



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

JUNE 14, 2016

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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, and Kevin Maurer.

Staff present: Deb Gruber, Brian Middendorf, Deb Lowe, Katy Kirchner, Brad Vold, Tabitha Maher, Steve Messerschmidt, Joe Byrne, Kathy Marshik, Nicole Kern, Amy Kowalzek, and Beth Hamlin.

Others present: Tyler Jensen, Chris Weis, Lori Vrolson, Jason Neuerburg, Staff Sgt. Anthony Housey, Faye Waltman, Jerry Waltman, BG DeWayne Schwanke, Millie Schwanke, Gary Landen, Gale Landen, Norma Miller, Mike Garrison, Mike Garrison Jr., John Garrison, Jim Wyner, Ted James, COL Scott St Sauver, CSM Mike Worden, Ron Kresha, Bob Leidenfrost, Brian Boser, and Ross Boser.

APPROVAL OF COUNTY BOARD MINUTES

A motion was made by Commissioner Johnson, seconded by Commissioner Jelinski and carried unanimously to approve the Morrison County Board of Commissioner Minutes for May 24, 2016.

AGENDA CHANGES

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

MILITARY AWARD CEREMONY

Colonel Scott St. Sauver, Command Sergeant Major Michael Worden, Retired Brigadier General DeWayne Schwanke, Retired Sergeant First Class Kathy Marshik, and MN State Representative Ron Kresha presented the families and guests of Willard Lindborg, Walter Fafara, and Michael Garrison with Military Awards.

COUNCIL ON AGING

Lori Vrolson, Executive Director, provided progress and information on the services Central Minnesota Council on Aging provides.

SOCIAL SERVICES REPORT

A motion was made by Commissioner Johnson, seconded by Jelinski and carried unanimously to approve posting the Mental Health Professional position internally/externally and backfill any positions that may result.

A motion was made by Commissioner Jelinski, seconded by Maurer and carried unanimously to approve posting the Support Enforcement Aide position internally/externally and backfill any positions that may result.

A motion was made by Commissioner Maurer, seconded by Jelinski and carried unanimously to approve posting the Office Support Specialist position internally/externally and backfill any positions that may result.

CORRECTIONS REPORT

A motion was made by Commissioner Johnson, seconded by Maurer and carried unanimously to approve contracts and agreements necessary to operate Community Corrections Program: MGA Agreement, Grand American Collections Agency, GovPay Net, and Community Corrections Act Subsidy Agreement.

A motion was made by Commissioner Maurer, seconded by Johnson and carried unanimously to approve the Resolution #2016-044 for a Joint Powers Agreement with the BCA, DPS and approve the CJDN Subscriber Agreement.



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AUDITOR/TREASURER'S REPORT

A motion was made by Commissioner Johnson and seconded by Commissioner Jelinski and carried unanimously to approve the renewal applications for Precious Metal Dealer Licenses to: Melgram Jewelers, Like-Nu Gun & Pawn, Goldsmith Jewelers.

A motion was made by Commissioner Maurer and seconded by Commissioner Jelinski and carried unanimously to approve a Temp 1-day Liquor License to the Initiative Foundation to hold an event at Camp Ripley on September 17, 2016.

A motion was made by Commissioner Johnson and seconded by Commissioner Jelinski and carried unanimously to approve the list of renewal liquor license applications as attached.

A motion was made by Commissioner Johnson and seconded by Commissioner Jelinski and carried unanimously to approve a 2am closing time for the 12 Mile Tavern.

Deb Lowe, Auditor/Treasurer, presented the May 31, 2016 Cash Report.

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 June 14, 2016 be approved for payment:

REVENUE	\$	129,570.81
PUBLIC WORKS	\$	291,005.01
SOCIAL SERVICE	\$	185,799.56
SOLID WASTE	\$	137,457.40
PARKS	\$	609.49
LOCAL COLLABORTIVE	\$	1,226.46
FORFEITED LAND FUND	\$	152.90
	TOTAL	\$ 745,820.63
MEALS	\$	217.75
CREDIT CARDS	\$	9,345.88

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

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".

PLANNING AND ZONING REPORT

The County Board considered the Conditional Use Permit request for Brian Boser to expand to a Tier III swine/poultry feedlot; including attached conditions; located in pt of NE ¼, Section 34, Township 41, Range 30, Buh Township; per recommendation from the Morrison County Planning Commission on May 23, 2016. A motion was made by Commissioner Jelinski, seconded by Commissioner Johnson to adopt the proposed Finding of Facts and to approve the Conditional Use Permit. A copy of the Findings of Fact and Decision are attached to these minutes.



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The County Board considered the Conditional Use Permit request for Robert Leidenfrost to establish a Tier III swine feedlot; including attached conditions; located in pt of W ½ of NW ¼ of NW ¼ an pt of the N ½ of NE ¼, Sections 1 & 2, Township 39, Range 31, Buckman Township; per recommendation from the Morrison County Planning Commission on May 23, 2016. A motion was made by Commissioner Maurer, seconded by Commissioner Johnson to adopt the proposed Finding of Facts and to approve the Conditional Use permit. A copy of the Findings of Fact and Decision are attached to these minutes.

The County Board considered the Conditional Use Permit request for Alan Lanners to expand to a expand to a tier II feedlot; including attached conditions; located in pt of E ½ of SE ¼, Sections 32, Township 39, Range 30, Buckman Township; per recommendation from the Morrison County Planning Commission on May 23, 2016. A motion was made by Commissioner Jelinski, seconded by Commissioner Johnson to adopt the proposed Finding of Facts and to approve the Conditional Use permit. A copy of the Findings of Fact and Decision are attached to these minutes.

A motion was made by Commissioner Maurer, seconded by Commissioner Jelinski and carried unanimously to enter into contract with NJPA for Planning and Zoning Technician services for the interim while the feedlot officer position is filled.

A motion was made by Commissioner Maurer, seconded by Commissioner Jelinski and carried unanimously to enter into contract with Pictometry, via the MCCC Master Products Agreement for two flights of Morrison County, providing updated aerial imagery.

ASSESSOR'S REPORT

A motion as made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve the attached Abstract of Tax Abatements dated June 14, 2016.

APPROVAL OF THE BOARD OF APPEAL AND EQUALIZATION MINUTES

A motion as made by Commissioner Jelinski, seconded by Commissioner Johnson and carried unanimously to approve the Morrison County Board of Appeal and Equalization Minutes for June 13, 2016.

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.

The County Board Recessed at 10:29 a.m. and reconvened the meeting at 10:39 a.m.

PUBLIC WORKS REPORT

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson to approve Resolution's #2016-045 through #2016-056 Certificate of project completion C-261. Motion carried on a roll call vote 4-0 with Commissioner Wilson absent.

The County Board Recessed at 10:46 a.m. and reconvened the meeting at 10:51 a.m.

ADMINISTRATOR'S REPORT

A motion was made by Commissioner Jelinski, seconded by Commissioner Johnson and carried unanimously to approve Resolution #2016-057 Central MN Housing Partnership as designated Administrative Body for the Rental Rehabilitation Deferred Loan Program.



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CLOSED SESSION

A motion as made by Commissioner Jelinski, seconded by Commissioner Johnson and carried unanimously to approve Resolution #2016-058, to have a Closed Executive Session, Discussion Labor Negotiations on insurance issues resulting from recent insurance RFP.

The meeting closed at 11:09 am and reconvened at 12:30pm.

ADJOURNMENT

A motion was made by Commissioner Maurer, seconded by Commissioner Jelinski and carried unanimously to adjourn the meeting at 12:30 p.m.

A handwritten signature in black ink, appearing to read 'Randy H. Winscher', written over a horizontal line.

Randy H. Winscher, Chairman

A handwritten signature in black ink, appearing to read 'Deb Gruber', written over a horizontal line.

Deb Gruber, Clerk to the County Board

DATE: 6/14/16

MORRISON COUNTY BOARD OF COMMISSIONERS
COUNTY BOARD MEETING

PLEASE SIGN IN

NAME	ADDRESS/REPRESENTING
SSG Anthony Haisey	Camp Ripley
John Vahr	CMCOA
Faye Waltman	bronze star medal
JERRY WALTMAN	BRONZE STAR MEDAL
B G DeWayne Schwanke	Silver Star
Millie Schwanke	Silver Star
GARY Landem	Silver Star
Coate Landem	Silver Star
NORMA Miller	Silver Star
Mike Garrison	Bronze Star
John Garrison	Bronze Star
JIM WYNER	BRONZE STAR
Mike Garrison	bronze star
Ted James	26739 James Dr. GRIMM 55744
JOE BYRNE	MORRISON COUNTY I.T. DEPT.
COL SCOTT ST. SAUNDERS	CAMP RIPLEY GARRISON CDR
CSM Mike Worden	Camp Ripley

DATE: 6/14/16

MORRISON COUNTY BOARD OF COMMISSIONERS
COUNTY BOARD MEETING

PLEASE SIGN IN

NAME

ADDRESS/REPRESENTING

Katy Kirchner

Bob Heider, Sr &

Jason Newby

Brian & Ross Boser

7 Stone Ct St. Cloud, MN

**MASTER SUBSCRIBER AGREEMENT
FOR MINNESOTA COURT DATA SERVICES
FOR GOVERNMENTAL AGENCIES**

THIS AGREEMENT is entered into by and between

Morrison County Community Corrections

(Government Subscriber Name)

of 213 1st Ave SE Little Falls, MN 56345

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 "Agency Account Manager" means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

2.2 "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3** “**Court Data Services Databases**” means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4** “**Court Data Services Programs**” means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5** “**Court Records**” means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.1** “**Court Case Information**” means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.2** “**Court Confidential Case Information**” means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3** “**Court Confidential Security and Activation Information**” means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.4** “**Court Confidential Information**” means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.5** “**Court Documents**” means electronic images of documents that are part of or included in a court file.
- 2.6** “**DCA**” means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7** “**Government Subscriber Records**” means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8** “**Government Subscriber’s Individual Users**” means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 **“Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 **“Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12 **“SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 **“This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 **“Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 **“User Acknowledgement Form”** means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

- 4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.
- 4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

- 4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.
- 4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

- 4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

- 5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.
- 5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.
- 5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.
- 5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS. Subscriber acknowledges and agrees:

6.1 Court Case Information Provided Under Legal Mandate. When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 Previously Disclosed Court Records and Court Documents. Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.

7.1 Requirement to Advise Government Subscriber's Individual Users. To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 Required Acknowledgement by Government Subscriber's Individual Users.

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 **Court Data Services Programs.** SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 **Court Data Services Databases.** SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 **Marks.** Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 **Restrictions on Duplication, Disclosure, and Use.**

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 **Proprietary Notices.** Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 **Personnel.** Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. **FEES AND INVOICES.** Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
 - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
 - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By 
(SIGNATURE)

Date 10/14/16

Name (typed) Randy Winscho

Title Morrison County Chairman

Office Morrison County

2. THE COURT

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Office Information Technology
Division of State Court
Administration

3. Form and execution approved for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

Grand American Resources, Inc.

P.O. Box 7052 • Saint Cloud MN 56302
(855) 580-3793 (Main) • (855) 580-3792 (Fax)
info@grandamericanresources.com
www.grandamericanresources.com

Date: June 3rd 2016

Client Name: Morrison County Community Corrections

Address: 213 1st Ave SE

City/State/Zip: Little Falls MN 56345

Contact Name and Phone: Nicole Kern - 320-632-0302

Contact Email: nicolek@co.morrison.mn.us

Collection Agreement

This agreement is between Grand American Resources, Inc. (GAR), a licensed collection agency, and Morrison County Community Corrections (hereinafter Client), is for the collection of unpaid, credit accounts, placed by Client with Grand American Resources, Inc..

FDCPA & HIPPA COMPLIANT - Both Client and Grand American Resources, Inc. will follow any applicable state and federal laws and regulations including the Fair Debt Collection Practices Act and the Health Insurance Portability and Accountability Act, regarding all accounts placed with Grand American Resources, Inc. for collection.

ACCOUNT PLACEMENT ACCURACY - Client certifies that each account placed for collection has been reviewed prior to placement with Grand American Resources, Inc., and to the best of Client's knowledge, the balance placed for collection is correct and that Client is aware of no valid defense to this claim.

DEBTOR DISPUTES - Client will provide Grand American Resources, Inc. with all documentation of accounts disputed by debtors. If client is unable to provide documentation, Grand American Resources, Inc. will close and return the account to Client.

ACCOUNT CANCELATION - Client may request that accounts be returned at any time. However, Client authorizes Grand American Resources, Inc. to retain an account until Client has paid Grand American Resources, Inc. all commissions to which Grand American Resources, Inc. is entitled for the account.

SUIT AUTHORIZATION - Grand American Resources, Inc. is authorized to use any legal means available to collect claims placed by Client. Client signing a Suit Authorization and returning it to Grand American Resources, Inc. on an individual account basis will authorize litigation. The suit authorization will give Grand American Resources, Inc. authority to act as Client's agent and to advance costs on behalf of Client for any investigation Grand American Resources, Inc. deems necessary to aid in its collection of an account. Legal costs advanced by Grand American Resources, Inc. on accounts placed for collection, will be only at the risk of Grand American Resources, Inc. Client assumes no responsibility for uncollected legal costs advanced by Grand American Resources, Inc. Legal costs advanced by Grand American Resources, Inc. will be deducted from the first monies paid by debtor and are included in any compromise accepted by Client. Compromise settlements will be accepted only with the permission of Client.

FUNDS COLLECTED AND REMITTED TO CLIENTS - All funds collected by Grand American Resources, Inc. will be deposited Grand American Resources, Inc.'s trust account. Remittance to Client and a statement of payments received will be mailed once a month, no later than the end of the following month in which payment was received.

COMMISSION STRUCTURE - A commission rate of 10% will be paid by Client to GAR. After 90 days, with no payments, accounts will be transferred to collections and the regular commission rate paid by Client to Grand American Resources, Inc. for collection will be 25%. A rate of 40% will be paid to Grand American Resources, Inc. for all accounts upon which signed suit authorization has been received from Client.

PAYMENTS MADE - All payments made on the account after it has been placed for collection are subject to the above commission rates whether paid direct to Client or to Grand American Resources, Inc.

CLIENT PAYMENTS REPORTED TO GAR - Client will report to Grand American Resources, Inc. all payments or credits made at Client to any accounts placed by Client with Grand American Resources, Inc. for collection promptly.

OVER PAYMENTS & REVERSALS - In the event monies are refunded to debtors or Grand American Resources, Inc. or Client reverses payments due to bankruptcy, NSF checks or other reasons, and remittance has been made on payments, Grand American Resources, Inc. and Client will reimburse the other on the next scheduled remittance statement.

AGENCY MISC FEES AND INTEREST - Grand American Resources, Inc. is instructed by Client to collect all interest and all other amounts of money to which Client is entitled. This includes civil penalties, court fees, other statutory costs and judgment interest allowed by statute, when practicable. With the exception of accounts placed that already have a finance charge in place, any interest that may be collected may be retained by Grand American Resources, Inc. for the purpose of offsetting investigational losses and other expenses. Such interest to be retained, however, only after the amount listed as owing has been collected in full.

CLIENT MISC FEES & INTEREST - If Client seeks the recovery of collection fees, interest or finance charges included in the amount of an account, Client certifies that any and all collection fees, interest or finance charges added by Client were done in compliance with all State and Federal laws, statutes and regulations governing the charging or addition of such collection fees, interest or finance charges.

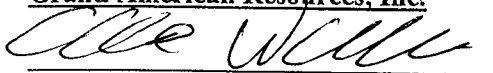
HOLD HARMLESS - Client will be responsible for any suit or claim that arises from Client's or its employees' improper acts; Client will indemnify, hold harmless, defend and pay costs related to such a claim against Grand American Resources, Inc. Grand American Resources, Inc. will comply with all laws governing third party collections; Grand American Resources, Inc. will be responsible for any suit or claim that arises from Grand American Resources, Inc.'s or its employees' improper acts; Grand American Resources, Inc. will indemnify, hold harmless, defend and pay costs related to such a claim.

LITIGATION AND AUTHORIZATION TO EMPLOY ATTORNEY - In the event of legal activity or litigation, Grand American Resources, Inc. is authorized to employ an attorney to act as intermediary conducting investigations, monitoring the attorney and legal process, receive remittances, and advancing and receiving other fees and expenses on behalf of Client.

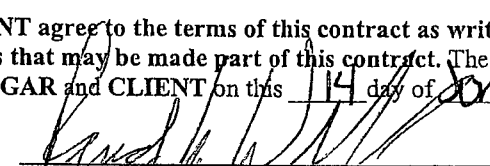
TERMINATION OF CONTRACT - Client may terminate this contract at any time upon a thirty (30) day notice in writing to Grand American Resources, Inc.

GRAND AMERICAN RESOURCES INC. and CLIENT agree to the terms of this contract as written both above and below these signatures and any other attachments that may be made part of this contract. The duly authorized representatives enter into this agreement by and between GAR and CLIENT on this 14 day of June 2016.

Grand American Resources, Inc.



Christopher Winkelman
General Manager



Client Signature

Monson County Chairman

Title

Grand American Resources, Inc.

P.O. Box 7052 • Saint Cloud MN 56302
(855) 580-3793 (Main) • (855) 580-3792 (Fax)
info@grandamericanresources.com
www.grandamericanresources.com

Date: June 3rd 2016

Client Name: Morrison County Community Corrections

Address: 213 1st Ave SE

City/State/Zip: Little Falls MN 56345

Contact Name and Phone: Nicole Kern - 320-632-0302

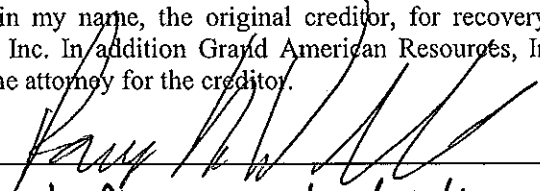
Contact Email: nicolek@co.morrison.mn.us

SUIT AUTHORIZATION

The undersigned has retained the services of Grand American Resources, Inc., to collect certain accounts receivable. More specifically as follows:

I understand that pursuant to Minnesota statutes, Grand American Resources, Inc. cannot employ the services of an attorney on my behalf without prior written consent from me authorizing said agency to secure legal counsel on my behalf, and that said agency's course of conduct must at all times be consistent with a true relationship of attorney and client as between the attorney and creditor.

I hereby authorize Grand American Resources, Inc. to retain the service of an attorney on my behalf and to institute legal proceedings thereon in my name, the original creditor, for recovery of any accounts receivables assigned to Grand American Resources, Inc. In addition Grand American Resources, Inc. is authorized to be a financial conduit for all monies collected by the attorney for the creditor.

Client signature: 

Title: Morrison County Chairman Date: 6/14/16

PARTICIPATION AGREEMENT

Participant: Morrison County Community Corrections 213 1 st Avenue SE Little Falls, MN 56345	Government Payment Service, Inc. ("GPS") 7102 Lakeview Parkway West Drive Indianapolis, Indiana 46268 Phone: (866) 564-0169 Facsimile: (888) 665-4755 Email: accountservices@govpaynet.com
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1. Services. The above Participant authorizes GPS to act on its behalf in processing credit, debit, and prepaid debit card transactions through the Visa, MasterCard, Discover, and American Express payment systems for the payment types specified in this Participation Agreement ("Agreement"). GPS shall provide Participant with training, documentation, and electronic and telephonic support at GPS' expense. GPS shall cause funds to be forwarded electronically to such account as Participant designates within two banking days after transaction authorization or by mailed check if Participant so indicates.

2. Term and Termination. This Agreement shall become effective upon the date of the latter signature to this Agreement and shall continue for five years, automatically renewing for additional one year periods. This Agreement may be terminated (i) by Participant at any time with or without cause upon 30 days written notice to GPS; (ii) by GPS upon 30 days' written notice to Participant prior to any renewal term; or (iii) by either party immediately upon notice to the other party of such other party's material breach of this Agreement, subject to a reasonable opportunity to cure such breach.

3. Fees. GPS shall not charge Participant for services. GPS shall collect all service fees from cardholders as its sole compensation. All service fees are non-refundable. GPS may modify service fees at its sole option, providing Participant with 30 days' advance written notice. Service fees are as described in Attachment "A" to this Agreement.

4. Chargebacks. Participant shall have no liability for chargebacks. GPS shall be responsible for handling all transaction disputes associated with cardholders' use of cards to make payments to Participant through GPS, for asserting any challenges to chargeback claims, and for any resulting chargeback liability. All payments will be considered no longer subject to chargeback 12 months after their authorization date.

5. Warranties. Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. GPS further warrants that during the performance of this Agreement, GPS (i) shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class; (ii) will comply with all applicable laws and regulations and the rules and procedures applicable to the credit and debit card brands it accepts and processes; and (iii) in accordance with PCI DSS v3.0, requirement 12.9, will maintain proper security and responsibility for cardholder data while it is in GPS's possession, all at GPS' sole cost.

5.1. IF PARTICIPANT IS A BAIL BONDSMAN: Participant is duly licensed to provide its services in the jurisdiction(s) in which it operates and shall take all necessary actions to keep such license(s) current and in full force and effect. Participant, upon GPS request, shall provide GPS with current copies of such license(s). Participant shall only use GPS services for the collection of customer fees payable to Participant, not for the posting of cash sureties.

6. Indemnification and Disclaimers. GPS shall indemnify and save harmless Participant, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from GPS' performance under this Agreement. **GPS ACCEPTS NO RESPONSIBILITY FOR SECURITY OF CARDHOLDER DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY GPS. GPS LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. GPS IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH GPS**

DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS AGREEMENT, GPS DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT.

7. Independent Contractor. GPS shall provide all services to Participant as an independent contractor. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

8. Taxes. GPS shall be responsible for the payment of all taxes legally imposed upon its services.

9. Notices. All notices permitted or required by this Agreement shall be in writing and given to the respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate (if to GovPayNet, note "Attention: Account Services"). Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

9.1. FOR PURPOSES OF SERVICE CHANGES: Participant is responsible for advising GPS as to the types of payments GPS is authorized to accept on Participant's behalf (per the fees in Attachment "A") and the type of service and equipment modes that will apply to each payment type. Participant may at any time (i) authorize GPS to accept additional types of payments, (ii) cancel the processing through GPS of any types of payments, (iii) modify the service or

equipment modes (from among Internet, telephone, Internet and telephone, *GovSwipe*[®], etc.), (iv) modify the account(s) to which GPS shall direct payments to Participant, or, if Participant is a government entity and using appropriate means, (v) add other agencies, departments or sub-agencies ("Affiliated Agencies") to, or delete Affiliated Agencies from Participant's use of any GPS services and equipment by specifying all such changes to GPS in writing. Any such changes will be subject to GPS acknowledgment and acceptance in writing. For purposes of this subsection only, "in writing" shall mean via letter, facsimile, or email (if to GovPayNet, to accountservices@govpaynet.com).

10. GovSwipe. GPS will provide Participants who select *GovSwipe* with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GPS. Participant understands that GPS card readers are embedded with proprietary technology ("Firmware"). GPS grants Participant a license to use such card readers and Firmware for the duration of the Agreement. Participant's use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Participant any title, patent, copyright or other proprietary right in or to the Firmware. At all times, GPS or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Participant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Participant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. GPS shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Participant designates or, at GPS's option, Participant will allow GPS and its designated representatives reasonable access to Participant's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *GovSwipe* are designed to communicate cardholder data to GPS through Participant's computing equipment to which they are cable-attached via USB port. Internet access to GPS is required for transaction processing via *GovSwipe* and is enabled solely by Participant's computers and networks. Participant is responsible to use standard safeguards and practices to keep its computers and

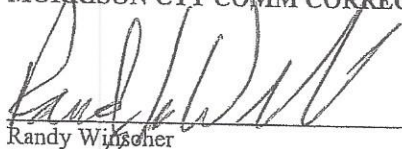
networks secure and free from malicious software or hardware. GPS shall not be held liable to Participant for exposure of Participant's computers or networks to malicious software or hardware of any kind. GPS is solely responsible for the maintenance of any card readers and shall supply Participant with replacement card readers on Participant's request and as GPS deems appropriate. Upon termination of the Agreement, GPS may require Participant to return card readers at GPS's expense and by such method as GPS specifies.

11. **Miscellaneous.** There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. This Agreement shall be governed by the internal laws of the state of Indiana.

A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

12. **Completeness and Execution.** This Agreement is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Agreement may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that GPS may revise the terms of this Agreement if required to comply with law, regulation, or card industry rules and GPS provides prompt notice to Participant of such change(s). This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Agreement shall be deemed as valid as originals.

MORRISON CTY COMM CORRECTIONS


Randy Wingo
Chair of Morrison County Board

6/14/16
Date

GOVERNMENT PAYMENT SERVICE, INC.


Mark E. MacKenzie
President & Chief Executive Officer

6/21/16
Date



MINNESOTA DEPARTMENT OF CORRECTIONS - COMMUNITY CORRECTIONS ACT SUBSIDY

To be used for original application and for amendments to the original comprehensive plan that adds or delete units of service.

Check one: XX Original Application ___ Amendment

Applicant: Morrison County Community Corrections

Application Period: July 1, 2016 to December 31, 2016

Original Proposed Budget:	DOC Subsidy	\$ <u>295,843</u>
	Other State Funds	\$ _____
	Drug Court grant	\$ <u>43,097</u>
	County Funding	\$ <u>97,880</u>
	Other Funding- revenue	\$ <u>32,421.00</u>
	TOTAL BUDGET	\$ <u>\$469,241</u>

*Amendment: Name of Units of Service (attach budget sheets) _____

Community Corrections Administrator:

Name/Title/Signature Nicole E. Kern, Director

Address 213 1st Ave. SE, Little Falls, MN 56345

Telephone # (320) 632-0302

Financial Officer:

Name/Title/Signature DEB LOWE, MORRISON COUNTY AUDITOR

Address 213 1st Ave. SE, Little Falls, MN 56345

Telephone # (320) 632-0137

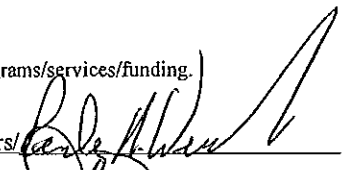
APPLICANT'S AGREEMENT

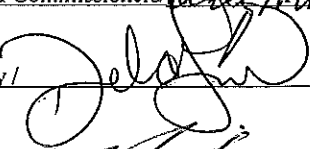
It is understood and agreed to by the applicant that:

- 1) Funds granted for this community corrections comprehensive plan will be used only to implement the plan as approved by the Commissioner of Corrections.
- 2) The grant may be terminated in whole, or in part, by the Commissioner of the Minnesota Department of Corrections. Such termination shall not affect obligations incurred under the subsidy prior to the effective date of such termination.
- 3) The applicant will apply for approval to change the plan whenever implementation or financing will be materially changed. Approval will be governed by Minnesota Rules Chapter 2905.0500.
- 4) Financial status reports will be submitted every three months and narrative progress reports every six months as directed by the Commissioner of Corrections. Necessary records and accounts, including financial and property controls, will be maintained and made available to the Department of Corrections
- 5) The applicant will strictly adhere to rules promulgated by the Department of Corrections (Minnesota Rules 2905).

SIGNATURES OF AUTHORIZED OFFICIALS

Please remember: These same signatures are required to be on any amendment that adds or deletes programs/services/funding.

Name/Title/Signature: Randy Winscher, Chair of Morrison County Board of Commissioners 

Name/Title/Signature: Deb Gruber, County Administrator, Morrison County 

Name/Title/Signature: Nicole E. Kern, Director of Corrections, Morrison County 

Resolution No. 2016- 044

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS
WITH THE COUNTY OF MORRISON ON BEHALF OF ITS CORRECTIONS DEPARTMENT

WHEREAS, the County of Morrison on behalf of Corrections desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Morrison, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Morrison on behalf of its Correction Department is hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Director of Corrections, Nicole Kerns, or her successor, is designated the Authorized Representative for the Corrections Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
3. That Randy Winscher, the Chair of the County of Morrison and Nicole Kern, Corrections Director, are authorized to sign the State of Minnesota Joint Powers Agreements.


This Resolution shall become effective immediately.

Dated this 14th day of June, 2016.

ATTEST:



Administrator, Morrison County



Chairman, Morrison County

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the County of Morrison on behalf of its Community Corrections ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 109402, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. "Rules of Public Access" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. "Court" shall mean the State of Minnesota, State Court Administrator's Office.

h. "Subscriber" shall mean the Agency.

i. "Subscriber Records" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. **Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. **INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. **LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity such as an opinion of counsel or resolution.

Name: *Randy Winscher*
(PRINTED)

Signed: *Randy Winscher*

Title: *Morrison County Chairman*
(with delegated authority)

Date: *6/14/10*

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

4. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the County of Morrison on behalf of its Community Corrections ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 *Expiration date:* This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent annually for the amount of One Hundred Eighty Dollars (\$180.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Nicole E. Kern, Director, 213 1st St., Little Falls, MN 56345, (320) 632-0302, or her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 **BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 **Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 **Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement 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 must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____

(PRINTED)

Signed: _____

Title: _____

(with delegated authority)

Date: _____

Name: _____

(PRINTED)

Signed: _____

Title: _____

(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION

Name: _____

(PRINTED)

Signed: _____

Title: _____

(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

In the Matter of an Application

by Brian Boser/Mark Flicker for a Conditional Use Permit: 05.0301.000,05.0301.001, 05.0301.002

The above application came on for consideration before the Morrison County Board of Commissioners on June 14, 2016. Based upon the application, information received at the public hearing, the recommendations of staff and all files and records relating to the application, the Board makes the following:

FINDINGS OF FACT

1. Brian Boser is the owner of the property in question. He will be purchasing an additional 40 acres from Mark Flicker, pending approval of the permit. The land is located in Section 34, T.41N, R.30W. Mr. Boser has applied for a conditional use permit to expand to a tier III poultry/swine feedlot.
2. Sec. 604.5 of the Morrison County Land Use Control Ordinance requires a Conditional Use Permit for tier III feedlots.
3. Five members of the County Board attended the public hearing on May 23, 2016.
4. Mr. Boser is proposing to construct a new 102' x 192' swine barn. The new barn will house 2400 finishing swine, or 720 animal units.
5. The facility will include a concrete liquid manure storage area under the barn and will measure 8' deep. This will accommodate 12 months of liquid manure storage.
6. The existing operation is a 60 x 624 total confinement chicken barn with 50,000 broiler chickens for 250 animal units.
7. This brings the total to 970 animal units combined.
8. The site is located on State Highway 25.
9. There is no pollution issues documented at this time with the feedlot.
10. The hogs will arrive as piglets weighing 50 pounds and be finished at about 275 pounds.
11. Composting was indicated as the primary method of dead animal disposal. This will be done in the existing composting facility located on site.
12. All of the manure will be transferred to area farmers. About 800 acres of land has been signed up for manure application. There are transfer agreements on file with his permit application.
13. All County feedlot setbacks will be met and an OFFSET annoyance-free rating of 95% would be achieved to the nearest neighbor from the hog barn. The nearest neighbor is 1,320 ft away and the nearest feedlot would be about 2,300 ft away to the northeast. The city limits of Pierz is about 3,500 feet to the south of the proposed barn.
14. The applicant has submitted an animal mortality plan, a Morrison County Good Neighbor Plan, and an application for a State feedlot permit. Engineered plans and specifications for the liquid manure storage area have been submitted. No drain tile is required for this manure pit because when the engineer did the soil borings, no seasonal water table was found. The soil borings are dug to five feet past the bottom of the proposed basin.

15. The concrete basin is poured under the supervision of the engineer and is reviewed by the County Feedlot Officer prior to backfilling the walls. This inspection is done to look for any defects in the concrete. A full report of the concrete basin is submitted to the County Feedlot Officer after the basin is complete from the engineer.
16. The applicant has been preliminarily approved by the DNR to drill a well for this site. This is required since the site may use over 1 million gallons of water a year. This will be reviewed by the DNR again once the barn is in use and monitored by a water meter installed on the well.
17. The land the barns will be on is zoned agriculture.
18. Agriculture zoning is the only district where feedlots are allowed. The Morrison County Land Use Ordinance states the purpose of the Agriculture zoning district is to promote and protect areas which have high quality agriculture lands and are essentially rural in nature. Within this district agriculture activities shall be given precedence over other uses.
19. Morrison County Comprehensive Plan Goal in Agriculture A1 : To focus on long-term preservation and promotion of existing agricultural use of land including, but not limited to crop production, animal husbandry, dairy production, pasturelands, and similar uses.
20. Objective 3: Increase the use of buffering, cluster development design, or similar practices to minimize the impacts of residential development on agriculture use, and agriculture use on residential development.

Goal A2: Minimize the impacts of feedlots on all existing and future development within the County, and the impacts of all existing and future development on existing feedlots.

Objective 1: Develop setback requirements which provide sufficient space between all new development and all new and existing feedlots.

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

21. Morrison County Comprehensive Plan Goal in Natural Resources & Open Space D3: Protect the quality of surface and ground water within Morrison County through the implementation of the Morrison County Water Plan.
22. The Morrison County Comprehensive Water Plan states for groundwater.

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

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

23. The Morrison County Comprehensive Water Plan states for surface water.
- GOAL: To protect, enhance, and maintain the quality of all surface waters in Morrison County (lakes, rivers, streams, and wetlands)
- Objective A: Reduce impacts of agricultural run-off from feedlots and farming practices.
 Objective B: Ensure that land use decisions for shoreland development take environmental impacts into consideration.
 Objective C: Provide protection and enhancement to the county's high quality lakes, rivers, wetlands.
 Objective E: To improve, maintain, and ensure clean and healthy rivers in Morrison
24. The Morrison County Comprehensive Water Plan states for land use and development.
- GOAL: To ensure that land use decisions are compatible with natural resource protection
- Objective A: To make sure all riparian feedlots are in full compliance.
 Objective B: Reduce the pressure/impacts of shoreland, rural residential, and marginal land development
 Objective C: Reduce the loss of natural habitat.
 Objective D: Promote storm-water/drainage/floodwaters management
25. The Environmental review conducted by the SWCD
26. A plat map, aerial photos, site photos, soils map, wetland map, well map, contour map, zoning map were presented.
27. 49 notices were sent out regarding this item.
28. Robert Hoffman, neighbor, called the office prior to the hearing to state he is against the barn because it is too close to the property in the city limits and there are too many barns in a small area.
29. Dan Rocheleau, neighbor, stated at the hearing he has a barn west of this proposed one. He uses the pit additives and hasn't had any odor issues. He has trees around his as well and he supports the barn.
30. Commissioner Jeff Jelinski, asked at the meeting is condition number 4 was needed since he is selling all the manure. Staff stated that since the permit runs with the land and may not always be transferred, it made sense to keep it on there.
31. Commissioner Kevin Maurer, asked how we regulate transferred manure. Staff stated it is treated and regulated just the same as if it wasn't transferred as far as setbacks and application rates required.
32. Staff recommended the following conditions, if approved:
1. Abide by local and state law.
 2. Notify road authority when hauling manure during road restrictions.
 3. Abide by the good neighbor plan.
 4. Inject or incorporate all liquid manure within 48 hours of application.
 5. There shall be an odor mitigating technology used in the swine barn, such as but not limited to, manure pit additives.
 6. Plant and maintain a 50' wide grass buffer around the perimeter of the swine barn for stormwater management and plant and maintain one row of trees per attached drawing within one year of the barn being stocked.

The Planning Commission found:

- a. The requested use will not create an unreasonably excessive burden on the existing parks, schools, public roads or other utilities which serve or are proposed to serve the area, because There are no parks or schools nearby, the city of Pierz is over 3,000 feet away so it shouldn't affect them and the feed and hauling traffic is minimal.
- b. The requested use is sufficiently compatible or separated by distance or screening from adjacent agricultural or residentially zoned land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land, because the distance away from homes is met, and there isn't any new development around there anytime soon.
- c. The structure and the use shall have an appearance that will not have an adverse effect upon adjacent properties, because there are similar facilities in the area, it will be colored steel and the trees and grass around it will help blend it in with the surroundings.
- d. The requested use, in the opinion of the Planning Commission, is reasonably related to the existing land use and environment, because it is in an agricultural zoned area and this is an agricultural use and there are other similar looking barns nearby.
- e. The requested use is consistent with the Morrison County Land Use Control Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use because, it is an agricultural use in the agricultural zoning district and that is what the zoning district is meant for.
- f. The requested use is not in conflict with the Morrison County Comprehensive Plan, because the comprehensive plan promotes agriculture in the County and the permits will be monitored by the DNR and the CFO.
- g. The existing occupants of nearby structures will not be adversely affected because of intrusion of noise, odor, glare, or general unsightliness, because there will be some noise when pumping and hauling, but it should be within the County guidelines, he is a proven operator of a clean facility on the current farm, and the good neighbor plan should help with public being aware of what's happening.

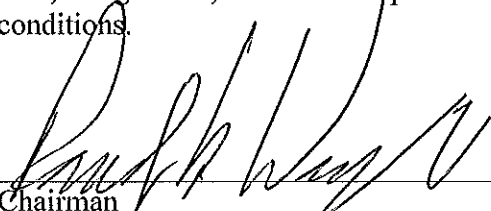
The following conditions were approved by the Planning Commission and were acceptable to the applicant:

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor plan.
4. Inject or incorporate all liquid manure within 48 hours of application.
5. There shall be an odor mitigating technology used in the swine barn, such as but not limited to, manure pit additives.
6. Plant and maintain a 50' wide grass buffer around the perimeter of the swine barn for stormwater management and plant and maintain one row of trees per attached drawing within one year of the barn being stocked.

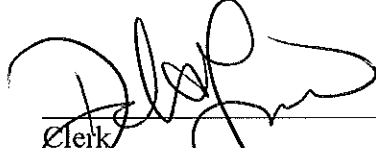
Motion was made by Robert Otremba and seconded by Ross Wamre to recommend approval of the application with above conditions. The vote was "5" in favor, "0" opposed.

DECISION

WHEREFORE, the Morrison County Board of Commissioners hereby approves these findings of fact for a Conditional Use Permit to Brian Boser to expand to a Tier III feedlot located in Section 34, Township 41N, Range 30W, Buh Township and hereby moves to grant the Conditional Use permit with the attached conditions.



Chairman
Morrison County Board



Clerk
Morrison County Board

Conditions

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor plan.
4. Inject or incorporate all liquid manure within 48 hours of application.
5. There shall be an odor mitigating technology used in the swine barn, such as but not limited to, manure pit additives.
6. Plant and maintain a 50' wide grass buffer around the perimeter of the swine barn for stormwater management and plant and maintain one row of trees per attached drawing within one year of the barn being stocked.

In the Matter of an Application
by Robert Leidenfrost for a Conditional Use Permit: 04.0014.000 & 04.0049.000

The above application came on for consideration before the Morrison County Board of Commissioners on June 14, 2016. Based upon the application, information received at the public hearing, the recommendations of staff and all files and records relating to the application, the Board makes the following:

FINDINGS OF FACT

1. Robert Leidenfrost is the owner of the property in question. The land is located in Section 1 & 2, T.39N, R.31W. Mr. Leidenfrost has applied for a conditional use permit to erect a new tier III swine feedlot.
2. Sec. 604.5 of the Morrison County Land Use Control Ordinance requires a Conditional Use Permit for tier III feedlots.
3. Five members of the County Board attended the public hearing on May 23, 2016.
4. Mr. Boser is proposing to construct a new 102' x 192' swine barn. The new barn will house 2400 finishing swine, or 720 animal units.
5. The facility will include a concrete liquid manure storage area under the barn and will measure 8' deep. This will accommodate 12 months of liquid manure storage.
6. Currently the site is cropland and the site is located on Lake Road, which is a County Road.
7. The hogs will arrive as piglets weighing 50 pounds and be finished at about 275 pounds.
8. Composting was indicated as the primary method of dead animal disposal.
9. All of the manure will be kept by the applicant. 476 acres of cropland has been identified to take the manure. This is adequate for application. There is a manure management plan developed by Anez Consulting for this feedlot. The planner shows an estimated maximum rate of manure application will be around 3,500 gallons per acre based on the estimated nutrient content of the manure.
10. All County feedlot setbacks will be met and an OFFSET annoyance-free rating of 96% would be achieved to the nearest neighbor from the hog barn. The nearest neighbor is 1,650 ft away and the nearest feedlot would be about 6,300 ft away to the northeast.
11. There are protected wetlands about 1,100 feet to the north of the barn and about 2,200 feet to the east. The County requires a 1,000 ft setback to the protected waters.
12. There is an irrigation system on the property. The barn will be placed 200ft off of the right-of-way and will be placed in the "dry corner".
13. The applicant lives about 1.5 miles southeast on a dairy farm. The new barn couldn't be placed in this location due to the amount of homes surrounding the farm and the protected rivers that are in the area. Thus, this location was chosen due to meeting all the County setbacks.

14. The applicant has submitted an animal mortality plan, a Morrison County Good Neighbor Plan, and an application for a State feedlot permit. Engineered plans and specifications for the liquid manure storage area have been submitted. No drain tile is required for this manure pit because when the engineer did the soil borings, no seasonal water table was found. The soil borings are dug to five feet past the bottom of the proposed basin.
15. The concrete basin is poured under the supervision of the engineer and is reviewed by the County Feedlot Officer prior to backfilling the walls. This inspection is done to look for any defects in the concrete. A full report of the concrete basin is submitted to the County Feedlot Officer after the basin is complete from the engineer.
16. The applicant has been preliminarily approved by the DNR to drill a well for this site. This is required since the site may use over 1 million gallons of water a year. This will be reviewed by the DNR again once the barn is in use and monitored by a water meter installed on the well.
17. The land the barns will be on is zoned agriculture.
18. Agriculture zoning is the only district where feedlots are allowed. The Morrison County Land Use Ordinance states the purpose of the Agriculture zoning district is to promote and protect areas which have high quality agriculture lands and are essentially rural in nature. Within this district agriculture activities shall be given precedence over other uses.
19. Morrison County Comprehensive Plan Goal in Agriculture A1 : To focus on long-term preservation and promotion of existing agricultural use of land including, but not limited to crop production, animal husbandry, dairy production, pasturelands, and similar uses.
20. Objective 3: Increase the use of buffering, cluster development design, or similar practices to minimize the impacts of residential development on agriculture use, and agriculture use on residential development.

Goal A2: Minimize the impacts of feedlots on all existing and future development within the County, and the impacts of all existing and future development on existing feedlots.

Objective 1: Develop setback requirements which provide sufficient space between all new development and all new and existing feedlots.

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

21. Morrison County Comprehensive Plan Goal in Natural Resources & Open Space D3: Protect the quality of surface and ground water within Morrison County through the implementation of the Morrison County Water Plan.
22. The Morrison County Comprehensive Water Plan states for groundwater.

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

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

23. The Morrison County Comprehensive Water Plan states for surface water.
- GOAL: To protect, enhance, and maintain the quality of all surface waters in Morrison County (lakes, rivers, streams, and wetlands)
- Objective A: Reduce impacts of agricultural run-off from feedlots and farming practices.
 Objective B: Ensure that land use decisions for shoreland development take environmental impacts into consideration.
 Objective C: Provide protection and enhancement to the county's high quality lakes, rivers, wetlands.
24. The Morrison County Comprehensive Water Plan states for land use and development.
- GOAL: To ensure that land use decisions are compatible with natural resource protection
- Objective B: Reduce the pressure/impacts of shoreland, rural residential, and marginal land development
 Objective D: Promote storm-water/drainage/floodwaters management
25. The Environmental review conducted by the SWCD
26. A plat map, aerial photos, site photos, soils map, wetland map, well map, contour map, zoning map were presented.
27. 11 notices were sent out regarding this item.
28. Howard and Jackie Braun, neighbor, wrote a letter and was submitted to the Planning and Zoning office prior to the meeting. The letter stated they were not in favor of the proposal due to odor, the existing wetlands nearby and they had a proposed building site nearby that wouldn't meet the County setbacks to this barn if it's built. The letter, in its entirety, was read at the public hearing.
29. Steve Jaeckles, neighbor, stated at the hearing he lives to the west of the proposed barn and sits in the middle of the land application sites. He has concerns about nitrates in his well. He is not for or against the barn because if Bobs land. He also stated he spoke to Howard Braun and he already has power and a well there, which is why he would proposes a house there.
30. David Thommes, neighbor, stated what about the smell from the barn.
31. Commissioner Kevin Maurer, asked how close this barn is the Little Rock Creek
32. Steve Backowski, County Engineer, stated the County Road is a 9 ton road and the additional truck traffic should not be an issue.
33. Staff recommended the following conditions, if approved:
1. Abide by local and state law.
 2. Notify road authority when hauling manure during road restrictions.
 3. Abide by the good neighbor plan.
 4. Inject or incorporate all liquid manure within 48 hours of application.
 5. There shall be an odor mitigating technology used in the swine barn, such as but not limited to, manure pit additives.
 6. Plant and maintain a 50' wide grass buffer around the perimeter of the swine barn for stormwater management and plant and maintain one row of trees per attached drawing within one year of the barn being stocked.
 7. A composting pad made of impervious material (clay, tar or concrete) shall be installed prior to stocking the barn.

The Planning Commission found:

- a. The requested use will not create an unreasonably excessive burden on the existing parks, schools, public roads or other utilities which serve or are proposed to serve the area, because there are no parks or schools nearby, and the roads are suitable for handling the traffic.
- b. The requested use is sufficiently compatible or separated by distance or screening from adjacent agricultural or residentially zoned land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land, because this is agricultural zoned land and there will be screening to help with views from the road.
- c. The structure and the use shall have an appearance that will not have an adverse effect upon adjacent properties, because there are trees around the barn to help with views, it's in an agricultural area and there will be colored steel used.
- d. The requested use, in the opinion of the Planning Commission, is reasonably related to the existing land use and environment, because it is in agricultural area and this is an agricultural use, this will meet all the setbacks to wetland and homes and it will be an engineered manure pit.
- e. The requested use is consistent with the Morrison County Land Use Control Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use because, it is in an agricultural zoned area and this is an agricultural use and it meets the setbacks of the Ordinance.
- f. The requested use is not in conflict with the Morrison County Comprehensive Plan, because the comprehensive plan promotes agriculture in the County.
- g. The existing occupants of nearby structures will not be adversely affected because of intrusion of noise, odor, glare, or general unsightliness, because the conditions allows for vegetation and the structure and odor control measures will help and he made a reasonable effort to talk to his neighbors.

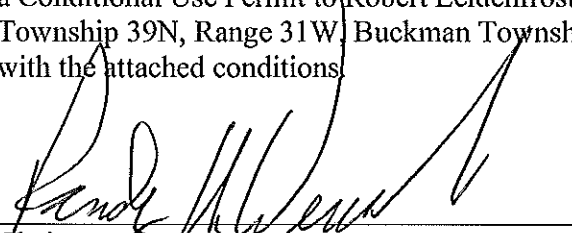
The following conditions were approved by the Planning Commission and were acceptable to the applicant:

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor plan.
4. Inject or incorporate all liquid manure within 48 hours of application.
5. There shall be an odor mitigating technology used in the swine barn, such as but not limited to, manure pit additives.
6. Plant and maintain a 50' wide grass buffer around the perimeter of the swine barn for stormwater management and plant and maintain one row of trees per attached drawing within one year of the barn being stocked.
7. A composting pad made of impervious material (clay, tar or concrete) shall be installed prior to stocking the barn.

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

DECISION

WHEREFORE, the Morrison County Board of Commissioners hereby approves these findings of fact for a Conditional Use Permit to Robert Leidenfrost to erect a Tier III feedlot located in Section 1 and 2, Township 39N, Range 31W, Buckman Township and hereby moves to grant the Conditional Use permit with the attached conditions.



Chairman
Morrison County Board



Clerk
Morrison County Board

Conditions

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor plan.
4. Inject or incorporate all liquid manure within 48 hours of application.
5. There shall be an odor mitigating technology used in the swine barn, such as but not limited to, manure pit additives.
6. Plant and maintain a 50' wide grass buffer around the perimeter of the swine barn for stormwater management and plant and maintain one row of trees per attached drawing within one year of the barn being stocked.
7. A composting pad made of impervious material (clay, tar or concrete) shall be installed prior to stocking the barn.

In the Matter of an Application
by Alan Lanners for a Conditional Use Permit: 04.0464.000

The above application came on for consideration before the Morrison County Board of Commissioners on June 14, 2016. Based upon the application, information received at the public hearing, the recommendations of staff and all files and records relating to the application, the Board makes the following:

FINDINGS OF FACT

1. Alan Lanners is the owner of the property in question. The land is located in Section 132, T.39N, R.30W. Mr. Lanners has applied for a conditional use permit to expand to a tier II beef/poultry feedlot.
2. Sec. 604.5 of the Morrison County Land Use Control Ordinance requires a Conditional Use Permit for tier II feedlots.
3. Five members of the County Board attended the public hearing on May 23, 2016.
4. Mr. Lanners is proposing to construct a new 60 x 624 barn. The new barn will house 50,000 broiler chickens, or 250 animal units. The facility will include a concrete floor.
5. The existing operation is a 60 x 624 total confinement chicken barn with 50,000 broiler chickens for 250 animal units and 76 beef feeders. There is some proposed increase in cattle numbers, but no new lots being created. There are 90 head of beef feeders proposed in total. This brings the total to 531 animal units all combined.
6. Tier II feedlots are allowed to expand up to 650 animal units.
7. The site is located on State Highway 25.
8. Composting was indicated as the primary method of dead animal disposal.
9. There is a manure management plan on file created by Centra Sota. There are 448 acres in the plan and it indicates manure can be applied every two years.
10. All County feedlot setbacks will be met and an OFFSET annoyance-free rating of 99% would be achieved to the nearest neighbor from the chicken barn. The nearest neighbor is 2,490 ft away and the nearest feedlot would be about 3,300 ft away to the east.
11. There is some water quality concerns regarding the crop field used as pasture during winter months. The applicant has agreed to install a 100 x 100 permanent grass buffer where the water flow leaves the field to provide adequate filtration of water coming off the field in spring thaw
12. The applicant has submitted an animal mortality plan, a Morrison County Good Neighbor Plan, and an application for a State feedlot permit.
13. The applicant has been in contact with the DNR regarding the well and it is our understanding that a water appropriations well permit from them is not required at this time.
14. The land the barns will be on is zoned agriculture.

15. Agriculture zoning is the only district where feedlots are allowed. The Morrison County Land Use Ordinance states the purpose of the Agriculture zoning district is to promote and protect areas which have high quality agriculture lands and are essentially rural in nature. Within this district agriculture activities shall be given precedence over other uses.
16. Morrison County Comprehensive Plan Goal in Agriculture A1 : To focus on long-term preservation and promotion of existing agricultural use of land including, but not limited to crop production, animal husbandry, dairy production, pasturelands, and similar uses.
17. Objective 3: Increase the use of buffering, cluster development design, or similar practices to minimize the impacts of residential development on agriculture use, and agriculture use on residential development.

Goal A2: Minimize the impacts of feedlots on all existing and future development within the County, and the impacts of all existing and future development on existing feedlots.

Objective 1: Develop setback requirements which provide sufficient space between all new development and all new and existing feedlots.

Objective 3: Recognize the issues of feedlots and animal confinement areas with other land uses such as residential and commercial development and utilize new and existing controls to minimize conflicts and issues.
18. Morrison County Comprehensive Plan Goal in Natural Resources & Open Space D3: Protect the quality of surface and ground water within Morrison County through the implementation of the Morrison County Water Plan.
19. The Morrison County Comprehensive Water Plan states for groundwater.

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

GOAL 2: Preserve and ensure adequate quantity of the groundwater resources for the citizens and visitors of Morrison County.
20. The Morrison County Comprehensive Water Plan states for surface water.

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

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

Objective B: Ensure that land use decisions for shoreland development take environmental impacts into consideration.

Objective C: Provide protection and enhancement to the county's high quality lakes, rivers, wetlands.
21. The Morrison County Comprehensive Water Plan states for land use and development.

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

Objective B: Reduce the pressure/impacts of shoreland, rural residential, and marginal land development

Objective D: Promote storm-water/drainage/floodwaters management

22. The Environmental review conducted by the SWCD
23. A plat map, aerial photos, site photos, soils map, wetland map, well map, contour map, zoning map were presented.
24. 17 notices were sent out regarding this item.
25. No correspondence was received prior to the hearing.
26. No members of the public spoke at the public hearing.
27. Staff recommended the following conditions, if approved:
 1. Abide by local and state law.
 2. Notify road authority when hauling manure during road restrictions.
 3. Abide by the good neighbor plan.
 4. Plant and maintain a 50' wide grass buffer around the perimeter of the barn for stormwater management, per attached drawing, within one year of the barn being stocked.
 5. Install the required permanent grass buffer for the pasture area as indicated on the attached site map prior to stocking the new barn.

The Planning Commission found:

- a. The requested use will not create an unreasonably excessive burden on the existing parks, schools, public roads or other utilities which serve or are proposed to serve the area, because there are no parks or schools nearby, and the roads are suitable for handling the traffic.
- b. The requested use is sufficiently compatible or separated by distance or screening from adjacent agricultural or residentially zoned land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land, because there is a majority of agricultural land around the barn and no new developing areas area close.
- c. The structure and the use shall have an appearance that will not have an adverse effect upon adjacent properties, because farms are around the area and it meets the setbacks, there will be colored steel and the grass around the barn will make the site look nice.
- d. The requested use, in the opinion of the Planning Commission, is reasonably related to the existing land use and environment, because most of the land around this is agriculture and it is being built with the environment in mind.
- e. The requested use is consistent with the Morrison County Land Use Control Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use because, it is in an agricultural zoned area and this is an agricultural use and it meets the setbacks of the Ordinance.
- f. The requested use is not in conflict with the Morrison County Comprehensive Plan, because the comprehensive plan promotes agriculture in the County and this meets or exceeds the requirements.
- g. The existing occupants of nearby structures will not be adversely affected because of intrusion of noise, odor, glare, or general unsightliness, because it is an agricultural area, there shouldn't be much glare with colored steel, and the OFFSET was at 99% rating to the neighbors.

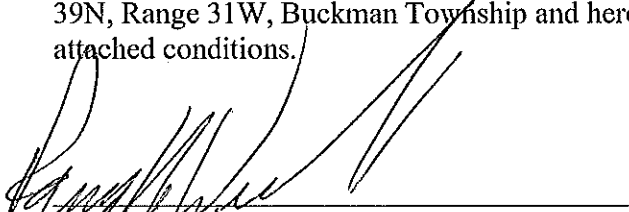
The following conditions were approved by the Planning Commission and were acceptable to the applicant:

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor plan.
4. Plant and maintain a 50' wide grass buffer around the perimeter of the barn for stormwater management, per attached drawing, within one year of the barn being stocked.
5. Install the required permanent grass buffer for the pasture area as indicated on the attached site map prior to stocking the new barn


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

DECISION

WHEREFORE, the Morrison County Board of Commissioners hereby approves these findings of fact for a Conditional Use Permit to Alan Lanners to expand to a Tier II feedlot located in Section 32, Township 39N, Range 31W, Buckman Township and hereby moves to grant the Conditional Use permit with the attached conditions.



Chairman
Morrison County Board



Clerk
Morrison County Board

Conditions

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor plan.
4. Plant and maintain a 50' wide grass buffer around the perimeter of the barn for stormwater management, per attached drawing, within one year of the barn being stocked.
5. Install the required permanent grass buffer for the pasture area as indicated on the attached site map prior to stocking the new barn

NJPA PLANNING AND ZONING SERVICES PROGRAM
PURCHASE OF SERVICE AGREEMENT

This Purchase of Service Agreement (Agreement) is made and entered into effective on the date hereof by and between the County of Morrison (County) with its principal offices located at 213 SE 1st Avenue, Little Falls MN 56345 and National Joint Powers Alliance® (NJPA) (collectively the “Parties”), with its principal offices located at 202 12th Street NE, Staples, Minnesota 56479.

RECITALS

WHEREAS, NJPA is a Minnesota educational service cooperative, created under Minn. Stat. §123A.21, which permits, in part, NJPA to enter into contracts with public and non-profit entities to provide programming and services to meet the objectives of the statute; and

WHEREAS, there has been an increase in the need for planning and zoning services in Region Five; and

WHEREAS the County wishes to purchase planning and zoning services from NJPA; and

WHEREAS NJPA agrees to furnish the various planning and zoning services required by the County.

NOW THEREFORE, in consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I: PURCHASE OF SERVICE

1.1 The County agrees to purchase and NJPA agrees to furnish a Planning and Zoning Specialist, as outlined in Schedule A. All of NJPA’s Planning and Zoning Specialist’s have a Bachelor of Science and several years of planning and zoning experience.

1.1.1 The County, at their discretion, will purchase services to be performed by the Planning and Zoning Specialist who will be employed by NJPA and supervised by Anna Gruber, NJPA Manager of City & County Solutions.

1.1.2 NJPA, as the employer of the Planning and Zoning Specialist, will be responsible for all employment-related expenses of the staff it assigns to the program including salary, benefits, training, secretarial time and ancillary expenses.

1.2 Changes to Scope of Services/Additional Services.

Upon mutual agreement of the parties hereto pursuant to Article VI, Paragraph 6.9 of this Agreement, a change to the scope of services detailed in Exhibit A, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit A, attached hereto, requires additional services by NJPA, NJPA shall be entitled to additional compensation consistent with Article III of this Agreement. NJPA shall give notice to County of any additional services prior to furnishing such additional services. County may request an estimate of additional cost from NJPA, and upon receipt of the request, NJPA shall furnish such cost estimate, prior to County’s authorization of the changed scope of services.

ARTICLE II: NJPA RESPONSIBILITES

- 2.1 NJPA will maintain records according to standards as required by state and federal programs and funding as well as required by the NJPA Records Retention Schedule approved by the Minnesota Historical Society and shall make such records available to other parties for inspection or audit according to the Minnesota Government Data Practices Act and any other applicable state and federal statutes or rules.
- 2.2 NJPA will ensure full compliance with the Minnesota Data Practices Act.
- 2.3 NJPA will employ a Planning and Zoning Specialist. The Planning and Zoning Specialist will perform the duties outlined in Schedule A.

ARTICLE III: COST OF SERVICES

- 3.1 The cost of the services to be provided is outlined in Schedule A.

ARTICLE IV: PAYMENT FOR PURCHASED SERVICES

- 4.1 Invoice. NJPA will submit a monthly invoice to the County.
- 4.2 No fees will be imposed other than those established in this Agreement.
- 4.3 Payment: The County will within thirty (30) days of the date of the invoice, make payment to NJPA.

ARTICLE V: TERM AND TERMINATION

- 5.1 Term.

Unless otherwise terminated, the term of this Agreement will commence on the date hereof and expire three (3) years thereafter, subject to earlier termination in accordance with the provisions of this Agreement.

- 5.2 Termination.

The County and NJPA agree that any party may terminate this Agreement with or without cause, with a thirty (30) day written notice to all parties. The Agreement may also be terminated at any time through written, mutual consent of all parties.

- 5.3 Payment upon Termination

In the event of termination of this Agreement, the County will pay to NJPA all Fees due to NJPA in accordance with this Agreement.

In the event of termination of this Agreement, each Party shall perform its obligations up to and including the effective date of termination.

- 5.4 Rights and Obligations on Termination or Expiration

Upon the expiration of the Term or the termination of this Agreement and in addition to the other obligations of each Party as set forth herein, each Party shall promptly and unconditionally return or cause to be returned to other Party, as the case may be, all data, property, documentation and other materials supplied by or at the direction of one Party to the other Party or to any of its employees or agents.

ARTICLE VI: GENERAL TERMS AND CONDITIONS

6.1 Audit and Record Disclosure.

NJPA will provide requested financial and statistical reports to the County, so long as information contained within said reports is permitted to be disclosed pursuant to the Minnesota Data Practices Act.

6.2 Notices.

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.

Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

- (i) County of Morrison
Address: 213 SE 1st Avenue, Little Falls, MN 56345
Email: amyk@co.morrison.mn.us
Attention: Amy Kowalzek
Telephone: 320-632-0171
Facsimile: NA

- (ii) NJPA
ATTN: Anna Gruber
Address: 202 12th Street Northeast,
PO Box 219
Staples, MN
Zip: 56479
Email: anna.gruber@njpacoop.org
Telephone: 218-895-4135
Fax: 218-894-3045

With a copy to:

NJPA
ATTN: Legal Department
Address: 202 12th Street Northeast,
PO Box 219
Staples, MN
Zip: 56479
Email: misty.myers@njpacoop.org
Telephone: 218-895-4121
Fax: 218-894-3045

6.3 Independent Contractor.

NJPA, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of County for any purpose. No statement contained in this Agreement shall be construed so as to find NJPA to be an employee of County, and NJPA shall not be entitled to any

of the rights, privileges, or benefits of employees of County, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. NJPA acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due NJPA, and that it is NJPA's sole obligation to comply with the applicable provisions of all Federal and State tax laws. NJPA shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. NJPA is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes and paying all other employment tax obligations on their behalf.

6.4 Acceptance of Deliverables.

Each deliverable shall be subject to a verification of acceptability by County to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on County's satisfaction or non-satisfaction with the deliverable based on requirements of this Agreement. If any deliverable is not acceptable, County will notify NJPA specifying reasons in reasonable detail, and NJPA will, at no additional cost, conform the deliverable to stated requirements of this Agreement.

6.5 Subcontracting.

NJPA shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of County. NJPA shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, NJPA must pay all subcontractors, less any retainage, within 10 calendar days of NJPA's receipt of payment from County for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

6.6 Non-Discrimination.

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

6.7 Interest by County Officials.

No elected official, officer, or employee of County shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

6.8 Work Product.

All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Agreement ("Materials") shall become the property of County upon completion of the work. County may use the information for the Project for which they were prepared. Such use by County shall not relieve any liability on the part of NJPA. Notwithstanding any of the foregoing to the contrary; (a) NJPA may reuse standard details of its Materials in the normal course of its business; and (b) County understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If County reuses the Materials for any other purpose, County waives any claims

against NJPA arising from such reuse and agrees to defend and indemnify NJPA from any claims arising from such reuse.

6.9 Assignment.

This Agreement may not be assigned by either Party without the written consent of the other Party.

6.10 Modifications/Amendments.

Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of County and NJPA.

6.11 Records-Availability and Retention.

Pursuant to Minn. Stat. § 16C.05, subd. 5, NJPA agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of NJPA and involve transactions relating to this Agreement. NJPA agrees to maintain these records for a period of six years from the date of termination of this Agreement.

6.12 Force Majeure.

The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.

6.13 Compliance with Laws.

NJPA shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which NJPA is responsible.

6.14 Governing Law.

This Agreement shall be deemed to have been made and accepted in Morrison County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

6.15 Data Practices.

The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, and Section 13.01 et seq.

6.16 No Waiver.

Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

6.17 Patented Devices, Materials and Processes.

If this Agreement requires, or NJPA desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, NJPA shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with County. If no such agreement is made or filed as noted, NJPA shall indemnify and hold harmless County from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Agreement, and shall indemnify and defend County for any costs, liability, expenses and attorney's fees that result from any such infringement.

6.18 Mechanic's Liens.

NJPA hereby covenants and agrees that NJPA will not permit or allow any mechanic's or materialman's liens to be placed on County's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on County's interest, NJPA shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that NJPA may contest any such lien provided NJPA first posts a surety bond, in favor of and insuring County, in an amount equal to 125% of the amount of any such lien.

6.19 Indemnity.

Each party agrees to defend, indemnify and hold the other harmless from any and all claims and demands of members, which may result from the negligence of the other in connection with their duties and responsibilities under this Agreement, unless such action is a result of intentional wrongdoing of the other party. Each party agrees that it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable law.

6.20 Insurance.

NJPA will provide a minimum of one million dollars (\$1,000,000.00) per occurrence in general liability insurance with an excess umbrella coverage of two million dollars (\$2,000,000.00) for the employees involved in the provision of this service.

6.21 Standard of Care.

Services provided by NJPA or its subcontractors and/or sub-consultants under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of NJPA's profession or industry. NJPA shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by

NJPA's breach of this standard of care. NJPA shall put forth reasonable efforts to complete its duties in a timely manner. NJPA shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. NJPA shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

6.22 Voluntary and Knowing Action.

The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents hereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.

6.23 Entire Agreement.

The individuals signing this Agreement hereby represent that they are authorized, on behalf of their respective organizations, to execute this Agreement and the Agreement contains the entire understanding between the Parties concerning the subject matter.

6.24 Severability.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

6.25 Headings and Captions.

Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

6.26 Survivability.

All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of County and NJPA arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration

6.28 Recitals and Schedules

The Parties hereby confirm and ratify the matters contained and referred to in the Recitals and this Agreement and agree that it and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement, notwithstanding that such Schedules may not be expressly referred to herein. If a conflict arises between any provision contained in this Agreement and any provision contained in any of the schedules hereto, the provisions of this Agreement shall prevail.

The Schedules to this Agreement are as follows:

Schedule "A" - Cost and Delivery of Services

6.29 Authorized Signatories.

The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

ARTICLE VII: AGREEMENT

IN WITNESS THEREOF, the County and NJPA have executed this Agreement as of the date hereof.

National Joint Powers Alliance®

Morrison County

By _____

By 

Authorized Signature-Signed

Authorized Signature-Signed

By _____

By Amy J. Kowalzek

Name-Printed

Name-Printed

Title _____

Title Planning + Zoning Administrator

Date _____

Date 6-14-16

SCHEDULE A

Cost and Delivery of Services

<u>Service</u>	<u>Time Requested and Billable Hours Allowed</u>
1.	Up to 40 hours per week @ \$45 per hour
2.	___ hours @ \$ ___ per hour
3.	___ hours @ \$ ___ per hour

Additional Conditions: Maximum of 40 Hours a week, at the discretion of NJPA Planning and Zoning Specialist per their availability to Meet County's needs and other contracted communities needs within Region Five. NJPA agrees to provide a minimum of 15 hours per week. County agrees to provide vehicle, mileage, and office supplies related to feedlot inspections.

Any other projects not defined above will need prior written approval by both parties to determine timeline and billable hours required to complete.

**ORDER FORM BETWEEN
PICTOMETRY INTERNATIONAL CORP. (“Pictometry”) AND
MINNESOTA COUNTIES COMPUTER COOPERATIVE (“MCCC”) AND MORRISON COUNTY,
MN (“PARTICIPATING USER”)**

1. This order form (“Order Form”) is entered into pursuant to the Master Products Agreement between Pictometry and MCCC dated August 3, 2015 (“Master Products Agreement”).
2. This Order Form consists of the following:
Section A: Product Descriptions, Prices and Payment Terms
Sector Map
3. Participating User hereby agrees to the terms and conditions of this Order Form and the Master Products Agreement, including but not limited to, the Pictometry License Terms as defined and set forth in the Master Products Agreement.
4. MCCC hereby agrees to pay the Fees specified in Section A of this Order Form in accordance with the stated payment terms and accepts and agrees to abide by the terms and conditions of this Order Form and the Master Products Agreement.
5. **Shared Sectors.**
 - A. Participating User is sharing the cost of 101 sectors of imagery as reflected in Section A with Todd County, MN, Benton County, MN and Mille Lacs County, MN (the “Shared Sectors”). As such, the full price of \$7,575.00(\$75.00 x 101 Shared Community Sectors) (the “Full Price”) shall be discounted for Participating User to \$3,787.50 (\$37.50 x 101 Shared Community Sectors) for each Project.
 - B. The Full Price of the Shared Sectors for each Project shall immediately become due and payable by MCCC to Pictometry if any of the following events occur:
 - i. Todd County, MN, Benton County, MN or Mille Lacs County, MN fails to enter into an agreement for the Shared Sectors with Pictometry by December 1, 2016;
 - ii. Todd County, MN, Benton County, MN or Mille Lacs County, MN is in default, beyond any applicable cure period, under the terms and conditions of its agreement with Pictometry; or
 - iii. Todd County, MN, Benton County, MN or Mille Lacs County, MN terminates their applicable agreement or fails to proceed with a Project and Pictometry has not been fully compensated for the Shared Sectors.
6. **Non-appropriation of Funds.**

Notwithstanding anything herein to the contrary, in the event that the funds due for the Second Project and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

 - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the Second Project;
 - b. This Agreement shall remain in full force and effect, however commencement of the Second Project shall be deemed postponed until such time as funds for the Second Project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In

the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

7. In consideration of, and subject to, payment by MCCC of the Fees specified in Section A of this Order Form, Pictometry agrees to provide Participating User with access to and use of the products specified in Section A of this Order Form, subject to the terms and conditions set forth in this Order Form and the Master Products Agreement.

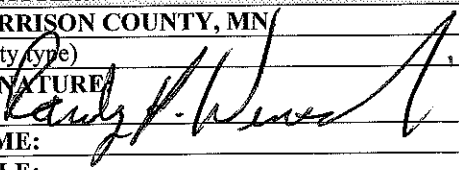
8. All notices under this Order Form shall be in writing and shall be sent to the following respective addresses:

PARTICIPATING USER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
213 S.E. First Avenue	100 Town Centre Drive, Suite A
Little Falls, Minnesota 56345	Rochester, NY 14623
Attn: Brad Bolton, GIS Specialist	Attn: Contract Administration
Phone: (320) 631-0834 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098
MCCC NOTICE ADDRESS	
100 Empire Drive, Suite 201	
Saint Paul, MN 55103	
Attn: Lisa Meredith, Executive Director	
Phone: (651) 917-6996	

The parties may change their respective notice address by giving written notice of such change to the other parties at the other parties' then-current notice address.

This Order Form shall become effective upon execution by duly authorized officers of MCCC, Participating User and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

MCCC	PICTOMETRY
MINNESOTA COUNTIES COMPUTER COOPERATIVE	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)
PARTICIPATING USER	
MORRISON COUNTY, MN	
(entity type)	
SIGNATURE: 	
NAME:	
TITLE:	
DATE:	

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 100 Town Centre Drive, Suite A
 Rochester, NY 14623

Order #
C186518

Bill To
Minnesota Counties Computer Cooperative (MCCC)
Lisa Meredith
MCCC Executive Director
100 Empire Drive, Suite 201
Saint Paul, MN 55103
(651) 917-6996
lisa@mnccc.org

Ship To
Morrison County, MN
Brad Bolton
GIS Specialist
213 S.E. First Avenue
Little Falls, Minnesota 56345
(320) 631-0834
bradb@co.morrison.mn.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A116712	DLars	Triennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
1051	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$67.50 (10%)	\$70,942.50
50	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$405.00 (10%)	\$20,250.00
1152	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$5.00 (50%)	\$5,760.00
101	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$37.50 (50%)	\$3,787.50
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s)	\$1,500.00		\$1,500.00
1152	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$576.00
1102	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$551.00
50	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	\$10.00 (50%)	\$500.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
50	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$100.00

50	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$100.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
SUBTOTAL – FIRST PROJECT					\$104,266.00

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
1051	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$67.50 (10%)	\$70,942.50
50	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$405.00 (10%)	\$20,250.00
1152	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$5.00 (50%)	\$5,760.00
101	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$37.50 (50%)	\$3,787.50
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s)	\$1,500.00		\$1,500.00
1152	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$576.00
1102	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$551.00
50	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	\$10.00 (50%)	\$500.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
50	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide	\$2.00		\$100.00

		mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.			
50	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$100.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
SUBTOTAL – SECOND PROJECT					\$104,266.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$208,532.00
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¹Amount per product = ((1-Discout %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Order Form ("Fees") are expressed in United States dollars and do not include any applicable duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by MCCC, shall be paid by MCCC to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Order Form (and not subject to a good faith dispute by MCCC or any Participating User) are not paid within forty five (45) days following the invoice due date, such unpaid amounts shall accrue, and MCCC shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, MCCC shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Order Form including, but not limited to, reasonable attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$8,818.15
Due at Initial Shipment of Imagery	\$26,454.51
Due at First Anniversary of Shipment of Imagery	\$33,746.67
Due at Second Anniversary of Shipment of Imagery	\$33,746.67
Due at Activation of Online Services	\$1,500.00
Total Payments	\$104,266.00

SECOND PROJECT

Due at Initial Shipment of Imagery	\$35,272.66
Due at First Anniversary of Shipment of Imagery	\$33,746.67
Due at Second Anniversary of Shipment of Imagery	\$33,746.67
Due at Activation of Online Services	\$1,500.00
Total Payments	\$104,266.00

PRODUCT PARAMETERS

IMAGERY – FIRST PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: Pictometry on File – Statewide LiDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: Pictometry on File – Statewide LiDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: Pictometry on File – Statewide LIDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – SECOND PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: Pictometry on File – Statewide LIDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: Pictometry on File – Statewide LIDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: Pictometry on File – Statewide LIDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Standard Ortho Mosaic Products: Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT – FIRST PROJECT

Product: Pictometry Connect - CA - 50
Admin User: Brad Bolton
Admin User Email: bradb@co.morrison.mn.us
Requested Activation: At Signing
Special Instructions:

CONNECT – SECOND PROJECT

Product: Pictometry Connect - CA - 50
Admin User: Brad Bolton
Admin User Email: bradb@co.morrison.mn.us
Requested Activation: At Signing
Special Instructions:

CONNECT: GEOFENCES – FIRST PROJECT

Geofence: MN Morrison (Primary)
Geofence: MN Benton
Geofence: MN Crow Wing
Geofence: MN Mille Lacs
Geofence: MN Todd

CONNECT: GEOFENCES – SECOND PROJECT

Geofence: MN Morrison (Primary)
Geofence: MN Benton
Geofence: MN Crow Wing
Geofence: MN Mille Lacs
Geofence: MN Todd

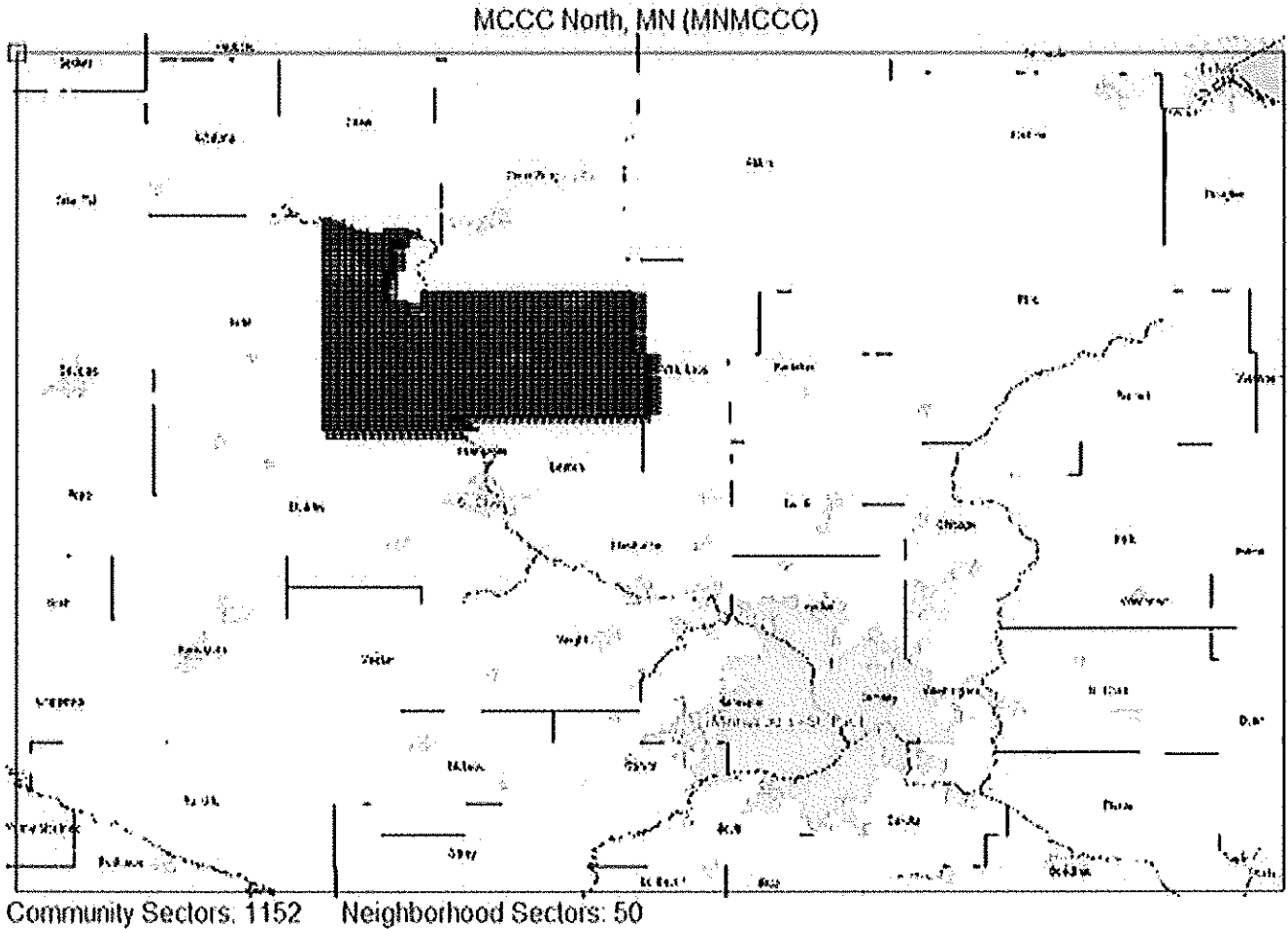
Economic Alliance Partnership (EAP)

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for the EAP program:
 - **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)

- B. **Software – Use of Pictometry Change Analysis™** – Pictometry’s EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.

SECTOR MAP



**MORRISON COUNTY
REQUEST FOR BOARD ACTION**

REQUESTED BOARD DATE: **June 14, 2016**

ORIGINATING DEPARTMENT: **ASSESSOR'S OFFICE**

PRESENTER: **Glen A. Erickson**

ITEM (as appears on agenda): **ASSESSOR'S REPORT (ABATEMENTS)**

BOARD ACTION:

Request approval of the attached Abstract of Tax Abatements dated June 14, 2016.

BACKGROUND INFORMATION:

See attached.

Additional information attached: No or Yes

ABSTRACT OF TAX ABATEMENTS

June 14, 2016

1. JULIE M BRITZ, Parcel Number 05.0275.000, Buh Township

An incorrect acreage was entered in CAMA and resulted in the parcel being overvalued for taxes payable in 2015 & 2016. Correcting the taxes payable in **2015**, would decrease the taxes from \$442.00 to approximately \$392.00, a decrease of \$50.00. Correcting the taxes payable in **2016**, would decrease the taxes from \$446.00 to approximately \$398.00, a decrease of \$48.00. This will be corrected for the 2016 assessment, taxes payable 2017. **Amount of Credit: \$98.00. Recommend Approval.**

2. NATURE CONSERVANCY, Parcel Number 25.0071.000, Rail Prairie/Scandia Valley Township

This parcel should have been split classified as Exempt (land) and Seasonal Recreational Residential Non-Homestead (improvements) for taxes payable in 2016 since the Nature Conservancy owned the parcel prior to January 2, 2015 and improvements were not removed until April 2015. Correcting the taxes payable in 2016, would decrease the taxes from \$2,970.00 to approximately \$808.00, a decrease of \$2,162.00. This will be corrected for the 2016 assessment, taxes payable 2017. **Amount of Credit: \$2,162.00. Recommend Approval.**

3. CHRIS HOHEISEL, Parcel Number 42.0416.000, Pierz City

This parcel should have been classified as Residential Homestead for taxes payable in 2016. Correcting the taxes payable in 2016, would decrease the taxes from \$1,548.00 to approximately \$1,212.00, a decrease of \$336.00. This will be corrected for the 2016 assessment, taxes payable 2017. **Amount of Credit: \$336.00. Recommend Approval.**

Abstract of Tax Abatements (Continued)

Page 2

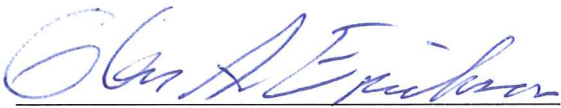
June 14, 2016

NOTE: Minnesota Statutes 1988, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both"

Tax is Paid
 Tax is Not Paid

REPORT OF INVESTIGATION

After examining the applicants' claims, I have carefully investigated these applications and find the facts as stated above.



Signature of Investigator

June 14, 2016

Date

CERTIFICATIONS OF APPROVAL

NOTE: For these abatements to be approved, the assessor, county auditor and the county board of commissioners must all favorably recommend their adoption.

ASSESSOR'S RECOMMENDATION (County Assessor or City Assessor in certain cities)

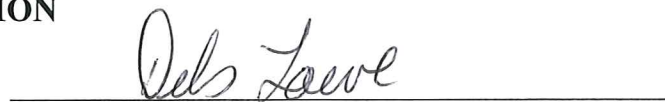
Approved Denied



Assessor's Signature

COUNTY AUDITOR'S RECOMMENDATION

Approved Denied



Auditor's Signature

Abstract of Tax Abatements (Continued)

Page 3

June 14, 2016

COUNTY BOARD OF COMMISSIONER'S ACTION (To be completed by county auditor)

XX Approved _____ Denied

I certify that at a meeting held June 14, 2016 the County Board, took the above official action on these abatements. This action was duly adopted and entered upon the minutes of its proceedings as a public record, showing the names of taxpayers, other concerned persons and the amounts involved.

Debs Lowe

Signature of County Auditor

6/14/16

Date

**MORRISON COUNTY BOARD OF APPEAL AND EQUALIZATION
MINUTES FOR JUNE 13, 2016
PAGE 1 OF 2**

The meeting was held in the County Board Room, Government Center, Little Falls, MN.

The meeting was called to order at 5:00 p.m. by Commissioner Randy Winscher.

Members present: Commissioners Randy Winscher, Kevin Maurer, Jeffrey Jelinski, Duane Johnson, and Auditor Deb Lowe.

Staff present: Glen Erickson, Julie Shelstad, Mike Trettel, Jean Popp, Jason Jorgensen, Scott Hanfler, and Mic Wetzell Jr.

Others present: Teresa Floersheim-Miller, Marvin Miller, Ronald Rinkel, and Ralph Rinkel

REVIEW OF PROPERTY ASSESSMENTS:

TERESA FLOERSHEIM, Little Falls Township, 16.0356.000

The property was appealed by the Assessor's Office as a recommendation for a reduction of the 2016 estimated market value to the Little Falls Town Board. However, the Little Falls Town Board denied the recommendation. The 2016 estimated market value is currently \$247,200 and is classified as 50% Agricultural Homestead and 50% Agricultural Non-Homestead. The property owner feels her value is too high due to roof and rafter structural issues, leaky roof and condition of the windows. A motion was made by Commissioner Johnson, seconded by Commissioner Jelinski, and carried unanimously to reduce the 2016 estimated market value from \$247,200 to \$228,000, a reduction of \$19,200.

RONALD N RINKEL, Lakin Township, 14.0038.000, 14.0039.001& 14.0040.000

A representative appealed the 2016 estimated market values to the Lakin Town Board, but no changes were made at that time. The 2016 estimated market value on Parcel No. **14.0038.000** is \$316,600. The 2016 estimated market value on Parcel No. **14.0039.001** is \$76,500. The 2016 estimated market value on Parcel No. **14.0040.000** is \$68,600. All parcels are currently classified as Agricultural Homestead. The property owner feels his land is overvalued in comparison to the neighboring township in Mille Lacs County and since there are only a few sales in the jurisdiction. A motion was made, by Commissioner Maurer, seconded by Commissioner Jelinski, and carried unanimously to make no changes to the 2016 estimated market value.

MORRISON COUNTY BOARD OF APPEAL AND EQUALIZATION
MINUTES FOR JUNE 13, 2016
PAGE 2 OF 2

REVIEW OF PROPERTY ASSESSMENTS, CONTINUED:

RALPH W & NANCY A RINKEL, Lakin Township, 14.0032.000, 14.0034.000, 14.0035.000 & 14.0039.000

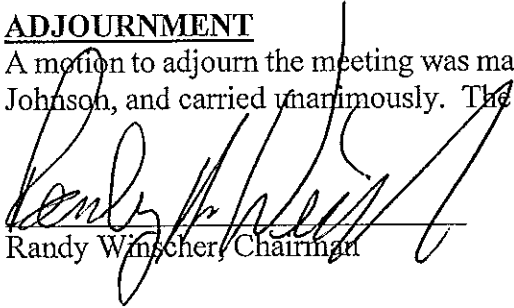
The property owner appealed the 2016 estimated market values to the Lakin Town Board, but no changes were made at that time. The 2016 estimated market value on Parcel No. **14.0032.000** is \$75,000 and is split classified as Agricultural Homestead & Rural Vacant Land Homestead. The 2016 estimated market value on Parcel No. **14.0034.000** is \$59,300 and is split classified as Agricultural Homestead & Rural Vacant Land Homestead. The 2016 estimated market value on Parcel No. **14.0035.000** is \$86,400 and is split classified as Agricultural Homestead & Rural Vacant Land Homestead. The 2016 estimated market value on Parcel No. **14.0039.000** is \$147,900 and is classified as Agricultural Homestead. The property owner feels his land is overvalued in comparison to the neighboring township in Mille Lacs County and since there are only a few sales in the jurisdiction. A motion was made by Commissioner Johnson, seconded by Commissioner Maurer, and carried unanimously to make no changes to the 2016 estimated market value.


ABSTRACT OF ASSESSOR'S RECOMMENDATIONS:

NONE

ADJOURNMENT

A motion to adjourn the meeting was made by Commissioner Jelinski, seconded by Commissioner Johnson, and carried unanimously. The Chairman declared the meeting adjourned at 5:41 p.m.


Randy Winscher, Chairman


Julie Shelstad, Clerk

HARD LIQUOR RENEWALS

APPLICANT		ESTABLISHMENT	WINE	ON	SUN	OFF
VANESSA RAE POPP	dba	BOOMERANG BAR		X	X	X
THE CANTEEN SUPPER CLUB, INC	dba	CANTEEN SUPPER CLUB		X	X	X
SANDSTROM, INC	dba	CASTAWAY BAR & GRILL		X	X	X
EAGLES LANDING GOLF CLUB, INC	dba	EAGLES LANDING GOLF CLUB		X	X	
FALLS BALLROOM, INC	dba	FALLS BALLROOM	X			
RUDY BJERGA	dba	FRIENDLY INN		X	X	X
RUSSELL HOLEWA	dba	GRUB & PUB		X	X	X
HITCHIN RAIL, INC.	dba	HITCHIN RAIL		X	X	X
LANDING AT LAKE ALEXANDER, LLC	dba	LANDING AT LAKE ALEXANDER		X	X	X
LAURIE'S LAKESIDE, INC	dba	LAURIE'S LAKESIDE		X	X	X
MAIN GATE BAR & GRILL, LLC	dba	MAIN GATE BAR & GRILL		X	X	
ARLEN SWANSON	dba	RAMEY STORE				X
RICE CREEK HUNTING & REC., INC	dba	RICE CREEK	X			
RIDGE RIB & STEAKHOUSE, INC	dba	RIDGE RIB & STEAKHOUSE		X	X	
STONE HILL BAR & GRILL, INC	dba	STONE HILL BAR & GRILL		X	X	X
BROTHERS PORKY PINE BAR & GRILL, INC	dba	THE BROTHERS PORKY PINE BAR & GRILL		X	X	X
MICHAEL & DEBRA CYRUS	dba	THE LOONY BEND		X	X	X
WESTERN LIQUORS, INC	dba	WESTERN LIQUORS		X	X	X
BRADLEY & ANN PETERSON	dba	12 MILE TAVERN		X	X	X
AUTUMN ANTLERS TROPHY WHITETAIL LODGE, INC	dba	AUTUMN ANTLERS TROPHY WHITETAIL LODGE		X	X	
LINCOLN LAKES LIQUORS, LLC	dba	LINCOLN LAKES LIQUORS				X
CAMP RIPLEY GAS & GROCERY, INC	dba	RIPLEY 1 STOP				X

NON-INTOXICATING LIQUOR RENEWALS (3.2)

			ON	OFF
BRADLEY & ANN PETERSON	dba	12 MILE TAVERN		X
RICHARD AUGER	dba	AUGER'S RESORT, INC	X	X
TIMOTHY R. HEALY	dba	BEAR TRAX STORE & HARDWARE		X
FALLS BALLROOM, INC	dba	FALLS BALLROOM, INC	X	
RUDY BJERGA	dba	FRIENDLY INN		X
SHAWN JANSON	dba	GENOLA ATHLETIC CLUB	X	
RICHARD GOTVALD	dba	GOTVALD ENTERPRISES, INC		X
RUSSELL HOLEWA	dba	GRUB & PUB		X
LINCOLN GAS & BAIT, INC	dba	LINCOLN GAS & BAIT, INC		X
ARLEN MARLO SWANSON	dba	RAMEY STORE	X	X
LYNDEN CARTER	dba	SHAMINEAU ACRES RESORT	X	X
ST JOSEPH CHURCH OF MORRILL	dba	ST JOSEPH CHURCH OF MORRILL	X	

RESOLUTION # 2016-049

Certificate of Project Completion and Acceptance by County Board.

Contract No. 261
Project No. CP 049-039-015
Class of Work: Tight Paving Overlay
Location: CSAH 39 From TH 25 to CSAH 33

WHEREAS: A Contract Agreement for County Projects was made between the County of Morrison and Tri-City Paving, Inc., of Little Falls, Minnesota, and

WHEREAS: All the necessary work and labor has been performed for the completion of said Project, and

WHEREAS: The Morrison County Commissioners of the districts where the project is located has made a final Inspection of said Project, and

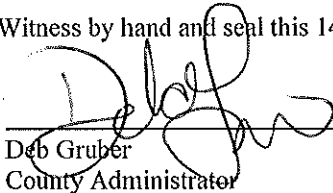
WHEREAS: The Morrison County Engineer recommends final acceptance of said Project.

NOW, THEREFORE, BE IT RESOLVED: The Morrison County Board of Commissioners do hereby certify that the work has been properly completed and is hereby accepted.

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 14th day of June, 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 14th day of June, 2016.


Deb Gruber
County Administrator

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

RESOLUTION # 2016-046

Certificate of Project Completion and Acceptance by County Board.

Contract No. 261
Project No. CP 049-249-015
Class of Work: Culvert Replacement
Location: CR 249

WHEREAS: A Contract Agreement for County Projects was made between the County of Morrison and Tri-City Paving, Inc., of Little Falls, Minnesota, and

WHEREAS: All the necessary work and labor has been performed for the completion of said Project, and

WHEREAS: The Morrison County Commissioners of the districts where the project is located has made a final Inspection of said Project, and

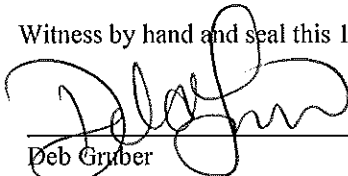
WHEREAS: The Morrison County Engineer recommends final acceptance of said Project.

NOW, THEREFORE, BE IT RESOLVED: The Morrison County Board of Commissioners do hereby certify that the work has been properly completed and is hereby accepted.

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 14th day of June, 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 14th day of June, 2016.



Deb Gruber
County Administrator

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

RESOLUTION # 2016-017

Certificate of Project Completion and Acceptance by County Board.

Contract No. 261
Project No. CP 049-250-015
Class of Work: Culvert Replacement
Location: CR 250

WHEREAS: A Contract Agreement for County Projects was made between the County of Morrison and Tri-City Paving, Inc., of Little Falls, Minnesota, and

WHEREAS: All the necessary work and labor has been performed for the completion of said Project, and

WHEREAS: The Morrison County Commissioners of the districts where the project is located has made a final Inspection of said Project, and

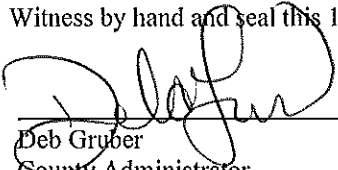
WHEREAS: The Morrison County Engineer recommends final acceptance of said Project.

NOW, THEREFORE, BE IT RESOLVED: The Morrison County Board of Commissioners do hereby certify that the work has been properly completed and is hereby accepted.

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 14th day of June, 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 14th day of June, 2016.



Deb Gruber
County Administrator

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

RESOLUTION # 2016-048

Certificate of Project Completion and Acceptance by County Board.

Contract No. 261
Project No. CP 049-251-015
Class of Work: Culvert Replacement
Location: CR 251

WHEREAS: A Contract Agreement for County Projects was made between the County of Morrison and Tri-City Paving, Inc., of Little Falls, Minnesota, and

WHEREAS: All the necessary work and labor has been performed for the completion of said Project, and

WHEREAS: The Morrison County Commissioners of the districts where the project is located has made a final Inspection of said Project, and

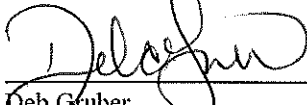
WHEREAS: The Morrison County Engineer recommends final acceptance of said Project.

NOW, THEREFORE, BE IT RESOLVED: The Morrison County Board of Commissioners do hereby certify that the work has been properly completed and is hereby accepted.

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 14th day of June, 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 14th day of June, 2016.



Deb Gruber
County Administrator

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

RESOLUTION # 2016-049

Certificate of Project Completion and Acceptance by County Board.

Contract No. 261
Project No. CP 049-255-015
Class of Work: Tight Pave and Bituminous Overlay
Location: CR 255 From TH 27 to CR 253

WHEREAS: A Contract Agreement for County Projects was made between the County of Morrison and Tri-City Paving, Inc., of Little Falls, Minnesota, and

WHEREAS: All the necessary work and labor has been performed for the completion of said Project, and

WHEREAS: The Morrison County Commissioners of the districts where the project is located has made a final Inspection of said Project, and


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

NOW, THEREFORE, BE IT RESOLVED: The Morrison County Board of Commissioners do hereby certify that the work has been properly completed and is hereby accepted.

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 14th day of June, 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 14th day of June, 2016.



Deb Gruber
County Administrator

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

RESOLUTION # 2016-05D

Certificate of Project Completion and Acceptance by County Board.

Contract No. 261
Project No. CP 049-278-012
Class of Work: Tight Paving and Bituminous Overlay
Location: CR 278 From TH 25 to CSAH 23

WHEREAS: A Contract Agreement for County Projects was made between the County of Morrison and Tri-City Paving, Inc., of Little Falls, Minnesota, and

WHEREAS: All the necessary work and labor has been performed for the completion of said Project, and

WHEREAS: The Morrison County Commissioners of the districts where the project is located has made a final Inspection of said Project, and

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

NOW, THEREFORE, BE IT RESOLVED: The Morrison County Board of Commissioners do hereby certify that the work has been properly completed and is hereby accepted.

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 14th day of June, 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 14th day of June, 2016.



Deb Gruber
County Administrator

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

RESOLUTION #2016-051

Certificate of Project Completion and Acceptance by County Board.

Contract No. 261
Project No. SAP 049-598-028
Class of Work: Culvert Replacement
Location: CR 236 Over Little Rock Creek

WHEREAS: A Contract Agreement for County Projects was made between the County of Morrison and Tri-City Paving, Inc., of Little Falls, Minnesota, and

WHEREAS: All the necessary work and labor has been performed for the completion of said Project, and

WHEREAS: The Morrison County Commissioners of the districts where the project is located has made a final Inspection of said Project, and

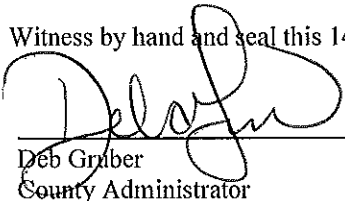
WHEREAS: The Morrison County Engineer recommends final acceptance of said Project.

NOW, THEREFORE, BE IT RESOLVED: The Morrison County Board of Commissioners do hereby certify that the work has been properly completed and is hereby accepted.

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 14th day of June, 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 14th day of June, 2016.



Deb Gruber
County Administrator

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

RESOLUTION # 2016-052

Certificate of Project Completion and Acceptance by County Board.

Contract No. 261
Project No. SAP 049-623-013
Class of Work: Tight Paving and Bituminous Overlay
Location: CSAH 23 From CSAH 39 to TH 27

WHEREAS: A Contract Agreement for County Projects was made between the County of Morrison and Tri-City Paving, Inc., of Little Falls, Minnesota, and

WHEREAS: All the necessary work and labor has been performed for the completion of said Project, and

WHEREAS: The Morrison County Commissioners of the districts where the project is located has made a final Inspection of said Project, and

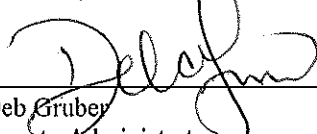
WHEREAS: The Morrison County Engineer recommends final acceptance of said Project.

NOW, THEREFORE, BE IT RESOLVED: The Morrison County Board of Commissioners do hereby certify that the work has been properly completed and is hereby accepted.

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 14th day of June, 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 14th day of June, 2016.



Deb Gruber
County Administrator

Commissioner	Yes	No	Abs	Mot	2nd
Jelinski	✓				
Johnson					✓
Winscher	✓				
Wilson			✓		
Maurer				✓	

RESOLUTION # 2016-053

Certificate of Project Completion and Acceptance by County Board.

Contract No. 261
Project No. SAP 049-625-005
Class of Work: Mill, Tight Paving and Bituminous Overlay
Location: CSAH 25 From CSAH 21 to CSAH 26

WHEREAS: A Contract Agreement for County Projects was made between the County of Morrison and Tri-City Paving, Inc., of Little Falls, Minnesota, and

WHEREAS: All the necessary work and labor has been performed for the completion of said Project, and

WHEREAS: The Morrison County Commissioners of the districts where the project is located has made a final Inspection of said Project, and

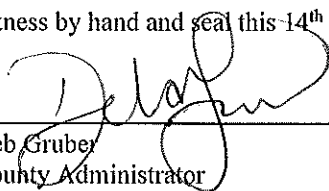
WHEREAS: The Morrison County Engineer recommends final acceptance of said Project.

NOW, THEREFORE, BE IT RESOLVED: The Morrison County Board of Commissioners do hereby certify that the work has been properly completed and is hereby accepted.

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 14th day of June, 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 14th day of June, 2016.



Deb Gruber
County Administrator

Commissioner	Yes	No	Abs	Mot	2nd
Jelinski	✓				
Johnson					✓
Winscher	✓				
Wilson			✓		
Maurer				✓	

RESOLUTION # 2016-054

Certificate of Project Completion and Acceptance by County Board.

Contract No. 261

Project No. SAP 049-633-009

Class of Work: Shoulder Widening and Culvert Replacements

Location: CSAH 33 From Benton CSAH 6 to CSAH 39

WHEREAS: A Contract Agreement for County Projects was made between the County of Morrison and Tri-City Paving, Inc., of Little Falls, Minnesota, and

WHEREAS: All the necessary work and labor has been performed for the completion of said Project, and

WHEREAS: The Morrison County Commissioners of the districts where the project is located has made a final Inspection of said Project, and

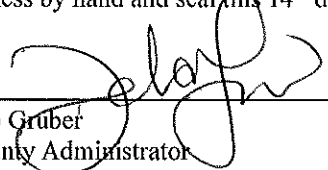
WHEREAS: The Morrison County Engineer recommends final acceptance of said Project.

NOW, THEREFORE, BE IT RESOLVED: The Morrison County Board of Commissioners do hereby certify that the work has been properly completed and is hereby accepted.

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 14th day of June, 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 14th day of June, 2016.



Deb Gruber
County Administrator

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

RESOLUTION # 2016-055

Certificate of Project Completion and Acceptance by County Board.

Contract No. 261
Project No. SAP 049-652-008
Class of Work: Tight Paving and Bituminous Overlay
Location: CSAH 52 From CSAH 26 to Greenwood Rd

WHEREAS: A Contract Agreement for County Projects was made between the County of Morrison and Tri-City Paving, Inc., of Little Falls, Minnesota, and

WHEREAS: All the necessary work and labor has been performed for the completion of said Project, and

WHEREAS: The Morrison County Commissioners of the districts where the project is located has made a final Inspection of said Project, and

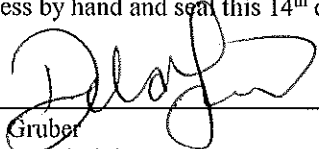
WHEREAS: The Morrison County Engineer recommends final acceptance of said Project.

NOW, THEREFORE, BE IT RESOLVED: The Morrison County Board of Commissioners do hereby certify that the work has been properly completed and is hereby accepted.

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 14th day of June, 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 14th day of June, 2016.



Deb Gruber
County Administrator

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

RESOLUTION # 2016-56

Certificate of Project Completion and Acceptance by County Board.

Contract No. 261
Project No. Parking Lot
Class of Work: Bituminous Pavement Replacement
Location: Morrison County Maintenance Facility Parking Lot in Pierz

WHEREAS: A Contract Agreement for County Projects was made between the County of Morrison and Tri-City Paving, Inc., of Little Falls, Minnesota, and

WHEREAS: All the necessary work and labor has been performed for the completion of said Project, and

WHEREAS: The Morrison County Commissioners of the districts where the project is located has made a final Inspection of said Project, and

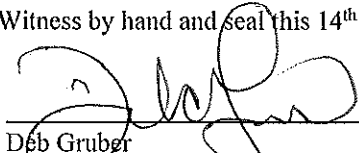
WHEREAS: The Morrison County Engineer recommends final acceptance of said Project.

NOW, THEREFORE, BE IT RESOLVED: The Morrison County Board of Commissioners do hereby certify that the work has been properly completed and is hereby accepted.

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 14th day of June, 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 14th day of June, 2016.



Deb Gruber
County Administrator

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

Contract Number	Road Number	Location	Contractor	Type of Work	Project Number	Commissioner District
261	39	Patches	Tri-City	Tight Pave	049-039-015	4
261	249	Unnamed Ditch	Tri-City	Culvert Replacement	049-249-015	4
261	250	Unnamed Ditch	Tri-City	Culvert Replacement	049-250-015	4
261	251	Unnamed Ditch	Tri-City	Culvert Replacement	049-251-015	4
261	255	From TH 27 to CR 253	Tri-City	Tight Pave & Overlay	049-255-015	4
261	278	From TH 25 to TH 27	Tri-City	Tight Pave & Overlay	049-278-012	2
261	236	Little Rock Creek	Tri-City	Pipe Replacement	049-598-028	4
261	23	From CSAH 39 to TH 27	Tri-City	Tight Pave & Overlay	049-623-013	2, 4
261	25	From CSAH 21 to CSAH 26	Tri-City	Mill, Tight Pave &	049-625-005	5
261	33	From 173rd St to CSAH 39	Tri-City	Pipe	049-633-009	4
261	52	From CSAH 26 to	Tri-City	Tight Pave & Overlay	049-652-008	5
261	-	Pierz County Shop	Tri-City	Bituminous Surfacing	Pierz Shop	4

Central Minnesota Housing Partnership # 2016-057
As Designated Administrative Body For The
Rental Rehabilitation Deferred Loan Program

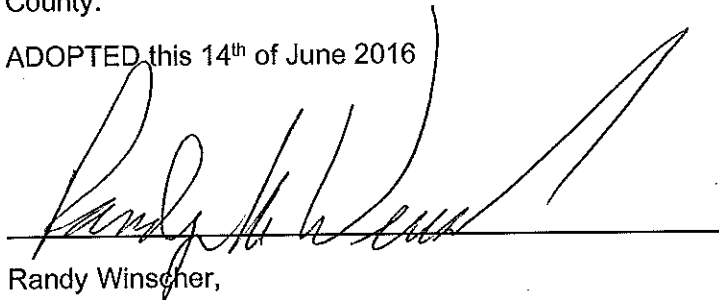
WHEREAS, Morrison County has made significant progress in meeting the need for housing rehabilitation in the cities and rural areas of the county, and

WHEREAS, an unmet need remains for the repair and rehabilitation of rental housing units and

WHEREAS, the Rental Rehabilitation Deferred Loan Program sponsored by Minnesota Housing (MHFA) May provide a means for rehabilitating rental housing units in Morrison County.

NOW THEREFORE BE IT RESOLVED that the Central Minnesota Housing Partnership is hereby designated as the administrative body for implementing this program in Morrison County.

ADOPTED this 14th of June 2016

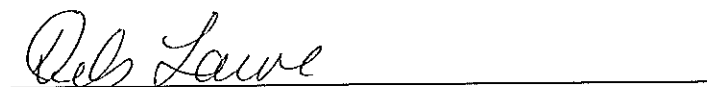


Randy Winscher,

Morrison County Board Of Commissioners Chairperson

CERTIFICATION

I hereby certify that the above is true and correct a copy of a Resolution duly passed, adopted, and approved by the Morrison County Board of Commissioners on June 14th 2016



Deb Lowe,

Morrison County Auditor/ Treasurer

RESOLUTION #2016-058

CLOSED EXECUTIVE SESSION
LABOR NEGOTIATIONS

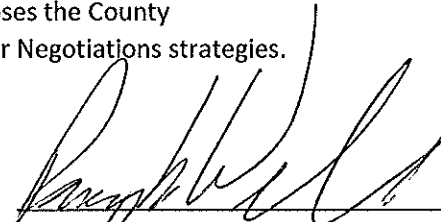
WHEREAS, Morrison County wishes to negotiate with various Labor Unions representing Morrison County employees on insurance issues resulting from recent insurance RFP;

WHEREAS, pursuant to Minnesota Statute Section 13D.03, Subd. 1(b), the County Board by resolution may close a meeting to discuss Labor Negotiations strategies;


NOW THEREFORE, be it resolved:

The Morrison County Board of Commissioners hereby closes the County Board meeting on June 14, 2016 in order to discuss ongoing Labor Negotiations strategies.

Date: June 14, 2016



Chair, Morrison County
Board of Commissioners



Clerk