MORRISON COUNTY BOARD OF COMMISSIONERS

OCTOBER 25, 2016 Page 1 of 3

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

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

Staff present: Deb Gruber, Tabitha Maher, Steve Backowski, Katy Kirchner, Shawn Larsen, Brad Vold, Deb Lowe, Nicole Kern, Jim Sczublewski, Cindy Nienaber, Dana Omann, Jason McDonald, Becky Moe.

Others present: Tyler Jensen, Mark Slupe, Mary Warner, Ron Wieber, Chuck Shiemo, Bob Koll, Cindy Kevern, Duane Welle, Camille Warzecha, Pat Quinn, Leota Lind, Scott Schnfman.

#### APPROVAL OF COUNTY BOARD MINUTES

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve the Morrison County Board of Commissioner Minutes for October 11, 2016.

#### AGENDA CHANGES

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

#### LAKE ALEXANDER LAKE IMPROVEMENT DISTRICT

Ron Wieber and Chuck Shiemo, representatives of the Lake Alexander Lake Improvement District, presented to the County Board their annual report. A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve the 2017 District Budget for the Lake Alexander Lake Improvement District with a levy of \$200.00 per parcel. The motion carried on a roll call vote with all the Commissioners voting 'aye''.

#### LAKE SHAMINEAU LAKE IMPROVEMENT DISTRICT

Bob Koll and Cindy Kevern, representatives of the Lake Shamineau Lake Improvement District, presented to the County Board their annual report. A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve the 2017 District Budget for the Lake Shamineau Lake Improvement District with a levy of \$61.00 per parcel plus an additional assessment of 35% for each commercial rental unit. The motion carried on a roll call vote with all the Commissioners voting 'aye".

#### HISTORICAL SOCIETY

Duane Welle, Board Member, Camille Warzecha, Vice President, Pat Quinn, Board Member, and Mary Warner, Executive Director, from the Morrison County Historical Society shared with the County Board how they continue to assist the county with the Comprehensive Plan and serve as a library for geographical non-circulating materials.

#### SOUTH COUNTRY HEALTH ALLIANCE

Leota Lind, Chief Executive Officer, and Scott Schnfman, Chief Financial Officer, discussed with the County Board memberships, partnerships, initiatives and grants. They also gave an update on the Apple Tree Dental Program and how it has and will continue to impact Morrison County.

The County Board recessed at 10:20 a.m. and reconvened at 10:28 a.m.

#### SOCIAL SERVICES REPORT

Brad Vold, Social Services Director, and Jim Sczublewski, Fiscal Supervisor, provided information on the 2015 cost report identifying the economic impact to Morrison County of the programs administered by Social Services and Public Health.

MORRISON COUNTY BOARD OF COMMISSIONERS

#### OCTOBER 25, 2016 Page 2 of 3

Brad Vold, Social Services Director, and Nicole Kern, Community Corrections Director, discussed with the County Board the possibility of hiring a one year temporary social worker to provide case management services to drug court participants and provide intake services at the clinic as pilot program.

A motion was made by Commissioner Johnson, seconded by Commissioner Maurer and carried unanimously to request approval to sign the Adult Mental Grant contract between Morrison County and MN Department of Human Services. Contract is for two years in the amount of \$659,484.

#### SHERIFF'S REPORT

Shawn Larsen, Morrison County Sheriff, and Jason McDonald, Central Minnesota Violent Offenders Task Force Member, discussed with the County Board narcotic movement nationwide, its effects on Morrison County, and the various ways the task force is combatting the problem.

#### EXTENSION REPORT

Becky Moe, 4-H Program Coordinator, presented the County Report for the month of September 2016 and reported various events that have and will be taking place in the upcoming months.

#### AUDITOR'S REPORT

A motion was made by Commissioner Jelinski, seconded by Commissioner Johnson and carried unanimously to approve the following exempt permits: Ramey Morrill Lions to have a bingo and raffle on November 13, 2016 at the St. Joseph Parish Hall in Morrill, and NWTF Morrison County Wild Gobblers to hold a raffle on February 3, 2017 at the Falls Ballroom.

A motion was made by Commissioner Jelinski, seconded by Commissioner Johnson and carried unanimously to approve a raffle permit to the Duelm Area Lions Club to hold a raffle on December 3, 2016 at the grub and Pub.

#### COUNTY BOARD WARRANTS

A motion was made by Commissioner Johnson and seconded by Commissioner Maurer 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 11, 2016 be approved for payment:

	· · · · · · · · · · · · · · · · · · ·
REVENUE	\$ 97,246.31
PUBLIC WORKS	\$ 53,715.57
SOCIAL SERVICE	\$ 218, 448.09
SOLID WASTE	\$ 16,084.87
PARKS	\$ 70.47
LOČAL COLLABORTIVE	\$ 1228.89
BUILDING FUND	\$ 500.00
TOTAL	\$ 387,294.70
MEALS	\$ 60.70
CREDIT CARDS	\$ 8641.93
• • · · · · · · · · · · · · · · · · · ·	

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

# MORRISON COUNTY BOARD OF COMMISSIONERS

**OCTOBER 25, 2016** Page 3 of 3

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

#### **PUBLIC WORKS REPORT**

A motion was made by Commissioner Maurer, seconded by Commissioner Wilson to approve Certificate of Final Payment -Contract No. 264, 266, and 267. Resolution#2016-077 through Resolution#2016-095. Motion carried on a roll call vote with all Commissioners voting "aye".

#### 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 Maurer and carried unanimously to adjourn the meeting at 11:28 p.m.

Winscher Chairman Randy H.

Deb Gruber, Clerk to the County Board

DATE: 10 /

# MORRISON COUNTY BOARD OF COMMISSIONERS COUNTY BOARD MEETING

#### PLEASE SIGN IN

NAME

Leota Lind Mary Warner Mark Slype Scott Schnfman

Lindy Kevern Xo

ADDRESS/REPRESENTING

South Country monrison Co. Hist. Soc. GRT South Country Lake Shaminean LID 10 1 0 11

LR. Alexander

Lake Alexander Lake Improvement District Ron Wieber P.O. Box 5 Randall, MN 56475

e.

Lake Alexander LID	Projected Budget for	<u>r 2017</u>	July 9, 2016
Projected ending bank balance 2017 Projected Revenues	ce on 12/31/16		\$122,966.36
$465 \rightarrow 460$ Property Owners	LID assessment \$200	\$92,00	0 (same as 2015, 2016)
DNR Grant		2,500	reduced from \$3k
Bank interest paid to a 2017 Projected		<u>150</u>	94,650.00
2017 Projected Expenses	<b>,</b>		
Administrative Budge	t	500	
Invasive Weeds & Bo	gs	100,00	0
Insurance		2,000	
Legal Notices		400	
Membership/web host	ing	300	
Miscellaneous		200	
Postal Services (box re 2017 Projected	Expenses	100	<103,500>
Anticipated bank balance as	of EOY 2017		114,116.36

Lake Alexander Lake Improvement District Ron Wieber P.O. Box 5 Randall, MN 56475

÷

Lake Alexander LID	<u>Treasurer's R</u>	<u>lepor</u> t	July 9, 2016
January 1, 2016 checking acc	count balance		\$ 128,426.94
REVENUE:			
January interest paid to acct.	16.51		
2015 Morrison tax settlemen	t 1,921.50		
February interest paid to acc	t. 15.36		
March interest paid to acct.	16.40		
April interest paid to acct.	15.86		
May interest paid to acct.	16.38		
June interest paid to acct.	15.61		
2016 Morrison tax settlemen	<u>it 49,208.30</u>	<b>A C1 AAC AA</b>	<u>ቀ 170 (ደጎ ፀር</u>
		\$ 51,225.92	\$ 179,652.86
EXPENSES:	,		
MN Lakes & Rivers Assoc.	10.00		
MCIT insurance	1,684.00		
USPO Box Rent	50.00		•
ECM legal ad 150' setback	121.80		Acres
ECM legal ad annual meetir		- 0	Acre>
Lake Shamineau Associate	10.00	$q \leq$	E ·
<ul> <li>Action Dock – small bog</li> </ul>	150.00	and the second se	
<u>LRI – curly leaf pondweed</u>	51,638.90	ለ <b>ደኅ ደብረ ድ</b> ቡ	• 1 <b>72</b> 977 <b>7</b> 7
		<\$ 53,780.50	>\$ 125,866.36
Current bank balance on '	7/9/16		\$ 125,866.36
2016 Tentative Obligations	:		11
Invasive Species Co	ntrol – in 2015	26,121.58	milfoil 125.9 acres
Bog Budget		22,239.52	balance \$100k bog & weed
Administrative		500	
Insurance MCIT		2,000	
Legal Notices		100	
Membership/web ho	st	300	
<u>Miscellaneous</u>		<u>_738.90</u>	
Total Tentative Obli	gations	<52,000>	
2016 Tentative Receipts:			,
460 Property Owner	rs @\$100	46,000	2 <sup>nd</sup> 1/2 of 2016 Tax Settlement
\$ 11 G99 - DNR Grant		3,000	65% DNR reduction from '15
(TCIII Additional bank inte		<u>100</u>	
Total Tentative Reco	eipts	49,100	\$122,966.36
Projected ending bank bald	ance on 12/31/1	6	\$122,966.36

10/25/16 -> # 117,207,28

es 16<sup>27</sup>3APR og & weed \$ 11,937

September 13, 2016

To: Morrison County Commissioners

From: Lake Shamineau Lake Improvement District (LSLID), Bob Koll, Chairman

Budget 2016

This revised budget is based on assessment income of \$10,570 which represents an income short fall due to fewer than anticipated assessable parcel owners and an unexpected grant from Morrison County which will pay certain LSLID costs.

	Initial Budget (367 parcels)	Revised Budget (302 parcels)
EWM Control	\$ 4000.00	\$ 8,105.00
Aquatic Vegetation Survey	\$ 2,500.00	0-
MC. Grant		
High Water/No Outlet (Environmental Engine	ering \$ 1,000.00	0-
study of watershed inflow and outflow conc	litions)	
Water Quality Monitoring	\$ 800.00	\$ 300.00
Public Access Cooperative Projects	\$2,000.00	0-
MC Grant		
Liability Insurance	\$1,500.00	\$ 999.00
Administrative Expenses	\$ 500.00	\$ 500.00
Wetlands Condition Study	\$ 545.00	0-
(See HW/No Outlet-Above)		
Total Expenses	\$ 12,845.00	\$9,904.00
Proposed Net	(\$ 2,275.00)	\$ 666.00

\*The revised estimate leaves \$666.00 in reserves rather than a net operating loss. The \$2,000.00 loan repayment to the SLA is deferred to 2017. (The Revised Budget was created because of the loss of 60 parcel charges due to property owners forming Trusts or changing multiple parcels to one owner's name.)

Income (2016)	YTD
Cash	
Loan proceeds from SLA	\$ 2,000.00
Morrison County Assessment (\$10,570.00) - first half	5,495.35
Total Income	\$ 7,495.35
Expenses	
Bank fee (check printing)	31.67
MN Counties Intergovernmental Trust-MCIT (insurance)	999.00
Morrison County (mailing labels for annual meeting)	27.00
MN Secretary of State	70.00
Waterfront Restoration (first pull)	3,040.00
Waterfront Restoration (second pull)	2,565.00
Shamineau Acres Resort (2 day pontoon rental)	358.03
Postage (notice of annual meeting)	108.80
Staples World (annual meeting postcard)	70.23

ECM Publishers (public notice announcement)	81.20
Total Expenses	\$7,350.93
Net	\$,144.42

Our Projects and Budget for 2017 will be financed by an assessment imposed upon each parcel of an owner. In addition each commercial owner will be assessed 35% of the riparian parcel rate for each of their rental units.

Proposed Budget-2017

Expenses	2016	2017
AIS Control of EWM	\$ 4,000.00	\$ 8,000.00
(Revised estimate for 2016 with 3rd pull = \$ 8,105.00)		
Aquatic Vegetation Survey	\$ 2,500.00	\$ 2,500.00
*High Water/ No Outlet (Environmental Engineering Study of	\$ 1,000.00	\$ 10,000.00
watershed, wetlands, creeks and lake elevations, including		
recommendations for water level control.) Ken Zeik estimates		
a \$10- \$15,000.00 cost.		
Water Quality Monitoring	\$800.00	\$ 800.00
Public Access Cooperative Projects	\$ 2,000.00	-0-
Liability Insurance	\$ 1,500.00	\$ 1,100.00
Administrative Expenses	\$ 500.00	\$ 600.00
Wetland Condition Study (See above-HighWater/No Outlet Study)	\$545.00	-0-
Loan Repayment (SLA)	-0-	\$ 2,000.00
Floating Bog Mitigation	-0-	\$ 500.00
Reserves	-0-	\$ 2000.00
Total Proposed Expenses (Approved unanimously-Annual Meeting)	\$ 12,845.00	\$ 27,500.00

Budget Note: Each riparian owner will be assessed \$61.00 for each parcel owned with the new methodology. Under the previous plan each owner would be assesses \$91.00 no matter how many parcels owned. Additionally, each commercial owner will pay 35% of \$61.00 or \$21.35 for each rental unit with the new methodology. The commercial owners may choose to absorb this service charge or pass it on to their renters/users to contribute to the LSLID expenses to care for and restore the lake. \*Because our lake level is continuing to rise causing damage to shoreline, habitat, cabins, homes and other structures our property owners consider controlling rising water our first priority.

Bob Koll Lake Shamineau Lake Improvement District, Chairman 218-296-2933

# State of Minnesota Department of Human Services County Grant Contract

### RECITALS

THIS GRANT CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services, Mental Health Division (hereinafter STATE) and the county of <u>Morrison</u>, address <u>213 1<sup>st</sup> Avenue SE, Little Falls, MN 56345</u> (hereinafter COUNTY), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the "Minnesota Comprehensive Adult Mental Health Act") is empowered to enter into grant contracts to create and ensure a unified, accountable, comprehensive adult mental health system, and

WHEREAS pursuant to the Minnesota Comprehensive Adult Mental Health Act, County and State will collaborate to provide supports and services that:

- (1) recognize the right of adults with mental illness to control their own lives as fully as possible;
- (2) promote the independence and safety of adults with mental illness;
- (3) reduce chronicity of mental illness;
- (4) eliminate abuse of adults with mental illness;
- (5) provide services designed to:

(i) increase the level of functioning of adults with mental illness or restore them to a previously held higher level of functioning;

- (ii) stabilize adults with mental illness;
- (iii) prevent the development and deepening of mental illness;
- (iv) support and assist adults in resolving mental health problems that impede their functioning;
- (v) promote higher and more satisfying levels of emotional functioning; and
- (vi) promote sound mental health; and

(6) provide a quality of service that is effective, efficient, appropriate, and consistent with contemporary professional standards in the field of mental health.

NOW, THEREFORE, it is agreed:

### 1. COUNTY'S RESPONSIBILITIES. COUNTY shall:

- 1.1 Work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act by performing the tasks and duties described in County's Approved Mental Health Plan, hereby incorporated as Attachment A (Parts 1, 2, 5) to this grant contract.
- 1.2 Ensure all revenue received by COUNTY, it's contracted, or subcontracted providers shall be managed according to Minnesota Rules chapter 9535.1740, subp.3.

1.3 Have written policy and procedures governing their accounting and operational procedures.

1.4 Ensure that all contracts entered into under this agreement are written to comply with Minn. Stat. 245.466, subd. 3, and 256.0112.

1.5 Have a transition plan that complies with Minn. Stat. 245.466 subd. 3a.

1.6 Include persons with mental illness and tribal organizations of the county/region in the development, implementation, and evaluation of all Adult Mental Health Plans.

1.7 Ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. 245.4661.

1.8 Ensure that Community Support Plan services are planned and administered according to Minn. Stat. 245.4712, subd. 1.

1.9 Ensure their contracted providers bill eligible insurance before accessing Adult Mental Health grant funding.

1.10 Complete all required data reporting and ensure their contracted providers are completing all required data reporting.

# **2. CONSIDERATION AND TERMS OF PAYMENT.**

**2.1 Consideration.** Consideration for all services performed and goods or materials supplied by COUNTY pursuant to this grant contract shall be paid by the STATE as follows:

(a.) Compensation. COUNTY will be paid in accordance with Attachment B (Grant Application Summary), "Budget" to this grant contract. For the first year of the grant contract, STATE will not compensate COUNTY for any expenses in excess of the total first year budget amount. COUNTY's expenses are determined on a cash basis which recognizes the expense when it is paid by the COUNTY.

All expenditures must be for services, or items necessary for the delivery of those services. "Capital" purchases are prohibited. Exceptions to the prohibition of capital purchases may be granted, in writing, on a case-by-case basis.

Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds \$10,000 and is 1) land, buildings (facilities), equipment, and intellectual

property (including software) whether acquired by purchase, construction, manufacture, leasepurchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations of the items listed above that materially increase their value or useful life (not ordinary repairs and maintenance).

The COUNTY must seek permission from the STATE, using a Budget Revision Form, of a significant change in a BRASS code expenditure. A significant change is defined as a 50% deviation of any BRASS code expenditure on the Budget in Attachment B.

(b.) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by COUNTY'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. COUNTY shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

(c.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to COUNTY shall not exceed\_six hundred fifty nine thousand, four hundred night four dollars (\$\_659,494).

(d.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

#### 2.2. Terms of Payment

(a.) Compensation shall be one cash advance in an amount determined by the STATE which is equal to one quarter's anticipated expenditures followed by quarterly cost reimbursement based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets.

If actual expenditures of the COUNTY are less than provided in the approved program line item budget at the end of the grant contract's term, the STATE shall reduce the final payment so as not to exceed expenditures. COUNTY will not be eligible for an advance more often than once every two years.

(b.) County requires an advance because County is paid on a quarterly basis under this grant contract. County does not have sufficient reserves to cover costs that it incurs during that time frame.

(c.) Payments shall be made by the STATE promptly after COUNTY'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause 7. Invoices shall be submitted using the DHS-2895 Form process, as described in the most recent bulletin of the DHS Summarizes Mental Health Grant Fiscal Reporting Requirements bulletin and Changes to DHS BRASS Manual for Calendar Years 2016-2017. Expenditures shall be reported on the quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895). The COUNTY must use the DHS-2895 form specific to their grant. Invoice submission through the 2895 process shall act as a certification by the County that the expenses reported are allowable.

**3. CONDITIONS OF PAYMENT.** All services provided by COUNTY pursuant to this grant contract shall be performed to the reasonable satisfaction of the STATE, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

**4. PAYMENT RECOUPMENT.** The COUNTY must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant contract any amounts paid by the STATE, under this or any previous grant contract, for which invoices and progress reports have not been received, or for which the COUNTY'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform grant services and in accordance with Minn. Stat. 245.483.

**5. TERMS OF GRANT CONTRACT.** This grant contract shall be effective on January 1, 2017, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through <u>December 31, 2018</u>, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. COUNTY understands that NO work should begin under this grant contract until ALL required signatures have been obtained. STATE will notify COUNTY when all required signatures have been obtained. The COUNTY shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; and 17. Jurisdiction and Venue.

# 6. CANCELLATION.

**6.1. For Cause or Convenience.** This grant contract may be cancelled by the STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the COUNTY has breached a material term of the grant contract, or when COUNTY'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

**6.2. Insufficient Funds.** The STATE may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to the COUNTY. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the COUNTY 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 grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE

must provide the COUNTY notice of the lack of funding within fifteen (15) days of the STATE's receiving that notice.

**6.3. Breach.** Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant contract by COUNTY, STATE shall provide COUNTY written notice of the breach and thirty (30) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If COUNTY has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

# 7. AUTHORIZED REPRESENTATIVES and RESPONSIBLE AUTHORITY.

**7.1. State.** The STATE'S authorized representative for the purposes of administration of this grant contract is <u>Gary Travis</u> or his/her successor. Such representative, acting on behalf of the STATE, shall have final authority for acceptance of COUNTY'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2. All notices required under this grant contract shall be made to the Authorized Representative. If the STATE's Authorized Representative changes at any time during this grant contract, STATE will notify COUNTY in a reasonable amount of time.

**7.2. County.** The COUNTY's Authorized Representative is <u>Brad Vold</u> or his/her successor. If the COUNTY's Authorized Representative changes at any time during this grant contract, the COUNTY must immediately notify the STATE. All notices required under this grant contract shall be made to the Authorized Representative.

**8. ASSIGNMENT.** COUNTY will not assign, transfer or subcontract any rights or obligations under this grant contract without the prior written consent of the STATE, except to the extent a subcontract is explicitly listed in Attachment A, the Approved Mental Health Plan.

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

**10. LIABILITY.** To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

**11. STATE AUDITS.** Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

### **12. INFORMATION PRIVACY AND SECURITY.**

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to COUNTY under this grant contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant contract. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this grant contract. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, COUNTY will be responsible for its own compliance.

# **13. Intellectual Property Rights.**

**Definitions.** Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the grant contract. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the COUNTY, its employees, agents, or subcontractors, in the performance of this grant contract.

**Ownership.** The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the COUNTY upon request of STATE. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source. For clarity, COUNTY may maintain copies of records and Works and Documents it creates under this grant contract.

#### **Responsibilities.**

Assignment of Rights. Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the COUNTY, including its

employees and subcontractors, and are created and paid for under this grant contract, the COUNTY will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

**Filing and recording of ownership interests.** The COUNTY must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE'S ownership interest in the Works and Documents created and paid for under this grant contract. The COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

**Duty not to Infringe on intellectual property rights of others.** The COUNTY represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the COUNTY is liable for any and all claims or causes of action arising brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

**14. WORKERS' COMPENSATION.** The COUNTY certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

**15. VOTER REGISTRATION REQUIREMENT.** COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the COUNTY.

**16. OWNERSHIP OF EQUIPMENT.** The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

**17. JURISDICTION AND VENUE.** This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**18. WAIVER.** If either party fails to enforce any provision of this grant contract, that failure does not waive the provision or the party's right to enforce it.

**19. CONTRACT COMPLETE.** This grant contract, and its attachments, contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

### **20. OTHER PROVISIONS.**

20.1. COUNTY agrees that no religious based counseling shall take place under the auspices of this grant contract.

20.2. If the COUNTY has an independent audit, a copy of the audit shall be submitted to the STATE.

20.3. COUNTY must comply with all applicable requirements of the Open Meeting Law in Minnesota Statutes chapter 13D.

20.4. COUNTY must comply with, and ensure that its subcontractors comply with, the Minnesota Office of Grants Management policies, including specifically policies 08-06, 08-10, and 08-13.

20.5. Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 471.425, the COUNTY must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the COUNTY in good faith disputes the obligation. Standard payment period is defined in Minnesota Statutes, section 471.425, subdivision 2.

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

**APPROVED:** 

#### 3. STATE AGENCY

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been
encumbered as required by Minnesota Statutes,
chapter 16A and section 16C.05.

By (with delegated	
authority):	•
Title:	

Date:

Ву:\_\_\_\_\_

Date:\_\_\_\_\_

Grant No:\_\_\_\_\_

#### Distribution:

Agency - Original (fully executed) grant contract

County

2. COUNTY

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the County.

By:∠

Title: Meetor Date:

I certify that the signatories for the County have lawful authority, by virtue of the by-laws or a resolution, to bind the County to the terms of this grant contract.

(Attorney for County)

Ву:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

State Authorized Representative

.

# RESOLUTION # 2016-077-

Certificate for Final Payment

Contract No. <u>264</u> Project No. <u>SAP 049-613-004</u> Class of Work: <u>Bituminous Overlay</u> Location: CSAH 13 from CR 213 to MN 115

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by <u>Tri-City Paving, Inc.</u>, of <u>Little Falls</u>, <u>Minnesota</u> under contract with Morrison County, made and entered into on <u>March 11, 2016</u>, 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.

STATE OF MINNESOTA } COUNTY OF MORRISON }						
I, Deb Gruber, County Administrator, Morrison County, Minnesota resolution of the County Board of said County with the original reco in Little Falls, Minnesota as stated in the minutes of the proceedings , 2016, and that the same is a true and correct co	ord thereof on file in the solution of the sol	e Admir eting dul	nistratio y held c	n Office on this <b>Z</b>	of Morri S day o	son Coun f
resolution was duly passed by said board at said meeting.	Commissioner	Yes	No	Abs	Mot	2nd
Witness by handrand seal this 25 day of DCH, 2016	Jelinski	X				
	Johnson	X				
HOR )	Winscher	X				
Deb Gruber	Wilson					X
County Administrator	Maurer				X	

#### RESOLUTION # 2016-078-Certificate for Final Payment

Contract No. <u>264</u> Project No. <u>CP 049-611-2016</u> Class of Work: <u>Bituminous Thinlay</u> Location: CSAH 11 from CSAH 14 to US 10

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by <u>Tri-City Paving</u>, Inc. , of <u>Little Falls</u>, <u>Minnesota</u> under contract with Morrison County, made and entered into on <u>March 11, 2016</u>, 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.

STATE OF MINNESOTA } COUNTY OF MORRISON }						
I, Deb Gruber, County Administrator, Morrison County, Minnesota resolution of the County Board of said County with the original reco in Little Falls, Minnesota as stated in the minutes of the proceedings , 2010, and that the same is a true and correct co	ord thereof on file in the solution of the sol	ie Admii eting dul	nistratio y held o	n Office on this $2$	of Morri 5 day c	son Coun f
resolution was duly passed by said board at said meeting.	Commissioner	Yes	No	Abs	Mot	2nd
Witness by hand and seal this 25 day of 04 , 2010	Jelinski	X				
	Johnson	X				
Alan	Winscher	X				
Deb Grüber	Wilson					X
County Administrator	Maurer		[		X	

### RESOLUTION # 2DIU - 0-79 Certificate for Final Payment

Contract No. <u>264</u> Project No. <u>SAP 049-614-013</u> Class of Work: <u>Bituminous Thinlay</u> Location: CSAH 14 from Todd CSAH 14 to US 10

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by <u>Tri-City Paving, Inc.</u>, of <u>Little Falls</u>, <u>Minnesota</u> under contract with Morrison County, made and entered into on <u>March 11, 2016</u>, 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.

STATE OF MINNESOTA } COUNTY OF MORRISON }						
I, Deb Gruber, County Administrator, Morrison County, Minnesota resolution of the County Board of said County with the original rec in Little Falls, Minnesota as stated in the minutes of the proceeding , 20 10, and that the same is a true and correct c	ord thereof on file in the solution of said board at a me	he Admin eting dul	nistratio y held o	n Office on this <b>2</b>	of Morri <u>6</u> day o	son Coun f
resolution was duly passed by said board at said meeting.	Commissioner	Yes	No	Abs	Mot	2nd
Witness by hand and seal this $25$ day of $\Omega_{\pm}$ , 20	Jelinski	Х				
	Johnson	X				
	Winscher	$\lambda$				
Deb Gruber	Wilson					X
County Administrator	Maurer				X	

### RESOLUTION # 2016-099 Certificate for Final Payment

Contract No. <u>264</u> Project No. <u>SAP 049-620-005</u> Class of Work: <u>Bituminous Mill and Surfacing</u> Location: <u>CSAH 20 from US 10 to CSAH 3</u>

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by <u>Tri-City Paving</u>, Inc. , of <u>Little Falls</u>, <u>Minnesota</u> under contract with Morrison County, made and entered into on <u>March 11, 2016</u>, 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.

STATE OF MINNESOTA } COUNTY OF MORRISON }						
I, Deb Gruber, County Administrator, Morrison County, Minnesota resolution of the County Board of said County with the original rec in Little Falls, Minnesota as stated in the minutes of the proceeding 	ord thereof on file in th	ne Admir	istratio	n Office	of Morri	son Coun
resolution was duly passed by said board at said meeting.	Commissioner	Yes	No	Abs	Mot	2nd
Witness by hand and seal this $25$ day of $0+$ , $200$	Jelinski	X				
	Johnson	X				
1 Datim	Winscher	Х				
Deb Gruber	Wilson					$\left[ \right]$
County Administrator	Maurer				X	

# RESOLUTION # 2016-081

Certificate for Final Payment

Contract No. 264 Project No. <u>CP 049-620-007</u> Class of Work: Culvert Replacement and Liners Location: CSAH 20 from US 10 to CSAH 3

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by Tri-City Paving, Inc., of Little Falls, Minnesota under contract with Morrison County, made and entered into on March 11, 2016, 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.

STATE OF MINNESOTA } COUNTY OF MORRISON }						
I, Deb Gruber, County Administrator, Morrison County, Minnesota resolution of the County Board of said County with the original reco in Little Falls, Minnesota as stated in the minutes of the proceedings , 2010, and that the same is a true and correct co	ord thereof on file in the soft of said board at a meet	e Admir ting dul	nistratio y held c	n Office on this <b>2</b>	of Morris <b>S</b> _day o	son Cou f
resolution was duly passed by said board at said meeting.	Commissioner	Yes	No	Abs	Mot	2nd
Witness by hand and seal this $25$ day of $002$ , 20	Jelinski	X				
	Johnson	Х				
2 marson	Winscher	X				
(Deb Gruber	Wilson					X
County Administrator	Maurer				X	

# RESOLUTION # 2016 - Correctificate for Final Payment

Contract No. <u>264</u> Project No. <u>SAP 049-623-011</u> Class of Work: <u>Bituminous Thinlay and Culvert Liners</u> Location: CSAH 23 from MN 27 to Crow Wing CSAH 23

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by <u>Tri-City Paving, Inc.</u>, of <u>Little Falls</u>, <u>Minnesota</u> under contract with Morrison County, made and entered into on <u>March 11, 2016</u>, 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 25 day of , 20 0, 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. Commissioner Yes No Abs Mot 2nd Witness by hand and seal this 25 day of 124 ..., 2010 Jelinski X Johnson Winscher Wilson X Deb Gruber Maurer County Administrator

### RESOLUTION #2010-1883 Certificate for Final Payment

Contract No. <u>264</u> Project No. <u>SAP 049-643-016</u> Class of Work: <u>Bituminous Overlay</u> Location: <u>CSAH 43 from 177<sup>th</sup> Ave to CSAH 45</u>

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by <u>Tri-City Paving, Inc.</u>, of <u>Little Falls</u>, <u>Minnesota</u> under contract with Morrison County, made and entered into on <u>March 11, 2016</u>, 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 15 day of 14 minutes, 2010, 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.	Commissioner	Yes	No	Abs	Mot	2nd
Witness by hand and spal this 25 day of OCT. , 2010	Jelinski	X				
	Johnson	×				
LUQTAN /	Winscher	x				
Deb Gruber	Wilson					X
County Administrator	Maurer				X	

#### RESOLUTION # 2016-0974 Certificate for Final Payment

Contract No. <u>264</u> Project No. <u>SAP 049-645-012</u> Class of Work: <u>Culvert Replacements and Liners</u> Location: <u>CSAH 45 from MN 27 to Crow Wing CSAH 45</u>

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by <u>Tri-City Paving, Inc.</u>, of <u>Little Falls</u>, <u>Minnesota</u> under contract with Morrison County, made and entered into on <u>March 11, 2016</u>, 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.

STATE OF MINNESOTA } COUNTY OF MORRISON }						
I, Deb Gruber, County Administrator, Morrison County, Minnesota resolution of the County Board of said County with the original rec in Little Falls, Minnesota as stated in the minutes of the proceeding 	ord thereof on file in the soft said board at a me	te Admir eting dul	istratio y held c	n Office on this <b>2</b> 2	of Morri S day o	son County f
resolution was duly passed by said board at said meeting.	Commissioner	Yes	No	Abs	Mot	2nd
Witness by hand and seal this $25$ day of $0+$ , 20	Jelinski	1				
	Johnson	X				
$ \rangle$	Winscher	X				
Deb Gruber	Wilson					R
County Administrator	Maurer				X	

# RESOLUTION # 2016-085

Certificate for Final Payment

Contract No. <u>264</u> Project No. <u>CP 049-200-016</u> Class of Work: <u>Bituminous Overlay</u> Location: <u>CR 200 from US 10 to Holt Road</u>

**WHEREAS:** The County Board of Morrison County hereby recognizes that the work done by <u>Tri-City Paving, Inc.</u>, of <u>Little Falls</u>, <u>Minnesota</u> under contract with Morrison County, made and entered into on <u>March 11, 2016</u>, 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.

	STATE OF MINNESOTA } COUNTY OF MORRISON }						
	I, Deb Gruber, County Administrator, Morrison County, Minnesota resolution of the County Board of said County with the original reco in Little Falls, Minnesota as stated in the minutes of the proceedings 	ord thereof on file in the soft said board at a meet	e Admir eting dul	istratio y held c	n Office on this $2$	of Morri G day o	son County f
	resolution was duly passed by said board at said meeting.	Commissioner	Yes	No	Abs	Mot	2nd
	Witness by hand and seal this $\beta_{2}$ day of $04$ ., 2010	Jelinski	X				
A		Johnson	X				
		Winscher	×				
1	Deb Gruber	Wilson					X
ſ	County Administrator	Maurer				X	

# RESOLUTION #2016-086

Certificate for Final Payment

Contract No. 264 Project No. CP 049-210-016 Class of Work: Bituminous Overlay Location: CR 210 from CR 211 to CR 209

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by Tri-City Paving, Inc.\_, of \_\_Little Falls \_, Minnesota under contract with Morrison County, made and entered into on March 11, 2016, 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.

STATE OF MINNESOTA } COUNTY OF MORRISON }						
I, Deb Gruber, County Administrator, Morrison County, Minnesota resolution of the County Board of said County with the original rec in Little Falls, Minnesota as stated in the minutes of the proceeding , 2010, and that the same is a true and correct co	ord thereof on file in th s of said board at a mee	e Admir eting dul	nistratio y held c	n Office on this $2$	of Morri S day o	son Count of
resolution was duly passed by said board at said meeting.	Commissioner	Yes	No	Abs	Mot	2nd
Witness by hand and seal this 25 day of 00, 2010	Jelinski	X				
	Johnson	Х				
$1 \rightarrow 0 \rightarrow $	Winscher	X				
Deb Gruber	Wilson		:			X
County Administrator	Maurer				X	

# RESOLUTION # 2016-087-

Certificate for Final Payment

Contract No. 264 Project No. CP 049-211-016 Class of Work: **Bituminous** Overlay Location: CR 211 from US 10 to CSAH 13

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by Tri-City Paving, Inc., of Little Falls, Minnesota under contract with Morrison County, made and entered into on <u>March 11, 2016</u>, 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.

STATE OF MINNESOTA } COUNTY OF MORRISON }						
I, Deb Gruber, County Administrator, Morrison County, Minnesotr resolution of the County Board of said County with the original rec in Little Falls, Minnesota as stated in the minutes of the proceeding , 2012, and that the same is a true and correct of	ord thereof on file in the s of said board at a meet	e Admir eting dul	nistratio y held c	n Office on this $2$	of Morri 9 day o	son Cour of
resolution was duly passed by said board at said meeting.	Commissioner	Yes	No	Abs	Mot	2nd
Witness by hand and seal this $25$ day of $0$ ( $+$ , 20 ( $0$	Jelinski	X				
	Johnson	$\star$				
	Winscher	X				
Deb Gruber	Wilson					X
County Administrator	Maurer				X	

### RESOLUTION # 2016-088 Certificate for Final Payment

Contract No. <u>264</u> Project No. <u>CP 049-222-015</u> Class of Work: <u>Bituminous Reclamation and Surfacing</u> Location: CR 222 from CSAH 12 to MN 27

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by <u>Tri-City Paving, Inc.</u>, of <u>Little Falls</u>, <u>Minnesota</u> under contract with Morrison County, made and entered into on <u>March 11, 2016</u>, 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.

STATE OF MINNESOTA } COUNTY OF MORRISON }						
I, Deb Gruber, County Administrator, Morrison County, Minnesota resolution of the County Board of said County with the original rec in Little Falls, Minnesota as stated in the minutes of the proceeding , 20[(\overline{o}_, and that the same is a true and correct co	ord thereof on file in the s of said board at a meet	e Admir ting dul	nistratio y held c	n Office on this $2$	of Morri day c	son Count f
resolution was duly passed by said board at said meeting.	Commissioner	Yes	No	Abs	Mot	2nd
Witness by hand another this $25$ day of $000$ , 20 10	Jelinski	Х				
	Johnson	×				:
() Watal	Winscher	$\times$				
DebGruber	Wilson					$\checkmark$
County Administrator	Maurer				K	

### RESOLUTION # 2016-089 Certificate for Final Payment

Contract No. <u>264</u> Project No. <u>CP 049-261-015</u> Class of Work: <u>Bituminous Milling and Surfacing</u> Location: CR 261 from CSAH 43 to CSAH 46

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by <u>Tri-City Paving, Inc.</u>, of <u>Little Falls</u>, <u>Minnesota</u> under contract with Morrison County, made and entered into on <u>March 11, 2016</u>, 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.

STATE OF MINNESOTA } COUNTY OF MORRISON }						
I, Deb Gruber, County Administrator, Morrison County, Minnesota resolution of the County Board of said County with the original reco in Little Falls, Minnesota as stated in the minutes of the proceedings , 2010_, and that the same is a true and correct co	ord thereof on file in the soft said board at a me	e Admir eting dul	istratio y held c	n Office on this <b>2</b>	of Morri S_day o	son County f
resolution was duly passed by said board at said meeting.	Commissioner	Yes	No	Abs	Mot	2nd
Witness by hand and seal this $25$ day of $04$ , $20 p $	Jelinski	X				
	Johnson	×				
I AR I	Winscher	X				
Deb Gruber	Wilson					X
County Administrator	Maurer				X	

### RESOLUTION # 20.0-090Certificate of Project Completion and Acceptance by County Board.

Contract No. <u>266</u> Project No. <u>CP 049-225-015</u> Class of Work: <u>Culvert Replacement</u> Location: <u>CR 225 over Meadow Creek</u>

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by <u>Marvin Tretter, Inc</u>, of <u>Pierz, Minnesota</u>, under contract with Morrison County, made and entered into on <u>June 7, 2016</u>, 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.

STATE OF MINNESOTA } COUNTY OF MORRISON }						
I, Deb Gruber, County Administrator, Morrison County, Minnesota resolution of the County Board of said County with the original rec County in Little Falls, Minnesota as stated in the minutes of the pro- 2016, and that the same is a true and correct co	cord thereof on file in the coefficient of the coef	ie Admir at a mee	nistratio ting du	n Office ly held o	of Morri n this <b>2</b> 9	son day of
resolution was duly passed by said board at said meeting.	Commissioner	Yes	No	Abs	Mot	2nd
Witness by hand and seal this 25 day of 124., 2016.	Jelinski	X				
	Johnson	X				
1 N. V. Mellow	Winscher	K				
Deb Gruber	Wilson					X
County Administrator	Maurer				X	

# RESOLUTION # 2016 - 091 Certificate of Project Completion and Acceptance by County Board.

Contract No. <u>266</u> Project No. <u>SAP 049-599-067</u> Class of Work: <u>Box Culvert Replacement</u> Location: <u>Lakin Twp 103<sup>rd</sup> St over Tibbetts Brook</u>

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by <u>Marvin Tretter, Inc</u>, of <u>Pierz, Minnesota</u>, under contract with Morrison County, made and entered into on <u>June 7, 2016</u>, 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.

cord thereof on file in the oceedings of said board	te Admir at a mee	istratio ting dul	n Office ly held o	of Morri n this	son _day of
Commissioner	Yes	No	Abs	Mot	2nd
Jelinski	Y				
Johnson	X				
Winscher	X				
Wilson					X
Maurer				X	
1	cord thereof on file in the oceedings of said board bo	cord thereof on file in the Admir occeedings of said board at a mee opy of said original record and of Commissioner Yes Jelinski Y Johnson X Winscher X Wilson	cord thereof on file in the Administratio         coceedings of said board at a meeting dul         opy of said original record and of the wh         Commissioner       Yes         Jelinski       Y         Johnson       X         Winscher       X         Wilson       Vilson	cord thereof on file in the Administration Office occeedings of said board at a meeting duly held or opy of said original record and of the whole there Commissioner Yes No Abs Jelinski Y Johnson X Winscher X Wilson	Jelinski     y       Johnson     ★       Winscher     ★       Wilson

# RESOLUTION # 2010 - 0°12

Certificate of Project Completion and Acceptance by County Board.

Contract No. <u>266</u> Project No. <u>93<sup>rd</sup> Street</u> Class of Work: <u>Bridge Replacement</u> Location: <u>Lakin Twp 93<sup>rd</sup> St over Tibbetts Brook</u>

(

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by <u>Marvin Tretter, Inc</u>, of <u>Pierz, Minnesota</u>, under contract with Morrison County, made and entered into on <u>June 7, 2016</u>, 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.

ord thereof on file in the	ie Admir at a mee	istratio ting du	n Office	of Morri n this <b>2</b> 9	son day of
Commissioner	Yes	No	Abs	Mot	2nd
Jelinski	X				
Johnson	X				
Winscher	X				
Wilson					1
Maurer				1	
	cord thereof on file in the ceedings of said board py of said original reco Commissioner Jelinski Johnson Winscher Wilson	eord thereof on file in the Admin becedings of said board at a mee py of said original record and of Commissioner Yes Jelinski & Johnson × Winscher × Wilson	cord thereof on file in the Administratio becedings of said board at a meeting du py of said original record and of the wh Commissioner Yes No Jelinski & Johnson ★ Winscher ★ Wilson	cord thereof on file in the Administration Office         bcceedings of said board at a meeting duly held of         py of said original record and of the whole there         Commissioner       Yes       No       Abs         Jelinski       ⊀	Jelinski     火       Johnson     ✓       Winscher     ✓       Wilson     ✓

# RESOLUTION # 2010-093

Certificate of Project Completion and Acceptance by County Board.

Contract No. <u>266</u> Project No. <u>SAP 049-623-015</u> Class of Work: <u>Bridge Replacement</u> Location: <u>CSAH 23 over Platte River</u>

**WHEREAS:** The County Board of Morrison County hereby recognizes that the work done by <u>Marvin Tretter, Inc</u>, of <u>Pierz</u>, <u>Minnesota</u>, under contract with Morrison County, made and entered into on <u>June 7, 2016</u>, 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.

certify that I ha eof on file in the s of said board a d original recor	e Admin at a meel	istration ting dul	n Office y held or	of Morri n this 25	son day of
ımissioner	Yes	No	Abs	Mot	2nd
lelinski	X				
ohnson	X				
Vinscher	X				
Wilson					X
Maurer				X	
	elinski ohnson inscher Vilson	elinski X phnson X inscher X Vilson			

# RESOLUTION # 2016 - 094Certificate of Project Completion and Acceptance by County Board.

Contract No. <u>266</u> Project No. <u>Lakeview Dr</u> Class of Work: <u>Culvert Liner and Shoreland Protection</u> Location: <u>Scandia Valley Twp Lakeview Road over Thoroughfare</u>

**WHEREAS:** The County Board of Morrison County hereby recognizes that the work done by <u>Marvin Tretter, Inc</u>, of <u>Pierz, Minnesota</u>, under contract with Morrison County, made and entered into on <u>June 7, 2016</u>, 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.

STATE OF MINNESOTA }						
COUNTY OF MORRISON }						
I, Deb Gruber, County Administrator, Morrison County, Minnesot resolution of the County Board of said County with the original re- County in Little Falls, Minnesota as stated in the minutes of the pro- 2016, and that the same is a true and correct co	cord thereof on file in the second thereof on file in the second se	ne Admin at a mee	nistratio ting du	n Office ly held o	of Morri n this <b>2</b> 4	son May of
resolution was duly passed by said board at said meeting.	Commissioner	Yes	No	Abs	Mot	2nd
Witness by hand and seal this $25$ day of $124$ , 2016.	Jelinski	X				
		1 7				
to A al to	Johnson	X				
Delation	Johnson Winscher	X X				
DebGruber	• •	× ×				X

### RESOLUTION # 2010-096 Certificate for Final Payment

Contract No. <u>267</u> Project No. <u>CP 049-244-016</u> Class of Work: <u>Box Culvert Replacement</u> Location: CR 244 over Ditch No. 21

WHEREAS: The County Board of Morrison County hereby recognizes that the work done by <u>Marvin Tretter, Inc.</u>, of <u>Pierz</u>, <u>Minnesota</u> under contract with Morrison County, made and entered into on <u>September 8, 2016</u>, 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.

STATE OF MINNESOTA } COUNTY OF MORRISON }						
I, Deb Gruber, County Administrator, Morrison County, Minnesota resolution of the County Board of said County with the original rec in Little Falls, Minnesota as stated in the minutes of the proceeding UL, 20, and that the same is a true and correct co	ord thereof on file in the soft said board at a meet	e Admineting dul	nistratio v held c	n Office on this $2$	of Morri S day c	son Coun f
resolution was duly passed by said board at said meeting.	Commissioner	Yes	No	Abs	Mot	2nd
Witness by hand and seal this $25$ day of $0.4$ , 20 10	Jelinski	Х				
	Johnson	X				
+ degtin	Winscher	X				
Deb Gruber	Wilson					X
County Administrator	Maurer	[			ĸ	