



# MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

AUGUST 23, 2016

Page 1 of 3

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

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

**Staff present:** Deb Gruber, Deb Lowe, Brad Vold, Tabitha Maher, Steve Backowski, Steve Messerschmidt, Amy Kowalzek, Kathy Marshik, and Dan Martens.

**Others present:** Tyler Jensen, Mark Slupe, Lori Schultz, and Rhonda Torgersen.

## APPROVAL OF COUNTY BOARD MINUTES

A motion was made by Commissioner Johnson, seconded by Commissioner Maurer and carried unanimously to approve the Morrison County Board of Commissioner Minutes for August 9, 2016.

## AGENDA CHANGES

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

## SOCIAL SERVICES REPORT

Brad Vold, Social Services Director, and Lori Schultz, Tri-Cap Executive Director, with Rhonda Torgersen, presented information on Public Transportation in Morrison County.

## VETERAN'S SERVICE OFFICE REPORT

Kathy Marshik, Veteran Service Officer, presented information on VA Statistics, spending for last year's MN Department of Veteran's Affairs Outreach Grant, and the plan for this year's spending.

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve the Grant Agreement Resolution#2016-068 between MN MDVA and Morrison County for the County Veterans Service Office Operational Enhancement Grant Program.

## EXTENSION REPORT

Dan Martens, Extension Educator, presented the County Report for the month of July 2016 and reported on various events that have and will be taking place in the upcoming months.

## PLANNING AND ZONING

A motion was made by Commissioner Maurer and seconded by Commissioner Johnson and carried unanimously to adopt the Resolution#2016-069 opting out of the "Granny Pod" legislation - MINNESOTA STATUTES, SECTION 394.307.

## COUNTY BOARD WARRANTS

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



**MORRISON COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES**

AUGUST 23, 2016

Page 2 of 3

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 August 23, 2016 be approved for payment:

REVENUE	\$	217,049.92
PUBLIC WORKS	\$	82,431.86
SOCIAL SERVICE	\$	255,053.79
SOLID WASTE	\$	11,298.31
PARKS	\$	98.25
LOCAL COLLABORTIVE	\$	1,000.00
BUILDING FUND	\$	3,619.54
	TOTAL	\$ 570,551.67
MEALS	\$	57.02
CREDIT CARDS	\$	10,215.07

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

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

**AUDITOR/TREASURER'S REPORT**

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

A motion was made by Commissioner Wilson and seconded by Commissioner Johnson to Approve the Annual Publication of the 2015 Financial Statement to be published on August 28, 2016. Motion carried on a roll call vote with all Commissioners voting "aye".

**PUBLIC WORKS**

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to authorize the Resolution#2016-070 Agency Agreement between Morrison County and MnDOT for Road Safety Plan Update Preliminary Engineering project.

A motion was made by Commissioner Maurer, seconded by Commissioner Wilson and carried unanimously to proceed with handling placement of pressurized flexible force main in the road right of way as dictated by State Laws.

**ADMINISTRATION REPORT**

A motion was made by Commissioner Jelinski, seconded by Commissioner Johnson and carried unanimously to authorize the Grant of Ingress and Egress Easement.

A motion was made by Commissioner Johnson, seconded by Commissioner Jelinski and carried unanimously to appoint Tabitha Maher as Deputy Clerk to the County Board.

**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.



**MORRISON COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES**

AUGUST 23, 2016  
Page 3 of 3

**ADJOURNMENT**

A motion was made by Commissioner Maurel, seconded by Commissioner Johnson and carried unanimously to adjourn the meeting at 10:36 a.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 Gluber', written over a horizontal line.

---

Deb Gluber, Clerk to the County Board

## CVSO Final Report and Budget Expenditures Report

Grantee's Name:	<i>Morrison County</i>
CVSO's Name:	<i>Kathy L. Marshik</i>
Project Name:	County Veterans Service Office Operational Enhancement Grant Program
Legal Citation:	Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2
Period Covered by Request:	FY2016 (July 1, 2015 - June 30, 2016)

### SECTION ONE - CVSO Progress Report/Summary Statement

The 2016 Veterans Outreach grant was utilized to enhance outreach to the veterans of Morrison County. Funds were a vital asset to communicating who we are, who we serve, what we stand for, how to use our services and where to find us. The focus was not only on reach out to veterans, but their families as well. A major piece was advertising through unique veteran populations targeting. Billboards and advertising ads were also another way to get our name and face out in our community. Special updates and information were topics of these ads, to provide a better understanding of benefits available to our clients.

Technology and online services have grown vastly in the Department of Veterans Affairs health care system, benefits and also military programs. Our office strives to assist our community veterans with being as up to date as possible. Encouraging people to utilize online services and resources for more effective and efficient assistance. Providing access to technology and information was important to us. Therefore we purchased a computer system for veterans this year to emphasis technology access for those who do not have computers in our community.

One of the most effective outreach items we spent funding on, was the annual holiday informational letter. Our office received a wide array of very positive gratitude and feedback regarding this mailing. Every veteran in our county received a personalized letter from us, full of valuable information and resources. People from other counties have even reach out to us, to ask if they could mirror this idea in the future.

The 2016 Outreach Grant has not only increase the number of veterans we serve, but also enhanced our overall customer service. It's been truly astonishing the amount of positive feedback we have received the past year for our outstanding services, outreach and customer care to our community.

### SECTION TWO - CVSO Metrics

1. Total number of Full-time (% FTE) CVSO Staff (filled)	<i>2 Full-Time Employee's and 1 three-quarter time employee</i>
2. Total number of Full-time ( % FTE) CVSO Staff (open)	<i>No Changes in staffing this year.</i>
3. Total County CVSO Program Budget	<i>\$205,762</i>
4. Total number of Veterans served	<b>5,266 total between all three employees</b>
5. Total number of meetings (in person/ phone) with Veterans.	<b>5,266</b>

### SECTION THREE - Final Budget Expenditures Report Instructions

1. Copy your original *proposed* Budget items and Amounts to the Final Budget Expenditure Report spreadsheet below.
2. Add any *new* Budget Items (Column A) not originally included in the *proposed* Budget Expenditure Report (HINT - Copy blank rows into the spreadsheet first to retain your pre-programmed formulas)
3. Enter each *individual* Receipt/Invoice Amount (Column E) for each Budget Item with an expenditure. (Note: In some cases there may be Budget items from your original budget with no expenditures)
4. Document **Proof of Payment** by including the Warrant or Check Number (not required when a County Expenditure Activity Report is submitted)
5. Note: - When a purchase is made by **cash**, the itemized receipt is both the Invoice and the Proof of Payment.
5. Note: - Credit Card receipts must be accompanied by the itemized receipt.

### Final Budget Expenditure Report

Budget Item (e.g. Publicity, Travel etc.)	Budget Amount	Invoice No. (if applicable)	Check/ Warrant No.	Total \$ (Submitted)	Ending Balance
Reference: Grant Agreement (Attachment A - "CVSO Operational Enhancement Grant Items Approved/Disapproved" List					
Newspaper Publicity, Morrison County Record "Who's Who Ad"	\$ 192.00				\$192.00
Awards, Stationary, Veteran Recognition	\$ 97.74				\$97.74
Envelopes Printed for Holiday mailing	\$ 76.00				\$76.00
CDW Government Surge Cord Veterans Computer	\$ 13.50				\$13.51
Central Lakes College Printing of Holiday Informational Letter to all veterans	\$ 1,624.00				\$1,624.00
Radio Ads Holidays LF Radio	\$ 300.00				\$300.00
Winter Wonderland Figure Skate Marketing Ad	\$ 50.00				\$50.00
Newspaper Publicity, Morrison County Record "Holiday Edition"	\$ 160.00				\$160.00
Hardware support pack agreement, En Pointe	\$ 84.26				\$84.26
Innovative Carrel Desk Veterans Computer	\$ 254.12				\$254.12
Postage for Holiday Outreach Mailing	\$ 1,219.20				\$1,219.20
Fyton Marketing Pens 509	\$ 321.15				\$321.15
Lamar Billboard Marketing	\$ 970.00				\$970.00
ECM Publishers, Directory Ad	\$ 171.40				\$171.40
Radio Ads Local Station, Informational outreach	\$ 3,379.40				\$3,379.40
ECM Publishers, Directory Ad	\$ 180.00				\$180.00
Fyton Marketing Note Pads 500ea.	\$ 232.78				\$232.78
Froggy's Signs Fast Track Table Display 2 each	\$ 643.50				\$643.50
ECM Publishers, Flag Day Ad	\$ 30.75				\$30.75
Column Total	\$ 9,999.80			\$ -	\$9,999.80

## Budget Definitions

**Administration:** In general, administration is defined as: general expenses such as the director's office, accounting, personnel, information management, and all other types of expenditures not included under the categories below. Do not include staff costs for case management or supervision of case management staff, or space/facility costs, unless incurred for a non-program specific purpose.

**Operations:** Costs associated with the operation of the organization. Examples include rent, utilities, travel, marketing, etc. If this is a supportive services only project, operations/space costs are those incurred to pay for the space where supportive services are provided.

**Support Services:** Costs associated with staff who provide case management and other support services to program participants, or management staff when involved in direct supervision of support services staff. Support services costs also include direct aid to participants, including transportation or costs associated with assisting participants.

## Grantee Work Plan

Organization: Morrison County Veterans

Representative Name: Kathy Marshik

Total Grant Amount: \$10,000  
(e.g. Minn. Laws 2015, Chapter

Legal Citation: 77, Article 1, Section 37,

Period Covered by FY2017 (July 1, 2016 - June 30,

Request: 2017)

**Section One - Workplan** (Please provide as specified in Section 2. Grantee Duties.) The focus of the 2017 grant will be to extend our outreach to veterans/services members of all ages. Providing awareness, training, resources and tools to enrich the lives of our community veterans. Reducing issues that lead to homelessness, or unemployment. Our goal is to be the Veterans connection to their benefits and entitlements. Continually growing the number we serve through quality outreach.

## Section Two - Budget Expenditure Report

SAMPLE Budget Expenditure Report (Grantees may delete data in sample and enter own.)

NOTE: The proposed Budget Expenditure Report is pre-programmed to calculate column & row totals.

Budget Category	Budget Item(s) (e.g. Publicity, Travel etc.)	Budget Amount	Budget Category Sub-Total	Total Expenditures (e.g. Receipts)	Ending Balance
Equipment & Supplies	Webinars/Training	\$ 2,500.00			
Marketing	Bill Boards	\$ 1,300.00			
	Radio Ads	\$ 4,000.00			
	News Paper Ads	\$ 500.00			
	Online Ads	\$ 500.00			
	Local Community Ads	\$ 200.00	\$ 6,500.00		
Veterans Service	NACVSO Training	\$ 1,000.00			
	Medical Expenses	\$ 1,000.00			
	Social Service Training and collaboration	\$ 1,500.00	\$ 3,500.00		
<b>Column Total</b>		\$ 12,500.00		\$ -	\$ 10,000.00



**STATE OF MINNESOTA  
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

**FY2017 COUNTY VETERANS SERVICE OFFICE (CVSO)  
OPERATIONAL IMPROVEMENT GRANT PROGRAM**

**INSTRUCTIONS FOR EXECUTING THE ENCLOSED GRANT AGREEMENT**

Please execute the enclosed Grant Agreement according to the Steps listed below. You must complete all of these steps for MDVA to process your grant.

<b>Step One</b>	Adopt a <u>certified copy</u> of a <u>Resolution</u> by the governing County Board (e.g. County Board of Commissioners) which accomplishes the following:
	<ul style="list-style-type: none"> <li>Resolves that the Governing Board entered into this specific Grant Agreement for the specific project.</li> </ul>
	<ul style="list-style-type: none"> <li>Authorizes by NAME and TITLE that INDIVIDUAL (e.g. Chairperson, CVSO) is authorized to sign the Grant Agreement on behalf of the Governing Board.</li> </ul>
	<ul style="list-style-type: none"> <li>Indicates the TYPE OF MEETING (e.g. Regular Meeting, Special Meeting) and DATE of such action by the Governing Board.</li> </ul>
	<ul style="list-style-type: none"> <li>The Certification of the Resolution should be affixed with the <u>raised</u> seal of the Governing Board (where available) and dated.</li> </ul>
<p>The Certification of the Resolution should indicate that the person signing the certification is the custodian of Governing Board Proceedings, and certify to the meeting, date, and time at which the Resolution was adopted by the Governing Board.</p>	

**Note:** Attached to these instructions is a completed *sample* Resolution, (e.g. Wood Tick County) to use as a Resolution template for your project. We encourage you to use this form, as its format and wording have been approved by the Minnesota Attorney General. You may choose to use your own format for a Resolution. However, it must contain all the elements specified above.

<b>Step Two</b>	All three (3) copies of the Grant Agreement must be signed, titled, and dated, in the Grantee section on the signature page, (Page 8) of the Grant Agreement by the Board Chairperson, County Veterans Service Officer, etc., as authorized to sign this Grant Agreement on behalf of the Governing Board.
<b>Step Three</b>	<p>Return all three (3) copies of the Grant Agreement and County Board Resolution, (with raised County seal) along with a copy of Attachment B – Workplan &amp; <i>proposed</i> Budget Expenditure Spreadsheet, (Excel document) to the Minnesota Department of Veterans Affairs at the address provided BELOW:</p> <p style="text-align: center;">Liz Kelly – MDVA Grants Specialist Minnesota Department of Veterans Affairs Veterans Service Building 20 West 12<sup>th</sup> Street Saint Paul, Minnesota 55155 (651) 757-1540</p>

Once the GRANT AGREEMENT is signed by all parties, we will provide you with a fully executed original. Thank you!

RESOLUTION OF Morrison COUNTY 2016-008

BE IT RESOLVED by Morrison County that the County enter into the attached Grant Contract with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: **County Veterans Service Office Operational Enhancement Grant Program**. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in Minnesota Laws 2015 Chapter 77, Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by the Morrison County that Kathy Marshik, the County Veterans Service Officer, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

WHEREUPON the above resolution was adopted at Morrison County Board of Commissioners Meeting this Aug 23 2016.

[Signature]  
Authorized Signature and Title

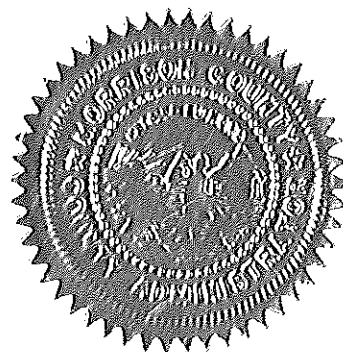
8/23/16  
Date

STATE OF MINNESOTA  
Morrison COUNTY

I, Deb Lerner, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the Board of Commissioners of said Morrison County, that I have compared the above resolution with the original passed and adopted by the Board of Commissioners of said Morrison County at a Commissioners meeting thereof held on the 23 day of August 2016 at 9:00am, that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this August 23 2016, and have hereunto affixed the seal of the County.

[Signature]  
Authorized Signature and Title





STATE OF MINNESOTA  
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM

GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its Commissioner of the MINNESOTA DEPARTMENT OF VETERANS AFFAIRS ("State" or "MDVA") and Morrison County, Government Center, Little Falls, MN, 56345 ("Grantee").

**Recitals**

1. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, the State is empowered to enter into this grant.
2. The State is in need of enhancing the operation of the County Veterans Service Offices. This grant must be used to enhance the operations of the Grantee's County Veterans Service Office under Minnesota Statutes §197.608, Subdivision 4(a), and should not be used to supplant or replace other funding.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Agreement**

**1. Term of Grant Agreement**

- 1.1 **Effective date:** July 1, 2016 or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant agreement until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work, except as permitted by Minnesota Statutes §16B.98, Subdivision 11.

- 1.2 **Expiration date:** June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

**2. Grantee's Duties**

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

- 2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Conduct the County Veterans Service Office Operational Enhancement Grant Program ("Program") by purchasing one, or more, of the allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2017, identified as Attachment A, which is attached and incorporated into this grant agreement.
- 2.3 If the Grantee wishes to purchase a good or service not listed on the approved items list of the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2017, Attachment A, they shall submit a written request to the State's Grants Specialist listing the item, the estimated cost, and how the item will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from MDVA.

- 2.4 Comply with the requirements specified in the MDVA Grants Manual (Rev. 2), Attachment D, which is available on the MDVA Website - Grants Page: <http://mn.gov/mdva/resources/federalresources/grants/>. In the event that any provision of the MDVA Grants Manual is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.5 Submit the current annual County Budget for the County Veterans Service Office Operational Enhancement Program to MDVA along with the signed FY2017 Grant Agreement at the beginning of the grant period (Ref: Attachment E – CVSO County Budget Example.) This grant is to be used only as authorized under Minnesota Statute 197.608, Subd.5. This grant must not be used to supplant any existing funding, or to duplicate any programs or services available to veterans from other agencies or organizations.
- 2.6 Upon the conclusion of this grant, the Grantee shall submit a Final Report to MDVA, as outlined in the MDVA Grants Manual (Rev. 2), in sufficient detail and to the satisfaction of the State, which provides a context for the grant outcomes and accounts for all grant funds expended. If the Grantee is eligible for a grant under this Program in the following fiscal year, MDVA will not enter into a new grant agreement nor issue any payment, until the Final Report for the current fiscal year has been received and approved by the MDVA Grants Specialist.
- 2.7 In the event that any provision of the Grantee's charter or mission, incorporated into this grant agreement by reference, is not consistent with any portion of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.8 Disclose immediately to the State Grants Specialist in writing, all personal or professional Conflict of Interest situations that arise, at any time, during the administration of the grant, in order to determine if corrective action is necessary. (Ref: MDVA Grants Manual, Rev. 2, Appendix G.)
- 2.9 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grants Manual (Rev. 2), including a final inspection upon grant completion.

### 3. Time

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

### 4. Consideration and Payment

4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

- 4.1.1 **Compensation.** The Grantee will be paid an Advanced Payment lump sum of **\$10,000** and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2017, Attachment A. To ensure compliance with the duties listed in Clause 2 "Grantee's Duties," Grantee will complete provided (Microsoft Excel Spreadsheets) Work Plan and Proposed Budget Expenditure Spreadsheet, identified as Attachment B, a sample of which is attached and incorporated into this grant agreement, and Final Report and Budget Expenditure Spreadsheet, identified as Attachment C, a sample of which is attached and incorporated into this grant agreement. Grantee will submit Attachments B and C to the State consistent with the requirements specified in the MDVA Grants Manual (Rev. 2).

4.1.2 **Travel Expenses.** Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement is an allowable expense. The Grantee will report travel and subsistence expenses on the Travel Expense Worksheet, (as provided in the MDVA Grants Manual (Rev. 2), Appendix F), in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB).

Travel and subsistence expenses incurred outside Minnesota in neighboring States is allowed, when necessary for the accomplishment of routine tasks (e.g. transporting Veterans to medical appointments, attending conferences etc.) related to the County Veteran Service Officer work.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$10,000, (TEN THOUSAND DOLLARS.)**

#### 4.2 **Payment**

4.2.1 **Invoices.** The State will promptly pay the Grantee an Advance Payment lump sum payment as specified in Clause 4.1.3 upon execution of this Grant agreement.

4.2.2 **Eligible Costs.** In order to be eligible for Grant Funds, costs must be reasonable, necessary, and allocated to the grant, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant to Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, and this Grant agreement.

4.2.3 **Unexpended Funds.** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's Duties, and shall promptly return to the MDVA any funds greater than \$25.00 not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 60 days of the end of the grant period, whichever comes first.

#### 4.3 **Contracting and Bidding Requirements**

4.3.1 **Invoices.** Any services and/or materials that are expected to cost \$25,000 or more must undergo a formal notice and bidding process.

4.3.2 Any services and/or materials that are expected to cost between \$10,000 and \$24,999 must be scoped out in writing and offered to a minimum of three (3) bidders.

4.3.3 Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes.

4.3.4 Support documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

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

4.3.6 The Grantee will record Contracting and Bidding quotes according to the bidding thresholds specified above on the Contracting and Bidding Log Sheet, as provided in the MDVA Grants Manual (Rev. 2), Appendix I and submit with the Final Report (as applicable.)

## 5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment, or will return payment already received, for work found by the State to be **unsatisfactory** or performed in violation of federal, state, or local law. The Grantee will be bound to the current MDVA Grants Manual, (Rev. 2) as provided by the State.

## 6. Authorized Representative

The State's Authorized Representative is **Brad Lindsay**, Deputy Commissioner, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12<sup>th</sup> Street, St. Paul, Minnesota 55155, 651-757-1582, [brad.lindsay@state.mn.us](mailto:brad.lindsay@state.mn.us) or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant agreement.

The Grantee's Authorized Representative is **Kathy Marshik**, CVSO, Morrison County, Government Center, Little Falls, MN, 56345, (320) 632-0290, [kathym@co.morrison.mn.us](mailto:kathym@co.morrison.mn.us), or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

## 7. Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

## 8. Liability

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

## 9. State Audits

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

## 10. Government Data Practices and Intellectual Property

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

### 10.2 **Intellectual Property Rights**

10.2.1 **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents *created and paid for under this Grant Agreement*. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Agreement. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Grantee upon completion or cancellation of this Grant Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

### 10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the

State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 *Representation.* The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

#### 11. Workers' Compensation

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

#### 12. Publicity and Endorsement

12.1 *Publicity.* Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Grants Specialist. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

12.2 *Endorsement.* The Grantee must not claim that the State endorses its products or services.

#### 13. Governing Law, Jurisdiction, and Venue

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

# Attachment B - Sample Only

	A	B	C	D
1	<b>CVSO Workplan &amp; <i>proposed</i> Budget Expenditures Spreadsheet</b>			
2	County Name:			
3	CVSO Authorized Representative Name:			
4	Project Name:	<u>County Veterans Service Office Operational Enhancement Grant Program</u>		
5	Legal Citation:	<u>Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2</u>		
6	Period Covered by Request:	<u>FY2017 (July 1, 2016 - June 30, 2017)</u>		
7	<b>SECTION ONE - Workplan</b>			
8	Please provide a brief description of CVSO's intended use of CVSO grant funds.			
9				
10	<b>SECTION TWO - <i>proposed</i> Budget Expenditures Spreadsheet</b>			
11	Instructions:			
12	Column A - Enter your proposed Budget Items			
13	Column B - Enter your <i>estimated</i> Budget Amounts			
14	HINT: To add more rows, 1) SELECT the HOME tab (next to FILE top left of screen). 2) Put cursor in far left column and SELECT a row within the budget spreadsheet (row will be hi-lighted). 3) PRESS CNTL + "C" (at the same time.) 4) Then select INSERT (located top right on screen).			
15	The <i>proposed Budget Expenditure Spreadsheet</i> is pre-programmed to calculate totals.			
16				
17	Budget Category/Budget Item (e.g. Publicity/Newspaper, Travel/CVSO etc.)	Budget Amount	Submitted Receipts (leave blank)	Ending Balance
18	Reference: Grant Agreement (Attachment A - "CVSO Operational Enhancement Grant Items Approved/Disapproved" List			
19				\$0.00
20				\$0.00
21				\$0.00
22				\$0.00
23				\$0.00
24				\$0.00
25				\$0.00
26	Column Total	\$ -	\$ -	\$0.00

## Attachment C – (Sections One & Two)

	A	B	C	D	E	F
1	<b>CVSO Final Report and Budget Expenditures Report</b>					
2	Grantee's Name: _____					
3	CVSO's Name: _____					
4	Project Name: <u>County Veterans Service Office Operational Enhancement Grant Program</u>					
5	Legal Citation: <u>Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2</u>					
6	Period Covered by Request: <u>FY2017 (July 1, 2016 - June 30, 2017)</u>					
7						
8	<b>SECTION ONE - CVSO Progress Report/Summary Statement</b>					
	<b>Grant Expenditure Summary Statement</b>					
	In 1-2 paragraphs, please describe the background/context for this years' CVSO grant expenditures. For instance:					
9	<ul style="list-style-type: none"> <li>• Do grant expenditures address a particular "gap" in services to Veterans unique to your County?</li> <li>• Are your expenditures related to new programming this year?</li> <li>• Are there other significant "gaps" in services unique to your County?</li> </ul>					
10	_____					
11	<b>SECTION TWO - CVSO Metrics</b>					
12	1. Total number of Full-time (% FTE) CVSO Staff (filled): _____					
13	2. Total number of Full-time ( % FTE) CVSO Staff (open): _____					
14	3. Total County CVSO Program Budget: _____					
15	4. Total Number Veteran/Family Office Visits: _____					
16	5. Total Number Veteran/Family Outreach Visits: _____					



## Attachment C – (Sections Three)

- 17 **SECTION THREE - Final Budget Expenditures Report Instructions**
- 18 1. Copy your original *proposed* Budget items and Amounts to the Final Budget Expenditure Report spreadsheet below.
- 19 2. Add any *new* Budget Items (Column A) not originally included in the *proposed* Budget Expenditure Report (HINT - Copy blank rows into the spreadsheet first to retain your pre-programmed formulas)
- 20 3. Enter each *individual* Receipt/Invoice Amount (Column E) for each Budget Item with an expenditure. (Note: In some cases there may be Budget items from your original budget with no expenditures)
- 21 4. Document Proof of Payment by including the Warrant or Check Number (not required when a County Expenditure Activity Report is submitted)

### Final Budget Expenditure Report - SAMPLE

Budget CATEGORY (Ref: Attachment A)	Budget Amount (original)	Budget ITEM (Publicity, Travel etc.)	Invoice/ Receipt (Page #'s)	Total \$ (Submitted Receipts)	Ending Balance
Reference: Grant Agreement (Attachment A - "CVSO Operational Enhancement Grant Items Approved/Disapproved" List					
Advertising	\$ 2,000.00	Billboard		\$ 750.00	\$ 1,750.00
"		Radio Ads		\$ 500.00	
"		Newspaper Ads		\$ 500.00	
Travel	\$ 500.00	NACVSO Training		\$ 650.00	\$ 650.00
Publicity Items	\$ 500.00				\$ -
Equipment	\$ 2,000.00	Dell Computer		\$ 1,650.00	\$ 2,950.00
"		Printer		\$ 550.00	
"		Monitor		\$ 750.00	
New Staff Salary	\$ 2,500.00	Temp Worker		\$ 1,500.00	\$ 1,500.00
\$25 Gas cards				\$ 650.00	\$ 650.00
<b>Column Total</b>	<b>\$ 7,500.00</b>			<b>\$ 7,500.00</b>	<b>\$ 7,500.00</b>

# Attachment D

MDVA Grants Manual Rev. 2 (available on the MDVA Website - Grants Page:

[http://mn.gov/mdva/resources/federalresources/grants/.](http://mn.gov/mdva/resources/federalresources/grants/))

# Attachment E

## County Budget EXAMPLE - County Veteran Service Office Program

Report ID: 14244201 - A2016 Rev 9/22/14  
Run Date: 04/15/2016 1:11:42

County of

Fiscal Year

Revenue and Expenses by Unit - Budget Vs Actual for BFY 2016  
Thru Period: 3/29/16

Dept: 0010 - Human Services Fund		Dept: 1011 - VETERANS SERVICES					Unit: 1010 - Veterans Services					Budget vs Actual		
Code	DESCRIPTION	EXPENSES	REVENUES	CHANGES	FY17 Date	FY17 Date	Total (Diff)	Percent	Actual	Percent	Actual	Percent		
<b>Expenses</b>														
511*	Full-Time Salaries	878,032.00	323,020.00		555,012.00	545,254.21	315,254.21	56.9%	519,775	56.9%	519,775	56.9%		
512	Overtime Salaries								35		35	0.0%		
516	Dr-Cat						135,620	135,620	135,620	100.0%	135,620	100.0%		
510	Travel	57,761.79	57,761.79		18,296.15	39,290.10	21,233.21	36.6%	39,290	36.6%	39,290	36.6%		
514	Food	546.24	546.24		11,192.16	11,192.16	10,645.92	95.1%	11,192	95.1%	11,192	95.1%		
513	Supplies								25		25	0.0%		
514	Materials								15		15	0.0%		
515	Printing								115		115	0.0%		
516	Telephone								1,450		1,450	0.0%		
517	Utilities								1,450		1,450	0.0%		
518	Postage								1,450		1,450	0.0%		
519	Repairs								1,450		1,450	0.0%		
520	Insurance								1,450		1,450	0.0%		
521	Health Insurance	51,210.00	51,210.00		111,703.00	111,703.00	132,224	118.3%	111,703	100.0%	111,703	100.0%		
522	Pension	51,210.00	51,210.00		54,295.79	54,295.79	115,437	107.0%	54,296	100.0%	54,296	100.0%		
523	Retirement	51,210.00	51,210.00		54,295.79	54,295.79	115,437	107.0%	54,296	100.0%	54,296	100.0%		
524	Other Pensions								23,979		23,979	100.0%		
525	Medical								11,814		11,814	100.0%		
526	Dental								11,814		11,814	100.0%		
527	Life Insurance	115.00	115.00		450.00	450.00	335.00	74.4%	335	74.4%	335	74.4%		
528	LT Disability								34,227		34,227	100.0%		
<b>Apr AA1 Total:</b>		1,010	1,010	0	1,010	1,010	1,010	100.0%	1,010	100.0%	1,010	100.0%		
<b>Expenses</b>														
529	Staff Development								11,814		11,814	100.0%		
530	Travel	57,761.79	57,761.79		18,296.15	39,290.10	21,233.21	36.6%	39,290	36.6%	39,290	36.6%		
531	Food	546.24	546.24		11,192.16	11,192.16	10,645.92	95.1%	11,192	95.1%	11,192	95.1%		
532	Supplies								25		25	0.0%		
533	Materials								15		15	0.0%		
534	Printing								115		115	0.0%		
535	Telephone								1,450		1,450	0.0%		
536	Utilities								1,450		1,450	0.0%		
537	Postage								1,450		1,450	0.0%		
538	Repairs								1,450		1,450	0.0%		
539	Insurance								1,450		1,450	0.0%		
540	Health Insurance	51,210.00	51,210.00		111,703.00	111,703.00	132,224	118.3%	111,703	100.0%	111,703	100.0%		
541	Pension	51,210.00	51,210.00		54,295.79	54,295.79	115,437	107.0%	54,296	100.0%	54,296	100.0%		
542	Retirement	51,210.00	51,210.00		54,295.79	54,295.79	115,437	107.0%	54,296	100.0%	54,296	100.0%		
543	Other Pensions								23,979		23,979	100.0%		
544	Medical								11,814		11,814	100.0%		
545	Dental								11,814		11,814	100.0%		
546	Life Insurance	115.00	115.00		450.00	450.00	335.00	74.4%	335	74.4%	335	74.4%		
547	LT Disability								34,227		34,227	100.0%		
<b>Apr AA1 Total:</b>		1,010	1,010	0	1,010	1,010	1,010	100.0%	1,010	100.0%	1,010	100.0%		
<b>Expenses</b>														
548	Equipment								15		15	0.0%		
549	Computer								40		40	0.0%		
<b>Apr AA1 Total:</b>		1,010	1,010	0	1,010	1,010	1,010	100.0%	1,010	100.0%	1,010	100.0%		
<b>Expenses</b>														
550	Travel	57,761.79	57,761.79		18,296.15	39,290.10	21,233.21	36.6%	39,290	36.6%	39,290	36.6%		
551	Food	546.24	546.24		11,192.16	11,192.16	10,645.92	95.1%	11,192	95.1%	11,192	95.1%		
552	Supplies								25		25	0.0%		
553	Materials								15		15	0.0%		
554	Printing								115		115	0.0%		
555	Telephone								1,450		1,450	0.0%		
556	Utilities								1,450		1,450	0.0%		
557	Postage								1,450		1,450	0.0%		
558	Repairs								1,450		1,450	0.0%		
559	Insurance								1,450		1,450	0.0%		
560	Health Insurance	51,210.00	51,210.00		111,703.00	111,703.00	132,224	118.3%	111,703	100.0%	111,703	100.0%		
561	Pension	51,210.00	51,210.00		54,295.79	54,295.79	115,437	107.0%	54,296	100.0%	54,296	100.0%		
562	Retirement	51,210.00	51,210.00		54,295.79	54,295.79	115,437	107.0%	54,296	100.0%	54,296	100.0%		
563	Other Pensions								23,979		23,979	100.0%		
564	Medical								11,814		11,814	100.0%		
565	Dental								11,814		11,814	100.0%		
566	Life Insurance	115.00	115.00		450.00	450.00	335.00	74.4%	335	74.4%	335	74.4%		
567	LT Disability								34,227		34,227	100.0%		
<b>Apr AA1 Total:</b>		1,010	1,010	0	1,010	1,010	1,010	100.0%	1,010	100.0%	1,010	100.0%		
<b>Expenses</b>														
568	Travel	57,761.79	57,761.79		18,296.15	39,290.10	21,233.21	36.6%	39,290	36.6%	39,290	36.6%		
569	Food	546.24	546.24		11,192.16	11,192.16	10,645.92	95.1%	11,192	95.1%	11,192	95.1%		
570	Supplies								25		25	0.0%		
571	Materials								15		15	0.0%		
572	Printing								115		115	0.0%		
573	Telephone								1,450		1,450	0.0%		
574	Utilities								1,450		1,450	0.0%		
575	Postage								1,450		1,450	0.0%		
576	Repairs								1,450		1,450	0.0%		
577	Insurance								1,450		1,450	0.0%		
578	Health Insurance	51,210.00	51,210.00		111,703.00	111,703.00	132,224	118.3%	111,703	100.0%	111,703	100.0%		
579	Pension	51,210.00	51,210.00		54,295.79	54,295.79	115,437	107.0%	54,296	100.0%	54,296	100.0%		
580	Retirement	51,210.00	51,210.00		54,295.79	54,295.79	115,437	107.0%	54,296	100.0%	54,296	100.0%		
581	Other Pensions								23,979		23,979	100.0%		
582	Medical								11,814		11,814	100.0%		
583	Dental								11,814		11,814	100.0%		
584	Life Insurance	115.00	115.00		450.00	450.00	335.00	74.4%	335	74.4%	335	74.4%		
585	LT Disability								34,227		34,227	100.0%		
<b>Apr AA1 Total:</b>		1,010	1,010	0	1,010	1,010	1,010	100.0%	1,010	100.0%	1,010	100.0%		
<b>Revenue</b>														
586	Grants								15		15	0.0%		
587	Other								40		40	0.0%		
<b>Apr AA1 Total:</b>		1,010	1,010	0	1,010	1,010	1,010	100.0%	1,010	100.0%	1,010	100.0%		
<b>Revenue</b>														
588	Grants								15		15	0.0%		
589	Other								40		40	0.0%		
<b>Apr AA1 Total:</b>		1,010	1,010	0	1,010	1,010	1,010	100.0%	1,010	100.0%	1,010	100.0%		

## 14. Termination

- 14.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this Grant agreement if the State finds that there has been a failure to comply with the provisions of this Grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not commence the grant project within six (6) months of the effective date of this Grant agreement, as evidenced by the incurrence of documented expenses for eligible grant costs, then this Grant agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Grant Contract if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature;
- 14.3.2 Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

## 15. Data Disclosure

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

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

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

SWIFT Contract/PO No(s): \_\_\_\_\_

**3. STATE AGENCY: MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

Signed: \_\_\_\_\_

(With delegated authority)

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

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

**2. GRANTEE: Morrison County**

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

Grantee: *Kathy H. Wurdack*

Title: *Board  
County Chairman*

Date: *8/23/10*

Grantee: *[Signature]*

Title: *County Administrator*

Date: *8/23/10*

**Distribution:**

Agency

Grantee

State's Authorized Representative - Photo Copy

## ATTACHMENT A

Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes.

- To provide outreach to the county's veterans.
- To assist in the reintegration of combat veterans into society.
- To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.
- To reduce homelessness among veterans.
- To enhance the operations of the county veterans service office.

Only the items approved on this form are authorized for purchase using grant funds. The MDVA will seek recovery from your county for any items not on this list that have been purchased with grant funds.

<b>CVSO Grant - Items Approved/Disapproved – FY2017</b>	
<i>Expenses must be incurred before the end of the grant period (June 30, 2017)</i>	
<b>EQUIPMENT &amp; SUPPLIES</b>	
Monitors and Dual monitor video cards	Teleconferencing equipment
Laptops/Tablet PC's/I-Pad (including accessories)	Paper shredders or shredding contracts
Personal computers - Desktop	TV /DVD combinations
Printers/Scanners	Mobile broadband data access device/Hotspot <i>(No monthly contracts or fees.)</i>
Phone & Internet Service/Cellular Phones/Smart Phones	Fax machines and installation of initial phone line <i>(No monthly contracts or fees.)</i>
Photo copiers (or 12 month lease) (Including user maintenance agreements.)	Digital Cameras
Digital Video Recorders	Digital Projectors – LCD/DLP
Office Supplies related to administering the CVSO grant (e.g. copy paper, toner cartridges, ink cartridges, etc.).	Office Furniture that <i>is necessary</i> and is directly related to computerization and organization efforts (required furniture for newly purchased equipment such as computer desk, printer stand, scanner table, etc. or other items to increase organization like filing cabinets, etc.). Office Furniture that <i>is necessary</i> and is directly related to new/increased staffing (desk, chair, cubicles, etc.).
Headsets – Phone ONLY	Label printers and supplies

<b>SOFTWARE &amp; COMPUTER TRAINING</b>	
Webinars	Trainings (Microsoft Office – WORD, Excel) etc.
Veterans Information/Case Management Systems and Software (Including user maintenance agreements.)	

<b>MARKETING</b>	
Marketing expenses (Display boards, radio airtime, TV airtime and newspaper ads,	*Publicity Items (Magnets, Brochures, Challenge Coins – must include reference to LinkVet) up to a maximum of

billboards, CVSO shirts & jackets ( <i>Must display the LinkVet logo</i> )	15% of the annual CVSO grant amount. (e.g. Total Grant Amount \$7,500 = \$1,125 publicity items.)
--	---

<b>VETERANS SERVICE</b>	
Expenses related to the goal of reducing Veteran homelessness ( <i>Must be pre-approved</i> )	Staff expenses for new/increased staff or to fund staff that were previously hired utilizing this grant that provide direct services to veterans.
Training at local colleges – Includes all staff in CVSO Office and must relate to the position of CVSO. ( <i>Must be pre-approved</i> )	Travel expenses related to MACVSO / MDVA/ USDVA sponsored training events. ( <i>Including transportation, lodging and registration fees</i> )
Transportation expenses related to the transport of Veterans needing to access their benefits (Including van/vehicle purchases for this primary purpose, maintenance, fuel, etc.)	Required NACVSO Accreditation/CEU/CVA Training – Must provide a “Certificate of Completion” after training. ( <i>Transportation, Lodging and Registration</i> )
Medical Expenses to pay for 2 <sup>nd</sup> opinions on previously denied VA disability claims.	“Outreach” Expenses such as benefits fairs, town halls and seminars <u>are</u> allowed however the primary purpose of the event must be to provide information about Veterans benefits. <i>Refreshments &amp; food over \$500.00 must be pre-approved</i> )
Expenses related to the reintegration of returning service members (Including travel expenses to official reintegration events)	Employee Meals related to official travel for required training are allowable as specified in Chapter 15 – Expense Reimbursement per the State of Minnesota “Commissioner’s Plan” located at <a href="http://www.mn.gov/mmb">www.mn.gov/mmb</a> Website.
Veteran Medallion Samples (VA Marker) (three sizes) to display in the office Veteran Cemetery Markers/Flag Holders (Replacement of damaged/stolen MDVA supplied) Veteran Cemetery Markers/Flag Holders (New for Veterans not eligible for MDVA supplied)	Gift Cards (gas, public transportation, food etc.) are allowable. Must keep a detailed record using the Gift Certificate Log Spreadsheet. Note: Gift Certificates must be distributed to Veterans within the same grant period as when purchased and before the grant Expiration Date (June 30.)
Expenses related to the collaboration with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.	
Note: A detailed Account Activity Statement including 1) Veteran Name, 2) Total Dollars, 3) Payee info and 4) Description is required for the Final Closeout Report.	

**Also Approved:**

- Reference materials (medical dictionaries, VA rules and regulations manuals, etc.).
- Up to one year of extended warranties/extended maintenance contracts on equipment and related software purchased during this grant cycle ONLY.
- Payments made to a third party on behalf of a veteran, their survivors or their dependents, such as mortgage, rent, auto loans, insurance, credit cards, etc. *with prior State approval.*

**\*NOTE:** The maximum purchase price for certain items does NOT include tax or shipping charges.

**Items Not Approved:**

- Direct cash assistance payments to veterans, their survivors or dependents.
- Donations (includes contributions to organizations that “advertise” donors)

**RESOLUTION OPTING-OUT OF** 2016-069  
**THE REQUIREMENTS OF**  
**MINNESOTA STATUTES, SECTION 394.307**

**WHEREAS**, on May 12, 2016, the Governor of Minnesota signed into law Chapter 111 of the 89<sup>th</sup> Legislature of the State of Minnesota establishing definitions and requirements for Temporary Family Health Care Dwellings, which was introduced during the 2016 legislature session as Senate File 2555 and House File 2497; and

**WHEREAS**, Chapter 111 amends Minnesota Statute § 394 which regulates county permitting and zoning processes by establishing new rules for the placement of Temporary Family Health Care Dwellings on residential property; and

**WHEREAS**, the Minnesota Association of County Planning and Zoning Administrators, the professional association for county planning and zoning staff in Minnesota and Morrison County supports the concept of Temporary Family Health Care Dwellings; and

**WHEREAS**, Chapter 111 erodes local control of the permitting process; limiting a county's ability to foster and guide development, and placing undue burden on county staff to forego standard permitting practices; and

**WHEREAS**, it is the intent of the Morrison County Board of Commissioners to protect the public health, safety, and general welfare of County residents and the environment of the County; and

**WHEREAS**, subdivision 9 of Minnesota Statute § 394.307 allows a county to "opt-out" of the regulations through the passage of a county board resolution; now therefore,

**BE IT RESOLVED**, Morrison County elects to regulate Temporary Family Health Care Dwellings through already existing permitting standards of the Morrison County Land Use Control Ordinance; and

**BE IT RESOLVED**, pursuant to authority granted by Minnesota Statutes, Section 394.307, Subdivision 9, the County of Morrison opts-out of the requirements of Minnesota Statute 394.307, which defines and regulates Temporary Family Health Care Dwellings.

Chair: \_\_\_\_\_

Date: 08-23-16

Attest: \_\_\_\_\_

Road	Project #	Description	Funding			Total
			Federal	Other	Year	
Various	SP 49-030-01 CHSP	Jct signing project	\$ 50,000	\$ 5,000	2007	\$ 55,000
Various	SP 49-070-01 HSIP	Guardrail Installation	\$ 112,500	\$ -	2009	\$ 112,500
Various	SP 49-070-02 HSIP	Guardrail Installation	\$ 112,500	\$ -	2009	\$ 112,500
TH 27	SP 49-070-03 HSIP	Intersection Lighting	\$ 27,000	\$ 5,500	2009	\$ 32,500
Various	SP 88-070-17 HSIP	6" Solid Line White Paint	\$ 657,000	\$ 73,000	2010	\$ 730,000
CR 242	SP 49-070-05 HSIP	Curve Revision	\$ 157,500	\$ 17,500	2011	\$ 175,000
CSAH 76	SP 049-070-008 HSIP	Intersection Lighting	\$ 81,000	\$ 9,000	2011	\$ 90,000
Various	SP 049-070-009 HSIP	Enhanced Curve Delineation	\$ 135,000	\$ 15,000	2011	\$ 150,000
Various	SP 049-070-011 HSIP	Wet Reflective Epoxy in Grooves	\$ 226,575	\$ 25,175	2012	\$ 251,750
Various	SP 049-070-013 HSIP	Wet Reflective Epoxy in Grooves	\$ 92,565	\$ 10,285	2012	\$ 102,850
Various	SP 049-070-010 HSIP	Intersection Lighting	\$ 103,500	\$ 11,500	2013	\$ 115,000
Various	SP 049-070-014 HSIP	Ground in Messages	\$ 209,700	\$ 20,100	2015	\$ 229,800
Various	SP 049-070-015 HSIP	Chevron Signing	\$ 178,200	\$ 19,800	2017	\$ 198,000
Various	SP 049-070-016 HSIP	Wet Reflective Epoxy in Grooves	\$ 350,000	\$ 38,889	2017	\$ 388,889
Various	SP 049-070-017 HSIP	6" Solid Line White Paint	\$ 201,240	\$ 22,360	2017	\$ 223,600
Various	SP 049-070-018 HSIP	Sinusoidal Rumble Strips	\$ 252,460	\$ 28,050	2020	\$ 280,510
Various	SP 049-070-019 HSIP	6" Solid Line White Paint	\$ 336,000	\$ 58,000	2020	\$ 394,000
			\$ 3,282,740	\$ 359,159		\$ 3,641,899



STATE OF MINNESOTA AGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
MORRISON COUNTY

FOR FEDERAL PARTICIPATION IN COUNTY ROAD SAFETY PLAN UPDATES  
FOR  
S.P. 049-070-020; M.P. HSIP 8816(199)

Estimated amount Receivable \$20,000

---

This agreement is entered into by and between Morrison County ("County") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the County desires MnDOT to act as the County's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds; and

MnDOT and the County are proposing a federal aid project to update the County's existing County Road Safety Plan, hereinafter referred to as the "Preliminary Engineering;" and

The Preliminary Engineering is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 049-070-020, and in Federal Highway Administration ("FHWA") records as Minnesota Project HSIP 8816(199); and

The County has expressed its willingness to reimburse the State its share of the costs of the local match for the federal aid project. Based on the amount of analysis needed for each County, the county will be responsible for the 20 percent local match; and

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE COUNTY.

A. DESIGNATION. The County designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project.

B. ELIGIBILITY / COSTS. The estimated total cost of the Preliminary Engineering is \$100,000.

1. It is anticipated that 80% (up to \$ 80,000) of the cost of the Preliminary Engineering is to be paid from federal funds made available by the FHWA, and the County will pay the remaining 20% (\$20,000). The Counties will pay any part of the cost or expense of the work that the FHWA does not pay.
  2. Any costs incurred by the County prior to authorization of the Federal Funds, will not be eligible for federal participation.
  3. The County shall advance to the Commissioner of Transportation the County's total estimated cost share, upon receipt by the County of a written request from the State for the advancement of funds.
  4. Final Payment by the County.
    - a. Upon completion and acceptance of the preliminary engineering work and upon computation of the final amount due the State's consultant, the State shall prepare a Final SCHEDULE and submit a copy to the County.
    - b. The Final SCHEDULE will be based on final total cost of the contract between the Preliminary Engineering consultant and MnDOT and will include all County cost participation.
    - c. If the final cost of the County participation covered under this Agreement exceeds the amount of funds advanced by the County, the County shall, upon receipt of a request from the State, promptly pay the difference to the State without interest.
    - d. If the final cost of the County participation covered under this Agreement is less than the amount of funds advanced by the County, the State shall promptly return the balance to the County without interest.
- C. The County will designate a publicly employed registered engineer, ("Project Engineer"), to be in responsible charge of the Project for the work done by the consultant related to the specific county and to supervise and direct the work performed by the consultant related to the specific county. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the County are not eligible for federal participation, nor can they be used to cover the county's local share of the project. The County will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

#### D. LIMITATIONS.

1. The County will comply with all applicable Federal, State, and local laws, ordinances, and regulations.

2. Nondiscrimination. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the prescribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the County to carry out the above requirements.
3. Workers' Compensation. Any and all employees of the County or other persons while engaged in the performance of any work or services required or permitted by the County under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The County will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.

## II. DUTIES OF MnDOT.

- A. ACCEPTANCE. MnDOT accepts designation as Agent of the County for the receipt and disbursement of federal funds and will act in accordance herewith.
- B. PROJECT ACTIVITIES.
  1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
  2. MnDOT will let and hold the contract to provide to Preliminary Engineering services for the project. MnDOT will comply with all state and federal regulations related to the hiring of a consultant to perform the County Road Safety Plan update.
  3. MnDOT will make all payments to the consultant with the federal funds and funds prepaid by the counties involved in the project.

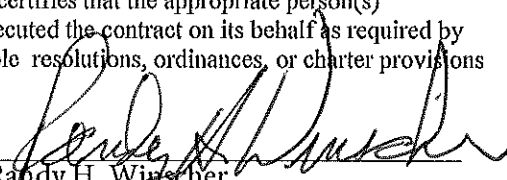
## III. AUTHORIZED REPRESENTATIVES. Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

- A. The County authorized representative is Steve Backowski, Morrison County Engineer, 213 1<sup>st</sup> Avenue SE, Little Falls, MN 56345, phone 320-632-0121, or his successor.
  - B. MnDOT's authorized representative is Sulmaan Khan, Minnesota Department of Transportation, State Aid for Local Transportation, Mail Stop 500, St Paul, MN 55155, phone 651-366-3829, or his successor.
- IV. TORT LIABILITY. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- V. ASSIGNMENT. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- VI. AMENDMENTS. Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. TERM OF AGREEMENT. This agreement will be effective upon execution by the County and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. TERMINATION. This agreement may be terminated by the County or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the County as set forth in this Agreement. In the event of such a termination the County will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of termination subject to the terms of this agreement.

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

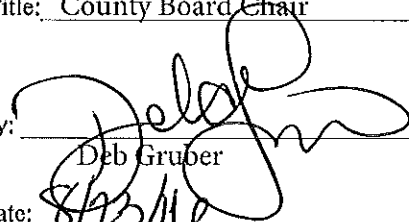
COUNTY

County certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By:   
Randy H. Winscher

Date: 8/23/16

Title: County Board Chair

By:   
Deb Gruber

Date: 8/23/16

Title: County Administrator

DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Title: Director,  
State Aid for Local Transportation

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

COMMISSIONER OF ADMINISTRATION

By: \_\_\_\_\_

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

MORRISON COUNTY

RESOLUTION # 2016-070  
FOR AGENCY AGREEMENT

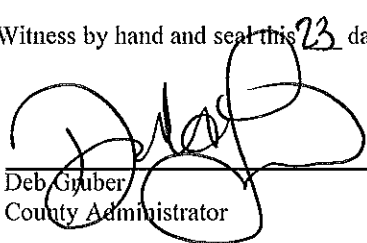
BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Morrison County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED that the County Board Chairman and the County Administrator are hereby authorized and directed for and on behalf of the County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1026233", a copy of which said agreement was before the County Board and which is made a part hereof by reference.

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 23 day of Aug, 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 23 day of Aug, 2016

  
Deb Gruber  
County Administrator

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

Subd. 8. **Trunk highway closure; authority, notice.** (a) The commissioner may restrict the use of, or close, any state trunk highway for the protection and safety of the public or for the protection of the highway from damage during and after storms if there is danger of the road becoming impassable or if visibility is so limited that safe travel is unlikely.

(b) To notify the public that a trunk highway is closed or its use restricted, the commissioner shall give notice by one or more of the following methods:

- (1) erect suitable barriers or obstructions on the highway;
- (2) post warnings or notices of the closing or restricting of a trunk highway;
- (3) place signs to warn, detour, direct, or otherwise control traffic on the highway; or
- (4) place personnel to warn, detour, direct, or otherwise control traffic on the highway.

Subd. 9. **Trunk highway closure; liability for rescue costs.** (a) A person is civilly liable for rescue costs if the person (1) fails to obey the direction or instruction of authorized personnel at the location of the closed highway, or (2) drives over, through, or around a barricade, fence, or obstruction erected to prevent traffic from passing over a portion of a highway closed to public travel. "Civilly liable for rescue costs" means that the person is liable to a state agency or political subdivision for costs incurred for the purpose of rescuing the person, any passengers, or the vehicle. Civil liability may be imposed under this subdivision in addition to the misdemeanor penalty imposed under section 160.2715. However, civil liability must not exceed \$10,000. A fine paid by a defendant in a misdemeanor action that arose from the same violation may not be applied toward payment of the civil liability imposed under this subdivision.

(b) A state agency or political subdivision that incurs costs as described in paragraph (a) may bring an action to recover the civil liability and related legal, administrative, and court costs. A civil action may be commenced as is any civil action.

Subd. 10. **Temporary permit for field application.** (a) In connection with the use of the road right-of-way of a road authority, excluding on controlled-access highways under section 160.08, a property owner or occupant of property abutting the road right-of-way may apply for a permit for temporary placement, for up to 14 days, of a pressurized flexible force main for the transport of manure for field application.

(b) The property owner or occupant must:

- (1) identify the entire length of the right-of-way for use under the permit;
- (2) place the force main within the backslope of the road authority's right-of-way where possible;
- (3) place pumping equipment outside the road authority's right-of-way; and
- (4) meet all of the permit requirements identified by the road authority.

(c) Once the road authority has issued a permit, the property owner or occupant may install the force main over the length of the right-of-way from the permittee's property to where the manure will be applied, irrespective of whether the permittee is the owner or occupant of all property abutting the portion of the right-of-way where the force main is to be installed.

**History:** 1959 c 500 art 1 s 27; 1973 c 123 art 5 s 7; 1977 c 334 s 1; 1979 c 275 s 1; 1980 c 435 s 1; 1980 c 533 s 2; 1986 c 387 s 1; 1986 c 398 art 27 s 2; 1986 c 435 s 1; 1989 c 179 s 2; 1995 c 23 s 1; 1998 c 283 s 1,2; 1998 c 403 s 5,6; 2004 c 295 art 2 s 15; 2015 c 75 art 2 s 7



Permit Number \_\_\_\_\_

Expiration Date \_\_\_\_\_  
(14 days from date of initial placement)

Pumping Completed \_\_\_\_\_

**APPLICATION AND PERMIT FOR  
PRESSURIZED FLEXIBLE FORCE MAIN PLACEMENT**

\_\_\_\_\_ (Applicant) applies for a permit to place a pressurized flexible force main within the County road right-of-way for the transport of manure for field application.

Applicant Name: \_\_\_\_\_ Tele.#: \_\_\_\_\_

Address: \_\_\_\_\_ Cell #: \_\_\_\_\_

\_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Date of Initial Placement: \_\_\_\_\_

Approximate duration (not to exceed 14 days—pursuant to state law) \_\_\_\_\_

Applicant does / does not (*circle one*) own the land on which the pumping will originate.

The items below must also be included with this permit application:

- Permit fee - \$25.00
- Refundable deposit of \$1,000
- A map identifying the entire length of the right-of-way that will be used under the permit and identifying the owners of all land that will be crossed by installation
- Certificate of Insurance of general liability in an amount of at least \$1,500,000
- Name, address, phone number, e-mail address, 24 hour emergency contact information, and copy of valid Commercial Animal Waste Technician License of individual or company that will be operating pressurized flexible force main (if it will not be operated by Applicant)

**PERMIT PROVISIONS**

1. The Applicant does hereby agree to hold harmless, indemnify, and defend Morrison County, its Supervisors, Officers, Employees, Agents and Contractors, against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to Applicant's use of the County's right-of-way or the County's actions under this permit.
2. In order to protect the County under the indemnity agreement provision hereinabove set forth, the Applicant agrees to have a general liability insurance policy in the amount of not less than \$1,500,000 in force at all times from the date of this application to the removal of the pressurized flexible force main from the road right-of-way.
3. Applicant agrees that it will be responsible for the actions of its Contractors, Employees and Agents operating under this permit.
4. Parking of vehicles or equipment on a roadway is prohibited. No work shall be performed which interferes with traffic along a road.
5. Placement of the force main shall be as far from the driving surface as possible, on the outer most edge of the road right-of-way where possible. Areas in which it is not possible to place the force main on the outer most edge of the right-of-way shall be identified on the map submitted with this application. Under no circumstances will a force main be placed on a driving surface within the right-of-way.



**CHAPTER 168--S.F.No. 3368**

*An act relating to transportation; modifying permit requirements for temporary use of certain rights-of-way; amending Minnesota Statutes 2014, section 160.27, by adding subdivisions; Minnesota Statutes 2015 Supplement, section 160.27, subdivision 10.*

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2015 Supplement, section 160.27, subdivision 10, is amended to read:

Subd. 10. **Department of Transportation temporary permit for field application.** (a) In connection with the use of the road right-of-way of a road authority controlled by the commissioner, excluding on controlled-access highways under section 160.08, a property owner or occupant of property abutting the road right-of-way may apply for a permit for temporary placement, for up to 14 days, of a pressurized flexible force main for the to transport of manure for field application.

(b) The property owner or occupant must:

- (1) identify the entire length of the right-of-way for use under the permit;
- (2) place the force main within the backslope of the road authority's right-of-way where possible;
- (3) place pumping equipment outside the road authority's right-of-way; and
- (4) meet all of the permit requirements identified by the road authority commissioner.

(c) Once the road authority commissioner has issued a permit, the property owner or occupant may install place the force main over the length of the right-of-way from the permittee's property to where the manure will be applied, irrespective of whether the permittee is the owner or occupant of all property abutting the portion of the right-of-way where the force main is to be installed placed.

(d) The commissioner may restrict the number of force mains simultaneously located in the same right-of-way.

**EFFECTIVE DATE.** This section is effective the day following final enactment.

Sec. 2. Minnesota Statutes 2014, section 160.27, is amended by adding a subdivision to read:

Subd. 11. **Local road authority temporary permit for certain field application.** (a) A local road authority may, by ordinance, establish a permitting process to authorize the placement of pressurized flexible force main within right-of-way under the jurisdiction of the local road authority to transport manure for field application. A town board must be authorized to adopt the ordinance at an annual town meeting. A local road authority must not impose a fee or other charge for the permit. A permit issued under the ordinance is valid for one year or longer as specified by the local road authority.

(b) A local road authority that has adopted an ordinance providing for a permitting process must issue a permit to any property owner or occupant who applies for a permit if:

(1) the applicant submits a complete application at least five days prior to the day the applicant intends to place the force main within the identified right-of-way or a shorter time if approved by the road authority; and

(2) the requirements under subdivision 13 are met.

Sec. 3. Minnesota Statutes 2014, section 160.27, is amended by adding a subdivision to read:

Subd. 12. **General authority for certain field application.** When the local road authority has not adopted an ordinance establishing a permitting process under subdivision 11, an owner or occupant may place a pressurized flexible force main within right-of-way under the jurisdiction of the local road authority to transport manure for field application if:

(1) the local road authority has not notified the owner or occupant of scheduled road authority maintenance activities that would be unduly interfered with if the placement occurred during the maintenance activity; and

(2) the requirements under subdivision 13 are met.

Sec. 4. Minnesota Statutes 2014, section 160.27, is amended by adding a subdivision to read:

Subd. 13. **General regulations regarding certain field application.** The following requirements apply when a force main is placed in a road right-of-way under subdivision 11 or 12:

(1) the owner or occupant must provide, at least one business day prior to placement of the force main, written or electronic notice to the local road authority of the intent to place a force main within an identified right-of-way;

(2) unless specifically authorized, the force main must not be left in a right-of-way for more than 21 consecutive days;

(3) the owner or occupant must identify and notify the local road authority of the intended starting and end points, and the path of the intended placement;

(4) the owner or occupant must provide to the local road authority the intended starting and ending dates the force main will be placed in the right-of-way;

(5) unless otherwise instructed by the applicable local road authority, the owner or occupant must place the force main in the backslope of the right-of-way to the extent possible;

(6) unless specifically instructed otherwise, the owner or occupant must place all pumping equipment outside of the right-of-way;

(7) the identified right-of-way must not be a controlled-access highway under section 160.08;

(8) the owner or occupant must provide the local road authority (i) the owner or occupant's full name, address, and phone number where the owner or occupant can be reached during the time the force main is placed within the right-of-way, and (ii) any other contact information where the owner or occupant can be reached after the force main has been removed from the right-of-way;

(9) field application must be performed by the holder of a valid commercial animal waste technician applicator license under section 18C.430, including proof of financial responsibility;

(10) the force main placement must not unreasonably interfere with: (i) another landowner or occupant's access to the owner or occupant's property; (ii) the safe use of the right-of-way in which the force main is placed; (iii) the safe use of any driveway or private road that the force main crosses; or (iv) maintenance activities authorized by the local road authority;

(11) no prior notice under clause (1) or permit under subdivision 11 is required if the placement of the force main is necessary to prevent overflow of a manure lagoon or manure storage pond or to deal with emergency pumping activities created by flooding, natural disaster, or declared emergency. The owner or occupant must make a good faith effort to notify the local road authority of emergency placement and operation of a force main under this clause, and must remove the force main within three days following the end of the impending overflow, flood, natural disaster response, or declared emergency;

(12) the local road authority may remove or have removed, at the owner or occupant's expense, any force main remaining in a right-of-way beyond the number of days authorized under this section;

(13) the owner or occupant is responsible for restoring the right-of-way to the preplacement condition, including the immediate cleanup of any spillage or leakage of manure into the right-of-way; and

(14) a local road authority may, by ordinance, restrict the number of force mains simultaneously located in the same right-of-way.

Sec. 5. Minnesota Statutes 2014, section 160.27, is amended by adding a subdivision to read:

Subd. 14. **Damage or spills; liability and immunity.** (a) A commercial animal waste technician company licensed under section 18C.430 using a pressurized flexible force main for the transport of manure for field application under this section is liable for the costs of cleanup and repair for any spill or damage caused by a commercial animal waste technician applicator during the placement, use, or removal of the force main.

(b) Neither the commissioner nor any city, county, or town road authority is subject to any cause of action arising from the placement or operation of a pressurized flexible force main under this section.

**APPLICATION.** This section applies to causes of action arising after the effective date of this section.

Sec. 6. **EFFECTIVE DATE.**

This act is effective the day following final enactment.

Presented to the governor May 24, 2016

Signed by the governor May 31, 2016, 10:13 a.m.

GRANT OF INGRESS AND EGRESS EASEMENT

Morrison County, a body corporate and politic existing under the laws of the State of Minnesota (hereinafter referred to as "Grantor"), is the owner of the following land described as follows:

See Attached Exhibit A

Michael and Dawn Gruber (hereinafter referred to as "Grantee") owns adjacent property described as follows:

Grantor hereby quitclaims and conveys to Grantee a non-exclusive easement for the sole purpose of ingress and egress over and across Grantor's property, the location of which easement is shown in Exhibit C which is attached hereto. The grant is subject to the following conditions:

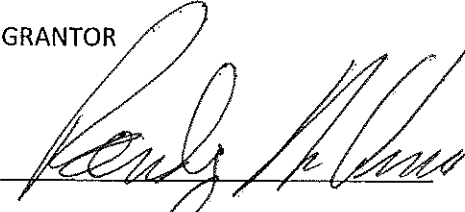
1. No fence, raised curbing, division, rail, hedge, wall, planting, material, structure, or other obstruction of any type may be erected, permitted, or maintained over, under, on through, across, or with any part of the easement area.
2. The current gate located on the property can remain, however, a key will be provided to the Grantor so as to provide access if needed. The Grantee can remove the gate at any point in time and shall not reconstruct another gate in its place.
3. The Grantor shall have no responsibility to the Grantee for installation, maintenance, repair, snow removal, and other general upkeep of the easement area.
4. The Grantee shall indemnify and hold the Grantor harmless from and against all claims and damages arising out of the use of the easement area and any work performed by such owners, or their agents, licensees, or permittees, the easement area.
5. The easement created hereby may only be amended, changed, or terminated by a written agreement signed by the Grantor and the Grantee.
6. None of the terms or provisions hereof shall be deemed to create the relationship of principal, agent, partnership or joint venture between or among the Grantor and Grantee.
7. This easement is effective beginning on August 8<sup>th</sup>, 2016, and shall remain in effect until otherwise identified.

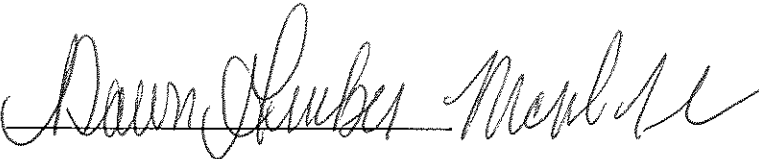
This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota.

SIGNED on this the 23 day of August, 2016.

GRANTOR

GRANTEE

  
Morrison County Chairman

  
Michael and Dawn Gruber



HIGHWAY 10

83RD ST

03 03 20007

030320008

AG

030320000

001

HIGHWAY 10