT-IN-AID TRAIL ASSISTANCE PROGRAM;

WHEREAS, the Morrison County Board of Commissioners acknowledges the sponsorship of this program as only a facilitator in providing state funds to local recreational trail associations;

WHEREAS, the Morrison County Auditor recommends approval of continued county sponsorship of the grant-in-aid trails;

BE IT THEREFORE RESOLVED **THAT**, the Morrison County Board of Commissioners approves the application and proposals of the Eastern Morrison County 4 Wheeler Club and authorizes the County Auditor to act as fiscal agent and to sign all necessary forms and agreements to participate in the program for State Fiscal Year 2018.

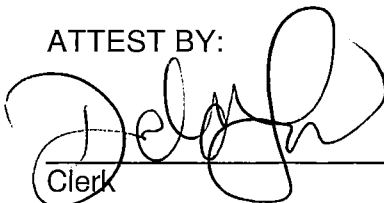
PASSED by majority vote of the Morrison County Board of Commissioners on this 10 day of October, 2017.



Mike Wilson
Chair

Morrison County Board of Commissioners

ATTEST BY:


Clerk

RESOLUTION # 2017-009
Certificate for Final Payment

Contract No. 1702

Project Name: New Maintenance Storage Building in Pierz, MN

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by Ameribuilt Buildings, Inc. of Waite Park, Minnesota under contract with Morrison County, made and entered into on May 4, 2017, relating to the furnishing of materials, and/or, the construction of the above named project has been completed.

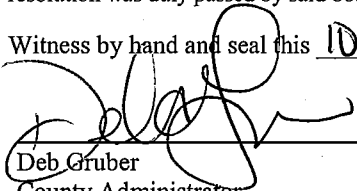
WHEREAS: The Morrison County Engineer recommends final acceptance of said Project.

NOW, THEREFORE, BE IT RESOLVED: The Morrison County Board of Commissioners do certify and hereby find the Contractor entitled to total compensation for said work according to the final estimate.

STATE OF MINNESOTA }
COUNTY OF MORRISON }

I, Deb Gruber, County Administrator, Morrison County, Minnesota hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office of Morrison County in Little Falls, Minnesota as stated in the minutes of the proceedings of said board at a meeting duly held on this 10 day of October, 2017, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness by hand and seal this 10 day of Oct, 2017


Deb Gruber
County Administrator

Commissioner	Yes	No	Abs	Mot	2nd
Jelinski	X			X	
Johnson	X				
Winscher	X				
Wilson	X				
LeMieur	X				X

EXHIBIT A

- 1.) The County Shall lease to Kasella – Parcel “A” which is described as that Part of Book 52 of Deeds, Page 56, lying 200’ PLUS OR MINUS (clear center pivot) southeasterly of 83rd Street, as traveled, shown on Survey by Kevin Festler. The term of the lease shall be 30 years, commencing January 2018, and shall be non-cancellable. Lease is transferrable: land only used for crop farming.
- 2.) Kasella shall deed to the County that part of Document No. 258966 lying within 200’ of 83rd Street, as shown on survey by Festler, (Parcel B) subject to an easement for ingress and egress over and across an existing field road.
- 3.) Kasella shall have a revocable license to farm that part of Book 52 of Deeds, Page 56, retained by the County, and that part of Document No. 258966 deeded to the County. This license may be revoked by the County at such time as the County may decide, but Kasella shall have the right to complete the crop year if revoked between May and October.
- 4.) As prepaid rent, Kasella shall pay the County the sum of \$6,750.00 paid at time lease is signed.
- 5.) The County is aware that a portion of Document No. 258966 has been used as a public dump and shall not require Kasella to mitigate the same.
- 6.) Settlement is subject to County Board Approval.

4. We agree that except as provided below, we will exchange mutual complete releases and stipulations of dismissals **with** prejudice and without costs or fees to any party.

No Exception

Dated: 10/2/17

The Parties:

Kevin Kowalla
Kevin Resella as Trustee
of the Kevin and Patricia
Harold & Virginia Frost

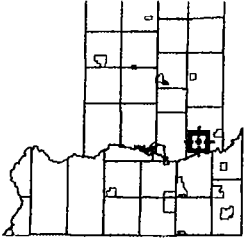
Marion County by
Reedy Winschen-County
Commissioner

Counsel:

BRUNER MORGAN
BY

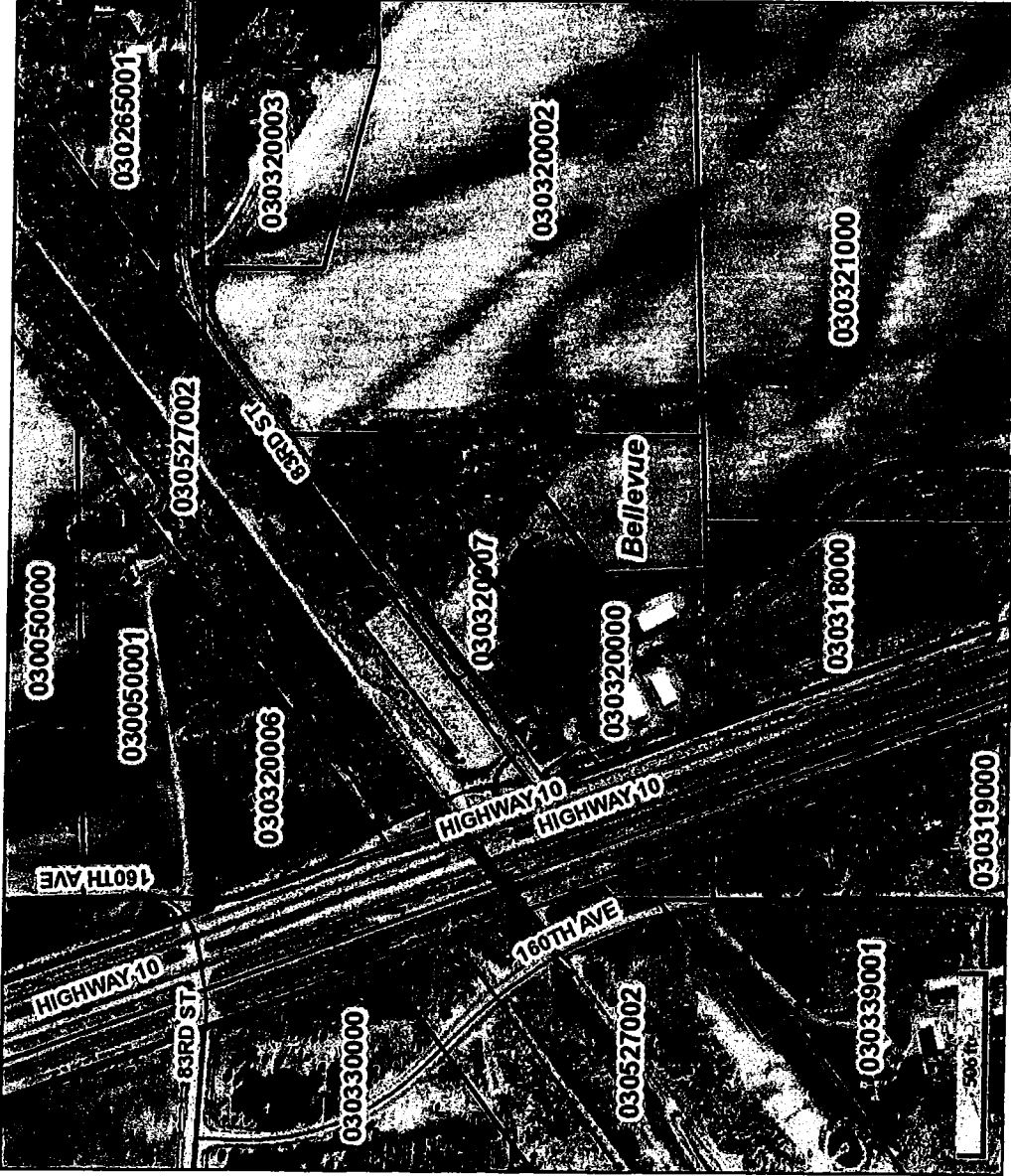
PHU

Overview



Legend

- Political Township
- Parcels
- Road Centerlines
- Streams
- <all other values>
- Protected Stream
- Protected Stream/County Ditch
- Original Path
- County Ditch



Parcel ID 030320007 Alternate ID n/a
 Sec/Twp/Rng 15/039/032 Class 5E-Exempt Properties
 Property Address Bellevue-School District 485
 District BELLEVUE-School District 485
 Brief Tax Description PT OF NW1/4 OF NW1/4 DESC AS: BEG 260 FT SELY OF CTRLN OF SOO LN RY AT PT 540 FT SWLY OF N LN OF SAID SEC 15 AS MEAS ALG CTRLN, SWLY PARL WITH & 260 FT SELY OF SAID CTRLN 500 FT, SELY AT RT ANGL 70 FT, NELY AT RT ANGL 200 FT, SELY AT RT ANGL 364 FT, NELY AT RT ANGL 300 FT, NWLY AT RT ANGL 434 FT TO BEG
 (Note: Not to be used on legal documents)

Owner Address MORRISON COUNTY
 213 1ST AVE SE
 LITTLE FALLS MN 56345

Disclaimer: The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. There are no warranties, expressed or implied, as to the appropriate use of the maps and data or the fitness for a particular purpose. The maps and associated data at this website do not represent a survey. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied.

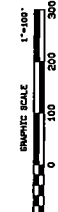
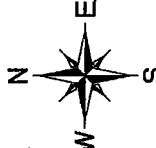
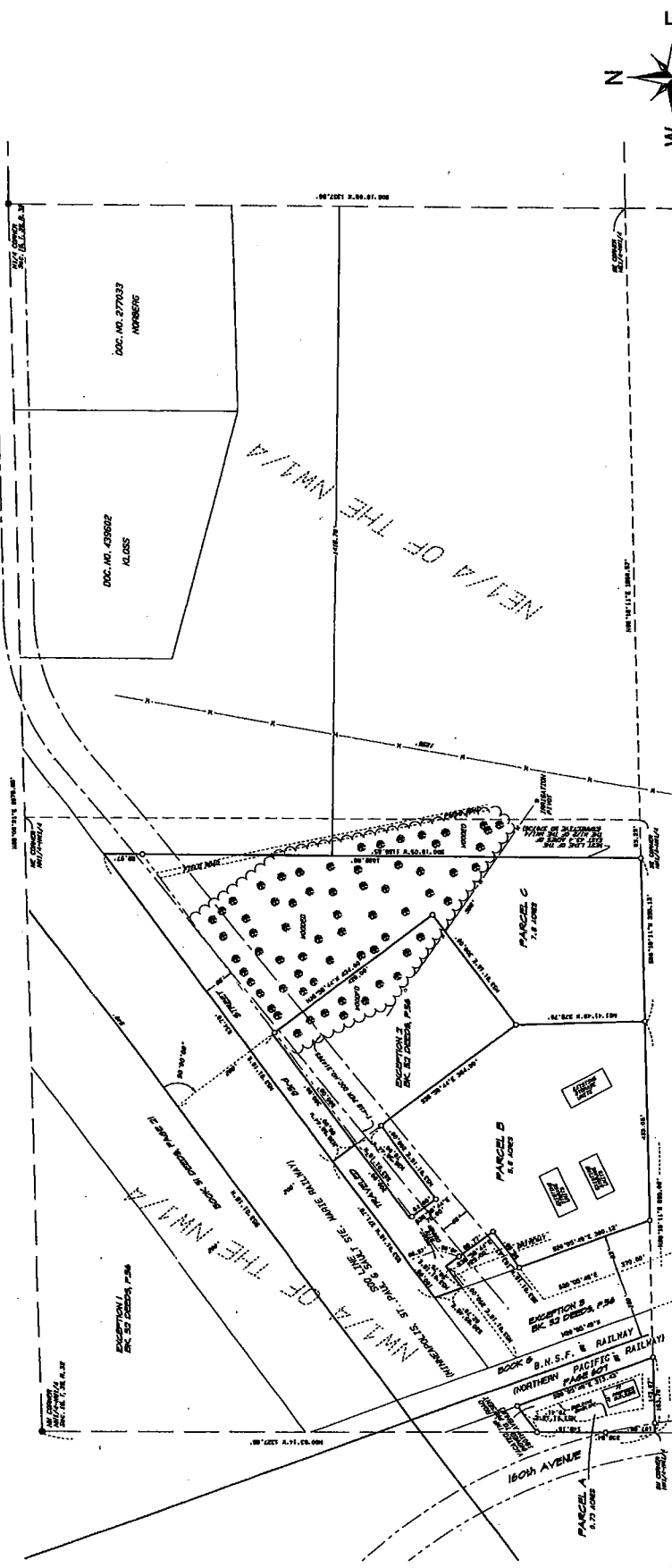
This imagery is displayed at a scale of 1 inch=9 inch pixel resolution, (9 inches on the ground is 1 pixel on your screen). In the areas of Pierz and the NWNE lakes, the image is 1 inch=4 inch pixel resolution and is the highest quality imagery on this site. These images were flown by Pictometry in the spring of 2013.

FESTLER LAND SURVEYING

1000 7TH ST. SE. MINNEAPOLIS, MINN. 55415

SURVEY FOR: DONALD LINDBERG

SECTION 45, TOWNSHIP 39, RANGE 32, HENRI COUNTY, MINNESOTA



PARCEL C:
 Part of the unincorporated Township of Section 16, Township 39, Range 32, Hennepin County, Minnesota, described as follows:
 The portion of the unincorporated Township of Section 16, Township 39, Range 32, Hennepin County, Minnesota, bounded on the north by the 160th Avenue, on the east by the Great Northern Railway, on the south by the Northern Pacific Railway, and on the west by the NEMA 1/2, and containing 1.8 acres, more or less.

PARCEL D:
 Part of the unincorporated Township of Section 16, Township 39, Range 32, Hennepin County, Minnesota, described as follows:
 The portion of the unincorporated Township of Section 16, Township 39, Range 32, Hennepin County, Minnesota, bounded on the north by the 160th Avenue, on the east by the Great Northern Railway, on the south by the Northern Pacific Railway, and on the west by the NEMA 1/2, and containing 2.4 acres, more or less.

PARCEL A:
 Part of the unincorporated Township of Section 16, Township 39, Range 32, Hennepin County, Minnesota, described as follows:
 A small portion of the unincorporated Township of Section 16, Township 39, Range 32, Hennepin County, Minnesota, bounded on the north by the 160th Avenue, on the east by the Great Northern Railway, and on the south by the Northern Pacific Railway, and containing 0.2 acres, more or less.

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 0 100 200 300
 INCHES TO FEET
 1"=100'

SECTION 16, TOWNSHIP 39, RANGE 32, HENNEPIN COUNTY, MINNESOTA

160TH AVENUE

NEMA 1/2 OF THE NW 1/4

NEMA 1/4 OF THE NW 1/4

BOOK 2, PAGE 11,100

NORTH PACIFIC RAILWAY
 GREAT NORTHERN RAILWAY

160th AVENUE

TO: THE MORRISON COUNTY BOARD OF COMMISSIONERS

We the council of the city of Genola, recommend the
(re) appointment of Larry Koef to the Rich Prairie Sewer
and Water District Board for a term of two years.

Signed Jimmy Heuleman Date 8-28-17

TO: THE MORRISON COUNTY BOARD OF COMMISSIONERS

We the council of the city of Pierz, recommend the
(re) appointment of Mark Eytan to the Rich Prairie Sewer
and Water District Board for a term of two years.

Signed Mike Mendon Date 9-25-17
Acting MAYOR

TO: THE MORRISON COUNTY BOARD OF COMMISSIONERS

We the council of the city of Pierz, recommend the
(re) appointment of DAVE FISCHER to the Rich Prairie Sewer
and Water District Board for a term of two years.

Signed Mike Menden Date 9-25-17
Acting MAYOR

TO: THE MORRISON COUNTY BOARD OF COMMISSIONERS

We the council of the city of Buckman, recommend the
(re) appointment of Greg Gargl to the Rich Prairie Sewer
and Water District Board for a term of two years.

Signed Bob Schum Date 9/7/17