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

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

Staff present: Deb Gruber, Brian Middendorf, Deb Lowe, Steve Backowski, Amy Kowalzek, Katy Kirchner, Shawn Larsen, Brad Vold, Tabitha Maher, Nicole Kern, Jason Worlie, Penny Pesta, Karla Nornberg, Becky Moe and Carmen Genske.

Others present: Benny Thoms-Warzecha, Rachael Buckallew, Karen Waddell, Pam Allord, Karrie Czech, Ardyss Borash, Margaret Howes, Samantha Keeville, Pat Boone, Steph Och, Julie Kapsch, Leota Lind, Sheila Funk, Carrie Tripp, and Kathy Gaalswyk.

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 April 12, 2016.

AGENDA CHANGES

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

PUBLIC HEARING: FEE SCHEDULE

A public hearing was conducted and no public comment was received.

A motion was made by Commissioner Maurer, seconded by Commissioner Wilson regarding the suggested changes for the Morrison County fee schedule for 2016. Motion carried on a roll call vote with all Commissioners voting "aye".

PROCLAMATIONS

A motion was made by Commissioner Johnson, seconded by Commissioner Maurer and carried unanimously to approve the month of April as Distraction Free Driving Month in Morrison County.

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve the month of April as Mental Health Awareness Month in Morrison County.

SOCIAL SERVICES REPORT

Penny Pesta, Social Services Supervisor and Karen Waddell, Co-Chair Mental Health Local Advisory Council, provided a report on the Adult Local Advisory Council on Mental Health in Morrison County.

SHERIFF'S REPORT

Shawn Larsen presented the Monthly Sheriff's Report for April 2016.

HANDS OF HOPE

Stephanie Och, Executive Director, and Julie Kapsch, Assistant Director, provided information on the various resources available through the Hands of Hope organization.

INITIATIVE FOUNDATION

Kathy Gaalswyk, President, and Carrie Tripp Vice President for External Relations, provided information on the Initiative Foundations various resources and projects throughout the Region, and thanked the Commissioners for their support.



APRIL 26, 2016 Page 2 of 4

SOUTH COUNTRY HEALTH ALLIANCE

Leota Lind, South Country Health Alliance's Chief Executive Officer, discussed with the Board current enrollment figures, legislative activity and other operational information on South Country Health Alliance.

The County Board Recessed at 10:32 a.m. and reconvened the meeting at 10:37 a.m.

PUBLIC HEALTH REPORT

Katy Kirchner and Pat Boone discussed an update on the National Joint Powers Alliance funding for preparedness training for Region 5 counties (Cass, Crow Wing, Morrison, Todd, Wadena) headed by Morrison county.

A motion was made by Commissioner Jelinski, seconded by Commissioner Johnson and carried unanimously to approve the agreement between Morrison Todd Wadena Community Health Board and Cass County Community Health Board to share staff on an interim and ongoing basis in the Nurse Family Partnership program.

A motion was made by Commissioner Johnson, seconded by Commissioner Wilson and carried unanimously to approve the agreement between Morrison Todd Wadena Community Health Board to share staff on an interim and ongoing basis for the completion of various projects.

A motion was made by Commissioner Wilson, seconded by Commissioner Johnson and carried unanimously to approve the agreement between Morrison Todd Wadena Community Health Board and Cass County Community Health Board to participate in the Nurse Family Partnership program together to provide family home visiting services to county residents.

A motion was made by Commissioner Maurer, seconded by Commissioner Jelinski and carried unanimously to approve Public Health to apply for Sober Truth on Preventing Underage Drinking Act Grant funding as fiscal host in partnership with the Pierz Area Coalition.

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve the following 2016 Establishment Licenses:

Seasonal Establishment Licenses:

Dist. 1

Ridge Rib & Steakhouse, Inc.

Little Falls

\$667.00

EXTENSION REPORT

Becky Moe, 4H Program Coordinator and Carmen Genske, Snap-Ed Educator, presented the County Report for the Month of April 2016 and reported on various events that will be taking place in the upcoming months.

AUDITOR/TREASURER'S REPORT

A motion was made by Commissioner Wilson, seconded by Commissioner Johnson and carried unanimously to approve the following permits:

Approve the County/Club Trail Agreement.

Pass the Resolution #2016-036 Approving County Sponsorship of the Morrison County Recreational Trails Association for the Sate Fiscal Year 2017.

COUNTY BOARD WARRANTS

A motion was made by Commissioner Johnson and seconded by Commissioner Jelinski to approve the following Resolution:



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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 April 26, 2016 be approved for payment:

REVENUE	\$ 99,186.69
PUBLIC WORKS	\$ 42,262.03
SOCIAL SERVICE	\$ 234,585.34
SOLID WASTE	\$ 7,487.32
PARKS FUND	\$ 1,937.26
BUILDING FUND	\$ 23,917.94
LOCAL COLLABORATIVE	\$ 5,574.16
TOTAL	\$ 419,950.74
MEALS	\$ 83.50

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

A motion was made by Commissioner Johnson, seconded by Commissioner Jelinski 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 Johnson, seconded by Commissioner Maurer and carried unanimously to approve Resolution #2016-030 designation of stop conditions for CR 222.

A motion was made by Commissioner Wilson, seconded by Commissioner Jelinski and carried unanimously to approve Resolution #2016-031 relating to parking restrictions on CSAH 54 in Royalton.

A motion was made by Commissioner Johnson, seconded by Commissioner Maurer and carried unanimously to approve Resolution #2016-032 Authorizing Engineering Services between Morrison County and Leigh Township for Replacement of Bridge No. L2911.

A motion was made by Commissioner Johnson, seconded by Commissioner Maurer and carried unanimously to approve Resolution #2016-033 Authorizing Engineering Services between Morrison County and Granite Township for Replacement of Bridge No. L2911.

A motion was made by Commissioner Johnson, seconded by Commissioner Maurer and carried unanimously to approve Resolution #2016-034 Authorizing Engineering Services Agreement for Replacement of Bridge No. L9942 between Morrison County and Lakin Township.

A motion was made by Commissioner Johnson, seconded by Commissioner Maurer and carried unanimously to approve Resolution #2016-035 Authorizing Engineering Services between Morrison County and Scandia Valley Township for Improvements to Lakeview Drive.

A motion was made by Commissioner Jelinski and seconded by Commissioner Wilson to transfer \$18,000 to the Royalton Safe Routes to School Project that was left over from the Federal highway bill. Motion carried on a roll call vote with all Commissioners voting "aye".

A motion was made by Commissioner Wilson and seconded by Commissioner Maurer to approve the purchase of a



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Pick up Broom not to exceed \$60,000. Motion carried on a roll call vote with all Commissioners voting "aye".

ADMINISTRATOR'S REPORT

A motion was made by Commissioner Johnson, seconded by Commissioner Maurer and carried unanimously to appoint Bill block to the HRA Board for District 5.

A motion was made by Commissioner Maurer, seconded by Commissioner Wilson and carried unanimously to appoint representatives to the Community Corrections Advisory Board.

A motion was made by Commissioner Johnson, seconded by Commissioner Maurer and carried unanimously to consider approval of the farm lease agreement for parcel #030320007 and #030320006.

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 12:08 p.m.

Randy H. Winseher, Chairman

Deb Gruber, Clerk to the County Board

DATE: 4/26/110

MORRISON COUNTY BOARD OF COMMISSIONERS COUNTY BOARD MEETING

PLEASE SIGN IN

NAME	ADDRESS/REPRESENTING
Leota Lind	South Country
Fam Allord	Drop in Center
adys Borash	Morrison County, Oakladge
mangares blue	Long in center
Kaven Waddell	MC Dropin LAC
Samanthe Keeville	Solutions Behavioral Healthcore
1 Carrier p	Instructive Forendation
- Harls	Distracted Driving
Tacky Saglowyt	Initiative to and the
Karrie Czech	Mclac
Sheila Lunk	LECHS
Benny Thoma-Warrecha	LFCHS
Jahrel Ruckallen	LFCHS
Karla Nomberg	MCSS
Stoph Och	HOHRC
Julie Kapsch	HOHRC

NOTICE OF PUBLIC HEARING NOTICE OF INTENT TO ENACT COUNTY FEE SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Commissioners of Morrison County will hold a public hearing on April 26th at 9:00 a.m. in the County Board Room at the Morrison County Government Center in Little Falls, MN, relating to the revision of the County Fee Schedule. A summary of the proposed changes are below and a complete schedule will be on file and available for public inspection at the office of the County Auditor/Treasurer at the Morrison County Government Center during regular office hours.

All interested persons may appear at the hearing and present their view orally or in writing. Summary:

		FINAL FEE	PROPOSED
	NOTES		FEE 2016
Sheriff			
911 Call Recording	Provided on CD		\$10.00
Case Management for Surrounding Cities: Pierz Randall	Per month Per month	\$75.00 \$75.00	\$200.00 \$200.00
Renewal Fee – Gun Permits to Carry	State Statute	\$80.00	\$75.00
Non-contracted security services	Per hour	\$45.00	\$60.00
Photos	Provided on CD	\$25.00	\$10.00
Non-contracted dispatch services	Per hour		\$40.00
Civil process paper services	Per person served	\$50.00	\$50.00
Notice of intent to redeem		\$100.00	\$100.00
Redemption of property	*includes a \$50 non-refundable fee	\$250.00	\$250.00
Sheriff sale	*Civil fees	\$50.00	\$50.00
Execution Commission	Per Statute	5%	4%

LOMA Research and Document Prep	New Fee		\$75.00
LATE FEE (public hearing)	Change in cost	*	\$250.00

Corrections: Offenders will be assessed a one-time supervision fee per sentencing date

Felony	\$400.00
Gross Misdemeanor	\$300.00
Misdemeanor	\$200.00
Supervised Release (less than one year of Supervision)*	\$200.00
Non Resident Supervision Fee**	\$200.00
Juvenile Supervised Probation	\$50.00
Juvenile Unsupervised Probation	\$25.00
Adult Urinalysis in Office	\$23.00

Publish April 10, 2016

Proclamation

Mental Health Awareness Month

May 2016

WHERE AS, mental illnesses are medical conditions that disrupt a person's thinking, feeling, mood, ability to relate to others and daily functioning. Just as diabetes is a disorder of the pancreas, mental illnesses are medical conditions that often result in a diminished capacity for coping with the ordinary demands of life; and

WHERE AS, mental illnesses can affect persons of any age, race, religion, or income. Mental illnesses are not the result of personal weakness, lack of character or poor upbringing; and

WHERE AS, Without treatment the consequences of mental illness for the individual and society are staggering: unemployment, substance abuse, homelessness, inappropriate incarceration or suicide; and

WHERE AS, stigma erodes confidence that mental disorders are real, treatable health conditions. We have allowed stigma and a now unwarranted sense of hopelessness to erect attitudinal, structural and financial barriers to effective treatment and recovery; and

WHERE AS, Early identification and treatment is of vital importance. By ensuring access to the treatment and recovery supports that are proven effective, recovery is accelerated and the further harm related to the course of illness is minimized; and

WHERE AS, mental illnesses are treatable with appropriate effective medication and a wide range of services tailored to their needs, most people who live with serious mental illnesses can significantly reduce the impact of their illness and find a satisfying measure of achievement and independence.

NOW, THEREFORE, we, the Commissioners of Morrison County do hereby proclaim the month of May, 2016 to be Mental Health Awareness Month in Morrison County and urge all citizens to work together to break the stigma of mental illness and provide our support to those suffering and recovering from mental illness.

Chairperson/Morrison County Board of Commissioners

)4-26-/E

Date

#2016-036

RESOLUTION APPROVING COUNTY SPONSORSHIP OF THE MORRISON COUNTY RECREATIONAL TRAILS ASSOCIATION 2017

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 2016.

PASSED by majority vote of the Morrison County Board of Commissioners

on this 20 day of 1000, 2016.

Randy H. Winscher

Chair

Morrison County Board of Commissioners

ATTEST BY

RESOLUTION # 2016 -030

DESIGNATION OF STOP CONDITIONS FOR CR 222

WHEREAS, County Road 222 (92nd Ave, 130th St, 100th Ave, 140th St., 95th Ave) between CSAH 12 (Cable Rd) in Sobieski and Trunk Highway 27 has previously been designated as a through route, and

WHEREAS, it has been made to appear to the satisfaction of the Morrison County Board of Commissioners, that for the safety of the traveling public, a through route be established along the following described roadway:

CR 222 (northbound)

Begin with its intersection with CSAH 12 / CR 222 and proceeding northerly to its intersection with 130th St and there stopped. Thence easterly 3/4 mile; thence northerly to its intersection with 140th St and there stopped. Thence west 1/2 mile; thence north to its intersection with State Highway 27 and there stopped.

CR 222 (southbound)

Begin with its intersection with State Highway 27 / CR 222 and proceeding southerly to its intersection with 140th St and there stopped. Thence easterly 1/2 mile; thence southerly to its intersection with 130th St and there stopped. Thence west 3/4 mile; thence south to its intersection with CSAH 12 and there stopped.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Morrison, State of Minnesota, that the County Engineer be authorized and instructed to install signs as indicated above and according to the Minnesota Manual of Uniform Traffic Control Devices.

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 210 day of 1, 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
Jelinski	K				
Johnson				X	
Winscher	Х				
Wilson	X				
Maurer					K

Witness by hand and seal this 210 day of 101

County Administrator

RESOLUTION # 2010-031.

RELATING TO PARKING RESTRICTIONS

CSAH 54 (South Hawthorn Street) from CSAH 26 (East Centre Street) to 50 feet south of Southeast 2nd Street in the City of Royalton Minnesota.

WHEREAS, the County of Morrison, Minnesota has constructed the above described street to accommodate parallel parking; and

WHEREAS, the Royalton School District is beginning the construction of a major expansion to their facilities adjacent to the above described segment of highway, and

WHEREAS, this expansion will bring preschool and kindergarten students to this facility, and

WHEREAS, the traffic counts on this segment of highway have nearly doubled since the 2006 traffic investigation, reflecting the greater use of the school facilities and residential development in the surrounding area, and

WHEREAS, to ensure the health and safety of the driving public and the local residents, parking restrictions are needed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Morrison, State of Minnesota, That the County Engineer be authorized and instructed to install "No Parking from 8 am to 4 pm" signs on CSAH 54 (South Hawthorn Street) from CSAH 26 (East Centre Street) to 50 feet south of Southeast 2nd Street in the City of Royalton Minnesota and according to the Minnesota Manual of Uniform Traffic Control Devices.

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 Palls, Minnesota as stated in the minutes of the proceedings of said board at a meeting duly held on this 200 day of 200 , 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
Jelinski					X
Johnson	I V				
Winscher	X				
Wilson				V	
Maurer	X				

Witness by hand and seal this 210 day of 1281.

Deb Gruber
County-Administrator

RESOLUTION \$ 2010 - 032

Authorizing Engineering Services Agreement Between Morrison County and Leigh Township For Replacement of Bridge No. L2911.

WHEREAS, Leigh Township is responsible for maintenance and construction of its Transportation Infrastructure; and

WHEREAS, Leigh Township works to implement Transportation Improvements; and

WHEREAS, Leigh Township wishes to work with Morrison County in replacing Bridge No. L2911; and

WHEREAS, Morrison County provides engineering services in support of projects that benefit Local Units of Government in Morrison County.

NOW THEREFORE BE IT RESOLVED, that the Morrison County Board of Commissioners authorize entering into an engineering agreement with Morrison County to replace Bridge No. L2911 and that the Chairman and Administrator are directed to sign said agreement.

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 26th day of April, 2016, 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 26th day of April, 2016

Deb Gruber

County Administrator

Commissioner
Yes
No
Abs
Mot
2nd

Jelinski
K
Image: Commission of the property of

Resolution

Authorizing Engineering Services Agreement for Replacement of Bridge No. L2911

WHEREAS: Leigh Township is responsible for the maintenance and construction of its Transportation Infrastructure: and

WHEREAS: Leigh Township works to implement Transportation Improvements: and

WHEREAS: It appears that it is in the best interest of Leigh Township to work with Morrison County in replacing Bridge No. L2911.

NOW THEREFORE, BE IT RESOLVED: That the Leigh Township Board of Supervisors authorize entering into the agreement with Morrison County to replace Bridge No. L2911 and the Chairman and Clerk are directed to sign said agreement.

Leigh Township Board Chairman

Date

Leigh Township Board Clerk

Data

SECTION B: CLAIMS

ITEM 1: The Township agrees to indemnify, save and holds harmless the County and all of it's agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the work and/or services provided for herein, and further agrees to defend at it's own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising as a result of the work and/or services to be performed hereunder.

ITEM 2: It is further agreed that any and all employees of the County and all other persons employed by the County in the performance of any work or services required or provided for herein shall not be considered employees of the Township and that any and all claims that may arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employee while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the work or services to be rendered herein shall in no way be the obligation or responsibility of the Township.

IN WITNESS WHEREOF: The parties have placed their signatures below intending to be bound thereby.

TOWNSHIP OF LEIGH

Chairperson: Sauf Heblu	Date:
Clerk: Wenay Futter	Date: <u>3/23//6</u>
COUNTY OF MORR Chairperson: Administrator:	ISON Date: <u>OY-JG/C</u> Date: <u>4/26/110</u>

COUNTY SEAL

RESOLUTION # 2010 - 033

Authorizing Engineering Services Agreement Between Morrison County and Granite Township for the Replacement of Bridge No. L2911.

WHEREAS, Granite Township is responsible for maintenance and construction of its Transportation Infrastructure; and

WHEREAS, Granite Township works to implement Transportation Improvements; and

WHEREAS, Granite Township wishes to work with Morrison County in replacing Bridge No. L2911; and

WHEREAS, Morrison County provides engineering services in support of projects that benefit Local Units of Government in Morrison County.

NOW THEREFORE BE IT RESOLVED, that the Morrison County Board of Commissioners authorize entering into an engineering agreement with Morrison County to replace Bridge No. L2911 and that the Chairman and Administrator are directed to sign said agreement.

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 26th day of April, 2016, 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 26th day of April, 2016

Deb Gruber

County-Administrator

 Commissioner
 Yes
 No
 Abs
 Mot
 2nd

 Jelinski
 X
 Image: Commission of the commis

Resolution

Authorizing Engineering Services Agreement for Replacement of Bridge No. L2911

WHEREAS: Granite Township is responsible for the maintenance and construction of its Transportation Infrastructure: and

WHEREAS: Granite Township works to implement Transportation Improvements: and

WHEREAS: It appears that it is in the best interest of Granite Township to work with Morrison County in replacing Bridge No. L2911.

NOW THEREFORE, BE IT RESOLVED: That the Granite Township Board of Supervisors authorize entering into the agreement with Morrison County to replace Bridge No. L2911 and the Chairman and Clerk are directed to sign said agreement.

Grapite Township Board Chairman

Date

Granite Township Board Clerk

Date

RESOLUTION # 20110 -03+

Authorizing Engineering Services Agreement for Replacement of Bridge No. L9942 Between

Morrison County and Lakin Township.

WHEREAS, Lakin Township is responsible for maintenance and construction of its Transportation Infrastructure; and

WHEREAS, Lakin Township works to implement Transportation Improvements; and

WHEREAS, Lakin Township wishes to work with Morrison County in replacing Bridge No. L9942; and

WHEREAS, Morrison County provides engineering services in support of projects that benefit Local Units of Government in Morrison County.

NOW THEREFORE BE IT RESOLVED, that the Morrison County Board of Commissioners authorize entering into an engineering agreement with Morrison County to replace Bridge No. L9942 and that Chairman and Administrator are directed to sign said agreement.

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 26th day of April 2016, 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 26th day of April, 2016

Deb Gruber

County Administrator

Commissioner	Yes	No	Abs	Mot	2nd
Jelinski	X_		·		
Johnson					\mathbb{V}
Winscher	X				
Wilson				LX_	
Maurer	X			,	

Resolution

Authorizing Engineering Services Agreement for Replacement of Bridge No. L9942

WHEREAS: Lakin Township is responsible for the maintenance and construction of its Transportation Infrastructure: and

WHEREAS: Lakin Township works to implement Transportation Improvements: and

WHEREAS: It appears that it is in the best interest of Lakin Township to work with Morrison County in replacing Bridge No. L9942.

NOW THEREFORE, BE IT RESOLVED: That the Lakin Township Board of Supervisors authorize entering into the agreement with Morrison County to replace Bridge No. L9942 and the Chairman and Clerk are directed to sign said agreement.

Lakin Township Board Chairman

Date

Lakin Township Board Clerk

Date

RESOLUTION \$2010-035

Authorizing Engineering Services Agreement Between Morrison County and Scandia Valley Township for Improvements to Lakeview Drive

WHEREAS, Scandia Valley Township is responsible for maintenance and construction of its Transportation Infrastructure; and

WHEREAS, Scandia Valley Township works to implement Transportation Improvements; and

WHEREAS, Scandia Valley Township wishes to work with Morrison County in making improvements to Lake View Drive; and

WHEREAS, Morrison County provides engineering services in support of projects that benefit Local Units of Government in Morrison County.

NOW THEREFORE BE IT RESOLVED, that the Morrison County Board of Commissioners authorize entering into an engineering agreement with Scandia Valley Township for improvements to Lake View Drive and that the Chairman and Administrator are directed to sign said agreement.

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 26th day of April, 2016, 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 26th day of April, 2016

Deb Gruber

County Administrator

FARM LEASE AGREEMENT

THIS AGREEMENT is made on 26th day of April, 2016, between **Morrison County**, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter called "Lessor" and **Duane D Doble** hereinafter called "Lessee."

Lessor hereby leases and rents to Lessee the tillable cropland in Morrison County Minnesota described as follows:

Parcel # 030320006

This lease includes 4.47 acres at a rate of \$35.00 per acre.

Lease begins April 26, 2016, and ends December 31, 2016.

In consideration of said Lease, Lessee hereby covenants and agrees with Lessors as follows, to-wit:

1. RENT PAYMENTS: Lessee shall pay Lessors rent for said land as follows:

Upon execution of the contract the Lessee shall submit payment to the Lessor for a total of \$156.45.

2. USE AND OPERATIONS: Lessee shall farm said land according to the best practices in the locality, and shall furnish all hired help, tools, implements and machinery necessary. Lessee shall control soil erosion as completely as practicable and shall use all reasonable precaution to prevent waste, damage, or injury to the property. Lessee shall keep down all weeds each year, and exercise diligence to prevent noxious weeds from going to seed on the premises, destroying the same, and keeping the weeds and grass cut or destroyed on the fields, roadside and fence rows.

Lessee shall not store, generate or treat hazardous wastes of substances of petroleum products upon the property. Lessee hereby agrees to indemnify, defend and hold Lessors harmless from any and all claims, demands, actions, causes of action, liabilities or rights which may be asserted against Lessors with respect to such substances, or products, it being understood and agreed that this obligation survive the term of this contract.

Lessee shall not, without the written consent of the Lessors, plow any permanent pasture or meadowlands, or cut any live trees. The parties agree that Lessee shall be responsible to complete all fall tillage, plowing, as normal farm practice on all tillable cropland acres in the fall of 2016.

- 3. ENTRY BY LESSORS: Lessors may enter upon said land at any time to inspect the same and to make such repairs or improvements as they shall deem necessary, and at all reasonable times, provided that the Lessors shall not damage crops or other property of the Lessee, and shall not interfere with the Lessee in carrying out regular farming operations.
- 4. INDEMNIFY AND HOLD HARMLESS: Lessee agrees to indemnify and hold Lessors, and the property of the Lessors, free and harmless from any and all claims, liability loss, damage or expense resulting from the Lessee's occupation and the use of the land, specifically including, without limitation, any claim, liability, loss, or damage, arising:
 - a) by reason of injury to person or property from whatever cause while in or on the land or in any way connected with the land or with the improvements or personal property in or on the land including any liability for injury to the person or personal property of the Lessee, his agents, officers, or employees;
 - b) by reason of any work performed on the land on materials furnished to the land at the instance or request of the Lessee, his agents, officers, or employees; or by reason of any lien or security interest filed against the property, equipment, materials, or alterations of building or improvements on the land;
 - c) by reason of the Lessee's failure to perform any provision of the Lease or to comply with any requirement imposed on or on the land by any duly authorized governmental agency or political subdivision;
 - d) because of the Lessee's failure or inability to pay when due any obligations incurred by in the operations to be conducted by him on the land and
 - e) from any environmental liability.

It is further understood and agreed by the parties that these obligations will survive the term of this contract.

- 5. ASSIGNMENT AND SUBLETTING: Lessee shall not encumber, assign, or otherwise transfer this lease, any right or interest in this Lease, or any right or interest in the land or any of the improvements that may now or hereafter be constructed or installed on the land, without prior written consent of the Lessors. Lessee shall not sublet the land or any part thereof, or allow any other persons, other than Lessee's agents, officers, employees, and family, to occupy or use the land or any part thereof without the prior written consent of the Lessors.
- 6. Lessee shall obtain all necessary permits, bonds, licenses, and insurance necessary for its intended use of the land and shall abide by, conform to and comply with all laws and ordinances of the United States, State of Minnesota, and Morrison County.

7. If Lessee does not vacate the leased property at the end of the lease term, or upon other termination of Lessee's right of possession, then Lessee's further possession shall be wrongful and Lessee shall be subject to eviction at any time, pursuant to law. Lessee shall be liable to pay Lessor damages for wrongful holding over, including attorney's fees. In no event shall holding over by Lessee imply an extension of this Lease.

IN WITNESS WHERBOF, the parties have executed this Lease Agreement the day and year first written above.

Chairperson, Morrison County
Board of Commissioners

Duane D. Doble

FARM LEASE AGREEMENT

THIS AGREEMENT is made on 26th day of April, 2016, between **Morrison County**, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter called "Lessor" and **Kevin M Kasella** hereinafter called "Lessee."

Lessor hereby leases and rents to Lessee the tillable cropland in Morrison County Minnesota described as follows:

Parcel # 030320007

This lease includes 3.31 acres at a rate of \$35.00 per acre.

Lease begins April 26, 2016, and ends December 31, 2016.

In consideration of said Lease, Lessee hereby covenants and agrees with Lessors as follows, towit:

1. RENT PAYMENTS: Lessee shall pay Lessors rent for said land as follows:

Upon execution of the contract the Lessee shall submit payment to the Lessor for a total of \$115.85.

2. USE AND OPERATIONS: Lessee shall farm said land according to the best practices in the locality, and shall furnish all hired help, tools, implements and machinery necessary. Lessee shall control soil erosion as completely as practicable and shall use all reasonable precaution to prevent waste, damage, or injury to the property. Lessee shall keep down all weeds each year, and exercise diligence to prevent noxious weeds from going to seed on the premises, destroying the same, and keeping the weeds and grass cut or destroyed on the fields, roadside and fence rows.

Lessee shall not store, generate or treat hazardous wastes of substances of petroleum products upon the property. Lessee hereby agrees to indemnify, defend and hold Lessors harmless from any and all claims, demands, actions, causes of action, liabilities or rights which may be asserted against Lessors with respect to such substances, or products, it being understood and agreed that this obligation survive the term of this contract.

The Lessee may remove tree stumps on the property at his discretion. Lessee shall not, without the written consent of the Lessors, plow any permanent pasture or meadowlands, or cut any live trees. The parties agree that Lessee shall be responsible to complete all fall tillage, plowing, as normal farm practice on all tillable cropland acres in the fall of 2016.

- 3. ENTRY BY LESSORS: Lessors may enter upon said land at any time to inspect the same and to make such repairs or improvements as they shall deem necessary, and at all reasonable times, provided that the Lessors shall not damage crops or other property of the Lessee, and shall not interfere with the Lessee in carrying out regular farming operations.
- 4. INDEMNIFY AND HOLD HARMLESS: Lessee agrees to indemnify and hold Lessors, and the property of the Lessors, free and harmless from any and all claims, liability loss, damage or expense resulting from the Lessee's occupation and the use of the land, specifically including, without limitation, any claim, liability, loss, or damage, arising:
 - a) by reason of injury to person or property from whatever cause while in or on the land or in any way connected with the land or with the improvements or personal property in or on the land including any liability for injury to the person or personal property of the Lessee, his agents, officers, or employees;
 - b) by reason of any work performed on the land on materials furnished to the land at the instance or request of the Lessee, his agents, officers, or employees; or by reason of any lien or security interest filed against the property, equipment, materials, or alterations of building or improvements on the land;
 - c) by reason of the Lessee's failure to perform any provision of the Lease or to comply with any requirement imposed on or on the land by any duly authorized governmental agency or political subdivision;
 - d) because of the Lessee's failure or inability to pay when due any obligations incurred by in the operations to be conducted by him on the land and
 - e) from any environmental liability.

It is further understood and agreed by the parties that these obligations will survive the term of this contract.

- 5. ASSIGNMENT AND SUBLETTING: Lessee shall not encumber, assign, or otherwise transfer this lease, any right or interest in this Lease, or any right or interest in the land or any of the improvements that may now or hereafter be constructed or installed on the land, without prior written consent of the Lessors. Lessee shall not sublet the land or any part thereof, or allow any other persons, other than Lessee's agents, officers, employees, and family, to occupy or use the land or any part thereof without the prior written consent of the Lessors.
- 6. Lessee shall obtain all necessary permits, bonds, licenses, and insurance necessary for its intended use of the land and shall abide by, conform to and comply with all

laws and ordinances of the United States, State of Minnesota, and Morrison County.

7. If Lessee does not vacate the leased property at the end of the lease term, or upon other termination of Lessee's right of possession, then Lessee's further possession shall be wrongful and Lessee shall be subject to eviction at any time, pursuant to law. Lessee shall be liable to pay Lessor damages for wrongful holding over, including attorney's fees. In no event shall holding over by Lessee imply an extension of this Lease.

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IN WITNESS WHEREOF, the parties he day and year first written above. May Chairperson, Morrison County	have executed this Lease Agreement the Kevin M Kasella
Board of Commissioners	
Clerk of Board	