



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

MARCH 21, 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, Deb Lowe, Katy Kirchner, Brad Vold, Steve Backowski, Shawn Larsen, Gregg Valentine, Jackie Wise, Cyndi Bachan, Karen Szczodroski, and Becky Moe.

Others present: Tyler Jensen, Mark Slupe, Mary Warner, Danny Noss, Greg Kimman, Mel Buesseler, Mike Insley.

APPROVAL OF COUNTY BOARD MINUTES

A motion was made by Commissioner Johnson, seconded by Commissioner Jelinski and carried unanimously to approve the Morrison County Board of Commissioner Minutes for March 7, 2017.

AGENDA CHANGES

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

AIRPORT COMMISSION

A motion was made by Commissioner Winscher, seconded by Commissioner Johnson and carried unanimously to accept the recommendation of the Airport Commission and affirm the Capital Improvement Plan of the Little Falls/Morrison County Airport as presented.

SHERIFF'S REPORT

Shawn Larsen, Sheriff, presented the Monthly Sheriff's Report for February 2017.

SOCIAL SERVICES

A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and carried unanimously to approve the Minnesota Supplemental Assistance Special Needs Payment Policy and Procedure.

Brad Vold, Social Services Director, and Jackie Wise, Supervisor presented a report on the collections received in 2016 and status of collections on the policy that was put into place on January 1, 2017.

PUBLIC HEALTH

A motion was made by Commissioner Johnson, seconded by Commissioner Winscher and carried unanimously to approve 2017 Seasonal Establishment License:

Dist. 5	Cedar Lake Campground	Burtrum	\$552.00
	Park Campground		

EXTENSION

Becky Moe, Director, presented the County Report for the month of February 2017 and reported on various events that have and will be taking place in the upcoming months.

AUDITOR

A motion was made by Commissioner Winscher, seconded by Commissioner Johnson, and carried unanimously to approve the following Exempt Permits:

1. Morrison County Pheasants Forever to hold a raffle on September 15, 2017 at the Falls Ballroom
2. Ramey Morrill Area Lions to hold a bingo and raffle on April 9, 2017 at the Bethany Lutheran Church Hall



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- 3. Scandia Valley First Responders to hold a bingo on April 2 and November 19, 2017 at the Scandia Valley Town Hall
- 4. Bethany Lutheran Church to hold a bingo on April 23, 2017 and July 9, 2017 at the church hall

A motion was made by Commissioner Jelinski, seconded by Commissioner Mike LeMieur, to approve the Minnesota Grant Contract Agreement of \$11,000 for Eastern Morrison County 4-Wheeler Club, Soo Line South Recreational Trail funding; and to authorize the disbursement of funds as they are received (agreement to sponsor the 4-wheeler club was approved 10/11/2016). Motion carried on a roll call vote with all Commissioners voting "aye".

Deb Lowe, Auditor/Treasurer, presented the Cash Report for February 28, 2017.

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 March 21, 2017 be approved for payment:

REVENUE	\$	252,568.71
PUBLIC WORKS	\$	74,465.35
SOCIAL SERVICE	\$	207,656.17
SOLID WASTE	\$	5323.37
PARKS FUND	\$	259.88
LOCAL COLLABORATIVE	\$	2,438.11
TOTAL	\$	559,211.59
MEALS	\$	130.07
CREDIT CARD	\$	11,454.71

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".

PUBLIC WORKS REPORT

A motion was made by Commissioner Winscher, seconded by Commissioner Johnson, and carried unanimously to approve Resolution #2017-020 Richardson Township engineering services for gravel surfacing Peavy Lake Road using State Park Road account funds.

A motion was made by Commissioner LeMieur, seconded by Commissioner Johnson, to approve 2017 Seasonal Bids Abstract for: Equipment Rental Rates, Bituminous Material, and Calcium Application. Motion carried on a roll call vote with all Commissioners voting "aye".



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A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur, to award Resolution#2017-021 of Todd County contract for construction of CR 219 and CSAH 31. Morrison County cost for CR 219 is \$218,065.50 and CSAH 31 is \$188,895.53. Motion carried on a roll call vote with all Commissioners voting "aye".

A motion was made by Commissioner Winscher, seconded by Commissioner Jelinski, to approve Resolution #2017-022 Award of Contract 269 for chevron signing to ID Signs Solutions LLC in the amount of \$21,450.66. Estimated county cost \$2,145. Motion carried on a roll call vote with all Commissioners voting "aye".

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur, to approve Resolution #2017-023 Award of Contract 270 for ground in edge lines to Traffic Marking Service in the amount of \$261,567.88. Estimated county cost \$56,118. Motion carried on a roll call vote with all Commissioners voting "aye".

A motion was made by Commissioner Jelinski, seconded by Commissioner Winscher, to approve Resolution #2017-024 Award of Contract 271 for pavement markings to Traffic Markings Service in the amount of \$262,144.79. Estimated county cost \$95,906. 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.

ADMINISTRATOR'S REPORT

A motion was made by Commissioner Johnson, seconded by Commissioner Wilson and carried unanimously to reappoint Ron Munson to the HRA Board for another 4 year term April 2017 through 2021.

A motion was made by Commissioner Winscher, seconded by Commissioner Jelinski, and carried unanimously to approve sending a Letter of Support for the Great River Regional Library, specifically supporting the Minnesota Library Association and Council of Regional Public Library System Administrators proposal to the MN State Legislature to increase the annual appropriation for Regional Library Basic system Support.

A motion was made by Commissioner Jelinski, seconded by Commissioner Winscher to approve entering into a contract with Attorney Frank Kowalkowski. Motion carried on a roll call vote with all Commissioners voting "aye".

A motion was made by Commissioner Winscher, seconded by Commissioner Johnson, and carried unanimously to approve closing the session for 1) Attorney Client privilege, 2) Labor Negotiations, and 3) Deb Gruber's performance review.

The County Board recessed at 10:38am and reconvened at 10:48am.

The session was closed 10:48am and reopened at 2:09pm.

A motion was made by Commissioner Jelinski, seconded by Commissioner Winscher, and carried unanimously to approve the Resolution #2017-025 Regarding the Appeal of the Notice of Decision for the Mille Lacs Band Fee-to-Trust Applicant for the 3,238.81 Acre Willmus Hunting Land.

ADJOURNMENT

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur, and carried unanimously to adjourn the meeting at 2:13 p.m.



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

Mike Wilson, Chairman

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

Deb Gruber, Clerk to the County Board

DATE: 3/21/17

MORRISON COUNTY BOARD OF COMMISSIONERS
COUNTY BOARD MEETING

PLEASE SIGN IN

NAME

ADDRESS/REPRESENTING

Mary Warner

Morrison Co. Hist Society

Mark Slupe

GRTV Channel 180

DANNY L. NOSS

RANDALL MAJOR

Greg Kimman

City of Little Falls

MEL BUESSELER

LEIGH TOWNSHIP - HILLMAN

Mike Insley

Richardson Township

AGENDA ITEM

CITY COUNCIL MEETING: March 6, 2017

Special (Work Session) Agenda: x

Consent Agenda:

Regular Agenda: x

TITLE OF THE ITEM FOR CONSIDERATION: Airport Improvements, Little Falls/Morrison County Airport

BACKGROUND: Over the last twenty years the Little Falls/Morrison County Airport has been working toward completing a crosswind runway. The project is at a point where significant funds will be needed to complete the runway. With changes in City Council and County Commission members, staff is requesting concurrence with the proposed improvements at the Airport.

ACTION REQUEST: The City Council accept the recommendation of the Airport Commission and affirm the Capital Improvement Plan of the Little Falls/Morrison County Airport as presented.

STAFF PERSON REQUESTING: Greg Kimman

AIRPORT CAPITAL IMPROVEMENT PLAN (ACIP)

8-Feb-17

REVISED DRAFT

AIRPORT NAME: Little Falls-Morrison County Airport
 ASSOCIATED CITY: Little Falls, Minnesota
 COUNTY NAME: Morrison

NPIAS NO: 27-0048
 SITE NO.: 10793.*A
 LOCAL IDENT: LXL

ITEM NO	ITEM DESCRIPTION	STATE YEAR	FEDERAL YEAR	TOTAL COST	FAA SHARE	STATE SHARE	LOCAL SHARE	FAA ENTITLEMENT BALANCE	REMARKS
SHORT-TERM PROJECTS (0-5 YEARS)									
Calendar Year 2017								\$ 477,682	FY 2017 FAA Entitlement Balance
1	Demolish Existing North Hangar	2018	2017	\$ 30,000	\$ 27,000	\$ 1,500	\$ 1,500	\$ 450,682	
2	Environmental Assessment Re-Evaluation	2018	2017	\$ 25,000	\$ 22,500	\$ 1,250	\$ 1,250	\$ 428,182	Tree Clearing By Others
3	Rehabilitate (Crack/Joint Seal) Runway 13-31, Taxiway, Apron	2018	2017	\$ 145,000	\$ 130,500	\$ 7,250	\$ 7,250	\$ 297,682	Pavement in Good Condition
4	Rehabilitate (Mill & Overlay) SE Hangar Pavement	2018	2017	\$ 135,000	\$ 55,890	\$ 53,545	\$ 25,565	\$ 241,792	Pavement in Very Poor Condition
5	Rehabilitate (Seal Coat) Runway 13-31, Taxiway, Apron	2018	2017	\$ 135,000	\$ 121,500	\$ 6,750	\$ 6,750	\$ 120,292	If Available FAA Funding Remains
6	Update Airport Zoning Ordinance	2018	-	\$ 30,000	\$ -	\$ 21,000	\$ 9,000	\$ 120,292	70% State Funding
Calendar Year 2018			CY 2017 Totals	\$ 500,000	\$ 357,390	\$ 91,295	\$ 51,315	\$ 270,292	FY 2018 FAA Entitlement Balance
7	Design Runway 18/36	2019	2018	\$ 280,000	\$ 252,000	\$ 14,000	\$ 14,000	\$ 18,292	
Calendar Year 2019			CY 2018 Totals	\$ 280,000	\$ 252,000	\$ 14,000	\$ 14,000	\$ 168,292	FY 2019 FAA Entitlement Balance
8	Construct Runway 18/36 (Phase 1)	2020	2019	\$ 1,449,000	\$ 1,304,100	\$ 72,450	\$ 72,450	\$ (1,135,808)	FY 2019 State Apportionment
Calendar Year 2020			CY 2019 Totals	\$ 1,449,000	\$ 1,304,100	\$ 72,450	\$ 72,450	\$ 150,000	FY 2020 FAA Entitlement Balance
9	Construct Runway 18/36 (Phase 2)	2021	2020	\$ 1,506,000	\$ 1,355,400	\$ 75,300	\$ 75,300	\$ (1,205,400)	FY 2020 State Apportionment
9	Construct Runway 18/36 (Phase 3 - Electrical)	2021	2020	\$ 252,000	\$ 226,800	\$ 12,600	\$ 12,600	\$ (1,432,200)	FY 2020 State Apportionment
10	AWOS System Modifications	2021	-	\$ 45,000	\$ -	\$ 31,500	\$ 13,500	\$ (1,432,200)	
Calendar Year 2021			CY 2020 Totals	\$ 1,803,000	\$ 1,582,200	\$ 119,400	\$ 101,400	\$ 150,000	FY 2021 FAA Entitlement Balance
	<i>No Projects</i>	2022	2021	\$ -	\$ -	\$ -	\$ -	\$ 150,000	
			CY 2021 Totals	\$ -	\$ -	\$ -	\$ -		
TOTAL 2017-2021				\$ 4,032,000	\$ 3,495,690	\$ 297,145	\$ 239,165		
Percentage				100.0%	86.7%	7.4%	5.9%		

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

FY 2017 OHV

Contract No./P.O. 122184 / 3-110001

Sponsor: _____

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and the local government unit of

Morrison County, 213 1st Ave SE, Little Falls, MN 56345 ("Sponsor").

Recitals

1. The Minnesota Off-highway Vehicle Trails Assistance Program provides grants to Local Government Units (Sponsors) to establish, construct and maintain public recreational trails pursuant to Minnesota Statutes, Chapter 84.794, 84.803 and 84.927; and under Minn. Stat. Ch. 84.026, subd.2 the State is empowered to enter into this Grant Contract Agreement.
2. The State is in need of the services of the Sponsor to provide for public use the following trail(s) specified in this grant contract agreement:
List Trail Name (s): S00 Line South Morrison. \$11,000.00
3. The Sponsor represents that it is duly qualified and agrees to perform all services described in this grant contract for said trails. Pursuant to Minn.Stat.§16B.98, the Sponsor agrees to minimize administrative costs as a condition of this grant and to follow the code of ethics pursuant to Minn.Stat.§43A.38 in administration of this grant.
4. The Sponsor has applied to the State for a grant for said trails and has submitted the Minnesota Trails Assistance Program's application form, maps, and a resolution or official minutes of the Sponsor authorizing the proposed trails.
5. Attachment. The Sponsor's resolution or official minutes are attached and incorporated into this grant contract agreement.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** *July, 1, 2016*, or the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5, whichever is later. The Sponsor submitted and the State approved an application whose expenditures can be reimbursed. Per, Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Sponsor until this grant contract is fully executed.
- 1.2 **Expiration date:** June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first. This expiration date includes the certification period as authorized in Minn. Stat. Ch. 16A.28, subd. 6.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12.

Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Sponsor's Duties

The Sponsor agrees to construct, operate and maintain the approved trails in accordance with the guidelines contained within the current Minnesota Off-Highway Vehicle Trails Assistance Program Manual, hereinafter referred to as the "Manual" as accepted or amended by the State which is incorporated into this contract by reference and filed with the Minnesota Department of Natural Resources Division of Parks and Trails 500 Lafayette Road St. Paul MN 55155 and online at http://www.dnr.state.mn.us/grants/recreation/gia_ohv.html. All work will be the responsibility of the Sponsor, Sponsor's employees, or the Sponsor's agent. The Sponsor, who is not a state employee, will:

2.1. Comply with required grants management policies and procedures set forth through § 16B.97 subd. 4 (a) (1).

2.2. Complete activities in this Grant Contract Agreement for the trails approved by the State listed above according to the guidelines of the Manual as stated in the application or new trail project proposal form including cost worksheet(s) and map(s) as accepted or amended by the State that is the approved work plan and budget on file with the State's Authorized Representative.

2.3. Acquire interest in lands on trail(s) for public use. Proceed to acquire necessary interests in lands on the Trail in accordance with the approved map on file with the State's authorized representative. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than three (3) months between April 1 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing and improvements in accordance with Minnesota Statutes Ch. 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.

- (a) A person having personal knowledge of ownership shall sign an affidavit that the person whose name appears on the document of conveyance, lease, or permit is the owner or possessor.
- (b) Any instrument of conveyance or permit with a consideration exceeding \$500.00 shall be accompanied by an Attorney's Certificate of Title.

2.4 Perform services to provide the trail(s) for public use in accordance with the guidelines in the Manual which shall include but are not limited to:

- (a) keep the trail(s) reasonably safe for public use; provide sanitation and sanitary facilities when needed; provide appropriate regulatory and informational signage; and
- (b) provide other maintenance as may be required including but not limited to shaping, brushing, picking up garbage, draining water puddles, improve sustainability through trail features including but not limited to switchbacks, broad based rolling dips, super-elevated turns, off-camber tread-way elevation, catch basin cleanouts, boardwalks, rock drains, culverts, bridges, road or driveway crossings, etc.

The Sponsor and not the State is responsible for maintaining signs and all trails.

2.6 Expedite establishment and construction of trail(s) If the Sponsor fails to expedite

establishment and construction of trails or fails to provide for adequate maintenance, the State may withhold payments to the Sponsor and/or terminate this Contract.

3 Time

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

4 Consideration and Payment

4.1 **Reimbursement:** The State agrees to reimburse the Sponsor

- (a) **up to sixty-five percent (65%) of the cost of trail acquisition, development, and administration for all eligible costs per fund.**
- (b) **except trail maintenance, portable toilet rental and service and liability insurance shall be reimbursed at up to ninety percent (90%) for all eligible costs per fund.**

All costs shall be in accordance with the allowable charges and costs listed in the Manual and the Grant-in-aid Allowable Costs Sheet filed with the Minnesota Department of Natural Resources Division of Parks and Trails 500 Lafayette Road St. Paul MN 55155 and online at http://www.dnr.state.mn.us/grants/recreation/gia_ohv.html

This Grant Contract shall not exceed the State cost as specified on page one of this agreement or as amended.

4.2 **Payment:** The State will promptly pay the Sponsor after the Sponsor presents a request for reimbursement and attach worksheets furnished by the State for all costs incurred in acquiring, developing and maintaining the trail, all in accordance with the MANUAL, and the State's Authorized Representative accepts the invoiced services. Additionally, the Sponsor must submit original receipts of actual purchases exceeding \$100.00.

- (a) **First Payment:** Upon receipt of the request for reimbursement evidencing acceptable trail costs of \$500.00 or more for acquisition development, or maintenance, the State agrees to reimburse the Sponsor for approved costs in accordance with the MANUAL.
- (b) **Subsequent Payments:** Each thirty (30) successive days after the first payment, the Sponsor may submit invoices evidencing trail costs. Payments shall be made to the extent of authorized reimbursement, or until this Grant Contract is terminated.
- (c) **Trail Segments:** It is understood that if the trail system is developed in segments, the Sponsor may submit requests for reimbursement as soon as continuous and workable segments are completed.
- (d) **Federal funds.** Where Payments under this grant contract will be matched from federal funds obtained by the State, the Sponsor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Sponsor's failure to comply with federal requirements.
- (e) **Travel Expenses.** Reimbursement for travel expenses actually and necessarily incurred by the Sponsor as a result of this grant contract will be reimbursed as provided for in the MANUAL as Expenditure type a. Administration; provided that the Sponsor will be reimbursed for travel expenses in accord with the Grant-in-aid Allowable Costs Sheet which is incorporated into this contract by reference. The Sponsor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of

state.

4.3. **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Sponsor under this grant contract will not exceed **\$11,000.00**

4.4. **Unexpended Funds**

The Sponsor must promptly return to the State any unexpended funds that have not been accounted for to the State with the final request for reimbursement due at grant closeout.

4.5 **Contracting and Bidding Requirements** Per Minn. Stat. §471.345, Sponsors that are municipalities as defined in Subd. 1 must do the following if contracting using funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property not identified by the Manual or the Grant-in-aid Allowable Costs Sheet.

(a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

(b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

(c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

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

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

5 **Conditions of Payment**

All services provided by the Sponsor under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Sponsor will not receive payment for work found by the State to be unsatisfactory or

performed in violation of federal, state, or local law. If the State determines that the Sponsor has violated any federal or state law or any of the terms of the grant agreement with the State, the State may withhold all grant payments for any work occurring after the date the Sponsor was notified of the violation and seek restitution for any property damage caused by the violation pursuant to Minnesota Statutes, Chapter 84.930. The Sponsor may appeal the commissioner's decision in a contested case hearing under Minnesota Statutes, Chapter 14.58.

6 Assignment Amendments, Waiver, and Grant Contract Complete

6.1 Assignment The Sponsor shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

6.2 Amendments Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

6.3 Waiver If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

6.4 Grant Contract Complete This grant contract contains all negotiations and agreements between the State and the Sponsor. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

7 Liability

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. Ch. 3.736 and other applicable law. The Sponsor's liability shall be governed by the provisions of Minnesota political Subdivisions Tort Liability, Minn. Stat. Ch. 466.02 and other applicable law. The Sponsor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Sponsor or the Sponsor's agents or employees. This clause will not be construed to bar any legal remedies the Sponsor may have for the State's failure to fulfill its obligations under this grant contract.

8 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Sponsor's books, records, documents, and accounting procedures and practices of the Sponsor or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Sponsor shall make them available at the Sponsor's office at all reasonable times during the record retention period. Records shall be sufficient, as defined in the Manual to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this Grant.

9 Government Data Practices and Intellectual Property Rights

9.1 Government Data Practices

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

9.2 Intellectual Property Rights

(a) Intellectual Property Rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract.

(b) Obligations.

1. Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Sponsor, including its employees and subcontractors, in the performance of this contract, the Sponsor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

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

10 Publicity and Endorsement

10.1 **Signage:** The Sponsor and not the State is responsible for maintaining all trail signs.

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

10.3. **Endorsement:** The Sponsor must not claim that the State endorses its products or services.

11 Governing Law, Jurisdiction, and Venue

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

12 Workers Compensation

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

13 Termination

13.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Sponsor. Upon termination, the Sponsor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Sponsor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Sponsor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Sponsor notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 **Termination by Contract.** This Grant Contract may also be terminated upon mutual contract by the State and the Sponsor.

14 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Sponsor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification

numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Sponsor to file state tax returns and pay delinquent state tax liabilities, if any.

15 Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - Lower Tier Covered Transactions

16.1 Debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded. The prospective lower tier participant certifies, by submission of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16.2 Explanation. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

16 Invasive species prevention

16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work. The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail(s) by ensuring the cleaning of equipment prior to arriving at the Trail(s) site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control

16.2 Cleaning and disposal of material cleaned. If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

17 Accessibility.

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>

18 Monitoring and Reporting Requirements

The State reserves the right to inspect the trail(s) at any time to ensure compliance with this grant contract agreement. The State's authorized representative will conduct in person or by telephone with the Sponsor at least once per grant contract in a form prescribed by the State.

- (a.) monitoring;
- (b.) financial reconciliation; and
- (c.) grant closeout evaluation

19 Authorized Representative

The State's Authorized Representative is

Tim Edgeton, Area Supervisor, 1035 South Benton Dr, Sauk Rapids, MN 56379, 320-223-7861,
tim.edgeton@state.mn.us.

Or his/her successor, and has the responsibility to monitor the Sponsor's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each Invoice submitted for payment.

The Sponsor's Authorized Representative is

Deb Lowe, Morrison County Auditor, 213 1st Ave. SE, Little Falls, MN 56345, 320-632-1030,
deb@co.morrison.mn.us.

If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

20 Funding.

The state's sole responsibility under this Grant Contract is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints the Grant amount may be reduced or canceled by the State.

21 Technical Assistance.

The State shall give technical assistance to the Sponsor in establishing trails upon request.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Contract Agreement.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Julie Bisch

Date: 3/14/17

SWIFT Contract/PO No(s). 122184/3-110001

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. SPONSOR

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

By: Mark Wilson

Title: Board Chairman

Date: 3/21/17

By: [Signature]

Title: County Administrator

Date: 3/21/17

State's Authorized Representative:
[NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL],

Sponsor's Authorized Representative:
[NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL].

Distribution:
Agency
Sponsor
State's Authorized Representative

RESOLUTION # 2017-20

Authorizing Signature for the Engineering Services
Agreement between Morrison County and Richardson Township

WHEREAS, Richardson Township has requested engineering services for the construction of aggregate surfacing on Peavy Road and Peavy Lake Drive; and

WHEREAS, Richardson Township has entered into an agreement for Morrison County to provide engineering services in connection with the construction of aggregate surfacing on Peavy Road and Peavy Lake Drive; and

WHEREAS, Richardson Township agrees that the County should prepare plans, specifications and estimates for aggregate surfacing on Peavy Road and Peavy Lake Drive; and

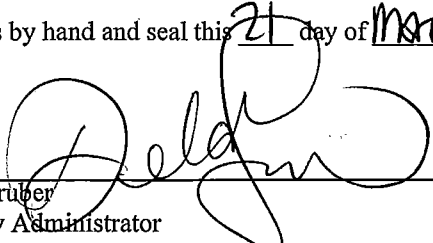
NOW THEREFORE BE IT RESOLVED that Morrison County enter into the agreement with Richardson Township for the construction of aggregate surfacing on Peavy Road and Peavy Lake Drive.

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 Township of Richardson for the construction of aggregate surfacing on Peavy Road and Peavy Lake Drive.

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 21 day of MARCH, 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 21 day of MARCH, 2017



Deb Gruber
County Administrator

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

A G R E E M E N T

Between Morrison County and Richardson Township
for the construction of Peavy Road and Peavy Lake Drive

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 Richardson Township acting by and through its Town Board of Supervisors, hereinafter referred to as the “Township”.

WITNESSETH:

WHEREAS; The County agrees to provide engineering services in connection with aggregate surfacing and Calcium Chloride placement of Peavy Road and Peavy Lake Drive, and

WHEREAS; the Township agrees that the County should prepare plans, specifications and estimates for the above described work on Peavy Road and Peavy Lake Drive, and

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

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1: ASSIGNMENT OF DUTIES

SECTION A. PRELIMINARY ENGINEERING

The County shall develop plans, write specifications and conduct all preliminary engineering items necessary to let a construction contract for the above described work.

SECTION B: CONTRACT AWARD AND CONSTRUCTION

Upon MnDOT’s approval of the final plan and authorizing funding, the County shall receive bids and award a contract to the lowest responsible bidder, subject to the Townships concurrence.

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 TOWNSHIP

SECTION A: CONSTRUCTION COST

State Park Road Funds will cover an amount not to exceed \$44,280 towards the cost of aggregate surfacing and calcium chloride placement. The Township will cover all cost in excess of the state amount.

SECTION B: ENGINEERING COSTS

Township will cover all costs for engineering services performed by the County.

ARTICLE III - PARTICIPATING OF ITEMS

SECTION A: ENGINEERING ITEMS SUBJECT TO ARTICLE II SECTION B

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

SECTION B: CONSTRUCTION ITEMS SUBJECT TO ARTICLE II SECTION A

1) Project Cost: State Park Road Account to contribute \$44,280 with Township covering the amount in excess of the state amount.

ARTICLE IV: GENERAL PROVISIONS

SECTION A: MAINTENANCE

Upon completion of the construction project, the Township agrees to therefore assume responsibility for the maintenance of the road without cost or expense to the County.

SECTION B: CLAIMS

ITEM 1: The Township 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 Township and that any and all claims that may arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employee while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the work or services to be rendered herein shall in no way be the obligation or responsibility of the Township.

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

TOWNSHIP OF RICHARDSON

Township Board Chair: *Mike Inly* Date: 3-13-17

Township Clerk: *Cheryl Lencobis* Date: 3/13/17

COUNTY OF MORRISON

County Board Chair: *Mark Wilson* Date: 3/21/17

County Administrator: *[Signature]* Date: 3/21/17

RESOLUTION

Authorizing Engineering Services Agreement for Aggregate Surfacing and Calcium Chloride placement using State Park Account Funds

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

WHEREAS, Richardson Township works to implement Transportation Improvements; and

WHEREAS, It appears that it is in the best interest of Richardson Township to work with Morrison County in meeting the requirements for utilizing State Park Account funds for an Aggregate Surfacing and Calcium Chloride project on Peavy Road and Peavy Lake Drive.

NOW THEREFORE BE IT RESOLVED, that the Richardson Township Board of Supervisors authorize entering into the agreement with Morrison County to provide engineering services required to construct a project consisting of Aggregate Surfacing and Calcium Chloride placement using State Park Account funds on Peavy Road and Peavy Lake Drive and authorize the Chairman and Clerk to sign said agreement.


Richardson Township Board Chairman

3-13-17
Date


Richardson Township Board Clerk

3-13-17
Date

RESOLUTION #2017- 21
CONCUR AWARD OF CONTRACT

WHEREAS, Todd County received sealed bids on Wednesday, March 7, 2017, at 10:00 A.M. from the following contractors: Anderson Brothers Construction; Central Specialties, Inc.; Hardrives, Inc.; Knife River Corp.; Mark Sand & Gravel; and Tri-City Paving for the furnishing of all labor, tools, materials and equipment necessary for the construction of the work provided for under plans and specifications for that improvement on the following projects involving Morrison County: SAP 049-631-004 and CP 049-219-013, and

WHEREAS, the bid of Tri-City Paving in the amount of \$ 4,406,397.64 appeared to be the lowest responsible bid received.

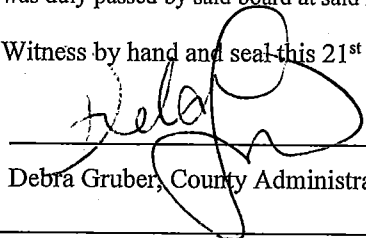
NOW THEREFORE, BE IT RESOLVED, That we, the Board of Commissioners of Morrison County have reviewed said bids and hereby concur with Todd County to award the contract work to the lowest responsible bidder of Tri-City Paving.

Adopted this 21st day of March, 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 21st day of March, 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 21st day of March, 2017



Debra Gruber, County Administrator

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

MORRISON COUNTY
RESOLUTION # 2017 - 22
AWARD OF CONTRACT

WHEREAS: On Thursday, March 9, 2017, at 10:00 A.M., the following contractors:

A & H CONTRACTING,	IRONTON, MN
CENTRAL MN SEEDING	FORT RIPLEY, MN
H & R CONSTRUCTION	DALTON, MN
ID SIGN SOLUTIONS LLC	GLENCOE, MN
JAAK LLC	LESUEUR, MN
PRECISION ROADWAY SERVICES LLC	OSAKIS, MN
SAFETY SIGNS	LAKEVILLE, MN

Submitted sealed bids for the furnishing of all labor, tools, materials and equipment necessary for the construction of the work provided for under plans and specifications for that improvement on the following project:

PROJECT NO. 049-070-015 CHEVRON SIGNS

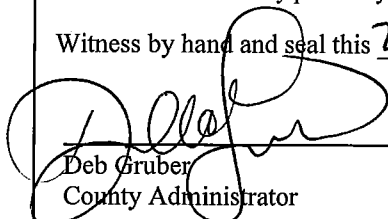
WHEREAS: The bid of ID SIGN SOLUTIONS LLC in the amount of \$ 21,450.66 appeared to be the lowest responsible bid received.

NOW THEN BE IT RESOLVED: That we, the Board of Commissioners of Morrison County have reviewed said bids and hereby award the contract work to the lowest responsible bidder ID SIGN SOLUTIONS LLC

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 21 day of March, 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 21 day of March, 2017.


 Deb Gruber
 County Administrator

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

MORRISON COUNTY
RESOLUTION # 2017-23
AWARD OF CONTRACT

WHEREAS: On Thursday, March 9, 2017, at 10:00 A.M., the following contractors:

AAA Striping Service Co.	St. Michael, MN
Century Fence Company	Forest Lake, MN
Traffic Marking Service, Inc.	Maple Lake, MN

Submitted sealed bids for the furnishing of all labor, tools, materials and equipment necessary for the construction of the work provided for under plans and specifications for that improvement on the following project:

PROJECT NO. 049-070-016 Ground on edge lines

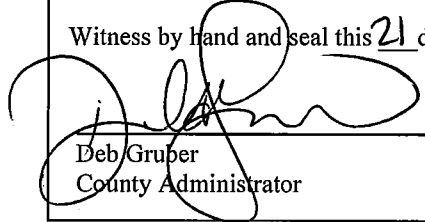
WHEREAS: The bid of Traffic Marking Service, Inc. in the amount of \$ 261,567.88 appeared to be the lowest responsible bid received.

NOW THEN BE IT RESOLVED: That we, the Board of Commissioners of Morrison County have reviewed said bids and hereby award the contract work to the lowest responsible bidder Traffic Marking Service, Inc.

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 21 day of March, 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 21 day of March, 2017.



Deb Gruber
 County Administrator

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

MORRISON COUNTY
RESOLUTION # 2017-24
AWARD OF CONTRACT

WHEREAS: On Thursday, March 9, 2017, at 10:00 A.M., the following contractors:

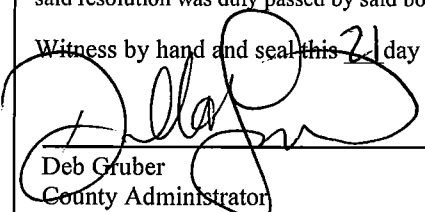
AAA Striping Service Co.	St. Michael, MN
Century Fence Company	Forest Lake, MN
Traffic Marking Service, Inc.	Maple Lake, MN

Submitted sealed bids for the furnishing of all labor, tools, materials and equipment necessary for the construction of the work provided for under plans and specifications for that improvement on the following project:

PROJECT NO. 049-070-017 Pavement Markings

WHEREAS: The bid of Traffic Marking Service, Inc. in the amount of \$ 262,144.79 appeared to be the lowest responsible bid received.

NOW THEN BE IT RESOLVED: That we, the Board of Commissioners of Morrison County have reviewed said bids and hereby award the contract work to the lowest responsible bidder Traffic Marking Service, Inc.

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 <u>21</u> day of <u>March</u> , 20 <u>17</u> , 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 <u>21</u> day of <u>March</u> , 20 <u>17</u> .					
 _____ Deb Gruber County Administrator					
Commissioner	Yes	No	Abs	Mot	2nd
Jelinski	Y			X	
Johnson	X				
Winscher	Y				X
Wilson	Y				
LeMieur	X				

RESOLUTION 2017-210

CLOSED EXECUTIVE SESSION
UNION LABOR NEGOTIATIONS

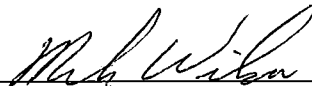
WHEREAS, Morrison County is currently developing strategies for upcoming negotiations with a possible Labor Union representing Morrison County employees; and

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

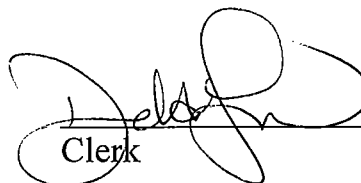
NOW THEREFORE, be it resolved:

The Morrison County Board of Commissioners hereby closes the County Board meeting on March 21, 2017 in order to discuss upcoming Labor Negotiations strategies.

Date: March 21, 2017



Chair, Morrison County
Board of Commissioners



Clerk

March 15, 2017

VIA EMAIL: debgr@co.morrison.mn.us

Deb Gruber
Morrison County Administrator
213 S.E. First Avenue
Little Falls, MN 56345

Re: Appeal of Decision on Behalf of Morrison County

Dear Ms. Gruber:

Thank you for asking von Briesen & Roper, s.c. ("Firm") to represent Morrison County ("Client"). We look forward to working with you. We thought it best to set out in writing the terms and conditions upon which we will provide legal services. The purpose of this letter is to articulate and confirm these terms and conditions.

Please carefully review the General Provisions and this letter. Your signature is an affirmation you have read, understand and agree to the contents of this letter and the enclosed General Provisions. As such, if anything in this letter or in the General Provisions is unclear or is unacceptable to you, please contact me as soon as possible.

SCOPE OF ENGAGEMENT

The scope of our engagement is to represent the Client relative to appealing the Notice of Decision dated March 2, 2017 regarding the Willmus Hunting Land Parcel on behalf of the Mille Lacs Band of Chippewa Indians. Our engagement is limited to the representation of the Client. We do not represent any other entity or person in connection with this matter.

RESPONSIBILITIES

In reliance upon information and guidance provided by you, we will provide legal counsel and assistance in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your inquiries.

FEES FOR LEGAL SERVICES

Our fees for legal services rendered to the Client will be primarily based on the amount of time required and the hourly rates of the attorneys and paralegals who render the services. These rates are periodically adjusted to reflect increased efficiency, skills and cost increases. The adjusted rates will apply to all services performed thereafter. You are also responsible for paying all costs, disbursements, and other expenses incurred by us.

Each month we will furnish you with a statement describing our services rendered and separately showing disbursements and other charges in a format and with such detail as you and we may agree. There often is an unavoidable delay in reporting disbursements and other charges, and therefore not all disbursement and charges may be billed at the same time as the related legal services.

For professional services, you agree that you will pay von Briesen & Roper, s.c., as compensation, the fees set forth below:

Frank W. Kowalkowski	\$345/hour
Derek Waterstreet	\$190/hour

It is anticipated that I will be primarily responsible for the representation in regard to the above scope of engagement. We reserve the right to change such responsibilities, and it is likely we will assign different or additional attorneys, paralegals or law clerks to perform or assist in various aspects of the work, including trials and/or appeals, when in our judgment it appears necessary or desirable because of calendaring conflicts, experience, or when it may be more cost effective to do so. Other attorneys, paralegals, and legal assistants will be billed at their current hourly rate, which in most cases will be less than my hourly rate of \$345.

From time to time, internal conferences will take place among our personnel and two or more may attend meetings or proceedings on your behalf. Although this approach might seem to result in duplication of effort, it is our belief that this practice facilitates communication, improves the quality of the work and ultimately is more economical. Experts, consultants, or other third parties may be hired from time to time to provide background information or engage in research, if it is believed that such services are necessary. No third party will be retained for such services, however, without prior written consent of the Client, should the cost of such services exceed \$1,000.

It is our mutual understanding that you will make an immediate payment of an advance for fees and costs in the amount of \$5,000. The amount of the advance will be held in an IOLTA account with trust money from other clients and any interest earned on the amount of the advance will be paid to the Wisconsin Trust Account Foundation or other entity as directed by the Wisconsin Supreme Court.

Our Firm will hold the amount of the advance in trust. Fees for professional services and costs and disbursements shall be paid by deducting the amount of the monthly statements from such advance which is being held in trust. Given the amount of activity required immediately, it is likely the retainer will be expended in a short amount of time. Each month we will submit an invoice to you for professional services and costs and disbursements. We also shall send you

a letter notifying you that upon a date specified in the letter that we will deduct the amount of the invoice from any funds held in trust unless you advise us that you have a question or objection to any designated item(s) in which case we will not deduct the amount of the item questioned or objected to until such matter is resolved. We also will advise you of the amount remaining in trust after the deduction of the amount of the invoice. After the initial deposit of \$5,000, we have the right to request additional deposits of \$2,500, at any time the deposited amount drops below \$2,500. If the amount requested is not promptly paid, we will have the right to cease performing work and to withdraw from the representation. Upon completion of the scope of this engagement and any modification of it, any balance of advanced funds remaining in the trust account after deduction of our fees and costs will be returned to you.

While there will be some months during which little activity occurs, given the apparent magnitude of the scope of engagement, it is likely in some months you will receive substantial bills. You should seriously consider making deposits into our trust account during periods of little activity.

LIMITED LIABILITY

von Briesen & Roper, s.c., is a limited liability entity under Wisconsin law. This means that if we fail to perform our duties in our representation of the Client, and that failure causes the Client damages, our Firm and the shareholder(s) directly involved in the representation may be responsible to the Client for those damages, but the Firm's other shareholders will not be personally responsible. Our professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of our size.

COMMUNICATION BY E-MAIL

Our Firm primarily communicates with its clients via unencrypted internet e-mail, and this will be the way in which we communicate with you. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within our internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

FILE RETENTION AND DESTRUCTION

In accordance with our records retention policy, most paper and electronic records that we maintain are subject to a ten-year retention period from the last matter activity date or whatever date we deem appropriate. Extended retention periods may apply to certain types of matters or pursuant to your specific directives.

After the expiration of the applicable retention period, we will destroy your records without further notice to you, unless you notify us otherwise. At the conclusion of your matter, you may opt to retrieve your records from our Firm. We are happy to accommodate you in this regard.

GENERAL PROVISIONS

Enclosed is a statement entitled "General Provisions" setting forth additional terms and conditions which are incorporated into this letter and apply to our representation to the extent they are not inconsistent with the terms of this letter.

Morrison County, Minnesota
March 15, 2017
Page 4

We are pleased to have this opportunity to be of service to the Client. If at any time during the course of our representation you have any questions or comments about our costs, services, or any aspect of how we provide services, please don't hesitate to call me.

Very truly yours,

von BRIESEN & ROPER, s.c.



Frank W. Kowalkowski

Enclosure

FWK:jlb

Morrison County, Minnesota agrees to retain the services of von Briesen & Roper, s.c. under the terms and conditions specified above.

Date: 3/21/17

By: [Signature]

Its: County Administrator

von Briesen & Roper, s.c.

GENERAL PROVISIONS

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between von Briesen & Roper, s.c., and our clients:

- (1) The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, and other documents; travel time; waiting time in court or elsewhere; and time in depositions and other discovery proceedings.
- (2) Clients are responsible for payment to reimburse us for costs incurred in performing services such as large volume photocopying, messenger and delivery, air freight, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), court costs, and filing fees. To the extent we directly provide any of these services, we will charge for our direct costs and overhead allocable to the services. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements will not be paid by our Firm and will be the responsibility of, and billed directly to, the client.
- (3) We may, on occasion, furnish estimates of fees or charges we anticipate will be incurred on a client's behalf. These estimates are by their nature inexact. We are not bound by any estimates except as expressly set forth in the engagement letter or otherwise agreed to by us in writing.
- (4) From time to time, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney in our Firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result.
- (5) Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. We expect prompt payment.
- (6) A client shall have the right at any time to terminate our services and representation upon written notice to the Firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of termination.

- (7) We reserve the right to withdraw from our representation with the client's consent or for good cause. Good cause may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of withdrawal.

RESOLUTION 2017 - 25

CLOSED EXECUTIVE SESSION
LEGAL STRATEGY

WHEREAS, Morrison County is currently appealing the Notice of Decision from the Bureau of Indian Affairs we received on March 2, 2017; and

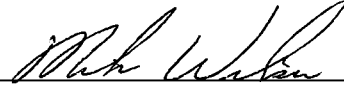
WHEREAS, the Morrison County Board of Commissioners has retained the firm of von Briesen & Roper, s.c. to represent Morrison County in the appeal; and

WHEREAS, pursuant to Minnesota Statute Section 13D.05, Subd. 3(b), the County Board by resolution may close a meeting to discuss legal strategy;

NOW THEREFORE, be it resolved:

The Morrison County Board of Commissioners hereby closes the County Board meeting on March 21, 2017 in order to discuss the ongoing appeal process for the Notice of Decision from the Bureau of Indian Affairs.

Date: March 21, 2017



Chair, Morrison County
Board of Commissioners



Clerk

MORRISON COUNTY
RESOLUTION # 2017-028

RESOLUTION BY MORRISON COUNTY REGARDING THE APPEAL OF THE NOTICE OF DECISION FOR THE MILLE LACS BAND
FEE-TO-TRUST APPLICATION FOR THE 3,238.81 ACRE WILLMUS HUNTING LAND

WHEREAS, Morrison County received Notice of Decision from the Regional Director of the Bureau of Indian Affairs; and

WHEREAS, the Notice of Decision was in response to the Mille Lacs Band of Chippewa Indians submitting an application on December 15, 2015 to have real property accepted in trust by the United States of America for the Mille Lacs Band of Chippewa Indians (MLB); and

WHEREAS, the MLB has no trust land or reservation land in Morrison County and placing the 3,238.81 acre Willmus Hunting Land into trust will remove it from tax rolls for the County, Townships, and School District; and

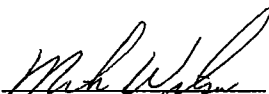
WHEREAS, placing the Willmus Hunting Land into trust will result in a disruptive loss of jurisdictional control for all levels of local government including Leigh Township, Richardson Township and Morrison County; and

WHEREAS, The Morrison County Board of Commissioners will appeal to the Interior Board of Indian Appeals the Fee-to-trust Application by the MLB for the 3,238.81 acre Willmus Hunting Land parcel; and

NOW THEREFORE, BE IT RESOLVED, based on the information above, Morrison County is opposed to any properties in Morrison County being removed from the tax roll as all residents of the County share in the tax burden that it takes to maintain the roads, bridges, and fire service in the community and shifting this burden to remaining taxpayers is not acceptable;

FINALLY, BE IT RESOLVED Morrison County votes to appeal the Notice of Decision received on March 2, 2017 from the Regional Director of the Bureau of Indian Affairs.

Adopted this 21 day of March, 2017.

Adopted: 

RESOLUTION #2017- 027

CLOSED EXECUTIVE SESSION
COUNTY ADMINISTRATOR PERFORMANCE EVALUATION

WHEREAS, Deb Gruber is the County Administrator for Morrison County and is subject to the authority of the Morrison County Board of Commissioners; and

WHEREAS, Morrison County is actively involved in an annual Performance Review System for employees; and

WHEREAS, the Morrison County Board of Commissioners, as appointing Supervisor, wishes to evaluate the performance of the County Administrator on an annual basis; and

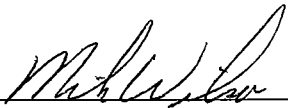
WHEREAS, Deb Gruber requests that the meeting be closed; and

WHEREAS, pursuant to Minnesota Statute Section 13D.05, Subd. 3 (a), the County Board by Resolution may close a meeting to evaluate the performance of an individual who is subject to its authority.


NOW THEREFORE, be it resolved:

The Morrison County Board of Commissioners hereby closes the County Board meeting on March 21, 2017 to complete the annual performance evaluation of the County Administrator.

Date: March 21, 2017



Chair, Morrison County
Board of Commissioners



Clerk