



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

SEPTEMBER 13, 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 Randy Winscher, Duane Johnson, Mike Wilson, Jeff Jelinski, and Kevin Maurer.

Staff present: Deb Gruber, Deb Lowe, Brad Vold, Tabitha Maher, Steve Backowski, Amy Kowalzek, Katy Kirchner, Joe Byrne, Brian Middendorf, Shawn Larsen, Brett Fellbaum, Victoria Ingram, Glen Erickson.

Others present: Tyler Jensen, Mark Slupe, Rachael Buckalew, Carol Anderson, Herb Broschofsky, Chuck Storkamp, Pat Boone, Jerry Chandler, Anthony Wenzel, Judy Wenzel, Perry Burros-Lemke, Dennis Lemke, Bob Koll, and Mary Warner.

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 August 23, 2016.

AGENDA CHANGES

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

PUBLIC HEARING: PUBLIC HEALTH TOBACCO ORDINANCE

A public hearing was conducted and one comment was received.

Dennis Lemke, from Oak Grove, MN commented on Anoka County's issue with narcotic prevalence and stated we need to do anything we can to push back and he is glad to see Morrison County getting involved.

A motion was made by Commissioner Jelinski, seconded by Commissioner Wilson and carried unanimously to approve the updated Ordinance Regulating the Sale of Tobacco and Tobacco Related Devices.

PUBLIC HEALTH

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve the 2016 New Owner Establishment License to John Beichacek, District #1, 2 Tall Tavern, Cushing, MN.

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve the transfer of liquor license (On, Off & Sunday) from the Hitchin Rail, Inc to 2 Tall Tavern, Inc (John Brichacek).

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve 2016 Tobacco License in Morrison County:

2 Tall Tavern, John Brichacek, 31723 Azure Rd., Cushing, MN.

A motion was made by Commissioner Johnson, seconded by Commissioner Wilson and carried unanimously to approve 2016 New Owner Establishment License to Marilyn and Bob Girtz, District #1, Tall Pines Retreats, Cushing, MN.

RICH PRAIRIE SEWER AND WATER

Herb Broschofsky, and Chuck Storkamp presented the Audited Financial Statements from December 31, 2015 and 2014 for Rich Prairie Sewer and Water District in Pierz, MN.



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COMMUNITY DEVELOPMENT

Carol Anderson, Community Development Coordinator, discussed current and upcoming projects in Morrison County with the Board of Commissioners.

LAKE SHAMINEAU LEVY STRUCTURE

A motion was made by Commissioner Wilson, seconded by Commissioner Johnson and carried unanimously to approve the Order for Lake Shamineau District which includes Levy Structure for commercial properties and one assessment per parcel (no longer per owner).

SHERIFF'S REPORT

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to authorize the Resolution #2016-073 Toward Zero Death Federally funded overtime grant.

SOCIAL SERVICES REPORT

Brad Vold, Social Services Director, provided information on chemical dependency services in Morrison County.

PLANNING AND ZONING

A motion was made by Commissioner Maurer and seconded by Commissioner Jelinski and carried 4-1 with Commissioner Winscher opposing to consider the After the Fact Interim Use Permit request for Anthony & Judith Wenzel to continue a kennel; including conditions, with a revision for #3: changing permit validity from 5 years to 15 years from date of issuance; S ½ of NE ¼, Section 3, Township 130, Range 30, Darling Township; per recommendation from the Morrison County Planning Commission on August 22, 2016. A copy of the Findings of Fact, revised conditions and decision are attached to these minutes.

INFORMATION TECHNOLOGY

A motion was made by Commissioner Maurer, seconded by Commissioner Jelinski and carried unanimously to authorize the MnCCC Joint Powers Agreement and Bylaws.

The County Board recessed at 10:28am and reconvened at 10:36am.

CAMP RIPLEY

A motion was made by Commissioner Johnson, seconded by Commissioner Maurer and carried unanimously to approve Resolution #2016-071 Declaring a State of Emergency for Camp Ripley in Morrison County.

ASSESSOR'S REPORT

A motion was made by Commissioner Johnson, seconded by Commissioner Wilson and carried unanimously to approve the Abstract of Tax Abatements dated September 13, 2016 as attached to these minutes.

AUDITOR/TREASURER'S REPORT

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve an exempt permit to the Big Lake Sportsman Club to hold a raffle on November 26, 2016 at the Stone Hill Bar and Grill.

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

COUNTY BOARD WARRANTS

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



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

NOW THEREFORE, BE IT RESOLVED, that the list of County Board Warrants on file in the Auditor/Treasurer's Office for September 13, 2016 be approved for payment:

REVENUE	\$	115,175.08
PUBLIC WORKS	\$	116,950.33
SOCIAL SERVICE	\$	211,154.26
SOLID WASTE	\$	38,209.46
PARKS	\$	4,744.00
LOCAL COLLABORTIVE	\$	506.48
BUILDING FUND	\$	456.54
TOTAL	\$	487,196.15
MEALS	\$	132.03
CREDIT CARDS	\$	8,958.17

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".

PUBLIC WORKS

A motion was made by Commissioner Jelinski, seconded by Commissioner Wilson and carried unanimously to authorize signing of the Resolution#2016-072 Cooperative Agreement between MnDNR and Morrison County for a Veteran's trail project..

ADMINISTRATION REPORT

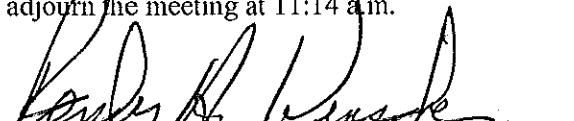
A motion was made by Commissioner Winscher, seconded by Commissioner Maurer and carried unanimously to appoint Duane Johnson, Mike Wilson, and Nicole Kern as the MACCAC Delegates for Community Corrections.


COUNTY BOARD REPORTS AND SCHEDULE

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

ADJOURNMENT

A motion was made by Commissioner Johnson, seconded by Commissioner Wilson and carried unanimously to adjourn the meeting at 11:14 a.m.


Randy H. Winscher, Chairman


Deb Gruber, Clerk to the County Board

ORDINANCE REGULATING THE SALE OF TOBACCO AND RELATED DEVICES AND PRODUCTS

The County Board of Morrison County hereby ordains:

SECTION 1: PURPOSE

The purpose of this Ordinance is to regulate the sale, possession, and use of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products (licensed products) for the purpose of enforcing and furthering existing laws, to protect minors against the serious effects associated with the illegal use of licensed products, and to further the official public policy of the State of Minnesota in regard to preventing young people from starting to smoke as stated in Minn. Stat. § 144.391, and to protect the general health and welfare of citizens of Morrison County.

SECTION 2: DEFINITIONS

- A. COUNTY BOARD shall refer to the Morrison County Board of Commissioners.
- B. CHILD-RESISTANT PACKAGING means packaging that meets the definition set forth in Code of Federal Regulations, Title 16, Section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method describes in Code of Federal Regulations, Title 16, Section 1700.20, as in effect on January 1, 2015.
- C. CIGAR means any roll of tobacco that is wrapped in tobacco leaf or in any substance containing tobacco, with or without a tip or mouthpiece, which in not a cigarette.
- D. COMPLIANCE CHECKS means the system the county uses to investigate and ensure that those establishments authorized to sell licensed products are following and complying with the requirements of this Ordinance. Compliance checks involve the use of minors, as is authorized by this Ordinance, who attempt to purchase licensed products for educational, research and training purposes as authorized by state and federal laws.
- E. ELECTRONIC DELIVERY DEVICES means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of aerosol or vapor from the product. Electronic delivery devices includes any component part of a product, whether or not marketed or sold separately. Electronic delivery devices does not include any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose.
- F. INDOOR AREA means all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50% of the combined

surface area of the vertical planes constituting the perimeter of the area. A wall includes and retractable divider, garage door, or other physical barrier, whether temporary or permanent. A standard (0.011 gauges window, with an 18 by 16 mesh count) window screen is not considered a wall.

- G. **INTERFERE WITH AN INSPECTION OR COMPLIANCE CHECK** means any action intended to interrupt or impede a legally mandated enforcement action testing compliance with Minn. Stat. §§ 609.685-.6855 or other provisions of this Ordinance. Prohibited actions include but are not limited to:
1. Being physically threatening or abusive to any individual involved in the compliance check.
 2. Engaging in offensive, obscene, abusive or threatening language or conduct toward any person involved in a compliance check.
 3. Destroying a driver's license or other identification given by an individual involved in the compliance check to a person selling tobacco or tobacco devices.
- H. **LICENSED PRODUCTS** means tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products.
- I. **LOOSIES** means a single or individually packaged cigar or cigarette, or any other licensed product that has been removed from its intended retail packaging and offered for sale. Loosies does not include individual cigars with a retail price, after any discounts are applied and before any sales taxes are imposed, of at least two dollars and ten cents (\$2.10) per cigar.
- J. **MINOR** means an individual under the age of 18 years.
- K. **MOVEABLE PLACE OF BUSINESS** means any retail establishment whose physical location is not permanent, including, but not limited to, any form of business operated from a kiosk, other transportable structure, or a motorized or non-motorized vehicle.
- L. **NICOTINE OR LOBELIA DELIVERY PRODUCTS** means any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such product, which is not tobacco or an electronic delivery device as defined in this Section. Nicotine or lobelia delivery products does not include any products that has been approved or otherwise certified for legal sale by the United States Food and Drug Administration for tobacco use cessation or for other medical purposes and is being marketed and sold solely for that approved purpose.
- M. **RETAIL ESTABLISHMENT** means any place of business where licensed products are available for sale to the general public. This includes, but is not limited to, grocery stores, gas stations, convenience stores, bars, and restaurants.
- N. **SALE** means any transfer of goods for money, trade, barter, or other consideration.
- O. **SELF-SERVICE MERCHANDISING** means open displays of licensed products in any manner where any person shall have access to the licensed products without the assistance or intervention of the licensee or the licensee's employee. The assistance or intervention shall entail the actual physical exchange of the licensed product between the customer and the licensee or employee. Self-service merchandising shall not include vending machines.

- P. **SMOKING** means inhaling or exhaling smoke from any lighted or heated cigar, cigarette, pipe, or any other tobacco or plant product, or inhaling or exhaling vapor aerosol from an electronic delivery device. Smoking includes being in possession of a lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation, or an electronic delivery device that is turned or otherwise activated.
- Q. **TOBACCO** or **TOBACCO PRODUCTS** means any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, or any component, part or accessory of a tobacco product, including but not limited to cigarettes, cigars, cheroots, stogies, perique, granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff, snuff flour, Cavendish, plug and twist tobacco, fine cut and other chewing tobacco; shorts, refuse scraps, clippings, cuttings, and sweepings of tobacco; and any other forms of tobacco. Tobacco excludes any product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold for such approved purpose.
- R. **TOBACCO-RELATED DEVICES** means any pipe, rolling papers, or any other device designed or intended to be used in the manner that enables the chewing, sniffing, smoking or inhalations of vapors of tobacco or tobacco products. Tobacco-related devices includes accessories or components of tobacco-related devices which may be marketed or sold separately.
- S. **TOBACCO HEARING BOARD** means a three member board that hears challenges to alleged violations of this Ordinance. The Tobacco Hearing Board will be comprised of the County Administrator, the Chair of the County Board, and the Public Health Director. If the licensee requesting the hearing is from the same district as the Chair, the Vice-Chair of the Board will serve in place of the Chair.
- T. **VENDING MACHINES** means any mechanical, electric or electronic, or other type of device which dispenses licensed products upon the insertion of money, tokens, or other form of payment directly into the machine by the person seeking to purchase the licensed product.

SECTION 3: LICENSE

- A. No person shall sell or offer to sell any licensed product without first having obtained a license to do so from the County Board.
- B. The fee for a license shall be set by the County Board. All licenses shall expire on the 31st day of January each year, regardless of the date of issuance. No license will be issued until the proper license fee is paid in full. This annual fee may be adjusted as the Board deems appropriate.
- C. Applications shall be made through Morrison County Public Health. Licenses shall be approved and issued by the County Board. An application for a license to sell licensed products shall be made on a form provided by Morrison County Public Health. The

applicant must submit the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information Morrison County deems necessary. Upon receipt of a completed application, Morrison County Public Health shall forward the application to the County Board for action at its next regularly scheduled Board meeting. If Morrison County Public Health determines the application is incomplete, the application shall be returned to the applicant with notice of the information necessary to make the application complete.

- D. The County Board may either approve or deny the license, or it may delay action for a reasonable period of time as necessary to complete any investigation of the application of the applicant it deems necessary. If the County Board approves the license, Morrison County Public Health shall issue the license to the applicant. If the County Board denies the license, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal the Board's decision.
- E. All licensees under this Ordinance shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued. No transfer of any license to another location or person shall be valid.
- F. No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this Ordinance.
- G. Tobacco licenses shall be posted and displayed on the licensed premises in plain view of the general public.
- H. The renewal of a license under this Ordinance shall be handled in the same manner as the original application. The request for a renewal shall be made at least 30 days but no more than 60 days before the expiration of the current license.
- I. The issuance of a license shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.
- J. This Ordinance shall not apply to any city or town in Morrison County which licenses and regulates the sale of licensed products within its own jurisdiction in conformance with the requirements of Minn. Stat. ch. 461.
- K. Individuals employed by a person licensed under this Ordinance must be at least 16 years of age to sell licensed products.
- L. Smoking shall not be permitted and no person shall smoke within the indoor area of any establishment licensed under this Ordinance. Smoking for the purpose of sampling licensed products is prohibited.

SECTION 4: BASIS FOR DENIAL OF LICENSE

- A. The County Board may deny issuance or renewal of a license or revoke a license already issued for any of the following reasons:
 - 1. The applicant is under 18 years of age.
 - 2. The applicant has been convicted within the past five years of any violation of federal, state, or local law, ordinance provision or regulation relating to licensed products.
 - 3. The applicant had a license to sell licensed products suspended or revoked within the preceding twelve (12) months of the date of application.
 - 4. The applicant fails to provide information required on the application form or provides false or misleading information.
 - 5. The applicant is prohibited by federal, state or local law or regulation from holding such a license.
 - 6. The applicant is delinquent in payment of federal, state, or local taxes, fines and fees.
 - 7. The applicant, or employee or agent of the applicant, has interfered with a compliance check.
 - 8. The applicant has failed to pay an administrative penalty imposed pursuant Section 8.
- B. However, except as may otherwise be provided by law, the existence of any particular ground for denial does not mean that the County Board must deny the license.
- C. If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this Ordinance.

SECTION 5: PROHIBITED ACTS

- A. No person shall sell or offer to sell any license product:
 - 1. By means of self-service merchandising. This does not apply to retail stores which derive at least 90% of their revenue from the sale of licensed products and where retailer ensures that not person younger than 18 years of age is present, or permitted to enter, at any time.
 - 2. By means of any type of vending machine.
 - 3. To any person under the age of 18 years.
 - 4. By means of loosies as defined in Section 2.
 - 5. Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process. It is not the intention of this provision to ban the sale of lawfully manufactured cigarettes or other tobacco products.
 - 6. By any other means, to any other person, or in any other manner or form prohibited by federal, state, or local law, ordinance provision, or other regulation.

- B. Unless otherwise provided, it shall be a violation of this Ordinance:
1. For any minor to have in their possession any license product. This shall not apply to minors lawfully involved in compliance checks.
 2. For any minor to smoke, chew, sniff, vape, or otherwise use any licensed product.
 3. For any minor to purchase or attempt to purchase or otherwise obtain any licensed product, and it shall be a violation of this Ordinance for any person to purchase or otherwise obtain such items of behalf of a minor. It shall further be a violation for any person to coerce or attempt to coerce a minor to illegally purchase or otherwise obtain or use any licensed product. This shall not apply to minors lawfully involved in a compliance check.
 4. For any minor to attempt to disguise their true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.
 5. To sell any liquid, whether or not such liquid contains nicotine, intended for human consumption and use in an electronic delivery device, in packaging that is not child-resistant. Upon request, a licensee shall provide a copy of the certificate of compliance or full laboratory testing report for the packaging used.
 6. To sell, offer for sale, or otherwise distribute a package containing five (5) or fewer cigars for a sales price, after any discounts are applied and before sales taxes are imposed, of less than two dollars and ten cents (\$2.10) per cigar contained within. In addition, no person shall sell, offer for sale, or otherwise distribute cigars in a package containing six (6) or more cigars for a sale price, after any discounts are applied and before sales taxes are imposed, of less than twelve dollars and sixty cents (\$12.60) per package.
 7. To interfere with a compliance check.

Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.

SECTION 6: COMPLIANCE CHECKS AND INSPECTIONS

All licensed premises shall be open to inspection by authorized County officials during regular business hours. From time to time, but at a minimum of once per year, the County shall conduct compliance checks by engaging, with the written consent of their parents or guardians, minors over the age of 15 years but less than 18 years to enter the licensed premises to attempt to purchase licensed products. Minors used for the purpose of compliance checks shall not be guilty of unlawful possession when those items are obtained as part of the compliance check. No minor used in compliance checks shall attempt to use false identification misrepresenting the minors age, and all minor's lawfully engaged in compliance check shall answer all questions about the minor's age asked by the licensee or his or her employee and shall produce any identification for which they are asked. Nothing in this Section shall prohibit compliance checks authorized by state or federal laws for educational research, or training purposes, or required for the enforcement of a particular state or federal law.

SECTION 7: RESPONSIBILITY

Any person licensed under this Ordinance shall be responsible for the actions of their employees in regard to the sale of licensed products, and the sale of an item by an employee shall be considered a sale by the license holder. Nothing in this Section shall be construed as prohibiting the County from also subjecting the clerk or other employee to whatever penalties are appropriate under this Ordinance, state or federal law or other applicable law or regulation.

SECTION 8: VIOLATIONS AND PENALTIES

A. Administrative Penalties

1. If a licensee, employee, or agent of the licensee, violates the provisions of this Ordinance or and state law relating to the sale of licensed products, the licensee shall be charged an administrative penalty of no less than \$75.00 for the first violation, no less than \$200.00 for the second violation within 24 months after the initial violation, and not less than \$250.00 for a third or subsequent violation within 24 months after the initial violation. In addition, the licensee's authority to sell shall be suspended for no less than seven (7) days upon a third or subsequent violation. After the fourth violation the license will be revoked.
2. Other individuals, other than minors regulated by Paragraph A (3) of this Section, found to be in violation of this Ordinance shall be charged an administrative penalty of \$50.00 .
3. Minors found in unlawful possession of or who unlawfully purchase or attempt to purchase licensed products may be subject to an administrative fine, or may be subject to tobacco-related education classes, diversion programs, community service, or another penalty the County believes will be appropriate and effective. The administrative fine or other penalty may be established by ordinance, upon the consultation with law enforcement, courts, educators, parents, children, and other interested parties and may be amended from time to time.
4. The administrative penalty must be paid by a person and/or the licensee within fourteen (14) days from mailing or ten (10) days from personal delivery of the notice of violation unless a hearing is requested as provided in Paragraph B of this Section.

B. Notice and Hearings

1. No license shall be suspended nor other penalty take effect until the person has received notice, either by being served personally or by mail, of the alleged violation and has had an opportunity for hearing. The request for a hearing must be made in writing to Morrison County Public Health within fourteen (14) days from mailing or ten (10) days from personal delivery of the notice of violation. If a person or the licensee fails to request a hearing within the time limits, the person or licensee's right to a hearing will be terminated and they will be required to pay the administrative penalty imposed in Paragraph A of this Section.

2. If a hearing is requested, it shall be held within three (3) weeks of receipt of the request.
3. The hearing shall be held before the Tobacco Hearing Board.
4. The accused shall have the right to hear evidence concerning the accusation, cross exam witnesses, and offer evidence in their own defense.

C. Decision

1. All decisions will require a majority vote of the Tobacco Hearing Board members.
2. If the Tobacco Hearing Board determines that a violation of the Ordinance occurred, that decision, along with the statement of the facts supporting the violation and the penalty imposed, shall be recorded in writing and a copy shall be provided to the violator. A Tobacco Hearing Board will have the authority to determine the deadline for payment of the administrative penalty and/or the days in which the license is suspended.
3. If the Tobacco Hearing Board determines that no violation occurred or that no penalty shall be imposed, such findings shall be recorded in writing and a copy provided to the accused individual.

D. Appeal

Appeals of any decision made by the Tobacco Hearing Board shall be filed in Morrison County District Court. Such appeals must be filed within 10 days if personally served or within 14 days of the date the Tobacco Hearing Board's decision was mailed.

E. Late Payment or Failure to Pay

If the person does not pay the administrative penalty, nor do they request a hearing within the time limits provided in this Section, a second notification of violation will be sent. That person will then have 10 days to pay the fine plus a late fee established by the County Board. If payment is not received after the second notification deadline, this would constitute the basis for denial of license under Section 4. In the alternative, a person's failure to pay may result in criminal prosecution as provided by Section 9.

F. Misdemeanor Prosecution

Nothing in this Section shall prevent the State of Minnesota or Morrison County from seeking criminal prosecution of individuals who violate laws relating to the sale of licensed products.

SECTION 9: CRIMINAL PENALTY

A violation of any portion of this Ordinance constitutes a misdemeanor offense punishable according to the laws of the State of Minnesota. Nothing in this Ordinance shall prevent or preclude Morrison County from seeking criminal prosecution of individuals who violate laws relating to the sale of licensed products.

SECTION 9: CRIMINAL PENALTY

A violation of any portion of this Ordinance constitutes a misdemeanor offense punishable according to the laws of the State of Minnesota. Nothing in this Ordinance shall prevent or preclude Morrison County from seeking criminal prosecution of individuals who violate laws relating to the sale of licensed products.

SECTION 10: EXCEPTIONS AND DEFENSES

Nothing in this Ordinance shall prevent the providing tobacco or tobacco-related devices to a minor as a part of a lawfully recognized religious, spiritual, or cultural ceremony. It shall be an affirmative defense to the violation of this Ordinance for a person to have reasonably relied on proof of age as described in state law.

SECTION 11: SEVERABILITY

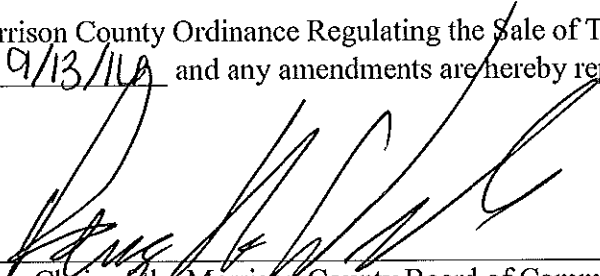
If any portion of this Ordinance is found unconstitutional or otherwise invalid by a court of competent jurisdiction, that finding shall not serve as invalidation or affect the validity and enforceability of any other provision of this Ordinance.

SECTION 12: EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and publication according to law.

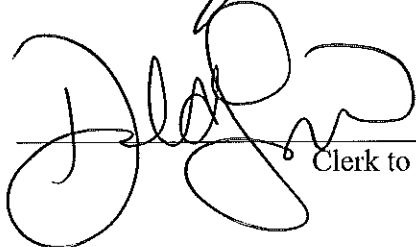
SECTION 13: REPEALER

The Morrison County Ordinance Regulating the Sale of Tobacco and Tobacco Related Devices enacted 9/13/16 and any amendments are hereby repealed.



Chair of the Morrison County Board of Commissioners

09-13-16
Date



Clerk to the County Board

9/13/16
Date

**ORDER ESTABLISHING LAKE SHAMINEAU
LAKE IMPROVEMENT DISTRICT**

Based upon testimony received at a public hearing held at the Morrison County Government Center in Little Falls, Minnesota, on August 23, 2016, the recommendations of staff, and upon all files, records, and proceedings herein, the Morrison County Board of Commissioners makes the following:

FINDINGS

1. Morrison County recognizes that its lakes and rivers are important natural resources. This has been demonstrated by its support of many different past and present lakes and rivers programs within the County. These programs have encouraged lake lot owners and lake associations to manage water quality and exotic vegetation in the County lakes.
2. The Lake Shamineau Lake Improvement District (LID) came to the County Board in early spring of 2016 requesting a change to the levy structure of the Lake Improvement District. They believed this was the best way to fairly and effectively assess residential and commercial property owners. With the LID mechanism, Lake Shamineau is able to recognize lake problems and act to correct them without relying on unpredictable voluntary funding.
3. The LID was organized in July of 2015 with levy assessments of 1 assessment per owner in 2015. This Order changes the formula to one assessment per parcel for all riparian owners plus a 35% assessment per rental unit for commercial properties.
4. Because threats like Eurasian Water Milfoil, Curly Leaf Pondweed, Zebra Mussels, and other non-native invasive species, pollution, shoreline erosion, high water levels, ice jacking and more are threats which should be dealt with early before they become a serious problem; the Lake Improvement District will be working with water oriented businesses as well as all levels of government officials to find solutions to these problems.
5. A Lake Improvement District provides a responsible approach to maintenance and correction. It will continue and expand the work begun by the Lake Shamineau Association as it becomes impossible to fund this essential work with voluntary contributions.
6. On August 9, 2016, the Morrison County Board of Commissioners passed a resolution giving notice of its intent to change the levy structure of the Lake Shamineau Lake Improvement District and setting the public hearing to obtain input about the district levy structure.
7. Notice of the public hearing was sent to the Department of Natural Resources, the Pollution Control Agency, local units of government and all riparian landowners. Notice was published and posted as required by law.
8. On August 23, 2016 the Morrison County Board of Commissioners conducted a public hearing at the Morrison County Government Center in Little Falls, Minnesota concerning the levy structure changes for Lake Shamineau Lake Improvement District. Oral and written comments were received by the Board.

9. A consensus of those attending the hearing or submitting written comments supported the changes to the levy structure as proposed for the Lake Improvement District. The new structure will more fairly distribute the financial burden to those using the lake.
10. The Lake Improvement District is a necessary component in helping to preserve Lake Shamineau as a viable natural resource in the County. Efforts made to date to control aquatic invasive species (i.e. Eurasian water milfoil, purple loosestrife, curly leaf pondweed, zebra mussels, and others) and other non-native or native species whether known or unknown, fund boat and trailer inspections, cleaning and decontamination and other prevention methods, study high water levels and no lake outlet problems, and to monitor water quality have been unsuccessful and/or unfair because they have relied on voluntary contributions of interested individuals.
11. The Lake Improvement District will promote the public welfare by improving the quality of the lake.
12. Landowners will benefit from the Lake Improvement District's aquatic plant management because they will have the opportunity for greater use of the lake and increased property values.
13. The lake management program will be done under the direction of the Minnesota Department of Natural Resources and will not cause or contribute to long-range environmental pollution.
14. The Lake Shamineau Lake Improvement District will include all riparian properties.
15. The primary programs to be undertaken will be the following:
 - a) Aquatic invasive species and other non-native or native species (i.e. Eurasian water milfoil, purple loosestrife, curly leaf pondweed, zebra mussels and others known or unknown, whether plant or animal.)
 - b) Funding boat and trailer inspections, cleaning and decontamination, and other prevention methods.
 - c) High water levels; No lake outlet problems.
 - d) Water Quality Monitoring.
16. The programs will be financed by special assessments imposed on riparian landowners per parcel plus a 35% assessment to commercial owners for each rental unit.
17. The Morrison County Soil and Water Conservation District will be the Agency responsible for supervising the programs of the Lake Improvement District.
18. Delegation of the powers stated below to the Lake Improvement District will assure that representatives of the people most directly affected by the actions of the District will determine its management.
19. The manner of voting outlined below provides a fair method of equalizing control among individuals when there are multiple parcels owned by a single person(s) and/or multiple owners of single parcels.

20. The directors listed below meet the requirements of Minnesota Statute 103B.551.
21. Because of the County's residual financial responsibility under Minnesota Rule 6115.0980, the directors will be required to maintain insurance and follow standard government accounting principles.

Wherefore, the Morrison County Board of Commissioners makes the following Order:

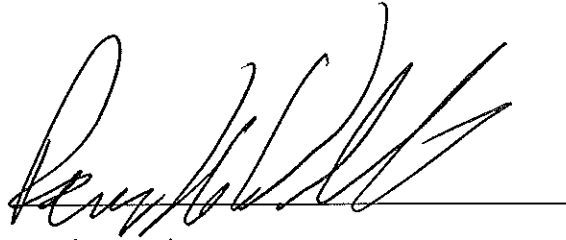
1. The Lake Shamineau Lake Improvement District was established in 2015.
2. The levy structure will be one assessment per parcel, plus an additional assessment of 35% for each commercial rental unit beginning in 2017.
3. The District shall include all riparian (littoral) properties to Lake Shamineau.
4. The Lake Improvement District is authorized to undertake the following programs as determined necessary by their board of directors and in cooperation with the Minnesota Department of Natural Resources.
 - a) Aquatic invasive species and other non-native or native species (i.e. Eurasian water milfoil, purple loosestrife, curly leaf pondweed, zebra mussels and others known or unknown, whether plant or animal.)
 - b) Funding boat and trailer inspections, cleaning and decontamination, and other prevention methods.
 - c) High water levels; No lake outlet problems.
 - d) Water Quality Monitoring.
5. Projects of the Lake Improvement District will be financed by special assessments imposed on riparian (littoral) landowners.
6. The Lake Improvement District will be managed by a five (5) person board of directors. Directors shall be property owners in the Lake Improvement District. Except for the original board appointees, directors shall serve two (2) year terms. The terms shall be staggered. Property owners are those shown as owners on the records of the Morrison County Auditor.
7. The following individuals shall serve as directors for two years beginning upon adoption of this order and continuing until the 2018 Lake Shamineau Lake Improvement District annual meeting: Cindy Kevern, Dale Mashuga, Fred Comb, Rick Rosar, and Bob Koll.
8. Directors shall be elected at the annual meeting to be held in July or August of each year on a date set by the board of directors.
9. A director may be removed from office by a majority vote of the remaining board members for failure to attend meetings or for conduct detrimental to the good of the Lake Improvement District.
10. A vacancy on the Board of directors shall be filled by election at the next annual meeting.

11. Individuals whose names appear as owners of Lake Shamineau riparian property on the records of the Morrison County Auditor are eligible to cast votes for board members and on other Lake Improvement District matters; however, no property shall have more than one vote. A “riparian property” is defined as a parcel or parcels held in separate and distinct ownership, regardless of the number of lots or parcels owned, the acreage, or the number of owners; except, when a “riparian property” is owned in common by members of a condominium, common interest community, planned unit development or other common ownership arrangement, the owners of each unit having an interest in the common riparian property shall have a vote and shall have all other rights and responsibilities, including being subject to assessment, as riparian property owners.
12. Voting for directors will be by secret ballot. Ballots shall be mailed to each property owner within the district at least three (3) weeks prior to the annual meeting. Ballots may be sent or delivered to the clerk of the board prior to or on the date of the annual meeting.
13. Directors may receive compensation for their services as determined by the property owners at the annual meeting and may be reimbursed for actual expenses necessarily incurred in the performance of their duties in the manner provided for County employees.
14. The following powers are hereby delegated to the Lake Shamineau Lake Improvement District:
 - a. To undertake research to determine the condition and development of Lake Shamineau and the water entering into it and to transmit the results of the studies to the Pollution Control Agency and other interested authorities;
 - b. To conduct a program of water improvement and conservation, limited to aquatic nuisance control as allowed by the Minnesota Department of Natural Resources;
 - c. To make cooperative agreements with the United States or state government or other counties or cities to effectuate authorized water and related land resource programs;
 - d. To take actions necessary for the administration of the Lake Improvement District;
 - e. To levy special assessments to finance implementation of the powers identified in this order pursuant to Minnesota Statutes 103B.555, subd.4.
15. The Lake Shamineau Lake Improvement District shall maintain general liability insurance in the amount of tort limits by Minnesota Statute 466 and shall name Morrison County as an additional insured on such insurance policy. A copy of the insurance policy shall be filed annually with the Morrison County Auditor.
16. The Lake Improvement District shall, within four months after its annual meeting, file an annual report with the Morrison County Board of Commissioners, the Minnesota Department of Natural Resources, the Minnesota Pollution Control Agency and the Morrison County Soil and Water Conservation District.
17. The County Board will consider termination of the Lake Improvement District upon receipt of a petition signed by the majority of the property owners in the District.

18. The Lake Improvement District shall operate in accordance with Minnesota Statutes 103B.501 to 103B.581 and Minnesota Rules 6115.0900 to 6115.0980 and within the limitations of this order.

19. This order will become effective 30 days after its publication in the Morrison County Record.

This order was approved by the Morrison County Board of Commissioners at its meeting on September 13, 2016.

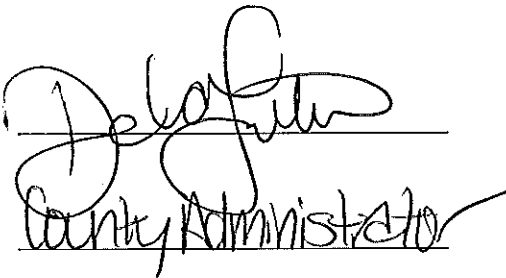


Randy Winscher

Dated this 13th day of September, 2016

Chair, Morrison County Board of Commissioners

Attested to by:



Title

MORRISON COUNTY
RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT #2016-073

Be it resolved that the Morrison County Sheriff's Office enter into a grant
(Name of Your Agency)
agreement with the Minnesota Department of Public Safety, for traffic safety enforcement
projects during the period from October 1, 2016 through September 30, 2017.

Sheriff Shawn Larsen is hereby authorized to execute such agreements and amendments
(Title of Lead Agency Authorized Official)

as are necessary to implement the project on behalf of the Morrison County Sheriff's Office and
(Name of Lead Agency)

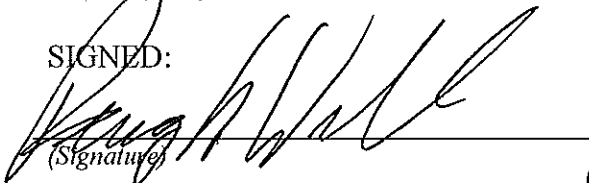
to be the fiscal agent and administer the grant.

(The following is an example of a signature block – other formats for certifying a resolution has been adopted are permitted. In addition, you could instead provide a copy of official minutes of council meeting at which the resolution was approved.)

I certify that the above resolution was adopted by the Morrison County Board
(Executive Body)

on 9/13/16.
(Date)

SIGNED:

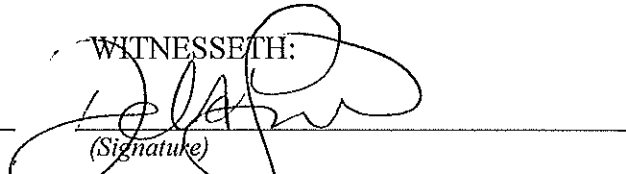

(Signature)

Board Chair*

(Title)

09-13-16
(Date)

WITNESSETH:


(Signature)

County Administrator*

(Title)

9/13/16
(Date)

*or individual(s) named in approved resolution.

STATE OF MINNESOTA
COUNTY OF MORRISON

MORRISON COUNTY BOARD OF COMMISSIONERS
INTERIM USE PROCEEDING

ORDER OF INTERIM USE

PROPERTY OWNER: Anthony & Judith Wenzel – 09.0014.000 & 09.0014.001

The petition for an Interim Use was presented before the Morrison County Board of Commissioners on the 13th day of September, 2016, on a petition pursuant to the Morrison County Land Use Ordinance, for the following described property:

S ½ of NE ¼, Section 3 Township 130, Range 30, Darling Township

IT IS ORDERED that an Interim Use described below be granted:

To continue Kennel; including attached conditions.

This order of Interim Use shall become void if not enacted within two (2) years of the date this order was granted.

DATED this 13th, of September, 2016.



Chairman
Morrison County Board of Commissioners

STATE OF MINNESOTA)

MORRISON COUNTY OFFICE

COUNTY OF MORRISON)

OF PLANNING & ZONING

I, Amy Kowalzek, Planning & Zoning Administrator for the County of Morrison, with and in for said County, do hereby certify that I have compared the foregoing copy and Order granting an Interim Use with the original record thereof preserved in my office, and have found the same to be a correct and true manuscript of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand at Little Falls, Minnesota, in the County of Morrison on the 13th day of September, 2016.



Morrison County Zoning Administrator

In the Matter of an Application
by Anthony and Judith Wenzel for an After-the-Fact Interim Use Permit: 09.0014.000 & 09.0014.001

The above application came on for consideration before the Morrison County Board of Commissioners on September 13, 2016. Based upon the application, information received at the public hearing held on August 22, 2016, the recommendations of staff and all files and records relating to the application, the Board makes the following:

FINDINGS OF FACT

1. The applicant owns and lives on a 40 acre tract of land, made up of two parcels, in Section 3 of Darling Township. The property is heavily wooded.
2. A majority of the property has an Army Compatible Use Buffer (ACUB) easement that limits development.
3. In 2014, the Minnesota State Legislature passed law that required the licensing of Commercial Cat and Dog Breeders by the Minnesota Board of Animal Health (BAH). Per state law, a commercial breeder means a person who possesses or has an ownership interest in dogs and cats and is engaged in the business of breeding dogs and cats for sale or for exchange in return for consideration, and who possesses ten or more adult intact animals and whose animals produce more than five total litters of puppies or kittens per year.
4. The property owner licensed with the BAH as a Commercial Dog Breeder in 2015. One of the license requirements is to show proof of local permitting.
5. Mr. Wenzel came into the Planning & Zoning office after receiving a request for documentation of local permitting from the BAH. The Planning & Zoning Office has no record of the property being granted a permit to operate a kennel.
6. The Morrison County Land Use Control Ordinance defines a kennel as: Any structure or premises on which four (4) or more dogs are kept for sale, breeding, profit or similar uses.
7. Mr. Wenzel established the kennel in 1994. The requirement for a Conditional Use Permit to operate a kennel has been in effect since 1970, and has recently changed to an Interim Use Permit (IUP). Therefore, legal non-conforming status cannot be granted to this use because kennels were required to have a Conditional Use Permit at the time the kennel was established.
8. During the IUP application process, it was discovered that the kennel building did not meet the 500 foot setback from the neighboring home. The Board of Adjustment granted a variance for the kennel building to be 328 feet from the neighboring home on July 12, 2016. The variance was granted with two conditions:
 1. Property owner shall maintain the wooded and vegetative buffer/screening on the property between the kennel and the neighboring home to the north.
 2. The property owner shall research and implement techniques to reduce the barking of the dogs and the effect on the neighbor to the north by November 1, 2016.
9. The applicant is seeking an after-the-fact Interim Use permit to continue to operate the dog breeding kennel.

10. This is a small scale Labrador retriever breeding kennel. The applicant currently owns six (6) breeding females and two (2) male studs. Each female has up to two litters of puppies (of six to eight puppies per litter) per year. On the high side, roughly 96 puppies are produced from the kennel each year. The applicant reports that most puppies have a buyer before they are born
11. The dogs are housed in a repurposed hog barn. It consists of heated indoor and fenced outdoor areas for the dogs. The applicant lives on site.
12. The performance standards and considerations within the Land Use Control Ordinance for kennels are:

1230.2 Regulations.

- a. Kennels are allowed in the AG Zone with the issuance of an interim use permit.
- b. No dogs on the kennel site shall be debarked. No shock collars will be used to control barking.
- c. A cremation or rendering service must be used for the removal of dead animals. A dead animal box must be employed to shield the view of same from public view.
- d. The USDA kennel license must be maintained at all times. The owner must be in compliance with all federal, state, and county statutes and permit requirements at all times. If at any time the kennel owner is convicted of violating such statutes, the County Board may revoke the Conditional Use Permit.

1230.3 Location and Kennel Structure Provisions.

- e. Kennels must be located on a lot containing a minimum of five (5) acres;
- f. Kennels or shelters and dog runs requires a minimum 100 foot setback from any property line and 500 feet from any pre-existing residence, except that of the kennel owner;
- g. Kennel structures will require a land use permit, if more than 120 square feet in size;
- h. Outdoor commercial kennel areas shall be fenced. Fencing shall consist of durable materials, with a minimum height of six (6') feet, and shall deter dogs from escaping over, under, or through fence materials;
- i. Supervision and monitoring of the site must be continuously maintained, either by having the owner or caretaker living on-site, or through electronic monitoring which, at a minimum, means monitoring for power outages, fire, and temperature.

1230.4 Information to be submitted with Interim Use Permit.

- j. Specify the species and maximum number of animals that will be at the site;
- k. A statement that all animals at the property will have current vaccinations;
- l. Identify the location and size of all existing and proposed physical improvements, such as buildings, dog runs and/or outside exercise areas, parking area, and other physical improvements;
- m. A manure management plan;
- n. Information must be provided on how the owner will handle on-site kennel wash water. All kennel owners shall provide proper drainage for indoor and outdoor facilities and which shall be maintained in a healthful manner. Show proposed surface drainage in relation to adjacent land owners and features.

1230.5 Conditions that may be considered to be placed on the Kennel development include, but are not limited to:

- o. Vegetative buffer strips to be used as noise barriers,
- p. Restriction on the number of permitted dogs,
- q. Restricted hours for the use of outside exercise areas,
- r. Location on-site of outdoor exercise areas,

- s. Records need to be kept on-site, or at an identified veterinarian office, and produced upon request;
 - t. Area requirements for indoor exercise areas.
13. No boarding of animals occurs on the site.
 14. The nearest neighbor is approximately 328 feet from the kennel building.
 15. Manure Management: manure is mixed with pine shavings and is hauled to compost piles on the property
 16. Kennel Wash Water Management: Kennel is hosed down daily, water leaves the sloped site and goes into the sand outdoor area and into the woods
 17. Dead Animal Disposal: Aged adult dogs are either euthanized by a veterinarian or re-homed. Stillborn puppies are buried on site.
 18. The applicant provided a copy of the most recent American Kennel Club compliance report and Board of Animal Health inspection, both citing no violations.
 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.

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 in Commercial and Industrial C2: Minimize the impacts of business development on other land use within Morrison County

Objective 1: Limit commercial and industrial development only in area capable of handling such development with adequate infrastructure and services.
 20. Planning and Zoning staff suggested the following condition if approved:

The IUP is valid for ten (10) years from the date of issuance.
 21. A plat map and aerial photos were presented.
 22. 14 notices were sent out regarding this item.
 23. No correspondence was received prior to the meeting
 24. John Tabbatt, a neighbor and Darling Township Board representative commented at the hearing that the Darling Town Board has no issue with the IUP request. He said on a personal note, he hears the barking dogs occasionally, but his own dogs bark more.
 25. Gary Johnson, the neighbor to the north of the kennel, commented at the hearing that he has lived with this kennel for the past 30 years. He said he's had to keep his windows closed to block the sound of the barking dogs and that is has been a nuisance over the years. He requested that a condition be placed on the IUP that the puppies be exercised somewhere other than the northern part of the property which is closest to him.

26. District 1 Commissioner Kevin Maurer suggested the use of a solid barrier to block noise.

25. The Planning Commission had discussion with the applicant about his lack of ideas to meet the condition within the variance to reduce the barking of the dogs and its effect on the neighbor. The Planning Commission discussed at length possible conditions to place on the IUP to reduce the impact of the noise from the kennel on the neighbor, including limited hours for the dogs to be outside, barrier fences, capping the number of dogs and moving the puppy exercise area to the south end of the building.

The Planning Commission found:

1. 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.
2. 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. The kennel is relatively close to the neighbor, but with the existing vegetative screening and the conditions placed on this IUP the noise from the kennel should be reduced and should not affect property value.
3. The structure and the use shall have an appearance that will not have an adverse effect upon adjacent properties, because this is an existing facility. More restrictions on the kennel operation is what will change.
4. The requested use, in the opinion of the Planning Commission, is reasonably related to the existing land use and environment. Kennels are allowed within the Agriculture zoning district. The conditions on this IUP make this use a fit for the area. The kennel meets all Board of Animal Health and American Kennel Club requirements and it must also adhere to the performance standards for kennels within the Morrison County Land Use Control Ordinance.
5. 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 as this is an allowed use in the Agriculture zoning district. No complaints have been received in the past 30 years.
6. The requested use is not in conflict with the Morrison County Comprehensive Plan. The goals for the Agriculture zoning district area compatible with this use.
7. The existing occupants of nearby structures will not be adversely affected because of intrusion of noise, odor, glare, or general unsightliness. Odor, glare and general unsightliness is not an issue. The conditions placed on this IUP mitigate the noise concern. Further, the applicant is not aware of the noise issue where he was not before.

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

1. Dogs shall be indoors between the hours of 6:00 pm and 8:00 am. This practice shall begin by November 1, 2016.
2. Outdoor exercise of the dogs shall occur between the hours of 8:00 am and 6:00 pm. This practice shall begin by November 1, 2016.
3. This Interim Use Permit shall be valid for five (5) years from the date of issuance.
4. The kennel operation shall be performed exclusively by Anthony Wenzel

Anthony and Judith Wenzel – 09.0014.000 & 09.0014.001

September 13, 2016

Conditions

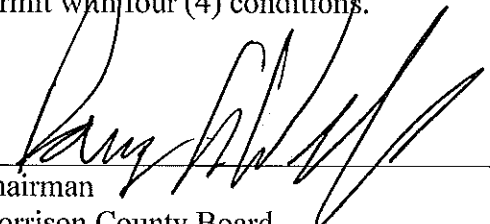
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2. Outdoor exercise of the dogs shall occur between the hours of 8:00 am and 6:00 pm. This practice shall begin by November 1, 2016.
3. This Interim Use Permit shall be valid for fifteen (15) years from the date of issuance.
4. The kennel operation shall be performed exclusively by Anthony Wenzel.

Motion was made by Bob Otremba and seconded by Tom Crawford to recommend approval of the application with above conditions. The vote was "4" in favor, "0" opposed.

At the Morrison County Board of Commissioners meeting the Board discussed the recommended conditions and expressed concern over the five year time period. It was desired by the Board to allow the applicant the ability to avoid the burden of renewing the Interim Use Permit after the five year period. The Board settled on a 15 year permit term.

DECISION

WHEREFORE, the Morrison County Board of Commissioners hereby approves these findings of fact for an After-the Fact Interim Use Permit to Anthony and Judith Wenzel to continue a Kennel, located in Section 3, Township 130N, Range 30W, Darling Township and hereby moves to grant the Interim Use permit with four (4) conditions.



Chairman
Morrison County Board



Clerk
Morrison County Board

Conditions

1. Dogs shall be indoors between the hours of 6:00 pm and 8:00 am. This practice shall begin by November 1, 2016.
2. Outdoor exercise of the dogs shall occur between the hours of 8:00 am and 6:00 pm. This practice shall begin by November 1, 2016.
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4. The kennel operation shall be performed exclusively by Anthony Wenzel

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT**

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT, made as of the 8th day of June, 2016, by and between the Minnesota Counties Computer Cooperative ("MnCCC") and Wagoner County ("Member"), to amend, restate and redefine the operation of MnCCC, and the rights, benefits, obligations and liabilities of MnCCC members.

WITNESSETH:

WHEREAS, MnCCC and its participating members have established by agreement an organization through which the parties may jointly and cooperatively provide for the establishment, operation, and maintenance of data processing facilities, software and other information management systems for the use and benefit of the parties; and

WHEREAS, Minnesota Statutes, Section 471.59, authorizes two or more units of government jointly or cooperatively to exercise any power common to the parties or any other similar power and by agreement to provide for a joint board representing the parties to the agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and pursuant to Minnesota Statutes, Section 471.59, as amended, and any other applicable statutes, the parties hereto do hereby mutually agree, affirm and agree as follows:

Article I: Purpose

Member and the other members of MnCCC have agreed to a cooperative mechanism, enabling them to jointly exercise powers common to each participating member to:

- A. Develop, maintain and enhance proprietary software programs and related information systems and services of interest to MnCCC members and licensees, that can be registered and owned by MnCCC, and which may also be offered to third parties for commercialization by license or other agreement outside of Minnesota;
- B. Acquire or license third party software programs and related information systems and services of interest to MnCCC members;
- C. Provide for post-installation training, maintenance, support, enhancement and related managed professional services for MnCCC software programs and related information systems;
- D. Pursue government and related technology grants and related opportunities to acquire or improve software programs and information systems of interest to MnCCC members and eligible licensees;

- E. Assess, collect, hold and disburse dues, contract payments and other member contributions authorized by the Board;
- F. Employ a full time Executive Director to administer MnCCC operations and directives of the Board, and such other employees as may be necessary or desirable to administer MnCCC operations;
- G. Rent, purchase or otherwise acquire and hold property and other assets necessary or reasonably desirable for the successful operation of the MnCCC;
- H. Organize and conduct annual regional and MnCCC conferences, User Group training sessions, workshops and other meetings of members and licensees; and
- I. Establish and maintain a listing of such minimum acceptable contract terms to be included in any software license or managed services agreement, including such minimum required liability insurance obligations for all such licensors or service providers that meet or exceed the minimum standards as recommended from time to time by the Minnesota Counties Intergovernmental Trust (MCIT), or of any other primary insurer of MnCCC.
- J. Engage in such other similar or related services and programs as determined by the Board as are incident to and proper or reasonable to carry out the foregoing.

It is further the intent of the members to establish procedures whereby additional qualifying members may be added to Agreement, and to establish a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of MnCCC members and eligible software licensees.

Article II: Name

The name of this joint powers entity shall be the MINNESOTA COUNTIES COMPUTER COOPERATIVE, hereinafter sometimes referred to as the “MnCCC”.

Article III: Membership

Membership in the MnCCC shall be open to any governmental unit or other political subdivision of the State of Minnesota as contemplated by M.S. 471.59 Subdivision 1. The Board may impose such conditions on membership, and may create or modify different classes, levels or types of membership within MnCCC, with differing member rights, privileges or obligations as it deems appropriate to protect the interest of the MnCCC and to provide for the benefit of its members; and in compliance with such conditions as are required by this Agreement, then-current Bylaws as amended (“Bylaws”), or by applicable statutes, administrative rules or other applicable Minnesota regulations for Minnesota joint powers organizations. During the term of membership, Member shall be entitled to use software and related managed professional services

for all software in use by any User Group that Member belongs to, subject to payment of all applicable User Group fees or other associated charges relating to such software.

Member agrees that such access and use of software is also contingent upon and subject at all times to compliance with all then-current MnCCC software and information systems rules and regulations (as well as those license and other covenants and obligations made by MnCCC with any third party owners). Member shall maintain in strictest confidence any and all software source code, user documentation or other confidential asset of MnCCC and/or any third party licensor, and acknowledges that such access and usage is reserved and authorized solely for Member's confidential internal use only, and that Member has no right to, and will not sell, license, distribute, transfer or otherwise make any unauthorized copy of any software source or object code or system or user documentation or any derivatives thereof, or to make any other unauthorized use of such assets without the prior written authorization of the MnCCC Board or the Executive Director; and that all MnCCC or third party licensor software or other property (including copies thereof) will be removed from such Member's computer system and returned to MnCCC (or destroyed, if so requested by MnCCC), promptly following such Member's withdrawal, other termination of membership, or following any uncured breach of such license or other software use agreement. In the event that any Member is authorized to and modifies the source code, such Member shall indemnify, defend and hold the MnCCC, other members or licensees, harmless from any claims resulting from such modifications, as well as for any unauthorized disclosure or other unauthorized use of such source code.

Article IV: Board of Directors

There is hereby created a Board of Directors of the MnCCC, herein referred to as the "Board", which shall be empowered to oversee and administer the MnCCC, in the manner provided in the Bylaws, as may be amended from time to time. The Board shall be fully empowered to oversee and direct all the affairs of the MnCCC and to do all things necessary or convenient for the furtherance of the purposes of the MnCCC, including but not limited to: expending and receiving funds; entering into contracts, leases, and other agreements and obligations; employing personnel either as employees or by contract, including consultants, such as technology advisors, attorneys, accountants or others. At all times as Member is an eligible Voting Member (as such term is defined in the Bylaws), Member and each other eligible MnCCC Voting Member shall elect those Board representatives as provided in the Bylaws, who shall each serve for an indefinite term and until such Board representative dies, resigns, retires from employment with, or is otherwise removed or replaced by the affirmative vote of a majority of the Voting Members present and participating at the Annual Meeting, or at a special meeting of the Voting Members called, noticed and held for such purposes.

The Board shall have the full authority and direction of Member to oversee and manage the business of the MnCCC, except:(a) as may be limited or otherwise modified from time to time by any resolution duly approved by the majority affirmative vote of Voting Members in attendance at the Annual Meeting, or at a special meeting of Voting Members called, noticed and held for such purposes; or (b) and/or except for matters of long range policy, or any proposed amendment of this Agreement or of the Bylaws; or (c) the approval of the MnCCC annual budget, which shall each be the exclusive province of the Voting Members. The MnCCC Board

shall be comprised of the officers, regional representatives, and the Information Service Support Group at-large Member, all as designated in the Bylaws, and a majority of all then-current Board members shall be necessary and sufficient to constitute a quorum for the transaction of business.

Article V: User Groups

The Board shall be empowered to create, manage, modify, or terminate MnCCC user groups, to be comprised of members and other licensed end users of similar software programs and other information systems (“User Groups”), to be operated under such standard User Group rules and regulations as have been approved from time to time by the Board (the “User Group Rules and Regulations”). Subject to Board approval, User Groups may elect and replace User Group officers; create and administer annual User Group budgets; and prepare recommendations for User Group software or information systems acquisitions, enhancements or related services of interest to that User Group’s participants, or propose revisions to its User Group’s Rules and Regulations.

Article VI: Bylaws and Operating Policies and Procedures

MnCCC’s then-current Voting Members shall adopt, and shall have the sole power and authority to amend or replace the Bylaws, which shall provide for the operation and administration of the MnCCC. The Voting Members, by resolution of the affirmative two-thirds vote of eligible Voting Members in attendance at the Annual Meeting, or at any special meeting called, noticed and held for such purpose, or by ballot in lieu of a meeting, may also adopt and modify User Group Rules, or any other operating policies and procedures, or other policies or agreements that may be created or utilized from time to time to direct and document the specific activities of the MnCCC, consistent with this Agreement and the Bylaws.

Article VII: Financial Matters/Limitation of Liability

MnCCC shall have a calendar fiscal year beginning January 1 and ending each December 31. On or before June 1 of each year, the MnCCC Board shall prepare and circulate to each Member a proposed annual budget for the following calendar fiscal year, comprised of budgeted operating costs, other expenses, capital costs and other revenues and expense categories, which budget will be subject to review, adjustment and/or approval for the next year by the affirmative majority vote of Voting Members at the Annual Meeting, to be held each June. During each fiscal year, the approved MnCCC budget and individual line items therein may be adjusted by the Board in order to reflect actual costs incurred; changes in estimated expenses, costs or revenues; or reallocation of budgeted costs and expenses, with any such adjustments promptly reported to all MnCCC members. Each User Group shall be responsible for determining and providing amounts to MnCCC’s Executive Director by June 30 of each fiscal year, which will be invoiced to participating User Group members for the following year’s participation and other shared fees and expenses and as otherwise provided in the Bylaws.

Member agrees to promptly pay its proportional share of all MnCCC expenses, as well as its User Group fees or other contributions upon receipt of and in the manner designated in MnCCC invoices, and to pay or reimburse MnCCC for its reasonable attorney’s fees or other costs

incurred in enforcement of this Agreement (collectively, “Costs”). All software licenses and similar agreements will include comparable provisions for User Group Members, or for licensee User Group participants, who are not eligible for MnCCC membership as defined in Article III above. Member will be temporarily ineligible to vote if and for as long as any invoice(s) and any interest or other expenses remain unpaid. Minnesota Statutes Chapter 118A shall govern all depositories and investments of MnCCC funds.

The Board may, at its discretion and from time to time, determine that an assessment is necessary to insure the financial integrity of the MnCCC, to operate and maintain the MnCCC or to carry out other purposes of the MnCCC pursuant to this Agreement. Such assessments shall be in a form, manner and amount as determined by the Board, and shall be payable to MnCCC by Member and other members in the manner specified by the Board, provided that any proposed assessment of Member that exceeds the amount of \$50,000 will not be binding unless and until such assessment has also been ratified by a majority of the applicable County Board of Commissioners or other ultimate governing bodies of those Voting Members present and voting at the Annual Meeting, or at a special meeting of all MnCCC Voting Members called, noticed and held for such purpose.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity”, and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a; provided further that for purposes of that statute, Member expressly declines responsibility for the acts or omissions of MnCCC, or of any other MnCCC member. The parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement, except to the extent to which they have expressly agreed in writing to be responsible for acts or omissions of any other MnCCC member(s) and except as provided in Article IX.B. of this Agreement.

Article VIII: Withdrawal of Member

Member or any other MnCCC members may only withdraw from this Agreement, or any MnCCC User Group created pursuant to Article V, in the manner provided in this Article VIII. To withdraw from a User Group and/or the MnCCC, Member must first give at least ninety (90) days prior written notice of its intent to do so to the MnCCC’s Executive Director, to be delivered by certified or registered mail or national overnight courier service or by facsimile or email, in cases where Member can provide verified, reliable proof of delivery, with such withdrawal to become effective as of the first day of the calendar quarter following the quarter in which such notice was given and the 90 day notice period expires.

Member shall remain jointly and severally liable for its full share of all fees, costs, expenses, debts, obligations and liabilities which were incurred by or on its behalf during the term of its membership, including, without limitation, any such amounts attributable to Member’s participation in any User Group for then-current or pending software or other information system deliverable, service obligation, updates, enhancements or other participatory projects or other work then in progress through the expiration or conclusion of each such User Group program as approved by the User Group prior to Member’s delivery of the termination notice specified in the

prior paragraph. Member's financial withdrawal liability and payment arrangements therefor will be determined by the Board, who shall calculate and offer a present value discount if such liabilities are paid as a lump sum by the Member on or prior to the effective date of termination. Member shall also be liable for all MnCCC enforcement Costs for any withdrawal obligation not paid within 10 days of invoice, or of such other payment deadline as specified by the Board.

Member's withdrawal shall not affect the continuance of the MnCCC or any User Group by the remaining members and other participants. If Member terminates or ceases to qualify for participation in the MnCCC, Member shall have no right or claim to the assets, reserves or other holdings of the MnCCC on withdrawal or termination, unless deemed appropriate by the Board, who may, in its sole discretion, determine the nature and timing of any distribution of assets to a withdrawing member.

Member may apply for post-termination use of MnCCC software in use by such Member as of withdrawal, in the same manner as provided in Article X below for termination of MnCCC membership.

Article IX: Insurance

From time to time, MnCCC may purchase and maintain liability insurance coverage with carriers and such coverage terms as are approved by the Board, in order to insure the activities of MnCCC and its joint software, information systems and services, with copies of such policies made available to members upon request.

- A. MnCCC shall be considered a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Amended and Restated Joint Powers Agreement. MnCCC shall comply with all laws and rules that govern a public entity in the State of Minnesota, and shall be entitled to the protections of Minnesota Statutes, Chapter 466.
- B. MnCCC shall defend, indemnify and hold Member harmless against all claims, losses, liability, suits, judgment, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of MnCCC. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

Article X: Term of Agreement/Termination of All Member Agreements

This Agreement shall remain in effect indefinitely until:

- A. Terminated by the written agreement of Member and all other MnCCC members;
- B. Suspended or superseded by a subsequent agreement between all MnCCC members, adopted and approved at a duly called meeting or otherwise as provided by the Bylaws;

- C. Dissolution of MnCCC by affirmative vote of a majority of its members;
- D. Otherwise terminated by operation of law;

In the event that the MnCCC is terminated as specified in subsections (A)-(D) above, and subject to the provisions of Article XII below relating to potential future use of software products then in use by MnCCC, any property or other assets acquired by the Board shall be distributed to Member and the then-current other members in a manner commensurate with their contributions, or otherwise as determined by the Board. However, sufficient reserves shall be retained and maintained consistent with the MnCCC's obligations and known or foreseeable risks, under this Agreement, the Bylaws, and applicable laws or regulations.

Article XI: Term of Agreement/Termination of Member's Agreement

This Agreement shall remain in effect indefinitely until:

- A. Terminated by the mutual written agreement of MnCCC and Member; or
- B. Terminated by MnCCC following delivery of any exclusion notice issued by MnCCC to Member under [Article VI] of the then-current MnCCC Bylaws, or otherwise in any manner provided for therein.

Article XII: Post Termination Use of MnCCC Software

Termination under Article X or Article XI will also terminate Member's rights and license to use MnCCC software or related services, except with MnCCC's express prior written consent. MnCCC agrees to grant its consent upon request and provided that Member is no longer delinquent in any payment or other pre-termination obligations for the then-current version(s) of any software owned by MnCCC, and/or licensed from third parties and sublicensable after termination of such membership. Any such post-termination use of software by a former Member will be on a nonexclusive, nontransferable basis; fully subject to the terms of any then-current license or sublicense agreements; and contingent on the execution of an assumption, release and indemnification agreement in a form specified by MnCCC, acknowledging that such software is being acquired without warranty and in "AS IS" condition, and that the user(s) thereof will indemnify, defend and hold MnCCC, its other members, employees, licensees and other affiliates harmless from any liability for post- termination use thereof.

Article XIII: Entire Agreement; Amendments

This Agreement, the Bylaws and applicable User Group Rules and Regulations constitute the parties' entire agreement and understanding regarding the organization and general operation of the MnCCC. This Agreement replaces all prior oral or written agreements or understandings regarding the common exercise of joint powers as contemplated by Minnesota Statutes § 471.59. Any Voting Member may propose one or more amendments to this Agreement, which shall be forwarded to all Members upon receipt. In order to amend this Agreement, the Voting Members, by resolution of the affirmative majority vote of eligible Voting Members in attendance at the

Annual Meeting, or at any special meeting called, noticed and held for such purpose, or by ballot must affirmatively approve of such amendment, effective as of the date of the meeting or resolution, or such later affirmative date as may be specified therein.

Article XIV: Remedies

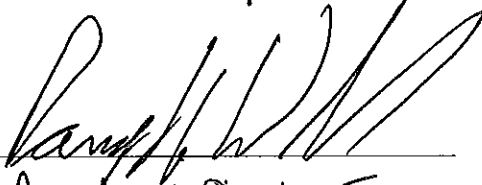
Failure to pay, within sixty (60) days of date of invoice, any MnCCC Dues, Charges, or other amounts billed by MnCCC shall result in a late-payment penalty charge at the lower rate of: (a) one percent (1%) per month compounded monthly on the unpaid balance. The Board shall have authority to waive any late-payment penalty charge, upon a showing of excusable neglect or other good cause, as determined in its sole discretion. Each Joint Powers Agreement and Licensee Agreement shall contain provisions obligating each Member (or Licensee) to pay or reimburse MnCCC for its reasonable attorney's fees and other expenses incurred in the enforcement of any MnCCC right or remedy thereunder.

Article XV: Governing Law/Jurisdiction and Venue

This Agreement will be governed by the laws of the State of Minnesota. Each party irrevocably submits to the jurisdiction of the applicable federal or state courts located in Ramsey County, Minnesota. Member and MnCCC each agree that such courts shall be the exclusive venues for any disputes arising hereunder.


IN WITNESS WHEREOF, the undersigned Member and MnCCC have caused this agreement to be signed in duplicate or counterpart originals, all of which are considered to be a single agreement dated and effective as of the date hereof and delivered on their behalves.

Morrison County (MEMBER)

By: 
Name: Mandy Wrocher
Board Chair

MINNESOTA COUNTIES
COMPUTER COOPERATIVE (MnCCC)

By: 
Dayle Moore, Board Chair

And: 
Lisa Christine Meredith
Executive Director

**MORRISON COUNTY
REQUEST FOR BOARD ACTION**

REQUESTED BOARD DATE: September 13, 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
September 13, 2016.**

BACKGROUND INFORMATION:

See attached.

Additional information attached: No or Yes

ABSTRACT OF TAX ABATEMENTS

September 13, 2016

1. TIM CONRADY JR, Parcel Number 43.5002.051, Randall City

The mobile home on this parcel has been on wheels and unlivable since 2014. Therefore, it should not have been valued or taxed for taxes payable in 2015 & 2016. The **2015** taxes in the sum of \$50.00 should be deleted, along with any penalty & interest. The **2016** taxes in the sum of \$46.00 should be deleted, along with any penalty & interest. This parcel will be inactivated for future years. **Amount of Credit: \$96.00 (along with any penalty & interest). Recommend Approval.**

2. RITA M ZILKA, Parcel Number 48.0844.000, Little Falls City

The homestead on this parcel was removed in error, so it should have been classified as Residential Homestead for taxes payable in 2016. Correcting the taxes payable in 2016, would decrease the taxes from \$1,922.00 to approximately \$1,508.00, a decrease of \$414.00. This will be corrected for the 2016 assessment, taxes payable 2017. **Amount of Credit: \$414.00. Recommend Approval.**

Abstract of Tax Abatements (Continued)

Page 2

September 13, 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

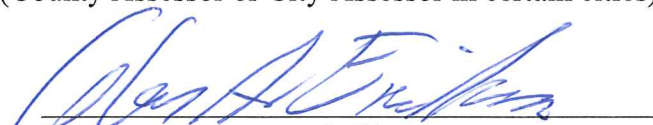
September 13, 2016
Date

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)

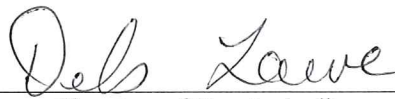
Page 3

September 13, 2016

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

XX Approved _____ Denied

I certify that at a meeting held September 13, 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.



Signature of County Auditor

9/13/16

Date

**CAMP RIPLEY VETERANS STATE TRAIL
STATE TRAIL ENGINEERING AND DESIGN
SOO LINE TO LITTLE FALLS TRAIL SEGMENT
COOPERATIVE AGREEMENT**

**BETWEEN
THE STATE OF MINNESOTA AND MORRISON COUNTY**

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and Morrison County hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.015, sub.28, to establish, develop, maintain and operate the Camp Ripley Veterans State Trail; and

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the State and County have determined that the development of the approximately 8 mile segment of the Camp Ripley Veterans State Trail extending between the existing Soo Line Regional Trail and the City of Little Falls is of high priority; and

WHEREAS, the County owns or has easement over lands including but not limited to the right-of-way of Morrison County Highway 52 as well as several other County administered highways that represent potential alignments for the Camp Ripley Veterans State Trail and traversing portions of Sections 19, 30, T129N, R29W; Sections 25, 36, T129N, R30W; Sections 18, 19, 29, 30, T128N, R29W; Sections 1, 12, T128N, R30W; Section 1, T39N, R32W; and Sections 16, 17, 22, 23, 25, 28, 36, T40N, R32W, Morrison County, hereinafter referred to as "the Trail"; as shown in the maps attached and incorporated into this agreement as Exhibit A; and

WHEREAS, the State has begun the development of conceptual trail alignment designs and engineering plans for potential segments of the Camp Ripley Veterans State Trail, herein after referred to as the "State Trail", and attached hereto as Exhibit B; and

WHEREAS, the State has requested the assistance of the Morrison County, and the Morrison County Highway Engineer in the completion of the necessary surveys, alignment selection, preliminary engineering for the design, plans and specifications for the potential State Trail segments to be developed by the State on County administered lands; and

WHEREAS, the State has been provided funding by the 2014 Minnesota Legislature for the acquisition and development of the Camp Ripley Veterans State Trail; and

WHEREAS, the County willing to provide assistance to the State in the survey, alignment selection, preliminary engineering, design, plans and specifications for the construction of those segments of the State Trail to be developed on County administered lands; and

WHEREAS, the final design, engineering plans and specifications for the State Trail on County Administered lands will be developed by the State and approved by the County; and

WHEREAS, upon completion of a final Plan for the development of the State Trail on County Administered lands, approved by the County, the State and the County shall cooperatively develop a separate Agreement for the development, administration, operations and maintenance of the State Trail; and

WHEREAS, a resolution or copy of the County Board meeting minutes authorizing the County to enter into this agreement is attached hereto as Exhibit C; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the public bodies hereto and for the benefit of

Camp Ripley Veterans State Trail
County of Morrison
DNR P&T 8/1/16

1

the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall be the lead in the survey, engineering, and design of the State Trail. The design shall meet ADA requirements where applicable and shall be approved by the County within County administered lands.
- b. The State shall provide funding assistance with the survey, engineering and design provided by the County. This funding shall be limited to the project specific County expenses directly related to the State Trail.
- c. The State shall review and approve the preliminary and final plans for the State Trail if prepared by the County.
- d. State approval and comment of survey, engineering and design of the State Trail completed by the County, will be provided to the County by the State's designated Project Engineer.
- e. The County may not subcontract any of the survey, engineering and design of the State Trail without approval by the State. Written approval and concurrence to award a contract will be provided to the County by the State's designated Project Engineer.
- f. All changes to the engineering or design plans for the State Trail within County Administered lands and proposed by the State shall be subject to approval by the County. County approval and comment will be provided to the State by the County Public Works Director.
- g. Upon completion, the State shall be solely responsible for the implementation of the State Trail plans.

II. COUNTY'S DUTIES AND RESPONSIBILITIES

- a. The County shall provide technical assistance with the survey, engineering and design of the State Trail within County administered lands.
- b. The County may not subcontract any of the survey, engineering and design of the State Trail without approval by the State. Written approval and concurrence to award a contract will be provided to the County by the State's designated Project Engineer.
- c. The County may prepare the necessary survey, engineering and design plans and specifications for the State Trail as determined by the State's designated Project Engineer. This work shall be completed under the supervision of a registered professional engineer. The design shall meet ADA requirements and shall be provided in a format specified by the State.
- d. All changes to the engineering or design plans for the State Trail within County Administered lands and proposed by the County shall be subject to approval by the State. State approval and comment will be provided to the County by the State's designated Project Engineer.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (b) above, however, the total obligation of the State for the construction of the facility under Article I (a), as referenced in the Plan, not to exceed **\$25,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* August 1, 2016, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later**.
- b. *Expiration Date:* **December 31, 2018**, or when all obligations under Article II (a)(b)(c)(d) has been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by

all parties and an amendment to this Agreement is completed and executed.

The State shall provide funding for its responsibilities under Article I (a)(c)(d)(e)(f)(g) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered.

Reimbursement of eligible costs will be due within thirty (30) days of the County's presentation of invoices for services performed and acceptance of such services by the State's Project Engineer. The County will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law. The County may seek reimbursement of all State Trail survey, engineering and design related eligible costs from the State.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by Minnesota Statutes Sections 466.01-466.15, and other applicable law.

V. TERM

- a. *Effective Date:* August 1, 2016, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The County shall not begin work under this Agreement until it is fully executed and the County has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date:* December 31, 2018, for a period of 2 years and 5 months except as otherwise provided herein or agreed to in writing by both parties.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the County relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

The County hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the County. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the County by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the County shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the County notice of lack of funding within a reasonable time of the State's receiving that notice.

This Agreement may also be cancelled by the County at any time with or without cause upon thirty (30) days written notice to the State.

IX. GOVERNMENT DATA PRACTICES

Camp Ripley Veterans State Trail
County of Morrison
DNR P&T 8/1/16

The County and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the County or the State.

X. PUBLICITY AND ENDORSEMENT

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

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this 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 agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State
Minnesota Department of Natural Resources
Parks & Trails Division Area (3A) Supervisor
1035 South Benton Drive
Sauk Rapids, MN 56379

The County
County of Morrison
County Public Works Director
213 SE 1st Avenue
Little Falls, MN 56345

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

DEPARTMENT OF NATURAL RESOURCES

COUNTY OF MORRISON

By: _____

By: [Signature]
Kandy H. Wirscher

Title: _____

Title: County Board Chair

Date: _____

Date: 9/13/16

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

COUNTY OF MORRISON

By: _____

By: [Signature]
Deb Gruber

Title: _____

Title: County Administrator

Date: _____

Date: 9/13/16

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

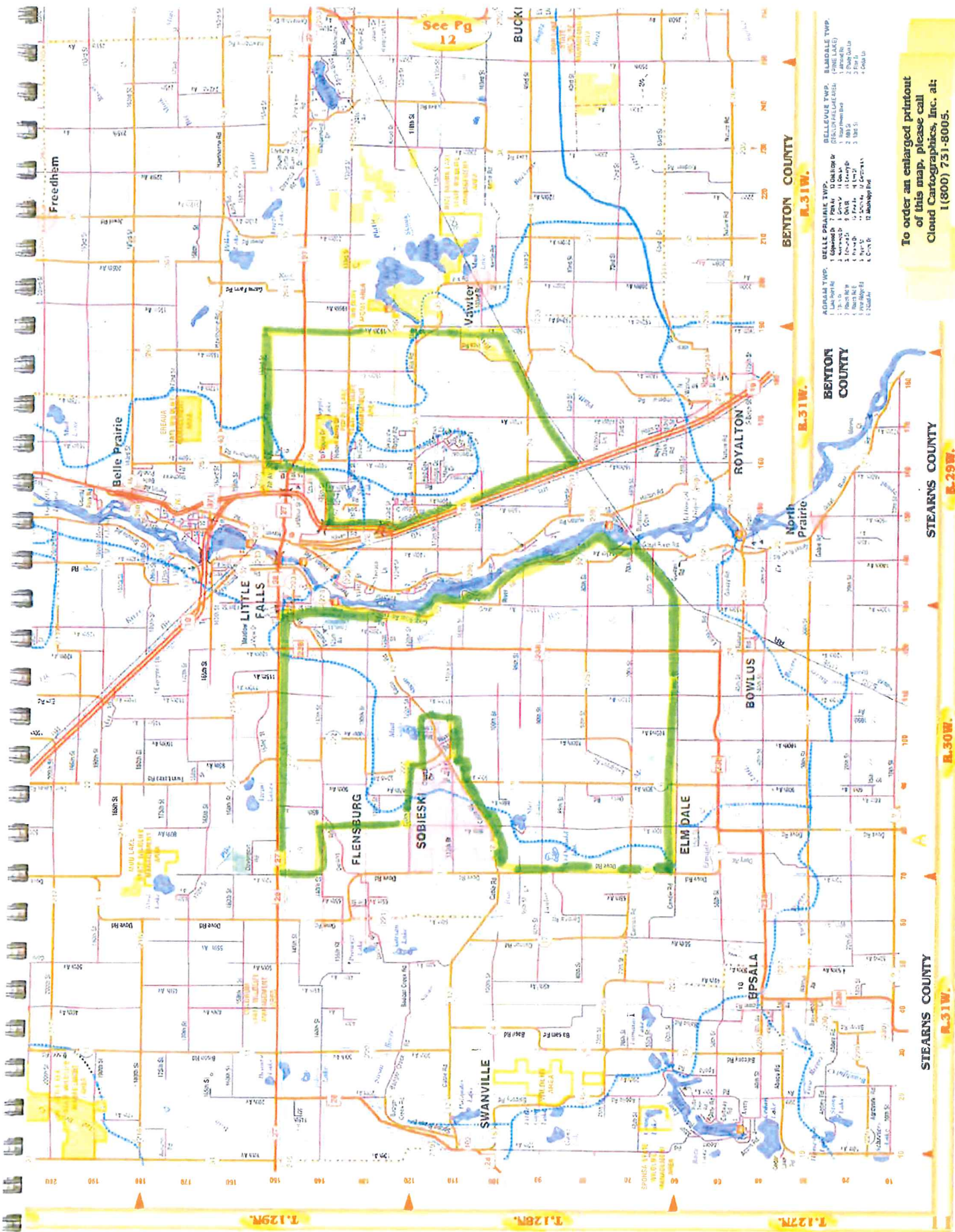
Individual certifies that funds have been encumbered as req.
by Minn. Stat. 16A.15 and 16C.05.

Signed: [Signature]

Date: 8/5/16

Contract: 113685

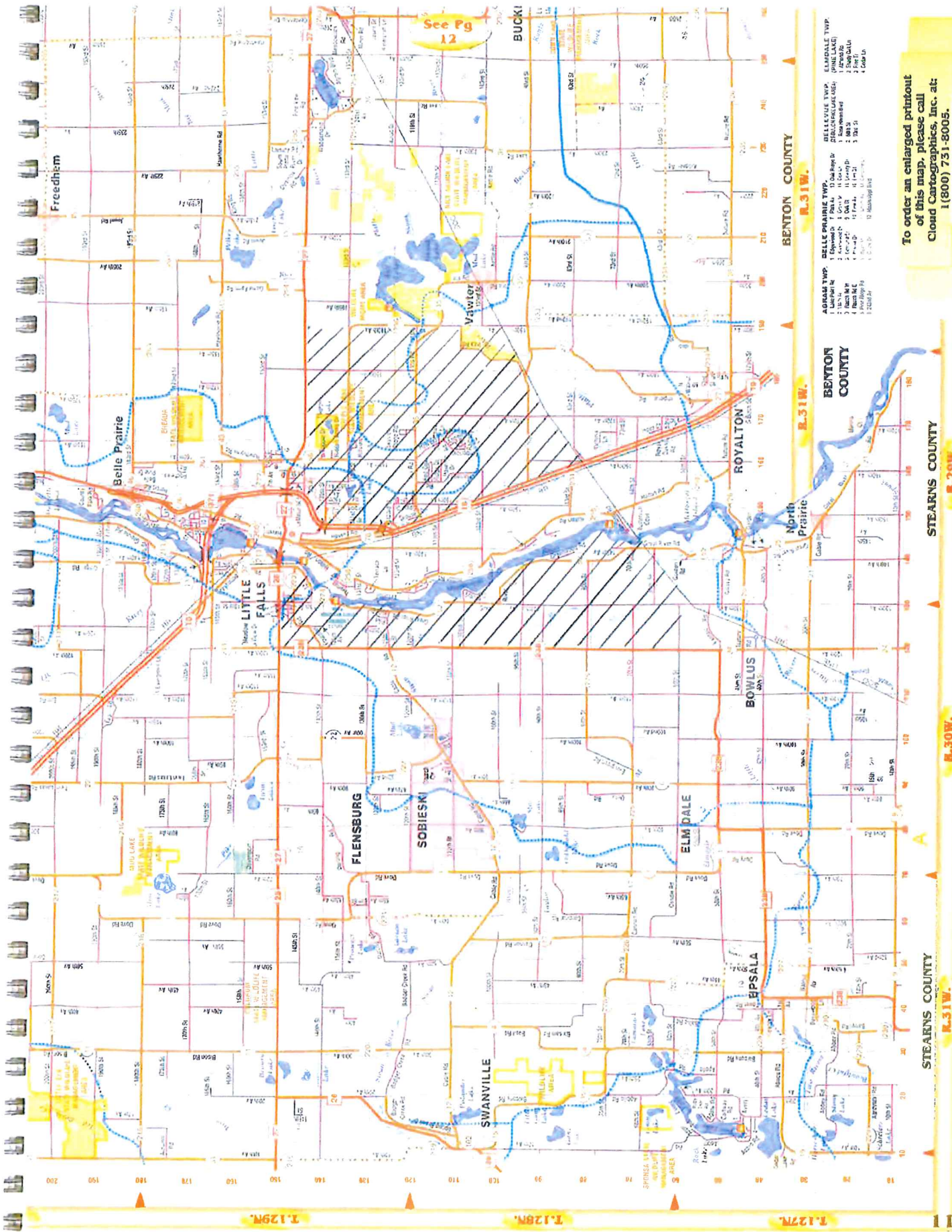
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AGASSI TWP. BELLEVUE TWP. BELLEDALE TWP.
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 12. 1-10-10 12. 1-10-10 12. 1-10-10

To order an enlarged printout
 of this map, please call
 Cloud Cartographics, Inc. at:
 1(800) 751-8005.

EXHIBIT A



- AGASSI TWP.**
- 1. 1836-37
 - 2. 1838-39
 - 3. 1840-41
 - 4. 1842-43
 - 5. 1844-45
 - 6. 1846-47
 - 7. 1848-49
 - 8. 1850-51
 - 9. 1852-53
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 - 15. 1864-65
 - 16. 1866-67
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 - 42. 1918-19
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 - 77. 1988-89
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 - 81. 1996-97
 - 82. 1998-99
 - 83. 2000-01
 - 84. 2002-03
 - 85. 2004-05
 - 86. 2006-07
 - 87. 2008-09
 - 88. 2010-11
 - 89. 2012-13
 - 90. 2014-15
 - 91. 2016-17
 - 92. 2018-19
 - 93. 2020-21
 - 94. 2022-23
 - 95. 2024-25
- BELLE PRAIRIE TWP.**
- 1. 1836-37
 - 2. 1838-39
 - 3. 1840-41
 - 4. 1842-43
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 - 6. 1846-47
 - 7. 1848-49
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 - 87. 2008-09
 - 88. 2010-11
 - 89. 2012-13
 - 90. 2014-15
 - 91. 2016-17
 - 92. 2018-19
 - 93. 2020-21
 - 94. 2022-23
 - 95. 2024-25
- BELLE VILLE TWP.**
- 1. 1836-37
 - 2. 1838-39
 - 3. 1840-41
 - 4. 1842-43
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 - 6. 1846-47
 - 7. 1848-49
 - 8. 1850-51
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 - 13. 1860-61
 - 14. 1862-63
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 - 16. 1866-67
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 - 86. 2006-07
 - 87. 2008-09
 - 88. 2010-11
 - 89. 2012-13
 - 90. 2014-15
 - 91. 2016-17
 - 92. 2018-19
 - 93. 2020-21
 - 94. 2022-23
 - 95. 2024-25
- PANOLA TWP.**
- 1. 1836-37
 - 2. 1838-39
 - 3. 1840-41
 - 4. 1842-43
 - 5. 1844-45
 - 6. 1846-47
 - 7. 1848-49
 - 8. 1850-51
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 - 89. 2012-13
 - 90. 2014-15
 - 91. 2016-17
 - 92. 2018-19
 - 93. 2020-21
 - 94. 2022-23
 - 95. 2024-25

To order an enlarged printout of this map, please call Cloud Cartographics, Inc. at 1(800) 751-8005.

EXHIBIT B

MORRISON COUNTY

RESOLUTION # 2016-072
FOR COOPERATIVE AGREEMENT

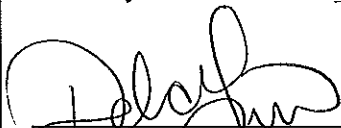
BE IT RESOLVED, that pursuant to Minnesota Statutes Section 471.59, the Commissioner of the Department of Natural Resources and Morrison County are authorized to enter into agreements to jointly or cooperatively exercise common powers.

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 the Department of Natural Resources prescribing the terms and conditions as set forth and contained in "CAMP RIPLEY VETERANS STATE TRAIL – STATE TRAIL ENGINEERING AND DESIGN – SOO LINE TO LITTLE FALLS TRAIL SEGMENT, COOPERATIVE AGREEMENT", 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 13 day of Sept, 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 13 day of Sept, 2016



Deb Gruber
County Administrator

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

MORRISON COUNTY
Declaring a State of Emergency
Resolution #2016-071

WHEREAS, the tornado on September 7, 2016 impacted the population of Morrison County and Camp Ripley Military Installation; and

WHEREAS, the tornado has caused a significant amount of public property damage; and,

WHEREAS, the Morrison County Department of Emergency Management requests the Morrison County Board of Commissioners to declare Morrison County in a State of Emergency for the September 7, 2016;

NOW, THEREFORE, BE IT RESOLVED, that the Morrison County Board of Commissioners declares Morrison in a State of Emergency for conditions resulting from the tornado on September 7, 2016.

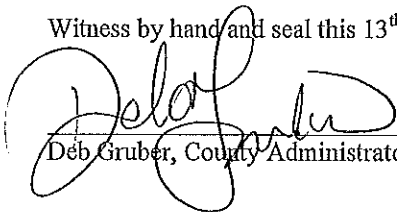
Adopted this 13th day of September, 2016

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 13th day of September, 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.

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

Witness by hand and seal this 13th day of September, 2016.



Deb Gruber, County Administrator