



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

FEBRUARY 7, 2017

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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 Wilson.

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

Staff present: Deb Gruber, Tabitha Maher, Brian Middendorf, Brad Vold, Deb Lowe, Shawn Larsen, Katy Kirchner, Jason Worlie, Steve Backowski, Scott Mackissock, Mary Swenson, Denise Vogl, Julie Shelstad, Karen Szczodroski, Fran Dosh, Cindy Nienaber, Alissa Erdrich, Nicole Kern, Mark Dzieweczynski, Sarah Pratt, David Scherping, Sheila Stoerzinger, Greggory Valentine, John Winzenburg, Melvin Backowski, John Cole, Kim Lillemoe, Tanya Mortenson, Brian Post, Tim Brummer, Jerri Hoose, Linda LeBlanc, Joan Mushel, Peggy Zimny, Julia Weisz, and Tara Selinski.

Others present: Tyler Jensen, Mark Slupe, Patty Wilczek, Eric Hanneken, Chief Greg Schirmers, Captain Kyle Johnson, Captain Joe Dwyer, Lt. Keith Benz, Lt. Tim Knellwolf, Joyce Kuske, Paul Kuske.

APPROVAL OF COUNTY BOARD MINUTES

A motion was made by Commissioner Winscher, seconded by Commissioner Johnson and carried unanimously to approve the Morrison County Board of Commissioner Minutes for January 24, 2017.

AGENDA CHANGES

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

PAUL KUSKE RETIREMENT PRESENTATION

Shawn Larsen, Sheriff, recognized DNR Conservation Officer Paul Kuske at the County Board Meeting as he will be retiring this month. He received a plaque from Lt. Tim Knellwolf from the DNR for his 28 years of service to Morrison County as our Conservation Officer.

YEARS OF SERVICE

Mike Wilson, Chairman and Deb Gruber, Administrator presented the Years of Service Awards for the following employees:

The Five Year Certificates of Appreciation was presented to Alissa Erdrich, Jeff Johnson, Nicole Kern, Bradley, Jason Loscheider and Mitchell Tavares.

10 Year Certificates of Appreciation and a small gift were presented to Mark Dzieweczynski, Sarah Pratt, David Scherping, Sheila Stoerzinger, Greggory Valentine, and John Winzenburg.

15 Year Certificates of Appreciation and \$25.00 in Chamber Bucks were presented to Melvin Backowski, Gregg Chirhart, John Cole, Kim Lillemoe, Tanya Mortenson, Brian Post, and Debra Terwey.

20 Year Certificates of Appreciation and a mantel clock were presented to David Hayes and Michael Wochnick.

25 Year Certificates of Appreciation and \$50.00 in Chamber Bucks were presented to Tim Brummer, Jerri Hoose, Linda LeBlanc, Joan Mushel, Heather Ray, Mary Venske, and Peggy Zimny.

30 Year Certificates of Appreciation and \$60.00 in Chamber Bucks were presented to Connie Seelen and Julia Weisz.



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40 Year Certificate of Appreciation and \$80.00 in Chamber Bucks were presented to Dorothy Lampert and Tara Selinski.

PUBLIC HEARING TRIAL ORDINANCE

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

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur and carried unanimously to approve the Resolution#2017-009 for enactment of proposed updates and changes to the Morrison County Ordinance regarding Recreational Trail Rules and Regulations, Regulating the Use of County Owned Trails within Morrison County.

AUDITOR

Deb Lowe, Auditor/Treasurer, and Denise Vogl, Motor Vehicle Supervisor, presented the Board with Department updates and transactions and Legislative updates.

A motion was made by Commissioner Winscher, seconded by Commissioner Jelinski to approve the attached Resolution#2017-010 for the sale of an un-buildable 2 foot strip of tax forfeited land in the City of Little Falls, at a cost \$5 and applicable fees, to the adjoining landowner, Little Falls Convenience Store Inc. Motion carried on a roll call vote with all Commissioners voting "aye".

COUNTY BOARD WARRANTS

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

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

NOW THEREFORE, BE IT RESOLVED, that the list of County Board Warrants on file in the Auditor/Treasurer's Office for February 7, 2017 be approved for payment:

REVENUE	\$	136,087.76
PUBLIC WORKS	\$	162,587.80
SOCIAL SERVICE	\$	124,799.23
SOLID WASTE	\$	17,979.60
LOCAL COLLABORTIVE	\$	1,104.88
FORFEITED LAND	\$	697.94
TOTAL	\$	444,472.96
MEALS	\$	62.12

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

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

SOCIAL SERVICES REPORT

A motion was made by Commissioner Winscher, seconded by Commissioner LeMieur and carried unanimously to authorize the Director to the sign the contract between Morrison County Social Services to provide Children's



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Therapeutic Support and Services (CTSS) to eligible individuals. This contract is for up to \$25,000 and is part of a line item in the budget that will not change. It adds another provider to a service currently available.

A motion was made by Commissioner Johnson, seconded by Commissioner Jelinski and carried unanimously to authorize out of State Travel for Theresa Sweeney to attend The National Drug Abuse & Heroin Summit in Atlanta as a member of the Substance Abuse Care Team from April 17th – 20th. All expenses will be paid by CHI/St. Gabriel's as part of the State Innovation Model Grant.

Brad Vold, Social Services Director, and Karen Szczodroski, Financial Assistance Supervisor, presented to the County Board a report on Energy Assistance in Morrison County.

PUBLIC HEALTH REPORT

A motion was made by Commissioner LeMieur, seconded by Commissioner Johnson and carried unanimously to approve entering into a Reciprocal Memorandum of Agreement with Partnership4Health Community Health Board for duties delegated by the Food, Pool, and Lodging Services, and Drinking Water Protection Sections.

The County Board recessed at 9:56am and reconvened at 10:01am.

LAND SERVICES

A motion was made by Commissioner Winscher, seconded by Commissioner Johnson and carried unanimously to approve the Abstract of Tax Abatements dated February 7, 2017 as attached to these minutes.

PUBLIC WORKS REPORT

A motion was made by Commissioner Johnson, seconded by Commissioner Jelinski and carried unanimously to authorize Resolution#2017-011 Agreement with the City of Upsala for Rehabilitation of Tower Road.

ADMINISTRATOR'S REPORT

A motion was made by Commissioner Jelinski, seconded by Commissioner Johnson to consider the Full Voting Membership Agreement between Morrison County and National Joint Powers Alliance upon review from the County Attorney. Motion carried on a 4-1 vote with Commissioner Wilson abstaining from the vote.

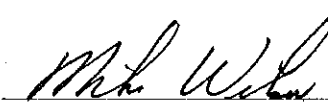
A motion was made by Commissioner Winscher, seconded by Commissioner Jelinski to consider the Resolution#2017-012 providing for the Competitive Negotiated sale of \$12,865,000 General Obligation Capital Improvement Plan Bonds, Series2017a. Motion carried on a roll call vote with all Commissioners voting "aye".

COUNTY BOARD REPORTS AND SCHEDULE

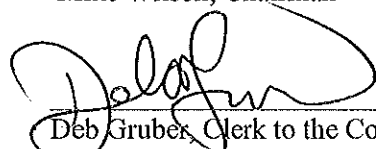
Members of the County Board reported on various meetings they have attended and on their upcoming schedule of meetings with various organizations.

ADJOURNMENT

A motion was made by Commissioner Johnson, seconded by Commissioner Winscher and carried unanimously to adjourn the meeting at 10:43 a.m.



Mike Wilson, Chairman



Deb Gruber, Clerk to the County Board

**NOTICE OF INTENT TO ENACT NOTICE OF PUBLIC HEARING
REVISIONS TO THE MORRISON COUNTY RECREATIONAL TRAIL ORDINANCE**

A Public Hearing will be held before the Morrison County Board for consideration of making amendments to the Recreational Trail Ordinance (“Soo Line Trail”). The hearing will be held at 9:00 a.m. on February 7, 2017 in the County Board Room of the Morrison County Government Center. Copies of the proposed amendments will be available prior to the public hearing at the County Auditor/Treasurer's Office and the Public Works Department.

Additions to Ordinance language to allow for additional use of the Trail by all-terrain vehicles (ATVs) of both Classes 1 & 2 during additional specified times of the year, by adding Subparagraph B. 3. to the Ordinance. The following text constitutes a summary of the proposed changes:

B. The east portion of trail, as defined in Section I, JURISDICTION, B. EAST, may be used for the following purposes without special permit from the County:

3. The east portion of trail may be used by all-terrain vehicles (ATV) of both classes (Class 1 & Class 2) as defined in MN Statute 84.92, Subdivision. 8, between dates December 1st in any year, to March 31st of the following year, provided the time period **does not** fall within the snowmobile grooming window, and the access points along the trail **have not** been posted “**CLOSED TO ATV USE**” by the Morrison County Department of Public Works. The snowmobile grooming window is the time period between the first and last grooming of the snow cover on the trail that takes place between dates December 1st in any year, to March 31st of the following year.

Changes and a strike-out of previous dates of enactment to new dates of enactment, i.e. February 7, 2017 for February 9, 2016, wherever applicable.

PUBLISH: January 22 & 29, 2017

RESOLUTION #2017-009

CHANGES TO THE MORRISON COUNTY ORDINANCE

Recreational Trail Rules and Regulations
Regulating the Use of County Owned Trails within Morrison County

WHEREAS, it is deemed advisable that use of the trails within Morrison County jurisdiction be regulated and managed to ensure the safety of all users of the right-of-way and the general public, and to protect and benefit the people, economy, and natural resources of the county, allowing the most beneficial uses thereof, and;

WHEREAS, the County Board of Commissioners of Morrison County, Minnesota, has ordained Recreational Trail rules and regulations specific to Regulating the use of County-owned Trails within Morrison County, and;

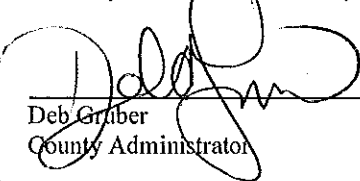
WHEREAS, additional consideration was provided towards a language change to allow for additional use of the Trail by all-terrain vehicles (ATVs) of both Classes 1 & 2, during additional specified times of the year, providing for a Subparagraph B. 3. to be added to the Ordinance under **SECTION II. AUTHORIZED USES** of the Ordinance;

NOW, THEREFORE, BE IT RESOLVED Morrison County enacts the proposed update and changes to the Morrison County Ordinance regarding Recreational Trail Rules and Regulations regulating the use of County-owned Trails within Morrison County.

Adopted this 7th day of February, 2017.

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 7th day of February, 2017, 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 7th day of February, 2017.



Deb Gruber
County Administrator

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

MORRISON COUNTY

MORRISON COUNTY ORDINANCE

RECREATIONAL TRAIL RULES AND REGULATIONS REGULATING THE USE OF COUNTY OWNED TRAILS WITHIN MORRISON COUNTY

**Department of Public Works
213 1st Avenue Southeast
Little Falls, MN 56345**

February 97, 20167

**MC ORDINANCE: RECREATIONAL TRAIL RULES AND REGULATIONS
REGULATING THE USE OF COUNTY OWNED TRAILS WITHIN MORRISON COUNTY**

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**MC ORDINANCE: RECREATIONAL TRAIL RULES AND REGULATIONS
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February 97, 20167

WHEREAS, Morrison County owns the abandoned railroad right-of-way (ROW) within county boundaries, and

WHEREAS, a minimum 100 foot width right-of-way, being at least 50 feet or more in width on both sides of the former tracks of the Soo Line Railroad, is deemed necessary for operation by the county of a recreational trail; and

WHEREAS, it is deemed advisable that use of the trail be regulated and managed to ensure the safety of all users of the right-of-way and the general public, and to protect and benefit the people, economy, and natural resources of the county, allowing the most beneficial uses thereof.

NOW, THEREFORE, the County Board of Commissioners of Morrison County, Minnesota, ordains as follows:

SECTION I. JURISDICTION

A. WEST:

The rules and regulations herein govern the management and safety of the paved recreational trail developed on abandoned Soo Line Railroad right-of-way from U.S. Highway 10, at the Soo Line – Highway 10 Park ‘n Ride, west to the Morrison/ Stearns County boundary.

B. EAST: The rules and regulations herein govern the management and safety of the recreational trail developed on abandoned Soo Line Railroad right-of-way from the 160th Avenue Ramp (ramp located at 160th Avenue) east traversing through to the unpaved recreational trail on the east side of U.S. Highway 10, at the Soo Line from U.S. Highway 10, continuing east to the Morrison/Mille Lacs County boundary.

SECTION II. AUTHORIZED USES

A. The west, paved portion of trail, as defined in Section I, JURISDICTION, A. WEST, may be used for the following purposes without special permit from the County:

1. From April 1st through October 31st of each year by pedestrians, in-line skaters, and bicyclers. An individual who chooses to use the trail to walk their animals will be responsible for cleaning up animal waste and all animals are required to be leashed.
2. From December 1st in any year to March 31st of the following year, as long as there is an adequate snow cover of three or more inches on the trail, by snowmobiles, “fat-tire” bicycles, and cross-country skiers. Snowmobiles may not use the trail if equipped with a studded track of any kind. An individual who chooses to use the trail for cross-country skiing or fat-tire bicycling activities must recognize certain given paved portions of the Soo Line Recreational Trail are shared for multiple authorized uses.

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3. From April 1 through October 31 of each year, the segment of the West trail from US Highway 10, at the Soo Line – Highway 10 Park ‘n Ride, west to the 160th Avenue Ramp (ramp located at 160th Avenue), by all-terrain vehicles (ATV) of both classes (class 1 and 2) as defined in MN Statute 84.92, subd. 8.
- B.** The east portion of trail, as defined in Section I, JURISDICTION, B. EAST, may be used for the following purposes without special permit from the County:
1. From April 1st through October 31st of each year by pedestrians, bicyclers, horseback riders and all-terrain vehicles (ATV) of both classes (class 1 & class 2) as defined in MN Statute 84.92, Subdivision. 8.
 2. From December 1st in any year to March 31st of the following year by snowmobiles, “fat-tire” bicycles, and cross country skiers, as long as an adequate snow cover of three or more inches remains on the trail. An individual who chooses to use the trail for cross country skiing and fat-tire bicycling activities must recognize certain given unpaved portions of the Soo Line Recreational Trail are shared for multiple authorized uses.
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- C.** Both East and West portions may, at any time be used:
1. By emergency vehicles including fire, rescue, or law enforcement vehicles for emergency and law enforcement purposes;
 2. As a roadway or crossing for farm purposes when property on both sides of the right-of-way is owned or leased by the same person;
 3. By adjacent landowners for fence building or repair.
 4. As a crossing for a public road right-of-way.
 5. In accordance with the requirements of the 1990 Americans with Disabilities Act (ADA) regulations, and associated revisions, and the U.S. Department of Justice (DOJ) rules for accessibility.
 6. By officials of Morrison County, or other individuals authorized by the Public Works Director, while operating in an official capacity.

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7. By other individuals as authorized by the Public Works Director.
8. As an emergency alternate temporary public roadway if determined necessary by the Morrison County Public Works Director.
9. As an access road for the installation and maintenance of utilities such as electric lines, telephone or other communication lines, gas, oil, and other transmission lines; as authorized by the Public Works Director.
10. As an access road for maintenance work on public drainage systems and on the trail system, as authorized by the Public Works Director.

SECTION III. UNAUTHORIZED USES

A. No person may use either the East or West portions of the trail for any purpose except as identified in Section II above. Any use of the trail property not authorized by Section II shall be considered a trespass and a violation of this ordinance.

B. No person shall deposit any garbage, rubbish, offal, or the body of any dead animal or other litter in or upon the right-of-way.

C. The trail is closed and may not be used for any purpose from November 1st thru November 30th of each year, except that hunters may make direct crossings of the trail if they have authority or permission to hunt on property on both sides of the trail right-of-way.

SECTION IV. TRAIL GROOMING

At least three inches of snow shall be left upon the surface of the right-of-way of the trail after grooming between December 1st and March 31st of each winter.

SECTION V. HUNTING PROHIBITED

No hunting is permitted upon or across the trail right-of-way, except a hunter during hunting season, may make a direct crossing of the trail, if the hunter has permission to hunt on property on both sides of the trail right-of-way. Under no circumstances may a hunter discharge any firearm or bow and arrow across the trail right of way.

SECTION VI. SIGNS

Morrison County Public Works Director shall be responsible for determining the proper placement of trail signs within the public road right-of-ways.

**MC ORDINANCE: RECREATIONAL TRAIL RULES AND REGULATIONS
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SECTION VII. FENCES

Upon written request and approval of the MC Public Works Department, of a person who owns property adjacent to the trail right-of-way, and after completion of the work, Morrison County will pay one-half of the actual cost of materials used to build or repair a fence along the trail right-of-way if the fence is built according to criteria to be established by the Morrison County Board of Commissioners. Adjacent landowners are responsible for building the fence. Receipts showing the actual cost of material must be submitted to the Public Works Department before these costs will be paid.

SECTION VIII. SAFETY

All traffic safety regulations applicable to highways, streets and trails within the State of Minnesota shall be applicable to the utilization of this trail; however, the county reserves the right to provide for more limited and stringent safety and traffic regulations. Unless otherwise posted, the maximum snowmobile speed limit on the right-of-way shall be 50 miles per hour except that no snowmobile shall be operated in excess of 30 miles per hour within the city limits of the city of Bowlus or Genola or on the bridge across the Mississippi River or on the bridge across U.S. Hwy 10. All equipment used in the lawful and authorized uses of the recreational trails must still meet County and State of Minnesota rules and regulations for operation, in particular appropriate headlamps/lighting, as well as general rules of the trail.

SECTION IX. ENFORCEMENT

The Morrison County Sheriff's Department and Public Works Department shall cooperate in monitoring the use of the trail to ensure compliance with this ordinance. The Morrison County Sheriff's Department, agents of the Department of Natural Resources, and all other licensed law enforcement personnel may enforce state laws and regulations and the terms of this ordinance upon the right-of-way.

SECTION X. VIOLATION AND PENALTY

Any person who violates any provision of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed \$1,000.00 and/or imprisonment not to exceed 90 days. These penalty provisions are in addition to any other remedy or action available in the law or as a matter of right to Morrison County.

SECTION XI. VALIDITY

Should any section or provision of this Ordinance be declared by the Courts to be unconstitutional or invalid, such decision shall not affect the validity of this Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

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SECTION XII. EFFECTIVE DATE

This ordinance shall be effective immediately upon the approval and adoption by the Morrison County Board of Commissioners.

SECTION XIII. REPEAL

Upon enactment of this ordinance, previous Soo Line Ordinances and amendments passed by the County respectively for these same sections of recreational trail, are hereby inclusively repealed.

These changes are effective February 97, 20167.

Adopted this 97th Day of February, 20167.

Chairperson
Morrison County Board

Clerk
Morrison County Board

MORRISON COUNTY

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 3. By adjacent landowners for fence building or repair.
 4. As a crossing for a public road right-of-way.
 5. In accordance with the requirements of the 1990 Americans with Disabilities Act (ADA) regulations, and associated revisions, and the U.S. Department of Justice (DOJ) rules for accessibility.
 6. By officials of Morrison County, or other individuals authorized by the Public Works Director, while operating in an official capacity.

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7. By other individuals as authorized by the Public Works Director.
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Upon written request and approval of the MC Public Works Department, of a person who owns property adjacent to the trail right-of-way, and after completion of the work, Morrison County will pay one-half of the actual cost of materials used to build or repair a fence along the trail right-of-way if the fence is built according to criteria to be established by the Morrison County Board of Commissioners. Adjacent landowners are responsible for building the fence. Receipts showing the actual cost of material must be submitted to the Public Works Department before these costs will be paid.

SECTION VIII. SAFETY

All traffic safety regulations applicable to highways, streets and trails within the State of Minnesota shall be applicable to the utilization of this trail; however, the county reserves the right to provide for more limited and stringent safety and traffic regulations. Unless otherwise posted, the maximum snowmobile speed limit on the right-of-way shall be 50 miles per hour except that no snowmobile shall be operated in excess of 30 miles per hour within the city limits of the city of Bowlus or Genola or on the bridge across the Mississippi River or on the bridge across U.S. Hwy 10. All equipment used in the lawful and authorized uses of the recreational trails must still meet County and State of Minnesota rules and regulations for operation, in particular appropriate headlamps/lighting, as well as general rules of the trail.

SECTION IX. ENFORCEMENT

The Morrison County Sheriff's Department and Public Works Department shall cooperate in monitoring the use of the trail to ensure compliance with this ordinance. The Morrison County Sheriff's Department, agents of the Department of Natural Resources, and all other licensed law enforcement personnel may enforce state laws and regulations and the terms of this ordinance upon the right-of-way.

SECTION X. VIOLATION AND PENALTY

Any person who violates any provision of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed \$1,000.00 and/or imprisonment not to exceed 90 days. These penalty provisions are in addition to any other remedy or action available in the law or as a matter of right to Morrison County.

SECTION XI. VALIDITY

Should any section or provision of this Ordinance be declared by the Courts to be unconstitutional or invalid, such decision shall not affect the validity of this Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

**MC ORDINANCE: RECREATIONAL TRAIL RULES AND REGULATIONS
REGULATING THE USE OF COUNTY OWNED TRAILS WITHIN MORRISON COUNTY**

February 7, 2017

SECTION XII. EFFECTIVE DATE

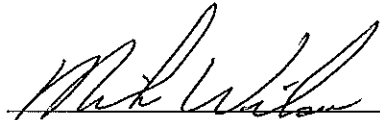
This ordinance shall be effective immediately upon the approval and adoption by the Morrison County Board of Commissioners.

SECTION XIII. REPEAL

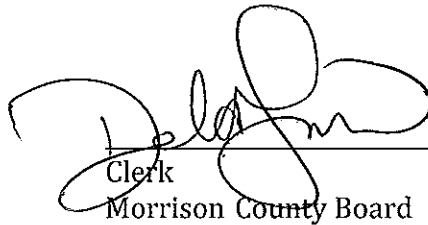
Upon enactment of this ordinance, previous Soo Line Ordinances and amendments passed by the County respectively for these same sections of recreational trail, are hereby inclusively repealed.

These changes are effective February 7, 2017.

Adopted this 7th Day of February, 2017.



Chairperson
Morrison County Board



Clerk
Morrison County Board

COUNTY BOARD RESOLUTION 2017 -010

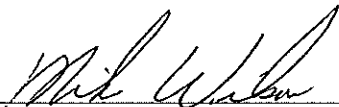
WHEREAS, The County Board of Commissioners of the County of Morrison, State of Minnesota, desires to offer for sale the attached parcels of land that have forfeited to the State of Minnesota for non-payment of taxes, and

WHEREAS, Said parcels of land have been viewed by the County Board of Commissioners and have been classified as non-conservation lands as provided for in MN Statutes 282.01.

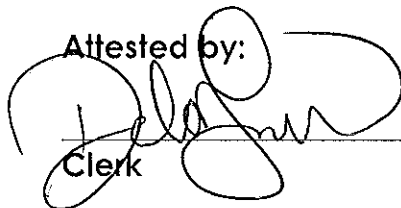
NOW, THEREFORE, BE IT RESOLVED, That the Morrison County Board of Commissioners hereby certify that these parcels of land described below have been viewed and comply with the provisions of MN Statutes 85.012, 92.461, 282.01, subd. 8 and 282.018, subd. 2 (1990) and other statutes that require the withholding of tax-forfeited lands from sale. The County Board of Commissioners hereby certifies that the Soil and Water Conservation Board has reviewed all parcels and identified any and all non-forested marginal land and wetlands.

BE IT FURTHER RESOLVED, That the Morrison County Board of Commissioners hereby request approval from the MN Department of Natural Resources for the sale of said lands on the attached list that require approval.

Dated this 7th day of February, 2017.



Mike Wilson, Chairman,
Morrison County
Board of Commissioners

Attested by: 

Clerk

CITY OF LITTLE FALLS – ORIGINAL PLAT
S 2 FT OF W 100 FT OF N 47 FT OF LOT 2, BLOCK 17

SERVICE AGREEMENT

The County of Morrison, through its Social Service Agency, 213 1st Avenue SE, Little Falls, MN 56345, hereafter referred to as the Agency, and Nystrom and Associates, 1900 Silver Lake Road, Suite 110, New Brighton, MN 55112, hereafter referred to as the Contractor, enter into this agreement for the period from January 1, 2017 to December 31, 2017.

WITNESSETH:

WHEREAS, the Contractor is an approved vendor according to Minnesota Statutes, Section 256.0112 to provide services as specified under Section 1, paragraph a; and

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 and 245.487 to 245.4887 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Agency is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, Morrison County, pursuant to MN Statutes, section 373.01, 373.02, 245.465 and 256M.60, wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor is an organization approved to provide Children's Therapeutic Services and Supports (CTSS) in accordance with Minnesota Statute, Section 245B.0943; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

1. **Contractor's Duties**

- a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act), Morrison County agrees to purchase and the Contractor agrees to furnish the following services:

SERVICE DESCRIPTION:

Child Therapeutic Support Services (CTSS)

- b. Purchased Services will be provided in the home or community environment.
- b. Pursuant to Exhibit A, attached hereto and incorporated by reference, the Contractor Agrees to provide:

- 1) An explicit description of the services to be provided;
 - 2) An exposition of the staffing including job descriptions and professional qualifications of personnel;
 - 3) An organization chart;
 - 4) The number of program participants;
 - 5) Program content; and
 - 6) Program budget; and
 - 7) Service cost
- c. The Contractor must, within 30 days, notify the Agency in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the Agency must determine whether such inability will require modification or cancellation of said contract.

2. Cost and Delivery of Purchased Services

- a. The total amount to be paid for such Purchased Services must not exceed \$25,000 Dollars. These funds are made available to the Contractor for the expressed purpose for funding those services provided to uninsured clients and core services authorized by the Agency as defined in Exhibit A.
- b. The maximum number of hours of service is 25 hours per month, unless otherwise specified by the Agency.
- c. The Contractor certifies that the services to be provided under this agreement are not otherwise available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
- d. Purchased services will be provided in the home or community environment.
- e. The Contractor agrees that a Diagnostic Assessment will only be provided at the specific request of the referring agency.
- f. The Contractor agrees to provide a copy of the treatment plan within 10 days of completion to the Agency.
- g. The Contractor agrees to disclose other documents as needed if requested by the Agency.
- h. The Contractor agrees to attend client meetings as requested by the Agency.
- i. The Contractor agrees to use only qualified personnel to provide any services purchased under this Contract. If licensing or certification is a necessary prerequisite for provision of services, the Contractor ensures that personnel and services are properly licensed or certified in accordance with provisions of state law and Minnesota Rules.

3. Eligibility for Services

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by the Agency Children and Community Services Plan. Persons who do not have other third party insurance coverage or Medical Assistance, General Assistance Medical Care, or Minnesota Care, who are eligible for the Contactor's sliding fee scale will be considered eligible. Those persons who have third party coverage, but whose benefit set is exhausted, may be eligible for payment under this contract if they have an active Agency service case and the Agency Supervisor or designee approves payment because continued outpatient treatment is deemed necessary to implement the Agency case plan.

- a. The Contractor will cease to provide services for the referred client when any of the following conditions are met:
 - 1. The client obtains insurance coverage for CTSS;
 - 2. The Agency instructs the Contractor to end services;
 - 3. 90 days after the first service date, the service may start again upon initiation by the Agency.

4. Individual Service Plan

The parties understand and agree that all services provided to eligible recipients under the terms of this contract must be in accordance with the Individual Service Plan developed with the individual client. The Contractor will develop an individual's client treatment plan and coordinate service delivery with the client's case manager, as required under Minnesota Statutes, section 245.4711, subdivision 5 (for adults) and section 245.4881, subdivision 5 (for children).

Performance of the Contractor will be monitored in accordance with client outcomes, goals, and indicators as specified in the Individual Service Plan (ISP).

5. Payment for Purchased Services

- a. The Contractor shall, within sixty (60) days of the date of service, submit a standard invoice for Purchased Services to the accounting department of the Agency (320-632-0225). The invoice shall show: (1) total program and administrative expenditures for the month; and/or (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of Purchased Services.
- b. The Agency shall, within ninety (90) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total payment under this contract shall not exceed \$25,000.

6. Audit and Record Disclosures

The Contractor must:

- a. Send the following financial, statistical and social services reports to the Agency on a monthly/quarterly basis.
 - 1) Unduplicated Program Participants-----Quarterly
 - 2) Demographic Information including name, age, date of birth, and gender---
-----Quarterly
 - 3) Invoice for services provided under this contract-----Monthly
- b. Allow personnel of the Agency, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor Purchased Services.
- c. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
- d. Maintain all records pertaining to the contract at 1900 Silver Lake Road, Suite 110, New Brighton, MN 55112 for four years for audit purposes.
- e. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in Department of Human Services rules and manuals.

7. Safeguard of Client Information

- a. The use of disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.
- b. The Contractor will comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 as implemented by regulations 45 C.F.R., Parts 160 and 164. The Contractor will:
 - 1) Use or further disclose Protected Health Information (PHI), only as permitted or required by law.
 - 2) Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided by this agreement.
 - 3) Mitigate any harmful effect that is known to the contractor as the result of a disclosure of PHI by the Contractor in violation of this agreement
 - 4) Report to the Agency any use or disclosure of PHI not provided for by

this agreement of which the Contractor becomes aware.

- 5) Require anyone to whom the Contractor provides PHI to agree to the same restrictions and conditions that apply to the Contractor pursuant to this agreement.
- 6) Make available its internal practices, books, and records relating to the use and disclosure of Protected Health Information created or received by the Contractor to the Agency, the Minnesota Department of Human Services, or the US Secretary of Health and Human Services.
- 7) Within 15 days of receiving a request from the Agency, make available information necessary for the Agency to make an accounting of disclosures of PHI about an individual.
- 8) Within 10 days of receiving a written request from the Agency, make available PHI necessary for the Agency to respond to individual's request for access to PHI about them that is not in the possession of the Agency.
- 9) Within 15 days of receiving a written request from the Agency, incorporate any amendments or corrections to the PHI in accordance with privacy regulations
- 10) Not make any disclosures of PHI that the Agency would be prohibited from making.
- 11) Comply with all applicable HIPAA electronic security regulations.

- c. Upon termination of this agreement, Contractor will return and destroy all PHI received from the Agency or created or received by the Contractor on behalf of the Agency that Contractor still maintains and maintains no copies of such PHI's; provided that if such return or destruction is not feasible, Contractor will extend the protections of this agreement to PHI and limit further uses of or disclosure to those purposes that make the return or destruction of the information infeasible.

8. Equal Employment Opportunity and Civil Rights and Nondiscrimination
(When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

(When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1998). This section only applies if the grant is for more than \$100,000 and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

9. Fair Hearing and Grievance Procedures

The agency agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with fair hearing and grievance procedures established by Department of Human Services administrative rules.

10. Bonding, Indemnity, Insurance, and Audit Clause

a. Indemnification:

Any and all claims that arise against Contractor, its agents, servants, or employees as a result of any act or omission on the part of the Contractor or its agents, servants, or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. The Contractor shall indemnify, hold harmless, and defend the County, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the County, its officers, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act of omission of Contractor, its agents, servants, or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract.

b. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnify provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and \$3,000,000 for total injuries or damages arising from any one incident. This clause does not constitute a waiver of the County's governmental immunity or liability limits under Minnesota Statute 466 or other law.

c. Audit: (When applicable) The Contractor agrees that within 60 days of the close of its fiscal year an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act Amendments of 1996, P.L.104:156 and Office of Management and Budget, Circular No. A-133. After completion of the audit, a copy of the audit report must be filed with the Agency.

11. Contractor Debarment, Suspension and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, The Contractor Certifies That It And Its Principals* And Employees:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal,

state or local governmental department or agency; and

- b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtained, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violating any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

* "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at www.dhhs.gov/progorg.oig/.

If you do not have access to the website, and/or need the information in an alternative format, contact: Brad Vold, Contract Manager, Morrison County Social Service Agency, at (320) 632-0247.

12. Conditions of the Parties' Obligation

- a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder must thereupon be terminated.

- b. This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or in person.
- c. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this agreement must be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor not specifically provided in the agreement will be allowed by the Agency, nor must the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval must be considered to be a modification of the agreement.
- f. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.
- g. The Contractor shall provide Exposure Control Training for its employees and agents as described in laws or rules governing OSHA Regulations. Further, the Contractor hereby releases and holds harmless Morrison County from any loss or injury suffered by the Contractor, its employees or agents, as a result of contact with infectious agents.

13. Subcontracting

- a. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this contract without written approval of the Agency.
- b. All subcontractors must be subject to and must meet all the requirements of this contract.
- c. The Contractors must ensure that any and all subcontracts to provide services under this contract must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under

this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to a contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

- d. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

14. Noncompliance

- a. If the Contractor fails to comply with the provisions of this contract, the Agency may seek any available legal remedy.
- b. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this contract has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

15. Miscellaneous

The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as third-party beneficiary, is an affected party under this agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Contractor for any appropriate relief in law or performance of all or any part of the agreement between the County Welfare Board and the Contractor. The Contractor specifically acknowledges that the County Welfare Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the agreement of any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

16. Entire Agreement

It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

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

AGENCY:

BY: Brad Vold
Director, Morrison County Social Services

DATED: 2/7/17

CONTRACTOR: The person signing below represent and warrant that they are legally authorized to execute this contract.

BY: Timothy Possid ~~CEO~~
Name/Title

DATED: 1-18-17

BY: X
Name/Title

DATED: X

**MEMORANDUM OF AGREEMENT
BETWEEN
PARTNERSHIP4HEALTH CHB
AND MORRISON COUNTY PUBLIC HEALTH FOR
MINNESOTA DEPARTMENT OF HEALTH DUTIES DELEGATED BY THE FOOD, POOL,
AND LODGING SERVICES, AND DRINKING WATER PROTECION SECTIONS**

THIS AGREEMENT is made and entered into by and between Partnership4Health (P4H) CHB and Morrison County Public Health on behalf of each agency.

WITNESSETH THAT:

WHEREAS, the provision of interim or back-up regulatory services coverage between delegated Minnesota Department of Health programs is consistent with Minnesota Statutes and the delegation agreement(s) between MN Department of Health and Local Boards of Health; and

WHEREAS, it is necessary to maintain continuous staff coverage for delegated regulatory services to assure the public's health and safety within Morrison, Otter Tail, Clay, and Wilkin Counties.

WHEREAS, Morrison County and P4H CHB have requested interim or back-up delegated regulatory services from each respective agency, and

WHEREAS, each respective agency is empowered to offer interim delegated regulatory service coverage, upon their request

NOW THEREFORE IT IS AGREED THAT:

1. Each respective agency shall provide interim or back-up delegated regulatory services in and for each respective county during an extended Sanitarian staff absence using designated Environmental Health personnel. This shall include emergency response capability, as requested by each county, for the investigation of a food/water borne illness outbreak or natural disaster.
2. Each respective county shall provide a Sanitarian to be available for consultation and routine inspections related to water, food, beverage, and lodging facilities, manufactured home parks, recreational camping areas, youth camps, and pools.
3. Each respective county shall provide consultation on plan review for food, beverage, and lodging facilities, manufactured home parks, recreational camping areas, and youth camps.
4. Each respective county shall provide pre-operation inspection of new or extensively remodeled water systems, food, beverage or lodging establishments, manufactured home parks, recreational camping area, youth camps, and pools.

Liability:

1. Each Requesting Party shall defend, indemnify and hold harmless a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466 and other applicable law, rule, and regulation, including common law. The purpose of creating this duty to defend, indemnify and hold harmless, is to simplify the defense of claims by eliminating conflicts among defendants that are parties to this Agreement.

2. For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subdivision 6) of the Requesting Party, but only for purposes of addressing liability under this Agreement. The employees of the Responding Party shall not be considered employees of the Requesting Party for any other purpose.

Consideration and Terms of Payment

Consideration of all services performed and goods supplied pursuant to this Agreement shall be paid by the respective Public Health agencies as follows:

1. The employee service rate of \$50.00 per hour will be calculated from the time of departure to each respective agency until return to each respective agency. 2018 rate \$51.00 per hour. 2019 rate \$52.00 per hour,
2. Reimbursement for mileage will be at the employee rate not to exceed the maximum allowed by the IRS.
3. Each respective county shall be reimbursed for reasonable cost of any materials used or any tests performed during the activation of the Agreement.
4. Invoice and contact information are as follows:

Clay County Public Health
 Mary Frahm
 715 North 11th Street Suite 303
 Moorhead, MN 56560
 218-299-7162
mary.frahm@co.clay.mn.us

Morrison County Public Health
 Katy Kirchner
 Morrison County Government Center
 200 Broadway, Ave E
 Little Falls, MN 56345
 320-632-6664
katyk@co.morrison.mn.us

Term of Agreement:

1. Either party may terminate this Agreement with or without cause and for any reason whatsoever upon giving at least 60 days written notice thereof to the other party. In such event, each respective county shall be entitled to receive compensation for the services provided up to and including the effective date of termination.
2. This memorandum of agreement may be amended upon 60 days written notice and consent to all parties.
3. This agreement shall be in force and effect as of January, 1, 2017 and shall remain in effect through December 31, 2019.

Megan Johnson

Partnership4Health CHS Administrator

12/29/16

Date

Morrison County Public Health Administrator

Date

**MORRISON COUNTY
REQUEST FOR BOARD ACTION**

REQUESTED BOARD DATE: **February 7, 2017**

ORIGINATING DEPARTMENT: **LAND SERVICES OFFICE**

PRESENTER: **Jean Popp**

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

BOARD ACTION:

Request approval of the attached Abstract of Tax Abatements dated February 7, 2017.

BACKGROUND INFORMATION:

See attached.

Additional information attached: No or Yes

ABSTRACT OF TAX ABATEMENTS**February 7, 2017**

- 1. ERIC J & JESSICA M WALCHESKI, Parcel Number 02.0254.002, Belle Prairie Township**
The house on this property was destroyed by fire and smoke on January 15, 2015 and was rebuilt & useable in November 2015. Taxes payable in 2015 were abated in February 2016. Pursuant to Minnesota Statutes 273.123, Subd. 7, the property owner is entitled to another prorated refund of payable 2016 taxes for 9 months (February-October 2015) when it was unusable. Taxes for 12 months on the house for taxes payable in 2016 were \$315.00. $\$315.00 \times 9/12 = \236.00 . **Amount of Credit: \$236.00. Recommend Approval.**
- 2. JEREMY M & JENNY BOLLIG, Parcel Number 08.0204.000, Cushing Township**
The house & garage on this property was destroyed by fire on February 12, 2016 and were not rebuilt by December 2016. Pursuant to Minnesota Statutes 273.123, Subd. 7, the property owner is entitled to a prorated refund of payable 2016 taxes for 10 months (March-December 2016) when the house & garage were uninhabitable. Taxes for 12 months on the house & garage for taxes payable in 2016 were \$250.00. $\$250.00 \times 10/12 = \208.00 . **Amount of Credit: \$208.00. Recommend Approval.**
- 3. EDITH C GERMAN LIVING TRUST (Scott & Jeanne Meyer reside here), Parcel Number 12.0245.000, Green Prairie Township**
The house on this property was destroyed by fire on August 29, 2016 and was not rebuilt by December 2016. Pursuant to Minnesota Statutes 273.123, Subd. 7, the property owner is entitled to a prorated refund of payable 2016 taxes for 4 months (September-December 2016) when the house was uninhabitable. Taxes for 12 months on the house for taxes payable in 2016 were \$747.00. $\$747.00 \times 4/12 = \249.00 . **Amount of Credit: \$249.00. Recommend Approval.**
- 4. GEORGE P ST ONGE, Parcel Number 27.0170.001, Ripley Township**
The house on this property was destroyed by fire on April 11, 2016 and was not rebuilt by December 2016. Pursuant to Minnesota Statutes 273.123, Subd. 7, the property owner is entitled to a prorated refund of payable 2016 taxes for 8 months (May-December 2016) when the house was uninhabitable. Taxes for 12 months on the house for taxes payable in 2016 were \$86.00. $\$86.00 \times 8/12 = \57.00 . **Amount of Credit: \$57.00. Recommend Approval.**

Abstract of Tax Abatements (Continued)

Page 2

February 7, 2017

- 5. CHOYA & SUSAN PENNINGTON, Parcel Number 30.0281.000, Swan River Township**
The house & garage on this property were destroyed by fire on April 27, 2015 and were not rebuilt by December 2015. Taxes payable in 2015 were abated in February 2016. Pursuant to Minnesota Statutes 273.123, Subd. 7, the property owner is entitled to another prorated refund of payable 2016 taxes for 8 months (May-December 2015) when they were unusable. Taxes for 12 months on the house & garage for taxes payable in 2016 were \$347.00. $\$347.00 \times 8/12 = \231.00 . **Amount of Credit: \$231.00. Recommend Approval.**
- 6. JARET C & MARA L GLADER, Parcel Number 33.0179.000, Bowlus City**
The buildings on this property were destroyed by fire on November 24, 2015 and were not rebuilt by December 2015. Taxes payable in 2015 were abated in February 2016. Pursuant to Minnesota Statutes 273.123, Subd. 7, the property owner is entitled to another prorated refund of payable 2016 taxes for the 1 month (December 2015) when they were unusable. Taxes for 12 months on the buildings for taxes payable in 2016 were \$1,504.00. $\$1,504.00 \times 1/12 = \125.00 . **Amount of Credit: \$125.00. Recommend Approval.**
- 7. ROBERT HINES, Parcel Number 43.0206.005, Randall City**
The house on this property was destroyed fire on January 10, 2015 and was rebuilt & useable in June 2015. Taxes payable in 2015 were abated in February 2016. Pursuant to Minnesota Statutes 273.123, Subd. 7, the property owner is entitled to another prorated refund of payable 2016 taxes for 4 months (February-May 2015) when it was unusable. Taxes for 12 months on the house for taxes payable in 2016 were \$2,453.00. $\$2,453.00 \times 4/12 = \818.00 . **Amount of Credit: \$818.00. Recommend Approval.**
- 8. GREG C WILLENBRING & BECKY L MATTHIES, Parcel Number 47.0208.000, Upsala City**
The house & garage on this property were destroyed by fire on April 28, 2016 and were not rebuilt by December 2016. Pursuant to Minnesota Statutes 273.123, Subd. 7, the property owner is entitled to a prorated refund of payable 2016 taxes for 8 months (May-December 2016) when they were unusable. Taxes for 12 months on the house & garage for taxes payable in 2016 were \$651.00. $\$651.00 \times 8/12 = \434.00 . **Amount of Credit: \$434.00. Recommend Approval.**

Abstract of Tax Abatements (Continued)

Page 3

February 7, 2017

9. BEVERLY NOUIS, Parcel Number 48.1988.000, Little Falls City

The house on this property was destroyed by fire on April 4, 2015 and was not rebuilt by December 2015. Taxes payable in 2015 were abated in May 2016. Pursuant to Minnesota Statutes 273.123, Subd. 7, the property owner is entitled to another prorated refund of payable 2016 taxes for the 8 months (May-December 2015) when it was unusable. Taxes for 12 months on the house for taxes payable in 2016 were \$428.00. $\$428.00 \times 8/12 = \285.00 . **Amount of Credit: \$285.00. Recommend Approval.**

10. HABITAT FOR HUMANITY OF MC (previous owner Zacharia R & Elizabeth A Baert), Parcel Number 49.0913.002, Little Falls City

The house on this property was destroyed by fire on November 23, 2015 and was not rebuilt by December 2015. Taxes payable in 2015 were abated in February 2016. Pursuant to Minnesota Statutes 273.123, Subd. 7, the property owner is entitled to another prorated refund of payable 2016 taxes for the 1 month (December 2015) when it was unusable. Taxes for 12 months on the house for taxes payable in 2016 were \$1,736.00. $\$1,736.00 \times 1/12 = \145.00 . **Amount of Credit: \$145.00. Recommend Approval.**

Abstract of Tax Abatements (Continued)

Page 4

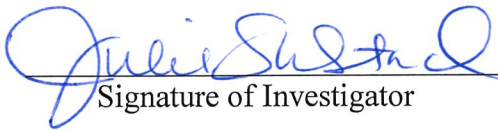
February 7, 2017

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

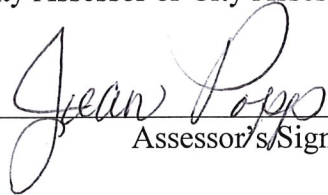
February 7, 2017
Date

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)

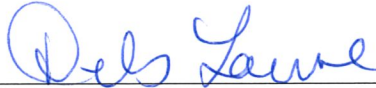
Page 5

February 7, 2017

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

XX Approved _____ Denied

I certify that at a meeting held February 7, 2017 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

2/7/17

Date

RESOLUTION # 2017-011

Authorizing the signing of Agreement between
the City of Upsala and Morrison County for reconstruction of Tower Road

WHEREAS, the City has requested that the County place the reconstruction of a segment of Tower road in the City of Upsala into its Transportation Improvement Plan so that improvements to the road can be made; and

WHEREAS, the parties agree that the project shall consist of removal of existing street items, salvaging and recycling existing materials, replacement and reconstruction of the street; and

WHEREAS, the County and City have mutually agreed that the County should let a contract consisting of this work subject to the terms hereinafter set forth in the Agreement.

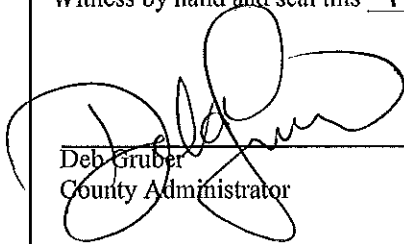
NOW, THEREFORE, BE IT RESOLVED, that Morrison County enter into the agreement with the City of Upsala for reconstruction of Tower Road.

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 the agreement with the City of Upsala for reconstruction of Tower Road.

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 7 day of Feb, 2017, 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 7 day of Feb, 2017



Deb Gruber
County Administrator

Commissioner	Yes	No	Abs	Mot	2nd
Jelinski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Winscher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wilson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LeMieur	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A G R E E M E N T

Between
Morrison County and City of Upsala for Rehabilitation of Tower Road

THIS AGREEMENT is made and entered into by and between Morrison County, acting by and through its Board of Commissioners, hereinafter referred to as the "County" and City of Upsala acting by and through its City Council, hereinafter referred to as the "City".

Project Location: On Tower Road from 4th Ave W (CR 228) to Baltic Road in northwest Upsala.

The County agrees to provide engineering services in connection with the rehabilitation of Tower Road.

WITNESSETH:

WHEREAS; the City agrees that the County should prepare plans, specifications and estimates for rehabilitation of the Tower Road; and

WHEREAS; the City and County have mutually agreed that the County should let a contract consisting of this work subject to the terms hereinafter set forth in the Agreement.

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1:

SECTION A: PRELIMINARY ENGINEERING

The County shall survey the site, develop plans, obtain permits, write specifications and furnish all preliminary engineering items necessary to let a construction contract for rehabilitation of said road.

SECTION B: CONTRACT AWARD AND CONSTRUCTION

City authorizes the County to proceed to bid letting.

The County shall receive bids and award a contract to the lowest responsible bidder, subject to the Morrison County Board's authorization.

SECTION C: DIRECTION, SUPERVISION & INSPECTION OF CONSTRUCTION

The construction work contemplated herein shall be under the direction of the County, and shall be under the supervision of a Licensed Professional Engineer.

ARTICLE II - BASIS OF PAYMENT BY THE CITY

SECTION A: CONSTRUCTION COST

Upon satisfactory project completion, in accordance with Article I hereof, of all of the construction to be performed on Tower Road, the City shall pay to the County, as the City's full share of the total project costs thereof, an amount based on the final quantities of the City's items multiplied by the actual unit bid prices for the awarded contract.

SECTION B: ENGINEERING COSTS

The City will bear the engineering costs for all engineering work performed by the County.

ARTICLE III - PARTICIPATING OF ITEMS

SECTION A: ENGINEERING ITEMS SUBJECT TO ARTICLE II SECTION B

- 1) Engineering: The City will cover the cost of this item.
- 2) Construction Inspection: The City will cover the cost of this item.

SECTION B: CONSTRUCTION ITEMS SUBJECT TO ARTICLE II SECTION A

- 1) All construction items needed to complete the above described project including but not limited to the following: Mobilization, Reclamation, Subgrade Excavation and Backfill, Geotextile Fabric, Mill Notches, Bituminous Tack, Bituminous Wearing Course, Shoulder Base Aggregate, Traffic Control, Raised Markers, Topsoil Borrow, Turf Establishment, and Hydraulic Mulch. The City will cover the cost of these items.

ARTICLE IV: GENERAL PROVISIONS

SECTION A: MAINTENANCE

Upon completion of the construction project, the City agrees to continue their jurisdiction and be responsible for the maintenance of Tower Road without cost or expense to the County.

SECTION B: CLAIMS

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

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

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

CITY OF UPSALA

Mayor: Rollie Johnson Date: 2-6-17

Clerk: Michelle M. Seward Date: 2-6-17

COUNTY OF MORRISON

Chairperson, County Board: Mike Walker Date: 2/7/17

Board Clerk: [Signature] Date: 2/7/17

COUNTY SEAL

RESOLUTION 2-6-17-1

Authorizing Engineering Services Agreement for Rehabilitation of Tower Road

WHEREAS, City of Upsala is responsible for maintenance and construction of its Transportation Infrastructure; and

WHEREAS, City of Upsala works to implement Transportation Improvements; and

WHEREAS, it appears that it is in the best interest of City of Upsala to work with Morrison County in rehabilitation of Tower Road.

NOW THEREFORE BE IT RESOLVED, that the City Council of Upsala hereby authorizes entering into an agreement with Morrison County for the rehabilitation of Tower Road and the Mayor and Clerk are directed to sign said agreement.

Rollie Johnson
Mayor of Upsala

2-6-17
Date

Michelle Stevens
Upsala City Clerk

2-6-17
Date

**Full-Voting Member
Membership Agreement**

This Full-Voting Member Membership Agreement (hereinafter "Agreement") is entered into this 7 day of February, 2017, between MONSON
County (hereinafter "Participating Governmental Agency") and National Joint Powers Alliance® (hereinafter "NJPA").

Whereas, Minnesota Statutes §471.59 and §123A.21 authorizes the Full-Voting Members of NJPA to cooperatively exercise any power common to the contracting parties; and

Whereas, NJPA provides for contract and vendor relationships to purchase competitively bid supplies, materials, equipment, or services; and

Whereas, the parties to this Agreement have determined that certain purchases and services can best be provided through the cooperative efforts of NJPA; and

Whereas, Participating Governmental Agency asserts that it is authorized to exercise powers jointly with NJPA pursuant to Minnesota Statutes §123A.21 and §471.59, is authorized as a Governmental Agency, and is empowered to act cooperatively under Minnesota laws.

Now, Therefore, The parties hereby agree as follows:

1. This Agreement amends and supersedes any previous Agreements between the parties and is effective upon execution.

2. A Joint Powers Board, acting within the NJPA Bylaws, shall govern the administration of NJPA. Full-Voting Members retain the right to nominate a representative from their Governing Boards to the NJPA Board of Directors.

3. Nothing herein shall prevent Participating Governmental Agency from applying for membership with other Minnesota Service Cooperatives.

4. Participating Governmental Agency shall be bound by the terms of this Agreement during any fiscal year in which it is a member. Participating Governmental Agency may withdraw from this Agreement by giving to NJPA before July 1 written notice of its intention to withdraw as a Full-Voting Member. Such withdrawal, however, shall become effective only on June 30 of the following fiscal period. The terms of withdrawal from NJPA shall be governed by Minnesota Statute §123A.24.

5. Participating Governmental Agency understands that Full-Voting Members are the only membership class within NJPA who are responsible for any proportionate share of expenses that may annually be assessed by the NJPA Board of Directors pursuant to Minnesota Statute §123A.21 Subd. 9.

6. Any limit(s) of liability applicable to Full-Voting Members of NJPA may not be added together or stacked for any purpose. The total aggregate liability of one or more of the Full-Voting Members and NJPA or their respective officers or employees arising out of the activities of NJPA shall not exceed the limits for a single member as set forth in Minnesota Statute §466.04(1), regardless of whether NJPA is a separate entity or organization. The provisions of this section shall not be construed to create, as between Full-Voting Members or between Full-Voting Members and NJPA, any right of indemnification. Participating Governmental Agency and NJPA mutually agree that neither will be responsible for the acts of the other.

7. Participating Governmental Agency has read, understands and accepts the terms within the NJPA By-Laws.

Morrison County
Participating Governmental Agency Name
Deb Gruber County Administrator
By: Contact person and title
213 S.E. First Ave
Address
320-632-0293
Phone and Fax
debg@co.morrison.mn.us
Email

National Joint Powers Alliance®
202 12th Street NE
Staples, Minnesota 56479
Phone: 218-894-5477
Fax: 218-895-4135
Email: anna.gruber@njpacoop.org
Web: www.njpacoop.org

The undersigned parties hereby agree this day to the conditions above:

Morrison County
Participating Governmental Agency Name

Authorized signature
Administrator
Title
February 7, 2017
Date

National Joint Powers Alliance®

Authorized signature

Title

Date

EXTRACT OF MINUTES OF A MEETING OF THE
COUNTY BOARD OF THE
MORRISON COUNTY, MINNESOTA

HELD: 7 February, 2017

Pursuant to due call and notice thereof, a regular meeting of the County Board of Morrison County, , Minnesota, was duly held at the County Courthouse in said County on the 7th day of February, 2017, beginning at 9:00 o'clock A.M. for the purpose, in part, of authorizing the competitive negotiated sale of the \$12,865,000 General Obligation Capital Improvement Plan Bonds, Series 2017A, of said County.

The following Commissioners were present:

and the following were absent: .

Commissioner member Winschew introduced the following resolution and moved its adoption:

²⁰¹⁷
RESOLUTION # 17- 012 PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF
\$12,865,000 GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2017A

A. WHEREAS, the County Board of Morrison County, Minnesota (the "County") has agreed to issue its General Obligation Capital Improvement Plan Bonds, Series 2017A, (the "Bonds") in order to finance the expansion and renovation of the Morrison County Courthouse Complex; and

B. WHEREAS, on December 20, 2016, the County Board adopted the Capital Improvement Plan Amendment 2017 – 2021; and

C. WHEREAS, the County has retained David Drown Associates, Inc., in Minneapolis, Minnesota ("David Drown"), as its independent financial advisor for the Bonds and is therefore authorized to sell the Bonds by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9):

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

1. Authorization. The County Board hereby authorizes David Drown to solicit bids for the competitive negotiated sale of the Bonds.

2. Meeting; Bid Opening. The Board shall meet at the time and place specified in the Terms of Offering attached hereto as Exhibit A for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The County Administrator, or designee, shall open bids at the time and place specified in such Terms of Offering.

3. Terms of Offering. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Offering" attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with said competitive negotiated sale, the officers or employees of the County are hereby authorized to cooperate with David Drown Associates and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the County upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by
Commissioner Scieszka and, after full discussion thereof and upon a vote being taken thereon,
the following Board members voted in favor thereof:

and the following voted against the same:.

The following Board members abstained: .

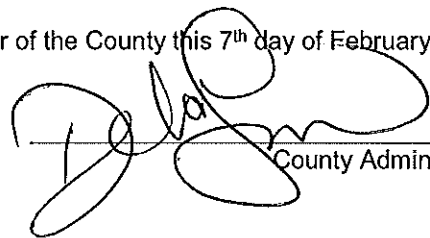
Whereupon said resolution was declared duly passed and adopted.

Approved this 7th day of February, 2017.

STATE OF MINNESOTA
COUNTY OF MORRISON

I, the undersigned, being the duly qualified and acting Administrator of Morrison County, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the County Board of said County, duly called and held on the date therein indicated, insofar as such minutes relate to the County's \$12,865,000 General Obligation Capital Improvement Plan Bonds, Series 2017A.

WITNESS my hand as such Administrator of the County this 7th day of February, 2017.



County Administrator

EXHIBIT A

TERMS OF OFFERING

Morrison County, Minnesota

\$12,865,000

General Obligation CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2017A

(BOOK ENTRY ONLY)

TERMS OF PROPOSAL

Proposals for the Bonds will be received on Tuesday, March 7, 2017 at 10:00 A.M. Central Time, at the offices of David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota, after which time they will be opened and tabulated. Consideration for award of the Bonds will be by the County Board at 10:30 A.M., Central Time, on that same date.

SUBMISSION OF PROPOSALS

Proposals may be submitted in a sealed envelope or by fax (612) 605-2375 to David Drown Associates, Inc. Signed Proposals, without final price or coupons, may be submitted to David Drown Associates, Inc. prior to the time of sale. The bidder shall be responsible for submitting to David Drown Associates, Inc. the final Proposal price and coupons, by telephone (612) 920-3320 or fax (612) 605-2375 for inclusion in the submitted Proposal. David Drown Associates, Inc. will assume no liability for the inability of the bidder to reach David Drown Associates, Inc. prior to the time of sale specified above.

Notice is hereby given that electronic proposals will be received via PARITY®, in the manner described below, until 10:00 A.M., local time on March 7, 2017. Bids may be submitted electronically via PARITY® pursuant to this Notice until 10:00 A.M., local time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY® conflict with this Notice, the terms of this Notice shall control. For further information about PARITY®, potential bidders may contact David Drown Associates, Inc. or PARITY® at (212) 806-8304.

Neither Morrison County nor David Drown Associates, Inc. assumes any liability if there is a malfunction of PARITY. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the County to purchase the Bonds regardless of the manner of the Proposal submitted.

DETAILS OF THE BONDS

The Bonds will be dated April 1, 2017, as the date of original issue, and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2018. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Bonds will mature February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$ 375,000	2029	\$ 655,000
2020	385,000	2030	675,000
2021	385,000	2031	695,000
2022	560,000	2032	715,000
2023	570,000	2033	740,000
2024	580,000	2034	760,000
2025	595,000	2035	790,000
2026	605,000	2036	815,000
2027	620,000	2037	840,000
2028	635,000	2038	870,000

ADJUSTMENT OPTION

The County reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

TERM BOND OPTION

Bids for the bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds; provided that no serial bond may mature on or after the first mandatory sinking fund redemption date of any term bond. All term bonds shall be subject to mandatory sinking fund redemption and must conform to the maturity schedule set forth above at a price of par plus accrued interest to the date of redemption. In order to designate term bonds, the bid must specify as provided on the Proposal Form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The County will name Northland Trust Services, Inc. Minneapolis, MN, as registrar for the Bonds. Northland Trust shall be subject to applicable SEC regulations. The County will pay for the services of the registrar.

OPTIONAL REDEMPTION

The County may elect on February 1, 2026 and on any day thereafter, to prepay Bonds due on or after February 1, 2017. Redemption may be in whole or in part and if in part at the option of the County and in such manner as the County shall determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the County for which the County will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds will be used to finance the expansion and renovation of the Morrison County Courthouse Complex. The County Board adopted the Capital Improvement Plan 2017 – 2021 (the "Plan") on December 20, 2016. The Plan outlines the project and expenses for the Project.

NOT BANK-QUALIFIED OBLIGATIONS

The County will NOT designate the Bonds as “qualified tax-exempt obligations” for purposes of Section 265 of the Internal Revenue Code of 1986, as amended.

TYPE OF PROPOSALS

Proposals shall be for not less than \$12,710,620.00 (98.80%) and accrued interest on the total principal amount of the Bonds. The apparent low-bidder as notified by David Drown Associates, Inc. shall wire, to a designated account, a good faith amount of \$257,300 by 3:00 p.m. on the date of sale. If the good faith wire transfer is not in process prior to the award, the City shall retain the right to reject the bid. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City. No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 5/100 or 1/8 of 1%. Rates must be in ascending order. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a net interest cost (NIC) basis. The County's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling. The County will reserve the right to waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, reject all proposals without cause, and reject any proposal, which the County determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the underwriter, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the County has requested and received a rating on the Bonds from a rating agency, the County will pay that rating fee. Any other rating agency fees shall be the responsibility of the purchaser. Failure of the municipal bond insurer to issue the policy after Bonds have been awarded to the purchaser shall not constitute cause for failure or refusal by the purchaser to accept delivery on the Bonds.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The purchaser shall pay the CUSIP Service Bureau charge for the assignment of CUSIP identification numbers.

SETTLEMENT

Within 40 days following the date of their award, the Bonds will be delivered without cost to the purchaser at a place mutually satisfactory to the County and the purchaser. Delivery will be subject to receipt by the purchaser of an approving legal opinion of bond counsel, and of customary closing papers, including a non-litigation certificate. On the date of settlement payment for the Bonds shall be made in federal, or equivalent, funds which shall be received at the offices of the County or its designee not later than 12:00 Noon, Central Time. Except as compliance with the terms of payment for the Bonds shall have been made impossible by action of the County, or its agents, the purchaser shall be liable to the County for any loss suffered by the County by reason of the purchaser's non-compliance with said terms for payment.

FULL CONTINUING DISCLOSURE

On the date of the actual issuance and delivery of the Bonds, the County will be obligated with respect to more than \$10,000,000 of outstanding municipal securities, including the Bonds being offered hereby. In order to assist bidders in complying with SEC Rule 15c2-12, the County will covenant to provide certain financial information or operating data that is customarily prepared and is publicly available and notices of certain material events to the limited extent required by SEC Rule 15c2-12(d)(2). A description of the County's undertaking is set forth in the Official Statement.

OFFICIAL STATEMENT

The County has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds, and said Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Financial Advisor to the County, David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota 55410, and telephone (612) 920-3320.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the County with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the County agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded 10 copies of the Official Statement and the addendum or addenda described above. The County designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the County (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated: February 7, 2017

BY ORDER OF THE COUNTY BOARD

/s/ Deb Gruber
County Administrator