



# MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

MARCH 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, Deb Lowe, Katy Kirchner, Brad Vold, Theresa Stout, Melanie Erickson, Amy Kowalzyk, Jean Popp, Steve Backowski, and Steve Messerschmidt.

**Others present:** Tyler Jensen, Mark Slupe, Carol Anderson, Eric Demerly, Dave Drown, Richard Jopp, Shirley Jopp, Curt Plante, and Brian Plante.

### 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 February 21, 2017.

### AGENDA CHANGES

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

### COMMUNITY DEVELOPMENT

Carol Anderson, Community Development Coordinator, and Eric Demerly, Director of Corporate Tax for Wabash National Corporation discussed company information and statistics with the Board. A motion was made by Commissioner Winscher, seconded by Commissioner Johnson and carried unanimously to approve Resolution #2017-015 Regarding the support of a Job Creation Fund Application in connection with Wabash International Corporation.

### SOCIAL SERVICES

A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and carried unanimously to approve use of the temporary pool for moving paper files to the electronic document management system as they need to remove their archived files from their current storage in preparation for the Government Center Remodel.

Brad Vold, Social Services Director, and Melanie Erickson, Supervisor, presented a report on out of home placements in Morrison County to the Board.

### PUBLIC HEALTH

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur and carried unanimously to approve the agreement between Morrison Todd Wadena Community Health Board and Cass County Community Health Board to participate in the Nurse Family Partnership (NFP) program together to provide family home visiting services to county residents. This agreement is for the time period of 11-1-2016 to 10-31-2019.

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

Dist. 1	Silo Ice Cream	Motley \$271.00
Dist. 5	Pierz Municipal	Pierz \$547.00
	Campground & Clubhouse	



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A motion was made by Commissioner Jelinski, seconded by Commissioner Johnson and carried unanimously to approve 2017 New Owner Tobacco License in Morrison County as follows:

SuperAmerica 5021

Roger Burton

14298 Hwy 25, Pierz

Northern Tier Retail, LLC

## LAND SERVICES

The County Board considered the Rezone request for DTS Land/Dave Saehr to rezone portions of two parcels from agriculture to commercial for the purpose of constructing two billboards; located pt of N ½ of NW ¼ and N ½ of NE ¼, Section 18, Township 40, Range 30, Pierz Township; per recommendation from the Morrison County Planning Commission on February 27, 2017. A motion was made by Commissioner LeMieur, seconded by Commissioner Winscher and carried unanimously to adopt the conditions, proposed findings of fact and to approve the Conditional Use Permit. A copy of the Findings of Fact and Decision are attached to these minutes.

The County Board considered the Conditional Use Permit request for Curtis Plante to establish a Tier III swine feedlot with the construction of a swine barn; including attached conditions; located in NW ¼, Section 6, Township 42, Range 31, Ripley Township; per recommendation from the Morrison County Planning Commission on February 27, 2017. A motion was made by Commissioner Jelinski, seconded by Commissioner Johnson and carried unanimously to adopt the conditions, proposed findings of fact and to approve the Conditional Use Permit. A copy of the Findings of Fact and Decision are attached to these minutes.

The County Board considered the Conditional Use Permit request for Gerald Theis & Brian Boser to expand the existing Tier I beef feedlot to a Tier III beef & swine feedlot with the construction of a swine barn; including attached conditions; located in N ½ of NE ¼, Section 12, Township 39, Range 30, Buckman Township; per recommendation from the Morrison County Planning Commission on February 27, 2017. A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur and carried unanimously to adopt the conditions, proposed findings of fact and to approve the Conditional Use Permit. A copy of the Findings of Fact and Decision are attached to these minutes.

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

A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and carried unanimously to approve the recommendation of the AIS Grant Review Committee to provide AIS grants to: Lake Sullivan Association and Lake Improvement District for \$14,000 and Lincoln Lakes LIDs for \$5,450.

A motion was made by Commissioner Johnson, seconded by Commissioner Winscher and carried unanimously to approve the 2016 Annual County Feedlot Officer Report and Performance Credit Report for submittal to the MPCA as required by the feedlot delegation agreement.

## AUDITOR

A motion was made by Commissioner Winscher, seconded by Commissioner Johnson, and carried unanimously to approve an exempt permit to the MN Deer Hunters Assn to hold a raffle on April 26, 2017 at the Falls Ballroom.

## COUNTY BOARD WARRANTS

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

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



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OFFICIAL MINUTES**

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

REVENUE	\$	62,416.86
PUBLIC WORKS	\$	145,730.63
SOCIAL SERVICE	\$	118,015.27
SOLID WASTE	\$	13,928.06
PARKS FUND	\$	5,091.30
TOTAL	\$	345,182.12
MEALS	\$	178.26

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

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

A motion was made by Commissioner LeMieur, seconded by Commissioner Johnson, and carried unanimously to approve the Morrison County Debt Policy.

**PUBLIC WORKS REPORT**

A motion was made by Commissioner Johnson, seconded by Commissioner Jelinski, and carried unanimously to approve Resolution #2017-016 MnDOT Detour Agreement Trunk Highway No.238 Detour.

A motion was made by Commissioner Winscher, seconded by Commissioner Jelinski, and carried unanimously to approve Resolution #2017-017 MnDOT Detour Agreement Trunk Highway No.25 Detour.

A motion was made by Commissioner LeMieur, seconded by Commissioner Jelinski, and carried unanimously to approve a motion to provide authorization to set a Public Hearing to amend the 2017 Morrison County (MC) Fee Schedule and associated MC Solid Waste Management Facility (SWMF) 2017 Price List to establish a new rate related to certain defined soils acceptance at the SWMF.

**COUNTY BOARD REPORTS AND SCHEDULE**

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

The County Board recessed at 10:31am and reconvened at 10:39am.

**ADMINISTRATOR'S REPORT**

A motion was made by Commissioner Jelinski, seconded by Commissioner Johnson to review and approve correcting the typo error in Revenue Fund for 2017 levy that was approved on 12-20-16. Motion carried on a roll call vote with all Commissioners voting "aye".

A motion was made by Commissioner Jelinski, seconded by Commissioner Wilson, and carried unanimously to approve Resolution #2017-018 Accepting Proposal on the Competitive Negotiated Sale Of \$12,865,000 General Obligation Capital Improvement Plan Bonds, Series 2017a and levying a tax for the payment thereof.



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**ADJOURNMENT**

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur and carried unanimously to adjourn the meeting at 10:54 a.m.

Handwritten signature of Mike Wilson in black ink.

\_\_\_\_\_  
Mike Wilson, Chairman

Handwritten signature of Deb Gruber in black ink.

\_\_\_\_\_  
Deb Gruber, Clerk to the County Board

DATE: 3/7/16

**MORRISON COUNTY BOARD OF COMMISSIONERS  
COUNTY BOARD MEETING**

**PLEASE SIGN IN**

NAME

ADDRESS/REPRESENTING

Mark Slupe

GRTV Channel 180

Richard / Shirleyapp

Curt Plante

Brian Plante

Eric Damerly

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**Local Government Resolution in support of a business applying to the  
Job Creation Fund Program**

Morrison County, MINNESOTA  
RESOLUTION NO. 2017-015

**RESOLUTION REGARDING THE SUPPORT OF A JOB CREATION FUND APPLICATION IN  
CONNECTION WITH WABASH NATIONAL CORPORATION**

WHEREAS, Morrison County, Minnesota, desires to assist Wabash National Corporation, an Industrial manufacturer, which is proposing to construct a facility in the County; and,

WHEREAS, Morrison County understands that Wabash National Corporation, through and with the support of the County, intends to submit to the Minnesota Department of Employment and Economic Development an application for an award and/or rebate from the Job Creation Fund Program; and,

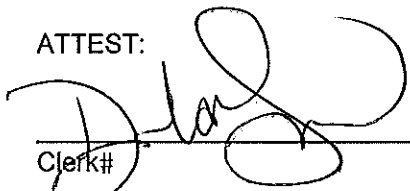
WHEREAS, the County held a Board meeting on 3/7/17, to consider this matter.

NOW, THEREFORE, BE IT RESOLVED that, after due consideration, the Chairman of Morrison County, Minnesota, hereby express their approval of the project proposed by Wabash National Corporation and its application for an award and/or rebate from the Job Creation Fund Program.

Sworn and Executed Under My Hand this 7 day of March, 2017.

  
\_\_\_\_\_  
Chairman

ATTEST:

  
\_\_\_\_\_  
Clerk#

AGREEMENT BETWEEN  
MORRISON TODD WADENA COMMUNITY HEALTH BOARD  
DELEGATION COUNTIES AND  
CASS COUNTY COMMUNITY HEALTH BOARD  
FOR NURSE FAMILY PARTNERSHIP PROGRAM

WHEREAS, both Morrison Todd Wadena Community Health Board (MTWCHB) through delegation agreements to Morrison County Public Health, Todd County Health and Human Services and Wadena County Public Health; and Cass County Community Health Board (CCCHB) wish to participate in the Nurse Family Partnership Program (NFP) program together to provide family home visiting services to county residents, and

WHEREAS, the MTWCHB and CCCHB need to partner in order to provide services and to be accepted into the NFP program.

THEREFORE, MTWCHB and CCCHB agree to: Designate a lead county for general management of the NFP program.

1. NFP program reports will be provided at the Administrator's Task Force meetings which are held four times a year, and additionally as needed. Cass County will be informed of these meetings and will be invited to join in person or by telephone.
2. Add additional counties in the future when appropriate and approved by the NFP national program as an expansion of the current approved program.
3. The NFP Nurse Supervisor Role is the title given by the NFP national program. This role is for program coordination, case consultation and direction to the NFP staff. The NFP Supervisor will not have duties related to hiring, discipline, termination and general employee annual performance evaluation, benefits or work hours. The NFP Supervisor may be asked to participate or give input to NFP's PHN Home Visitor or Data Entry Staff when asked by the employing county's administration.
  - See Attachment A for NFP Nurse Supervisor and NFP Nurse Home Visitor Job Descriptions
4. Staff supervision remains with the county who employs each person working in the NFP project. Complaints about NFP staff will be directed to the Director of the employing agency.

**Cost and Delivery of Services**

1. Each County will have an NFP budget which includes the NFP expenses and revenues per that county's normal fiscal processes.
2. A NFP budget will be developed annually which includes the combined financial information from the participating counties. The NFP Supervisor will work with each county to assure costs are realized.

3. Each County will be responsible for billing for services to the third party payers for the work of their NFP staff. Those monies will be kept by the billing county.
4. Morrison and Todd Counties agree to keep accounting records of the work of the NFP Supervisor and the NFP Data Entry person.
  - A. Morrison County will bill each county for up to 0.125 FTE or 25% of the NFP Supervisor FTE spent on the NFP program, whichever is lower. Mileage will be split by 25% per county for group activities such as reflective supervision meetings; and will be charged to individual counties for county specific activities such as supervision or approved outreach activities. Mileage will be billed at the prevailing federal IRS rate.
  - B. NFP Supervisor at required MIECHV grant training meetings expenses including travel, lodging and registration at 25% per county.
  - C. NFP Supervisor travel expense for annual national training and travel (One week in Colorado) if required at 25% per county.
  - D. Morrison County will bill each county for actual time spent in the NFP program of the NFP data entry person, if applicable. The data entry person will do data entry of referrals and documentation required by the National Service Office of NFP. The data entry person will also do other office duties as assigned by the NFP Supervisor and agreed upon by the other counties.
  - E. Each bill will include the total hours of service provided and actual cost to be paid and the type of service.
  - D. Morrison County will bill by the 15<sup>th</sup> of each month for the previous months services. The corresponding county agrees to reimburse for the billed services on a quarterly basis. Wadena County payments will be made through the MTW CHB fiscal host, Morrison County, on a quarterly basis following receipt of grant payments from MDH. Wadena County will be responsible to inform Morrison County of the payment amounts to disburse.
  - E. During the MIECHV grant period through September 30, 2019, Morrison and Todd Counties will provide to Cass and Wadena Counties additional expenditure information as requested by MDH.
6. Tracking of time will be done by each county. This will be reviewed quarterly at the Admin Task Force of the MTWCHB, including the Cass County Public Health Director for this agenda item.
7. Mileage for PHN home visiting staff will be the responsibility of the employing county.
8. If supplies are needed for the program, and it is easier for one county to purchase all of the supplies, the assigned county will purchase all supplies and bill the other county for the supplies. The supplies will be authorized by the Directors before purchased. The billing for supplies will be at the end of the month purchased. The County being billed will have 60 days to pay.



## **Maternal Infant Early Childhood Home Visiting (MIECHV) Grant**

MIECHV Grants for Wadena and Cass Counties' NFP Expansion Grants have been awarded for Wadena and Cass County to join the Morrison Todd NFP program grant, effective dates of December 2012 – March 31, 2015; with an extension from April 1, 2015 to January 31, 2016, an extension from February 1, 2016 to February 28, 2017, and an extension from March 1, 2017 to September 30, 2019. The following expenses will be fully reimbursed by the grants as follows:

- NFP Annual National Consultation fee – CCHVS – 25%, Wadena County Public Health – 75%
- NFP Annual National Technical ETO fee - CCHVS – 25%, Wadena County Public Health – 75%
- MIECHV grant infant mental health consultant; for approved individual client consultation and general education consultation sessions which all NFP home visiting staff may attend. There are separate contracts with the provider for this service. CCHVS- 50%, Wadena County Public Health – 50%

In the event that MIECHV grant is terminated, the National Service Office fees for consultation and ETO fees will revert to 25% per county. The infant mental health consultant contracts with CCHVS and Wadena County Public Health will be terminated.

### **Terms of Agreement:**

- a. This agreement provides the framework for the ongoing NFP program; continuation is not determined solely on grant funding
- b. Any alterations or modifications of the provisions of this agreement shall be valid only when they have been reduced to writing, duly signed and attached to the original of this agreement.
- c. Cancellation of this agreement may be done by either party with a 90 day notice in writing delivered by mail or in person.
- d. The agreement will be reviewed every six months by the counties to review the costs and county roles. The counties will determine if any agreement modifications are needed.
- e. Effective date for this Agreement is March 1, 2017 September 30, 2019 even though signatures may follow after March 1, 2017.

**Liability:** Each party to this agreement shall be liable 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 parties, its officers, employees, or agents. Liability of the Counties or other Minnesota political subdivisions shall be governed by provisions of the Municipal Tort Claims Act, Minn. Stat. 466, and other applicable laws.

**Other Obligations:** It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties related to the subject matter hereof.

IN WITNESS THEREOF, the MTWCHB delegation counties and the CCCHB have executed this agreement and, approved as to form and execution.

Page 5 – Cass County

Page 6- Morrison County

Page 7 – Todd County

Page 8 – Wadena County

Signature page for MTW CHB delegation counties and Cass County CHB MOU for NFP:

<b>Position</b>	<b>Signature</b>	<b>Date</b>
<b>Cass County</b>		
Attorney		
Board Chairperson		
HHVS Director		

Signature page for MTW CHB delegation counties and Cass County CHB MOU for NFP:

Morrison County		
Attorney		
Board Chairperson	<i>M.H. Watson</i>	3/7/17
Public Health Director		

Signature page for MTW CHB delegation counties and Cass County CHB MOU for NFP:

<b>Todd County</b>		
Attorney		
Board Chairperson		
HHS Director		

Signature page for MTW CHB delegation counties and Cass County CHB MOU for NFP:

<b>Wadena County</b>		
Attorney		
Board Chairperson		
Public Health Director		

RESOLUTION 2017-019

WHEREAS, the Morrison County Planning Commission and the Morrison County Board of Commissioners held a public hearing on February 27, 2017 to consider rezoning portions of two parcels of land from Agriculture to Commercial, located in Section 18, Township 40, Range 30, Pierz Township, also known as parcel numbers: 21.0136.000 and 21.0138.001.

WHEREAS, the applicant owns two parcels totaling 70.63 acres parcel in Pierz Township, and

WHEREAS, the parcels are located approximately one quarter mile west of the City of Genola and Pierz on State Highway 27 and one half mile west of the Highway 27/Highway 25 intersection. Access to the property is off Highway 27, which is a state road, and

WHEREAS, the property is currently zoned Agriculture, and

WHEREAS, a permitted Gravel Pit exists on the parcels. Gravel Pits are a permitted use in the Agriculture Zoning District, and

WHEREAS, adjacent parcels on the north side of US Highway 27, outside city limits, are zoned Agriculture and Commercial. The parcels on the south side of US Highway 27, outside city limits are zoned Agriculture and Shoreland Residential within the section line. The nearest Commercial zoned parcel is approximately one quarter mile east of this property, and

WHEREAS, the applicant is proposing to rezone the northern 200 feet wide by approximately 1320' long between the parcels along Highway 27, and

WHEREAS, the applicant has proposed the installation of two billboards on the property along State Highway 27. Billboards are not allowed within the Agriculture zoning district, and

WHEREAS, the Commercial zoning district allows billboards as a permitted use, and

WHEREAS, the purpose of the Agriculture Zoning District is: *to promote and protect areas which have high quality agricultural lands and are essentially rural in nature. Within this district agricultural activities shall be given precedence over other land uses,* and

WHEREAS, the purpose of the Commercial Zoning District is: *to promote and protect areas which currently are active commercial areas or meet the comprehensive plan guidelines for future or desired commercial development,* and

WHEREAS, Applicable Comprehensive Land Use Plan Goals and Objectives are:

Agriculture

**Objective 6:** Identify areas of the county that are the most suitable for long-term agricultural uses and adopt policies and zoning amendments that will best work to protect these areas from encroachment by conflicting uses.

**Goal A2:** Achieve an appropriate balance between the continued and growing desire of people and certain businesses to locate in rural settings and the need to accommodate agricultural and other rural land uses in these same areas.

**Objective 1:** Identify areas of the county that would be appropriate for use by both agriculture and limited residential and commercial uses and adopt policies and zoning amendments that allow for them to locate in those areas. Such areas shall also, whenever possible, serve as a buffer between agricultural, mining and forestry uses and areas deemed incompatible with such uses.

### **Local Economic Development**

**Goal C1:** Support efforts to build a strong and varied local economy that provides adequate employment opportunities and access to the goods and services needed by County residents.

**Objective 1:** Call attention to Morrison County's physical and human resources as a business attraction tool to promote Morrison County and its communities as a desirable County for business start-up and relocation.

**Objective 8:** Seek opportunities to encourage and support local entrepreneurs in their efforts to create and expand their businesses, where appropriate, in order to create a more stable and vibrant local economy.

**Objective 1:** Limit commercial and industrial development only to areas capable of handling such development with adequate infrastructure and services.

**Objective 2:** Mitigate impacts of new commercial and industrial development on existing adjacent land use and the impacts of existing adjacent land on new commercial and industrial development.

**Objective 6:** Only rezone properties for commercial or industrial uses when such actions would be consistent with the Comprehensive Plan and when they would not constitute "spot zoning" for the convenience of a particular landowner.

WHEREAS, the Planning Commission discussed the following in regards to the request:

- The area that is considered to be rezoned
- Whether or not this is considered spot zoning
- What could be allowed if this is a Commercial zoning district
- The fact that there is a gravel pit to the south of the property and that there is not much area that is above the gravel pit
- Changing the amount of land to be rezoned from a 200 foot wide strip to two 200' x 200' spots, one on each parcel
- The property is not feasible for other commercial uses.
- Review of the Zoning Amendment Questions



WHEREAS, based upon the information and exhibits received at the public hearing on February 27, 2017 and the information provided by staff for the rezone request, a motion was made by Robert Otremba and seconded by Francis Brisk, that the Planning Commission recommend approval of this rezone request to rezone portions of two parcels of land to be 200 feet by 200 feet from Agriculture to Commercial. The vote was five (5) yes, zero (0) no.

NOW THEREFORE, based on the information, exhibits and testimony reviewed at the public hearing as well as information provided by staff, be it hereby resolved that the portions of parcels described above be granted the zoning of Commercial.

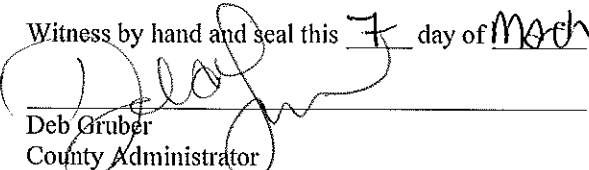
The above resolution was duly adopted by the Morrison County Board of Commissioners at its regular meeting on March 7, 2017.

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 7<sup>th</sup> day of March, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

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

Witness by hand and seal this 7 day of March.

  
 Deb Gruber  
 County Administrator

In the Matter of an Application  
by Curtis & Janice Plante for a Conditional Use Permit: 27.0047.000

The above application came on for consideration before the Morrison County Board of Commissioners on March 7, 2017. Based upon the application, information received at the public hearing held on February 27, 2017, the recommendations of staff and all files and records relating to the application, the Board makes the following:

FINDINGS OF FACT

1. Curtis & Janice Plante are the owners of the property. The land is located in Section 6, Township 42, Range 31. Mr. Plante has applied for a conditional use permit to establish a new tier III swine feedlot.
2. Sec. 604.6 of the Morrison County Land Use Control Ordinance requires a Conditional Use Permit for Tier III feedlots.
3. Four members of the County Board attended the public hearing on February 27, 2017.
4. Mr. Plante is proposing to construct a new 155' x 274' farrowing barn which will house 432 sows at any one time and a 122' x 496' gestation barn will house 2,000 sows. Approximately 2.5 cycles of gestation/farrowing is expected per year per sow.
5. The gestation facility will include a concrete liquid manure storage area under the barn and will measure 10' deep, the farrowing barn will have a shallower concrete manure storage tank beneath it and the manure will be emptied into the gestation barn tank approximately every three weeks. This will accommodate 12 months of liquid manure storage.
6. Currently the site is cropland and is located on 273<sup>rd</sup> St, which is a Township Road.
7. The piglets born onsite will be weaned at 20 days, averaging 12 to 14 pounds, and then will be shipped to a different location.
8. Composting was indicated as the primary method of dead animal disposal and rendering as a backup.
9. Mr. Plante employed a consultant to compile a Nutrient Management Plan to address the manure application. He currently operates 653 acres of cropland.
10. All County feedlot setbacks will be met and an OFFSET annoyance-free rating of 91% would be achieved to the nearest neighbor from the hog barns with the use of bio-filters. The nearest neighbor is 1,333 feet away and the nearest feedlot would be about 1.7 miles away on the southeast side of the property.
11. There is a Type 6 wetland about 260 feet east of the gestation barn. A similar wetland is located in the cropland 650 feet west of the farrowing barn. The Little Nokasippi River is within 4,470 feet, Sebie Lake is within 5,300 feet.
12. The applicant has submitted an animal mortality plan, Morrison County Good Neighbor Plan and a Morrison County Stormwater.

13. The applicant has been made aware that a water appropriation permit from the DNR may be required to operate a well for this site.
14. The land the barns will be on is zoned agriculture.
15. Agriculture zoning is the only district where feedlots are allowed. The Morrison County Land Use Ordinance states the purpose of the Agriculture zoning district is to promote and protect areas which have high quality agriculture lands and are essentially rural in nature. Within this district agriculture activities shall be given precedence over other uses.
16. Morrison County Comprehensive Plan Goal in Agriculture

A1: Ensure that the County provides and protects areas most suitable for a strong and stable agricultural industry, including, but not limited to crop production, animal husbandry, dairy and meat production, pasturelands or other similar uses.

Objective 1: Ensure that County policies and ordinances do not restrict farming practices except as necessary to ensure compliance with law or to protect public health and safety.

Objective 4: Encourage the use of odor reducing technology to minimize the impacts of feedlots on the natural and human environment

Objective 8: Recognize efforts by local and regional organizations to support a local agricultural economy that is sustainable into the future and take action to implement their recommendations when deemed appropriate and consistent with the County's Comprehensive Plan.

Goal A2: Achieve an appropriate balance between the continued and growing desire of people and certain businesses to locate in rural settings and the need to accommodate agricultural and other rural land uses in these same areas.

Goal A3: Understand the positive and negative impacts of emerging agricultural practices and uses for agricultural products or lands.

Goal A4: Recognize the importance of agricultural practices, including manure management, tiling, application of fertilizers and pesticides, and clearing of new lands for agricultural uses being done in a responsible manner that protects the County's ground and surface waters, nearby property owners and important wildlife habitats.

Objective 1: Work with local farmers and other landowners, SWCD, state agencies and other interested parties to protect and enhance water quality in an orderly, effective and consistent manner while respecting private property rights. Prioritize the installation or enhancement of vegetative buffers or other best management practices in areas particularly susceptible to erosion or surface water pollution.

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

## Applicable Morrison County Comprehensive Water Plan Goals and Objectives:

### Groundwater

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

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

### Surface Water

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

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

Objective C: Provide protection and enhancement to the county's high quality lakes, rivers, wetlands.

Objective E: To improve, maintain, and ensure clean and healthy rivers in Morrison

### Land Use and Development

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

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

Objective C: Reduce the loss of natural habitat.

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

An Environmental Review was conducted by the SWCD. This is included in your packet.

17. Planning and Zoning Staff Suggested the following conditions:
  1. Abide by local and state law.
  2. Notify road authority when hauling manure during road restrictions.
  3. Abide by the good neighbor plan.
  4. Plant and maintain a 50' wide grass buffer around the perimeter of the barns after construction for ongoing stormwater management
  5. At least 70% of the escaping air from the gestation barn must be treated with bio-filters. The bio-filters shall be installed and operational prior to stocking the barn. Ongoing maintenance to ensure effective function and odor control is required at all times.
18. An Environmental review was conducted by the SWCD
19. A plat map, aerial photos and zoning map were presented.
20. 17 notices were sent out regarding this item.
21. Exhibits 1, 2 and 3 were entered into record from Todd Marotz (Wakefield Pork) as photos of bio-filter examples.
22. Greg from Agram Township, telephoned to express concern with odor, manure management and that no one was going to live on this site.

23. Dave Bergin, neighbor, stated he is sure Curtis will do a good job. This proposal is restricting further development of my property. Who will run the barns? Who will own the barns?
24. Darvin Keehr, Ripley Township Supervisor, stated there is no issue with the request from the Township.
25. Kevin Kasella stated he also has a hog barn and Wakefield does a good job. Additive is utilized in the manure pit. The State inspector says the barns are good as well.
26. Steve Langhorst (Wakefield Pork) stated the Planters will be involved with the manure generated from the site. He stated their goals are to be the best neighbors they can be, if there are issues they would like to be contacted.

The Planning Commission found:

1. **The use will not put an excessive burden on roadways, utilities and public facilities such as parks and schools.** There are no public facilities around, the Township is ok with the request, the good neighbor plan has been submitted and there is a condition to contact the road authority when hauling manure during road restrictions.
2. **The request will not be detrimental to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.** The request meets all ordinance requirements.
3. **The use in the opinion of the Planning Commission is reasonably related to the existing land use and the environment. Groundwater, surface water and air quality in the surrounding area will not be adversely affected by the proposed use.** The existing land use is agriculture, air quality will meet the offset with the bio-filters, there is a stormwater plan and it is already in agriculture use.
4. **The use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.** This request is consistent with the surrounding area and it is already in agriculture use.
5. **The use is not in conflict with the Comprehensive Plan or Water Plan of the County.** A manure management plan, stormwater plan and an odor minimization plan have been submitted.

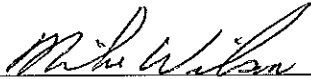
The following conditions were approved by the Planning Commission and were acceptable to the applicant:

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor plan.
4. At least 70% of the escaping air from the gestation barn must be treated with bio-filters. The bio-filters shall be installed and operational prior to stocking the barn. Ongoing maintenance to ensure effective function and odor control is required at all times.

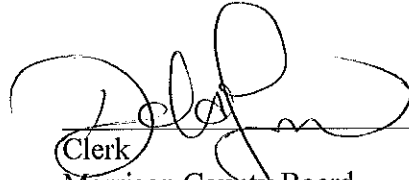
Motion was made by Russ Nygren and seconded by Robert Otremba to recommend approval of the application with above conditions. The vote was "5" in favor, "0" opposed.

### DECISION

WHEREFORE, the Morrison County Board of Commissioners hereby approves these findings of fact for a Conditional Use Permit to Curtis Plante to establish a Tier III swine feedlot located in Section 6, Township 42, Range 31, Ripley Township and hereby moves to grant the Conditional Use permit with four (4) conditions.



Chairman  
Morrison County Board



Clerk  
Morrison County Board

#### Conditions

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor plan.
4. At least 70% of the escaping air from the gestation barn must be treated with bio-filters. The bio-filters shall be installed and operational prior to stocking the barn. Ongoing maintenance to ensure effective function and odor control is required at all times.

In the Matter of an Application  
by Gerald Theis and Brian Boser for a Conditional Use Permit: 04.0150.000

The above application came on for consideration before the Morrison County Board of Commissioners on March 7, 2017. Based upon the application, information received at the public hearing held on February 27, 2017, the recommendations of staff and all files and records relating to the application, the Board makes the following:

FINDINGS OF FACT

1. Gerald & Patricia Theis are the owners of the property in question. If the Conditional Use Permit is approved the property will be sold to Brian Boser. The land is located in Section 12, Township 39, Range 30. Mr. Theis has applied for a conditional use permit to expand a Tier I beef feedlot to a Tier III beef and swine feedlot.
2. Sec. 604.6 of the Morrison County Land Use Control Ordinance requires a Conditional Use Permit for Tier III feedlots.
3. Four members of the County Board attended the public hearing on February 27, 2017.
4. Mr. Boser is proposing to construct a new 102' x 192' hog finishing barn which will house 2400 sows starting at 30 to 40 pounds up to finishing weight of approximately 300 pounds. This allows for approximately 3 batches of hogs raised annually. The feedlot will have a total of 784.5 animal units.
5. The finishing barn will include a concrete liquid manure storage area under the barn and will measure 8' deep. This will accommodate 12 months of liquid manure storage, but will likely be pumped out twice a year.
6. Currently the site is a Tier I beef feedlot and the site is located on 93<sup>rd</sup> St, which is a County Road. The access to the barn will be off of the existing driveway. No new access will be required.
7. Composting and rendering will be used as primary methods of dead animal disposal.
8. Mr. Boser employed a consultant to compile a Nutrient Management Plan to address the manure application. The manure will be land applied on portions of the 160 acres the operation is located and an additional 276 acres of land has been identified for manure application through manure transfer agreements. The 276 acres are located in Buckman, Lakin and Morrill Townships.
9. All County feedlot setbacks will be met and an OFFSET annoyance-free rating of 95% will be achieved to the nearest neighbor from the hog barn which is 1,326 feet away.
10. There is a Type 3 wetland about 160 feet south feedlot and a Type 2 wetland situated 200' south of the proposed barn.
11. Mr. Boser currently lives offsite, Mr. Theis currently lives on site.
12. The applicant has submitted an animal mortality plan, a Morrison County Good Neighbor Plan and a Morrison County Stormwater Plan. Engineered plans and specifications for the liquid manure storage area have been submitted. Drain tile is required for this manure pit.

13. The applicant has been made aware that a water appropriation permit from the DNR may be required to operate a well for this site.
14. The land the barn will be on is zoned agriculture.
15. Agriculture zoning is the only district where feedlots are allowed. The Morrison County Land Use Ordinance states the purpose of the Agriculture zoning district is to promote and protect areas which have high quality agriculture lands and are essentially rural in nature. Within this district agriculture activities shall be given precedence over other uses.

16. Morrison County Comprehensive Plan Goal in Agriculture

A1: Ensure that the County provides and protects areas most suitable for a strong and stable agricultural industry, including, but not limited to crop production, animal husbandry, dairy and meat production, pasturelands or other similar uses.

Objective 1: Ensure that County policies and ordinances do not restrict farming practices except as necessary to ensure compliance with law or to protect public health and safety.

Objective 4: Encourage the use of odor reducing technology to minimize the impacts of feedlots on the natural and human environment

Objective 8: Recognize efforts by local and regional organizations to support a local agricultural economy that is sustainable into the future and take action to implement their recommendations when deemed appropriate and consistent with the County's Comprehensive Plan.

Goal A2: Achieve an appropriate balance between the continued and growing desire of people and certain businesses to locate in rural settings and the need to accommodate agricultural and other rural land uses in these same areas.

Goal A3: Understand the positive and negative impacts of emerging agricultural practices and uses for agricultural products or lands.

Goal A4: Recognize the importance of agricultural practices, including manure management, tiling, application of fertilizers and pesticides, and clearing of new lands for agricultural uses being done in a responsible manner that protects the County's ground and surface waters, nearby property owners and important wildlife habitats.

Objective 1: Work with local farmers and other landowners, SWCD, state agencies and other interested parties to protect and enhance water quality in an orderly, effective and consistent manner while respecting private property rights. Prioritize the installation or enhancement of vegetative buffers or other best management practices in areas particularly susceptible to erosion or surface water pollution.

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

Applicable Morrison County Comprehensive Water Plan Goals and Objectives:

Groundwater

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



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

#### Surface Water

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

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

Objective C: Provide protection and enhancement to the county's high quality lakes, rivers, wetlands.

Objective E: To improve, maintain, and ensure clean and healthy rivers in Morrison

#### Land Use and Development

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

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

Objective C: Reduce the loss of natural habitat.

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

17. An Environmental Review was conducted by the SWCD.
18. Planning and Zoning staff suggested the following conditions:
  1. Abide by local and state law.
  2. Notify road authority when hauling manure during road restrictions.
  3. Abide by the good neighbor plan.
  4. Plant and maintain a 50' wide grass buffer around the perimeter of the barn after construction for ongoing stormwater management
  5. Existing manure pit must be pumped and properly abandoned according to MPCA feedlot rules prior to stocking of the swine barn.
19. A plat map, aerial photos and zoning map were presented.
20. 19 notices were sent out regarding this item.
21. Greg from Agram Township, telephoned to express concern with odor, manure management and that no one was going to live on this site.
22. Carol Hiscock telephoned and was present at the hearing and stated concerns regarding the odor, groundwater, manure application and wells. Also, she is opposed to the smell.

The Planning Commission found:

1. **The use will not put an excessive burden on roadways, utilities and public facilities such as parks and schools.** There are no existing parks or schools. The County Engineer sees no issues.
2. **The request will not be detrimental to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.** There is no negative impact, this is already farm use and the odor offset is being met.

3. **The use in the opinion of the Planning Commission is reasonably related to the existing land use and the environment. Groundwater, surface water and air quality in the surrounding area will not be adversely affected by the proposed use.** There will be a tile line around the barn, the wells are ok and there is no issue with the DNR.
4. **The use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.** The same building is being built elsewhere, the barn meets all county standards and the Comp Plan says to promote agriculture activities in the agriculture zoning.
5. **The use is not in conflict with the Comprehensive Plan or Water Plan of the County.** The Environmental Review is good. They just need to abandon the existing pit which is a condition. They also have a manure management plan.

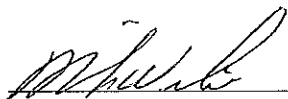
The following conditions were approved by the Planning Commission and were acceptable to the applicant:

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor plan.
4. Plant and maintain a 50' wide grass buffer around the perimeter of the barn after construction for ongoing stormwater management
5. Existing manure pit must be pumped and properly abandoned according to MPCA feedlot rules prior to stocking of the swine barn.

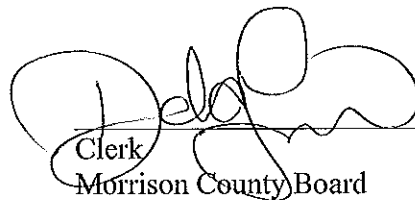
Motion was made by Robert Otremba and seconded by Ross Wamre to recommend approval of the application with above conditions. The vote was "5" in favor, "0" opposed.

#### DECISION

WHEREFORE, the Morrison County Board of Commissioners hereby approves these findings of fact for a Conditional Use Permit to Gerald Theis/Brian Boser to expand to a Tier III feedlot located in Section 12, Township 39, Range 30, Buckman Township and hereby moves to grant the Conditional Use permit with five (5) conditions.



Chairman  
Morrison County Board



Clerk  
Morrison County Board

#### Conditions

1. Abide by local and state law.
2. Notify road authority when hauling manure during road restrictions.
3. Abide by the good neighbor plan.
4. Plant and maintain a 50' wide grass buffer around the perimeter of the barn after construction for ongoing stormwater management
5. Existing manure pit must be pumped and properly abandoned according to MPCA feedlot rules prior to stocking of the swine barn.

**MORRISON COUNTY  
REQUEST FOR BOARD ACTION**

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

ORIGINATING DEPARTMENT: **LAND SERVICES OFFICE**

PRESENTER: **Jean Popp**

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

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BOARD ACTION:

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

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BACKGROUND INFORMATION:

**See attached.**

Additional information attached: No or  Yes

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

- 1. LAWRENCE & MYRNA F JUETTEN, Parcel Number 21.0105.000, Pierz Township**  
The house on this property was destroyed by fire on September 9, 2016 and was not rebuilt by December 2016. Pursuant to Minnesota Statutes 273.1233, Subd. 1, the property owner is entitled to a prorated refund of payable 2016 taxes for 3 months (October-December 2016) when the house was uninhabitable. Taxes for 12 months on the house for taxes payable in 2016 were \$1,077.00.  $\$1,077.00 \times 3/12 = \$269.00$ . **Amount of Credit: \$269.00. Recommend Approval.**
  
- 2. CENTRAL MCGOWAN INC (previous owner PRO-FECT AUTOMATION COOP), Parcel Number 48.2896.000, Little Falls City**  
The previous owner (Pro-fect Automation Co-op) ceased doing business in 2015 and JOBZ was removed for taxes payable in 2016. Per State Statute 469.319 Subd. 1, JOBZ should also be removed for taxes payable in 2014 & 2015. Correcting the taxes payable in **2014**, would increase the taxes from \$5,184.00 to approximately \$11,410.00, an increase of \$6,226.00. Correcting the taxes payable in **2015**, would increase the taxes from \$4,614.00 to approximately \$11,278.00, an increase of \$6,664.00. **Total Amount of Increase: \$12,890.00. Recommend Approval.**
  
- 3. SUN VENTURES LLC (previous owner MEYER ASSOC PROPERTIES LLC), Parcel Number 49.0966.001, Little Falls City**  
The previous owner (Meyer Assoc Properties LLC) ceased doing business in 2014. Therefore, JOBZ was removed and taxes payable in 2015 were abated in May 2015. However, per State Statute 469.319 Subd. 1, JOBZ should have also been removed and abated for taxes payable in 2013 & 2014. Correcting the taxes payable in **2013**, would increase the taxes from \$3,064.00 to approximately \$9,214.00, an increase of \$6,150.00. Correcting the taxes payable in **2014**, would increase the taxes from \$2,776.00 to approximately \$8,394.00, an increase of \$5,618.00. **Total Amount of Increase: \$11,768.00. Recommend Approval.**
  
- 4. DAVE KURTZ, Parcel Number 49.5135.026, Little Falls City**  
This mobile home should have been valued and taxed for taxes payable in 2016. Correcting the taxes payable in 2016, would increase the taxes from \$0.00 to approximately \$210.00, an increase of \$210.00. **Amount of Increase: \$210.00. Recommend Approval.**

**Abstract of Tax Abatements (Continued)**

**Page 2**

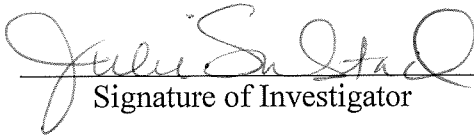
**March 7, 2017**

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

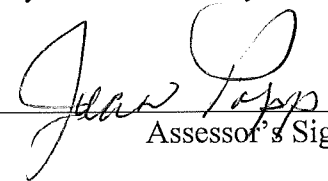
March 7, 2017  
Date

**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.

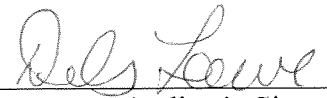
**ASSESSOR'S RECOMMENDATION** (County Assessor or City Assessor in certain cities)

Approved       Denied

  
\_\_\_\_\_  
Assessor's Signature

**COUNTY AUDITOR'S RECOMMENDATION**

Approved       Denied

  
\_\_\_\_\_  
Auditor's Signature

**Abstract of Tax Abatements (Continued)**

**Page 3**

**March 7, 2017**

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

XX Approved      \_\_\_\_\_ Denied

I certify that at a meeting held March 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.

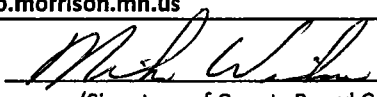
  
\_\_\_\_\_  
Signature of County Auditor

3/7/17  
\_\_\_\_\_  
Date

Minnesota Pollution Control Agency Feedlot Program  
**2016 Annual County Feedlot Officer Annual Report and Performance Credit Report**

(Data for the Period: January 1, 2016 - December 31, 2016)

Revised January 6, 2017

County:	Morrison County		
Contact Person:	Brett Fellbaum		
Phone Number:	320-632-0158		
E-Mail Address:	brettf@co.morrison.mn.us		
Signature:		3/7/17	(Date)

All data must be entered in accordance with the Annual CFO Report Guidance Document.

<i>Except where identified, this report address those non-NPDES/SDS site required by 7020 to be registered.</i>		No.	PC	PC Total	
<b>REGISTRATION</b>					
	1	Feedlots in shoreland with 10 - 49 AU:	13		
	2	Feedlots with 50 - 299 AU:	476		
	3	Non-NPDES/SDS ≥ 300 AU:	99		
	4	Feedlots with NPDES/SDS permits:	30		
	5	<b>Total - Feedlots required to be registered:</b>	<b>618</b>		
<b>PRODUCTION SITE INSPECTIONS (compliance or construction)</b>					
	6	Feedlots Inspected In shoreland with 10 - 49 AU:	0		
	7	Feedlots Inspected with 50 - 299 AU:	34		
	8	Non-NPDES/SDS ≥ 300 AU Inspected:	15		
	9	<b>Total - Non-NPDES/SDS Feedlots Inspected required to be registered:</b>	<b>49</b>		
	10	NPDES/SDS sites Inspected:	0		
	11	Inspected Feedlots non-compliant with water quality discharge standards:	4		
<b>LAND APPLICATION INSPECTIONS</b>					
Non-NPDES/SDS Sites	12	Feedlots ≥ 100 AU where Level 1 land app was conducted:	38		
	13	Feedlots ≥ 100 AU where Level 1 land app result was non compliant:	16		
	14	Site ≥ 300 AU (or ≥100 AU in DWSMA) where Level 2 land app was conducted:	1		
	15	Feedlots from Line 14 where only a Level 2 land app inspection was conducted:	0		
	16	Feedlots from Line 14 where Level 2 land app result was non compliant:	0		
	17	Feedlots ≥ 100 AU where Level 3 land app was conducted:	0		
	18	Feedlots from Line 17 where only a Level 3 land app inspection was conducted:	0		
19	Feedlots ≥ 100 AU where Level 3 land app result was non compliant:	0			
<b>SPECIALTY INSPECTIONS</b>					
Non-NPDES/SDS Sites	20	How many from Line 9 are construction only (Line 9 - # of compliance Insp):	2		
	21	Sites with multiple inspections where at least one was a construction insp:	0	0.5	
	22	Feedlots Inspected that are located in shoreland and/or DWSMA:	3		
	23	Complaint inspections at sites required to be registered:	0		
	24	Complaint inspections at sites NOT required to be registered:	0		
	25	On-site assistance inspections:	0		
<b>INSPECTION TYPE (Performance Credit Eligible)</b>					
Based on Number of Sites Inspected by Type	26	Compliance Inspections at non-NPDES/SDS sites:	47	1.5	4.5
	27	Construction only inspections at non-NPDES/SDS sites (to meet 7% min):	2	1	2
	28	Complaint Inspections (any size site):	0	0.5	
	29	Level 2 Land Application Inspections at non-NPDES/SDS sites:	1	3	3
	30	Level 3 Land Application Inspections at non-NPDES/SDS sites:	0	0.5	0
	31	Feedlots with NPDES/SDS permits Inspected:	0	0.5	
	32	<b>Inspection Type Performance Credit Total: (Questions 26-31)</b>			<b>9.50</b>

All data must be entered in accordance with the Annual CFO Report Guidance Document.

<i>Except where identified, this report addresses those non-NPDES/SDS site required by 7020 to be registered.</i>			No.	PC	PC Total
<b>PERMITTING</b>					
	33	30-day construction or expansion notifications received:	7		
	34	Interim Permits Issued or Modified:	1	2	2
	35	Construction Short-Form Permits Issued or Modified at Sites ≥ 300 AU:	7	1	7
	36	Public meetings held for construction or expansion to ≥ 500 AU:	4		
<b>EMERGENCY RESPONSE (any size site)</b>					
	37	Events where emergency response was conducted: (on-site visit)	0	2	0
<b>PRODUCTION SITE SCHEDULED COMPLIANCE (Achieved in current reporting year)</b>					
	38	Feedlots where a partial environmental upgrade was achieved:	0		
	39	Feedlots where a complete environmental upgrade was achieved:	8	6	48
<b>LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)</b>					
Non-NPDES/SDS Sites	40	Feedlots ≥ 100 AU where Level 1 land app non-compliance was returned to compliance:	0		
	41	Feedlots ≥ 300 AU (or ≥ 100 AU located in a DWSMA) where Level 2 land app non-compliance was returned to compliance:	0		
	42	Feedlots ≥ 100 AU where Level 3 land app non-compliance was resolved:	0		
<b>OWNER ASSISTANCE</b>					
Describe on Supplemental Form.	43	Workshops or trainings hosted and/or co-sponsored by the CFO:	0	2	0
	44	Number of feedlot owners attending events in line 43:	0		
	45	Number of mailings to feedlot owners:	0		
	46	Feedlot articles placed in newspapers:	0		
<b>STAFFING LEVEL AND TRAINING</b>					
Line 51 Based on One CFO per County Attending Training Event	47	FTEs - (Full Time Equivalents) supplied by the CFO(s):	0		
	48	FTEs supplied by other county staff, including administrative and support staff assigned by the county to the feedlot program:	0		
	49	FTEs supplied through contract with other local government units:	0		
	50	Total Number of FTE positions that supported county program:	0		
	51	CFO - training hours: (Enter total training hours earned)	37	0.25	4.75
<b>ENVIRONMENTAL REVIEW (EAW)</b>					
	52	EAW petitions received:	0		
	53	EAWs prepared by county:	0	4	0
<b>AIR QUALITY NOTIFICATIONS</b>					
	54	Notifications received claiming air quality exemptions:	10		
<b>ENFORCEMENT ACTIONS</b>					
	55	Letters of Warning (LOW) issued:	6		
	56	Notices of Violation (NOV) issued:	3		
	57	Court actions commenced:	0		
<b>OTHER PROGRAM ACTIVITIES</b>					
Describe Lines 58-62 on Supplemental Form.	58	Feedlots where a MinnFARM was conducted:	8	1	8
	59	Hours mentoring New CFOs:	0	0.25	0
	60	CFO presentations at informational or producer groups: (per event)	0	1	0
	61	Meetings with other local government and producer groups:	0		
	62	Feedlot Ordinance Revisions:	0		
<b>TOTAL PERFORMANCE CREDITS</b>					<b>79.25</b>



Minnesota Pollution Control Agency  
Feedlot Program

2016 Annual County Feedlot Officer Report  
**Supplemental Information Page**  
January 1, 2016 – December 31, 2016

**County Name:**

Morrison

**Work Plan Inspection Goals**

Please describe the progress made during the calendar year in meeting your 2016 work plan inspection goals. You must provide quantitative results for each inspection production site and land application goal listed in your work plan.

*Our county's work plan goals came up a little bit short. We did exceed the minimum requirements but due to our change of staff and just recently coming in as CFO it was difficult to reach our goal. 22 sites that had never been inspected were inspected and 17 inspections were done in priority townships. The work plan goal was 20 inspections for each of them. Also, 8 inspections were done for CSF or Interim permits compared to the 5 that we have as a goal in the work plan. However, I do plan to meet and exceed our work plan goals this coming year. I now feel I have enough knowledge as CFO to be able to do that and understand what is expected. I feel I made good progress though coming in as a CFO towards the end of 2016 and jumping right into things (conducting inspections and issuing permits in my first couple weeks).*

**Owner Assistance Goals**

Please report on the following owner assistance activities conducted in the past year. Include **date and description** for each activity listed. **None**

- Workshops or trainings hosted and/or co-sponsored by the CFO:
- Newsletters/direct mailings sent to feedlot owners:
- Feedlot articles placed in local newspapers:
- Other information and outreach activities not identified above:

**Staffing Level and Training**

Please list the training events you attended. Include date and the number of hours of participation for each event listed.

4/28/16	CFO Training	7hrs
9/26/16	Regional Meeting (Alexandria)	5hrs
9/20/16-9/21/16	New CFO Training	12.5hrs
11/2/16-11/4/16	MACFO Conference	12.5hrs
12/21/16	Tableau WebEx	1.5hrs

**Feedlot Enforcement Actions**

Please describe any enforcement actions (LOW, NOV, court actions) you conducted.

*I have issued 1 NOV for a producer who has not been compliant with turning in a MMP. A total of 6 LOWs and 3 NOVs have been issued by our county this year. The most common*

*violation for these has been manure stockpile sites and not being taken care of appropriately. Also, we had one producer who failed to apply for cost share and make his open lots compliant.*

Other Program  
Activities

Please list sites where a MinnFARM was conducted. List the number of MinnFARMS conducted at each site.

**8 MinnFARMS were conducted:**

***Gerald Theis Farm***

***Jeremy Wagner Farm***

***Wade Bauer Farm***

***Robert Wimmer Farm***

***Earl Lust Farm***

***Dennis Tembruell Farm***

***Gary Justin Farm***

***Kevin Marshik Farm***

Please list mentorship documentation here. **None**

Please list any meetings, including meeting dates, which you attended with local government services and producer groups (including SWCD and NRCS Offices, Minnesota Extension Service, Dairy Inspectors, Minnesota Pork Producers, Minnesota Dairy Association, Minnesota Cattleman's Association). **None**

Please use this space to describe any feedlot ordinance revision and/or adoption proceedings for this reporting period. **None**

Please use this space to list any county feedlot program activities conducted during this reporting period not identified in this form. **None**

## Morrison County Debt Policy--Draft

1. The following debt Policy should be used to provide guidelines for debt decisions. There are no absolute rules or formulas in determining the level of County debt. Each situation requires a thorough review of the County's debt position, financial health and economic forecast. The limitations of this policy refer to Morrison County debt only (excludes HRA).
2. The county will maintain good communications with bond rating agencies and will try to improve or maintain its current bond rating so that the County's borrowing costs are minimized and so that access to credit is preserved.
3. The county will not use short term borrowing to finance operating needs except in the case of an extreme financial emergency which is beyond the County's control or reasonable ability to forecast.
4. The county may only use long-term debt financing when all of the following exist:
  - When non-recurring capital improvements are desired, and
  - When it can be determined that future citizens will receive a benefit from the improvement, and
  - When the cost benefit of the improvement, including interest cost is positive.
5. The issuance of long-term debt is limited to capital improvements or projects that cannot be financed from current revenues or resources. For purposes of this policy, current resources are defined as that portion of fund balance in excess of appropriate required restrictions, commitments and assignments. Morrison County will not pledge indebtedness to outside agency financing, unless the deemed benefit of the project is primarily for Morrison County Residents.
6. Morrison County will limit the amount of total general obligation debt as follows:
  - Limit net debt to less than 1.00% of the estimated market value, which is one half of the statutorily authorized limit. According to MN Statutes 475.53, Subd. 1, Limit on Debt; debt shall be limited to 3% of the estimated market value.
  - Limit net G.O. debt financed by Morrison County Property Taxes, to less than \$1,000 per capita.
  - Limit amount of total annual levied debt service (excluding refunding issues until crossover date) to approximately 10% of the Gross Adopted County Budget.
  - Limit amount of net annual G.O. debt service levy (less any reserves), for Capital Improvements Bonds, to .12% of the taxable market value of the County, which is the amount that is allowed by MN Statutes 373.40, Subd. 4.
7. Every effort will be made to limit the payback period of the bonds or notes to the estimated useful life of the capital asset constructed or purchased.
8. The County will conservatively project the revenue sources that will be utilized to repay the debt (i.e., taxes for G.O. Debt are levied at 105% of the required debt service).
9. Capital Notes and leases may be used to finance equipment purchases anytime the total cost of the purchase exceeds \$10,000, the useful life of the equipment is greater than 5 years, the financing rate is less than or equal to the current and projected investment rates, or the purchase is of a non-recurring nature.
10. The county will follow a policy of full disclosure on every Comprehensive Annual Financial Report and official statement.

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
MORRISON COUNTY  
DETOUR AGREEMENT**

**For Trunk Highway No. 238 Detour**

<b>State Project Number (S.P.):</b>	<u>7323-12</u>	<b>Original Amount Encumbered</b>
<b>Trunk Highway Number (T.H.):</b>	<u>238 =238</u>	<b><u>\$4,188.10</u></b>

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Morrison County acting through its Board of Commissioners ("County").

**Recitals**

1. The State is about to perform Full Depth Reclamation (FDR) construction upon, along and adjacent to Trunk Highway No. 238 from 700 feet South of Stearns County, County State Aid Highway (C.S.A.H.) No. 10 in Albany to the Jct. of Morrison County, County State Aid Highway (C.S.A.H.) No. 21 in Upsala under State Project No. 7323-12 (T.H. 238=238); and
2. The State requires a detour to carry Trunk Highway No. 238 traffic on Morrison County, County State Aid Highway (C.S.A.H.) No. 19 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

**Agreement**

**1. Term of Agreement**

- 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

**2. Agreement Between the Parties**

**2.1 Detour.**

- A. **Location.** The State will establish the T.H. 238 detour route on the following County road as detailed in the project plans or Special Provisions:  
C.S.A.H. No. 19 for a total distance of 3.77 miles.
- B. **Modification of the Detour Route.** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the State's obligation over Article 3.2, the agreement will be amended
- C. **Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.

- D. Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.
- E. Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.
- F. Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

**2.2 Basis of State Cost (Road Life Consumed).** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- A.** The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.
- B.** The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

### 3. Payment

**3.1 For Road Life Consumed.** \$4,188.10 is the State's estimated cost for the road life consumed by the detour based on the data below:

	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
C.S.A.H. 19	0.00513	3,550	3.77	61	\$4,188.10
Total Road Life Consumed					\$4,188.10

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

- 3.2 Maximum Obligation.** \$10,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.
- 3.3 Conditions of Payment.** The State will pay the County the State's total road life consumed payment amount after performing the following conditions.
- A.** Execution of this Agreement and the County's receipt of the executed Agreement.
- B.** State's encumbrance of the State's total payment amount.
- C.** State's removal of all detour signs.

- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

**4. Release of Road Restoration Obligations**

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the county roads used as a T.H. 238 detour to as good of condition as they were before designation as temporary Trunk Highways.

**5. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**5.1 The State's Authorized Representative will be:**

Name/Title: Scott Zeidler/Engineering Specialist Senior (or successor)  
Address: 7694 Industrial Park Rd., Baxter, MN 56425  
Telephone: (218)-828-5800  
E-Mail: Scott.zeidler@state.mn.us

**5.2 The County's Authorized Representative will be:**

Name/Title: Steve Backowski/Morrison County Public Works Director (or successor)  
Address: 213 1<sup>st</sup> Ave. S.E., Little Falls, MN 56345  
Telephone: (320)-632-0120  
E-Mail: steveb@co.morrison.mn.us

**6. Assignment; Amendments; Waiver; Contract Complete**

- 6.1 Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2 Amendments.** Except for the changes in detour route under Article 2.1, any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3 Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4 Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**7. Liability**

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

**8. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**9. Government Data Practices**

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

**10. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**11. Termination; Suspension**

**11.1 *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**11.2 *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County 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 this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**11.3 *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**12. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**STATE ENCUMBRANCE VERIFICATION**

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

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

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

SWIFT Purchase Order: 3000337181

**MORRISON COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: *Mike Walker*

Title: Chairman

Date: 3/7/17

By: *Debra J. ...*

Title: Administrator

Date: 3/7/17

**DEPARTMENT OF TRANSPORTATION**

Approved:

By: \_\_\_\_\_  
(District Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With delegated authority)

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

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**



MORRISON COUNTY

RESOLUTION # 2017-016  
FOR AGENCY AGREEMENT

IT IS RESOLVED that Morrison County enter into MnDOT Agreement No. 1027333 with the State of Minnesota, Department of Transportation for the following purposes:

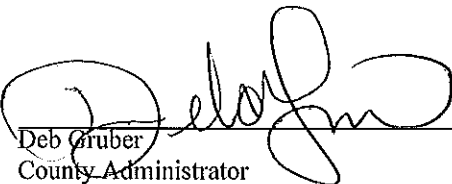
To provide for payment by the State to the County for the use of County State Aid Highway No. 19 as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. 238 from 700 feet South of Stearns County, County State Aid Highway No. 10 in Albany to the Jct. of Morrison County, County State Aid Highway No. 21 in Upsala under State Project No. 7323-12 (T.H. 238=238).

BE IT FURTHER RESOLVED that the County Board Chairman and the County Administrator are authorized to execute the Agreement and any amendments to the Agreement.

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 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 7 day of March, 2017

  
Deb Gruber  
County Administrator

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

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
MORRISON COUNTY  
DETOUR AGREEMENT**

**For Trunk Highway No. 25 Detour**

<b>State Project Number (S.P.):</b>	<u>4910-29</u>	<b>Original Amount Encumbered</b>
<b>Trunk Highway Number (T.H.):</b>	<u>25=209</u>	<u>\$3,863.34</u>

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Morrison County acting through its Board of Commissioners ("County").

**Recitals**

1. The State is about to perform a Mill & Overlay construction upon, along and adjacent to Trunk Highway No. 25 from the Benton/Morrison County Line to 123<sup>rd</sup> St. in Genola under State Project No. 4910-29 (T.H. 25=209); and
2. The State requires a detour to carry Trunk Highway No. 25 traffic on County State Aid Highway (C.S.A.H.) No. 26, County State Aid Highway No. 53 and County State Aid Highway No. 34 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

**Agreement**

**1. Term of Agreement**

- 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

**2. Agreement Between the Parties**

**2.1 Detour.**

- A. **Location.** The State will establish the T.H. 25 detour route on the following County road(s) as detailed in the project plans or Special Provisions:  
C.S.A.H. 26, C.S.A.H. 53 and C.S.A.H. 34 for a total distance of 16.8 miles.
- B. **Modification of the Detour Route.** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the State's obligation over Article 3.2, the agreement will be amended.
- C. **Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. **Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.

E. **Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.

F. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2 **Basis of State Cost (Road Life Consumed).** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.

B. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

### 3. Payment

3.1 **For Road Life Consumed.** \$3,863.34 is the State's estimated cost for the road life consumed by the detour based on the data below:

	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
C.S.A.H. 26	0.00513	3,200	6.15	14	\$1,413.42
C.S.A.H. 53	0.00513	3,200	4.58	14	\$1,052.59
C.S.A.H. 34	0.00513	3,200	6.08	14	\$1,397.33
Total Road Life Consumed					\$3,863.34

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

3.2 **Maximum Obligation.** \$10,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.3 **Conditions of Payment.** The State will pay the County the State's total road life consumed payment amount after performing the following conditions.

A. Execution of this Agreement and the County's receipt of the executed Agreement.

B. State's encumbrance of the State's total payment amount.

C. State's removal of all detour signs.

D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.

E. State's receipt of a written request from the County for payment.

**4. Release of Road Restoration Obligations**

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the county roads used as a T.H. 25 detour to as good of condition as they were before designation as temporary Trunk Highways.

**5. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**5.1 The State's Authorized Representative will be:**

Name/Title: Scott Zeidler/Engineering Specialist Senior (or successor)  
Address: 7694 Industrial Park Road, Baxter, MN 56425  
Telephone: (218)-828-5800  
E-Mail: Scott.zeidler@state.mn.us

**5.2 The County's Authorized Representative will be:**

Name/Title: Steve Backowski/Morrison County Public Works Director (or successor)  
Address: 213 1<sup>st</sup> Ave. S.E., Little Falls, MN 56345  
Telephone: (320)-632-0120  
E-Mail: steveb@co.morrison.mn.us

**6. Assignment; Amendments; Waiver; Contract Complete**

**6.1 Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

**6.2 Amendments.** Except for the changes in detour route under Article 2.1, any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**6.3 Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**6.4 Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**7. Liability**

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

**8. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**9. Government Data Practices**

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

**10. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**11. Termination; Suspension**

**11.1 *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**11.2 *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County 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 this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**11.3 *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**12. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**STATE ENCUMBRANCE VERIFICATION**

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

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

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

SWIFT Purchase Order: \_\_\_\_\_

**MORRISON COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: Mike Wilk

Title: Chairman

Date: 3/7/17

By: [Signature]

Title: Administrator

Date: 3/7/17

**DEPARTMENT OF TRANSPORTATION**

Approved: \_\_\_\_\_

By: \_\_\_\_\_  
(District Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With delegated authority)

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

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

MORRISON COUNTY

RESOLUTION # 2017-017  
FOR AGENCY AGREEMENT

IT IS RESOLVED that Morrison County enter into MnDOT Agreement No. 1027332 with the State of Minnesota, Department of Transportation for the following purposes:

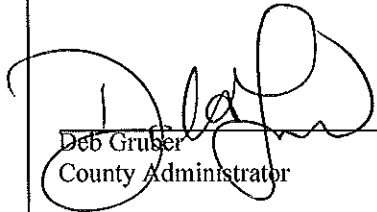
To provide for payment by the State to the County for the use of County State Aid Highway No. 26, County State Aid Highway No. 53 and County State Aid Highway No. 34 as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. 25 from Benton/Morrison County Line to 123<sup>rd</sup> St. in Genola under State Project No. 4910-29 (T.H. 25=209).

BE IT FURTHER RESOLVED that the County Board Chairman and the County Administrator are authorized to execute the Agreement and any amendments to the Agreement.

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 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 7 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				

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

HELD: March 7, 2017

Pursuant to due call and notice thereof, a regular or special meeting of the Board of Commissioners of the County of Morrison, Minnesota, was duly called and held at the Morrison County Courthouse in the City of Little Falls, Minnesota, on March 7, 2017 at 9:00 A.M., for the purpose, in part, of authorizing the issuance and awarding the sale of \$12,735,000 General Obligation Capital Improvement Plan Bonds, Series 2017A.

The following Commissioners were present: Mike LeMieur, Jeffrey Jelinski, Randy Winscher, Mike Wilson, Duane Johnson

and the following were absent: None

Commissioner Jelinski introduced the following resolution, and moved its adoption:

RESOLUTION NO. 2017-018

RESOLUTION ACCEPTING PROPOSAL ON THE COMPETITIVE  
NEGOTIATED SALE OF \$12,735,000 GENERAL OBLIGATION  
CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2017A  
AND LEVYING A TAX FOR THE PAYMENT THEREOF

A. WHEREAS, on December 20, 2016, the Board of Commissioners of the County of Morrison, Minnesota (the "County"), held a public hearing on the proposed issuance of general obligation capital improvement plan bonds and, pursuant to a Resolution, approved and adopted the Capital Improvement Plan 2017-2021 for the County of Morrison, Minnesota (the "Plan") and approved the issuance of general obligation capital improvement plan bonds to finance the expansion and renovation of the County courthouse complex within the County (the "Project"); and

B. WHEREAS, no petition signed by voters equal to five percent of the votes cast in the County in the last general election requesting a vote on the issuance of the general obligation capital improvement plan bonds has been filed with the County Administrator within thirty days after the public hearing on the Plan and on the issuance of the general obligation capital improvement plan bonds; and

C. WHEREAS, the Board of Commissioners heretofore determined and declared that it is necessary and expedient to issue \$12,735,000 General Obligation Capital Improvement Plan Bonds, Series 2017A (the "Bonds"), pursuant to Minnesota Statutes, Chapter 475, to finance the Project; and

D. WHEREAS, the County has heretofore determined, in accordance with Minnesota Statutes, Section 373.40, Subd. 4, that the principal and interest to become due in an year on all outstanding bonds issued by the County under Minnesota Statutes, Section 373.40, including the



Bonds, will be less than 0.12 percent of the estimated market value of property in the County; and

E. WHEREAS, the County has retained David Drown Associates, Inc., in Minneapolis, Minnesota ("David Drown"), as its independent financial advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by David Drown; and

F. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the County Administrator, or designee, at the offices of David Drown at 10:00 A.M., this same day pursuant to the Terms of Offering established for the Bonds; and

G. WHEREAS, it is in the best interests of the County that the Bonds be issued in book-entry form as hereinafter provided; and

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

1. Acceptance of Proposal. The proposal of Robert W. Baird & Co., Inc. (the "Purchaser"), to purchase the Bonds in accordance with the Terms of Offering, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$12,732,557.46, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received and is hereby accepted, and the Bonds are hereby awarded to the Purchaser. The County Administrator is directed to retain the deposit of the Purchaser and to return to the unsuccessful bidders any good faith checks or drafts.

2. Terms of Bonds.

(a) Title; Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated April 1, 2017, as the date of original issue and shall be issued forthwith on or after such date in fully registered form. The Bonds shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$ 345,000	2029	\$ 660,000
2020	350,000	2030	675,000
2021	360,000	2031	700,000
2022	535,000	2032	720,000
2023	550,000	2033	740,000
2024	565,000	2034	765,000
2025	585,000	2035	790,000
2026	600,000	2036	815,000
2027	620,000	2037	845,000
2028	640,000	2038	875,000

All dates are inclusive. As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule and corresponding additions may be made to the provisions of the applicable Bond(s).

With respect to the Bonds, the maximum annual principal and interest on the Bonds and any other outstanding bonds of the County previously issued under Section 373.40, Subdivision 4, is less than 0.12% of the estimated market value of the property in the County.

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the County nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the County, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the County may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The County and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and

premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10 hereof, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or County, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the County or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the County or the Bond Registrar may establish a special record date for such consent or other action. The County or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the County and discharging its responsibilities with respect thereto under applicable law. The County may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the County or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the County, is willing and able to assume such functions upon reasonable or customary terms, or if the County determines that it is in the best interests of the County or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10 hereof. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10 hereof, the Bonds will be delivered to the Beneficial Owners.

Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 10 hereof.

(d) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Bonds shall provide funds to finance the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. The County covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2018, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2019	2.000%	2029	3.000%
2020	2.000%	2030	3.000%
2021	3.000%	2031	3.000%
2022	3.000%	2032	3.250%
2023	3.000%	2033	3.250%
2024	3.000%	2034	3.250%
2025	3.000%	2035	3.375%
2026	3.000%	2036	3.375%
2027	3.000%	2037	3.500%
2028	3.000%	2038	3.500%

5. Redemption. Bonds maturing on February 1, 2027, and thereafter, shall be subject to redemption and prepayment at the option of the County on February 1, 2026, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the County; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds at least thirty (30) days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the County or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the County and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the County shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. Northland Trust Services, Inc., in Minneapolis, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the County and Bond Registrar shall execute which is consistent

herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12 of this resolution.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF MORRISON

R-\_\_\_\_ \$\_\_\_\_\_

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BOND, SERIES 2017A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
	February 1, 20__	April 1, 2017	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The County of Morrison, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, unless called for earlier redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2018, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Northland Trust Services, Inc., in Minneapolis, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest.

Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. The Bonds of this issue (the "Bonds") maturing on February 1, 2027, and thereafter, shall be subject to redemption and prepayment at the option of the County on February 1, 2026, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the County; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds at least thirty (30) days prior to the date fixed for redemption.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of the Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or

Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered..

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$12,735,000, all of like date of original issue and tenor, except as to number, maturity, interest rate and denomination, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the Board of Commissioners on March 7, 2017 (the "Resolution"), for the purpose of providing money to finance the expansion and renovation of the Issuer's courthouse complex and described in the Issuer's Capital Improvement Plan. This Bond is payable out of the Debt Service Account of the Issuer's General Obligation Capital Improvement Plan Bonds, Series 2017A Fund. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in the denominations of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered Bonds of other authorized denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an authorized denomination or denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.



Not Qualified Tax-Exempt Obligation. This Bond has not been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the County of Morrison, Minnesota, by its County Board has caused this Bond to be executed on its behalf by the facsimile signatures of the Chair of its Board and the County Administrator, the seal having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: NORTHLAND TRUST SERVICES, INC.

\_\_\_\_\_

BOND REGISTRAR'S  
CERTIFICATE OF  
AUTHENTICATION

Payable at: NORTHLAND TRUST SERVICES, INC.

This Bond is one of the Bonds described in the Resolution mentioned within.

COUNTY OF MORRISON  
MINNESOTA

NORTHLAND TRUST SERVICES, INC.  
Minneapolis, Minnesota  
Bond Registrar

/s/ Facsimile \_\_\_\_\_  
Chair of the County Board

By \_\_\_\_\_  
Authorized Signature

/s/ Facsimile \_\_\_\_\_  
County Administrator

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common
- UTMA - \_\_\_\_\_ as custodian for \_\_\_\_\_  
 (Cust) (Minor)  
 under the \_\_\_\_\_ Uniform Transfers to Minors Act  
 (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:  
\_\_\_\_\_

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Include information for all joint owners if the Bond is held by joint account.)

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the County by the signatures of its Chair of the County Board and County Administrator and be sealed with the seal of the County; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the County on each Bond by execution of the Certificate of Authentication on the Bond and, by inserting as the date of registration in the space provided, the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue, which date is April 1, 2017. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The County will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the County shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination or denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the County shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly cancelled by the Bond Registrar and thereafter disposed of as directed by the County.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the County evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the County contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the County maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior to the Special Record Date.

13. Treatment of Registered Owner. The County and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12 above) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the County nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the County Administrator to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to make adequate and specific security to the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the "General Obligation Capital Improvement Plan Bonds, Series 2017A Fund" (the "Fund") to be administered and maintained by the Auditor/Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. The Fund shall be maintained in the manner herein specified until all of the Bonds herein authorized and the interest thereon shall have been fully paid. In such records there shall be established accounts for the purposes and in the amounts as follows:

(a) Construction Account. To Construction Account there shall be credited the proceeds of the sale of the Bonds, less accrued interest received thereon, less capitalized interest, and less any amount paid for the Bonds in excess of the minimum bid. From the Construction Account there shall be paid all costs and expenses of the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied, and provided further that if upon completion of the Project the balance shall be transferred to the Debt Service Account.

(b) Debt Service Account. To the Debt Service Account there shall be credited: (i) accrued interest in the amount of \$12,078.04; (ii) capitalized interest in the amount of \$317,323.00 (together with interest earnings thereon and subject to such other adjustments as are appropriate to provide sufficient funds to pay interest due on the Bonds on or before August 1, 2018); (iii) any amount paid for the Bonds in excess of the minimum bid; (iv) any collections of all taxes herein or hereinafter levied for the payment of the Bonds and interest thereon; (v) all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (vi) all investment earnings on funds held in the Debt Service Account; and (vii) any and all other moneys which are properly available and are appropriated by the governing body of the County to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest and any premiums for redemption of the Bonds and any other general obligation bonds of the County hereafter issued by the County and made payable from said Account as provided by law.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Account or Debt Service Account (or any other County account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or

"minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Bonds there is hereby levied upon all of the taxable property in the County a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the County for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
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See attached levy schedule

The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 373.40, Subdivision 4.

17. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the County shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the County which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

18. Certificate of Registration. The County Administrator is hereby directed to file a certified copy of this resolution with the Auditor's office, together with such other information as the Auditor shall require, and to obtain the County Auditor's Certificate that the Bonds have been entered in the County Auditor's Bond Register and that the tax levy required by law has been made.

19. Records and Certificates. The officers of the County are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the County relating to the Bonds and to the financial condition and affairs of the County, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the County as to the facts recited therein.

20. Negative Covenant as to Use of Bond Proceeds and Project. The County hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

21. Tax-Exempt Status of the Bonds; Rebate. The County is subject to the rebate requirement imposed by Section 148(f) of the Code and no exceptions are available.

22. No Designation of Qualified Tax-Exempt Obligations. The County will not designate the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code.

23. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The County may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The County may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The County may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, subject to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

24. Official Statement. The Official Statement relating to the Bonds prepared and distributed by David Drown is hereby approved and the officers of the County are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

25. Continuing Disclosure. The County is the sole obligated person with respect to the Bonds. The County hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at [www.emma.msrb.org](http://www.emma.msrb.org) in accordance with the Rule, certain annual financial information and operating data in accordance with the

Undertaking. The County reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the County to provide the annual financial information with respect to the County described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The County agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the County's obligations under the covenants.

The Chair of the County Board and County Administrator, or any other officer of the County authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the County the Undertaking in substantially the form presented to the County Board subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

26. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

27. Headings. Headings in this Resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing Resolution was duly seconded by Commissioner Wilson and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof: LeMieur, Jelinski, Winscher, Wilson, Johnson

and the following voted against the same: None.

whereupon the Resolution was declared duly passed and adopted.

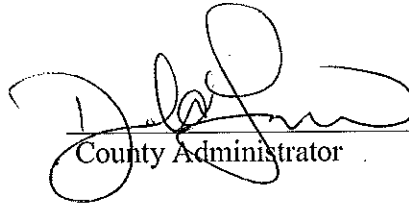


STATE OF MINNESOTA

COUNTY OF MORRISON

I, the undersigned, being the duly qualified and acting Administrator of the County of Morrison, 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 of Morrison Board of Commissioners, duly called and held on the date therein indicated, insofar as such minutes relate to providing for the issuance and awarding the sale of \$12,865,000 General Obligation Capital Improvement Plan Bonds, Series 2017A.

WITNESS my hand on 3/7, 2017.

  
\_\_\_\_\_  
County Administrator

# EXHIBIT A

## Proposals

Morrison County, Minnesota  
\$12,865,000  
GO Capital Improvement Plan Bonds, Series 2017A

### SUMMARY OF BOND SALE RESULTS

7 March, 2017		Standard & Poor's Rating: AA/Stable	
<b>Robert W. Baird &amp; Co., Inc.</b>	Coupons 2.00% - 3.50%	Purchase Price	\$ 12,868,375.29
		Net Interest Cost	\$ 5,198,821.59
		<b>Net Interest Rate</b>	<b>3.2172%</b>
<b>Piper Jaffray</b>	Coupons 3.00% - 3.375%	Purchase Price	\$ 12,784,935.05
		Net Interest Cost	\$ 5,215,403.49
		<b>Net Interest Rate</b>	<b>3.2274%</b>
<b>Citigroup Global Markets, Inc.</b>	Coupons 3.00% - 3.25%	Purchase Price	\$ 12,712,457.56
		Net Interest Cost	\$ 5,235,505.98
		<b>Net Interest Rate</b>	<b>3.2399%</b>
<b>Northland Securities, Inc.</b>	Coupons 2.00% - 3.50%	Purchase Price	\$ 12,737,182.80
		Net Interest Cost	\$ 5,236,496.37
		<b>Net Interest Rate</b>	<b>3.2405%</b>
<b>Hutchinson, Shockey, Erley &amp; Co.</b>	Coupons 2.00% - 3.50%	Purchase Price	\$ 12,713,016.80
		Net Interest Cost	\$ 5,295,231.12
		<b>Net Interest Rate</b>	<b>3.2768%</b>
<b>J.P. Morgan Securities, LLC</b>	Coupons 3.00% - 3.50%	Purchase Price	\$ 12,811,791.10
		Net Interest Cost	\$ 5,324,738.07
		<b>Net Interest Rate</b>	<b>3.2951%</b>
<b>FTN Financial Capital Markets</b>	Coupons 3.00% - 3.50%	Purchase Price	\$ 12,811,295.25
		Net Interest Cost	\$ 5,325,233.92
		<b>Net Interest Rate</b>	<b>3.2954%</b>
<b>Bank of America Merrill Lynch</b>	Coupons 3.00% - 3.50%	Purchase Price	\$ 12,762,724.70
		Net Interest Cost	\$ 5,373,804.47
		<b>Net Interest Rate</b>	<b>3.3255%</b>

EXHIBIT B

Schedules

Levy Year	Collection Year	Amount
2017	2018	\$ 736,831.26
2018	2019	734,881.26
2019	2020	735,981.26
2020	2021	897,556.26
2021	2022	896,281.26
2022	2023	894,556.26
2023	2024	897,306.26
2024	2025	894,531.26
2025	2026	896,231.26
2026	2027	897,331.26
2027	2028	897,831.26
2028	2029	892,806.26
2029	2030	897,181.26
2030	2031	894,981.26
2031	2032	891,256.26
2032	2033	891,800.01
2033	2034	891,037.51
2034	2035	888,953.13
2035	2036	890,412.50
2036	2037	890,312.50

STATE OF MINNESOTA

COUNTY AUDITOR'S CERTIFICATE

COUNTY OF MORRISON

AS TO TAX LEVY AND REGISTRATION

I, the undersigned, being the duly qualified and acting County Auditor of Morrison County, Minnesota, DO HEREBY CERTIFY that on the date hereof, there was filed in my office a certified copy of a resolution adopted on March 7, 2017, by the Board of Commissioners of the County of Morrison, Minnesota, authorizing the issuance of \$12,735,000 General Obligation Capital Improvement Plan Bonds, Series 2017A (the "Bonds") and levying a tax for the payment thereof, together with full information regarding the Bonds for which the tax was levied; and the Bonds have been entered in my Bond Register and the tax levy required by law has been made.

WITNESS my hand and the seal of the County Auditor on March 7<sup>th</sup>, 2017.

Debb Lawrence  
County Auditor

(SEAL)

