



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

AUGUST 8, 2017

PAGE 1 of 3

The meeting was held in the County Board Room, Government Center, Little Falls MN, and was called to order at 9:00a.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, Kathy Marshik, Steve Backowski, and Jean Popp.

Others present: Mark Slupe, and Tyler Jensen.

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 July 25, 2017.

AGENDA CHANGES

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

PUBLIC HEALTH REPORT

A motion was made by Commissioner Winscher, seconded by Commissioner Johnson and carried unanimously to approve the following 2017 licenses:

New Establishment Owner License:

Dist. 1	Subway / Dipper (Owner Aja Maurer OLCIL, Inc.)	Randall	\$234.50
Dist. 4	Subway (Owner Debra Poser KKAL, Inc.)	Pierz	\$234.50
Dist. 4	The Coffee Haus (Owner Sherri Hoheisel Sherri Lynn's LLC)	Pierz	\$135.50

Annual License for Additional Services:

Dist. 1	Sweetwater Resort (One Additional Lodging Unit)	Cushing	\$10.00
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VETERAN AFFAIRS REPORT

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur and carried unanimously to authorize the Resolution#2017-063 for the New CVSO grant for 2018.

LAND SERVICES REPORT

A motion was made by Commissioner Winscher, seconded by Commissioner LeMieur and carried unanimously to approve the attached Abstract of Tax Abatements dated August 8, 2017.



**MORRISON COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES**

AUGUST 8, 2017

PAGE 2 of 3

AUDITOR/TREASURER REPORT

A motion was made by Commissioner Jelinski, seconded by Commissioner Winscher and carried unanimously to approve an Exempt Permit to St Joseph Church of Morrill to hold fundraisers on the following dates: October 29, 2017; December 3, 2017; and March 4, 2018.

Deb Lowe, County Auditor/Treasurer, presented the July 31, 2017 Cash Report.

COUNTY BOARD WARRANTS

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

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

NOW THEREFORE, BE IT RESOLVED, that the list of County Board Warrants on file in the Auditor/Treasurer's Office for August 8, 2017 be approved for payment:

REVENUE	\$	86,732.76
PUBLIC WORKS	\$	180,667.11
SOCIAL SERVICE	\$	94,050.71
SOLID WASTE	\$	12,265.88
PARKS FUND	\$	3434.70
BUILDING FUND	\$	2,415.50
LOCAL COLLABORATIVE	\$	1,745.63
TOTAL	\$	381,312.29
MEALS	\$	299.23

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

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

PUBLIC WORKS REPORT

A motion was made by Commissioner Winscher, seconded by Commissioner Johnson to approve Resolution #2017-064, Award Contract #278 to Marvin Tretter, Inc. in the amount of \$ 398,222.50. Motion carried on a roll call vote with all Commissioners voting 'aye'.

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur and carried unanimously to authorize the Local Bridge Replacement Program (LBRP) Grant Agreement No. 1028755.



**MORRISON COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES**

AUGUST 8, 2017

PAGE 3 of 3

ADMINISTRATOR'S REPORT

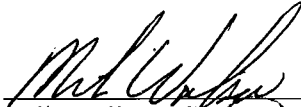
A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and carried unanimously to consider approval of the tentative agreement with LELS (Law Enforcement Labor Services) for the Corrections Unit and apply relevant provisions to the appropriate staff. Summary of the changes: 2017 and 2018 market adjustments, 2019 3% COLA, and various other changes that follow the current Morrison County Personnel Policy.

COUNTY BOARD REPORTS AND SCHEDULE

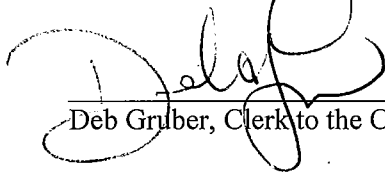
Members of the County Board reported on various meetings they have attended and on their upcoming schedule of meetings with various organizations.

ADJOURNMENT

A motion was made by Commissioner Johnson, seconded by Commissioner Winscher and carried unanimously to adjourn the meeting at 9:27a.m.



Mike Wilson, Chairman



Deb Gruber, Clerk to the County Board

DATE: 8/8

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

PLEASE SIGN IN

NAME

ADDRESS/REPRESENTING

Mark Stupe

Channel 180 GRTV

Jenna Papp

RESOLUTION OF Morrison COUNTY #2017-003

BE IT RESOLVED by Morrison County that the County enter into the attached **Grant Contract** with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: **County Veterans Service Office Operational Enhancement Grant Program**. The grant must be used to provide outreach to the county's Veterans; to assist in the reintegration of combat Veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county Veterans service office, as specified in Minnesota Laws 2017, Chapter 4, Article 1, Section 38, Subdivision 2. This Grant should not be used to supplant or replace other funding.

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

WHEREUPON the above resolution was adopted at Morrison County Board Meeting this 8/8/17

[Signature]
Authorized Signature and Title
Chairman

8/8/17
Date

STATE OF MINNESOTA
Morrison COUNTY

I, Deb Guder, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the County Board of said Morrison County, that I have compared the above resolution with the original passed and adopted by the County Board of said Morrison County at a County Board meeting thereof held on the 8th day of August 2017 at Morrison County, that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this 8/8/17, and have hereunto affixed the seal of the County.

[Signature]
Authorized Signature and Title
County Clerk

(SEAL)

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

COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM

GRANT AGREEMENT

This Grant Agreement is between the State of Minnesota, acting through its Commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and «County» County, «ADD1», «ADD2», «City», «State», «Zip» ("Grantee").

Recitals

1. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2017, Chapter 4, Article 1, Section 38, Subdivision 2, the State is empowered to enter into this grant.
2. The State is in need of enhancing the operation of the County Veterans Service Offices (CVSO). This grant must be used to enhance the operations of the Grantee's CVSO under Minnesota Statutes §197.608, Subdivision 4(a), and should not be used to supplant or replace other funding.
3. The Minnesota Legislature has funded grants to the counties through MDVA for many years. The established practice has been to provide advanced payments of the full grant amount to the Grantee. This has been done to ensure that the counties have sufficient funds available to conduct programming and complete the tasks required by the grants. These counties often have limited cash reserves and do not have the financial capabilities to make grant expenditures first and wait for reimbursements from the State. MDVA is confident that the Grantee will be able to account for the grant funds and abide by the terms of the Grant Agreement, based on their past performance.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

- 1.1 **Effective date:** July 1, 2017 or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per, Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed. The Grantee must not begin work under this grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work except as permitted by Minnesota Statutes §16B.98, Subdivision 11.
- 1.2 **Expiration date:** June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms:** The following clauses survive the expiration or cancellation of this Grant Agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2. Grantee's Duties

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

- 2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).

- 2.2 Conduct this grant only as authorized under Minnesota Statute 197.608, Subd.5. This grant must not be used to supplant any existing funding, or to duplicate any programs or services available to Veterans from other agencies or organizations.
- 2.3 Conduct the CVSO Operational Enhancement Grant Program (“**Program**”) by purchasing one, or more, of the allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2018, identified as Attachment A, which is attached and incorporated into this Grant Agreement.
 - 2.3.1 If the Grantee wishes to purchase a good or service not listed on the approved items list of the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A, they must submit an email request to the MDVA State Authorized Representative listing the item, the estimated cost, and how the item will benefit county Veterans. The item may only be purchased with grant funds upon receipt of written approval from MDVA State Authorized Representative.
- 2.4 Comply with the requirements as specified in the MDVA Grants Manual (Rev. 3), Attachment B, which is incorporated into this grant agreement by reference and available on the MDVA Website – Grants Page: [http://mn.gov/mdva/resources/federalresources/grants/.](http://mn.gov/mdva/resources/federalresources/grants/)) In the event that any provision of the MDVA Grants Manual (Rev. 3), Attachment B is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.5 Upon executing the grant agreement, the Grantee must:
 - 2.5.1 Submit to the State Authorized Representative for approval a proposed Work Plan and Budget Expenditure Spreadsheet, in Excel format, an example of which is shown in Attachment C. The Workplan (Section One) must be a brief narrative paragraph providing background and context for the *proposed* Budget Expenditure Spreadsheet (Section Two). The Grantee must submit Attachment C to the State Authorized Representative consistent with the requirements specified in the MDVA Grants Manual (Rev. 3), Attachment B.
 - 2.5.2 Submit to the State Authorized Representative the current annual County Budget for the County Veterans Service Office Operational Enhancement Program to MDVA along with the signed FY2017 Grant Agreement at the beginning of the grant period (Ref: Attachment E – CVSO County Budget Example.) This grant is to be used only as authorized under Minnesota Statute 197.608, Subd.5.
 - 2.5.3 Submit to the State Authorized Representative page 1 of the Conflict of Interest Disclosure Form incorporated in the MDVA Grants Manual (Rev. 3). If at any time during administering the grant, a personal or professional Conflict of Interest situation becomes apparent, the Grantee shall disclose that conflict immediately to the State Authorized Representative in writing as provided for in the MDVA Grants Manual (Rev. 3), Attachment B to determine if corrective action is necessary.

- 2.6 Upon the conclusion of this Project, the Grantee must submit to the State Authorized Representative a Final Report and Budget Expenditure Spreadsheet, Attachment D, in Excel format, a sample of which is attached and incorporated into this grant agreement. The Final Report (Section One) must be a brief narrative paragraph providing background and context for the *actual* budget expenditures listed on the Budget Expenditure Spreadsheet (Section Three). Section Two – CVSO Metrics must also be completed. The Grantee must submit the Final Report, CVSO Metrics and Budget Expenditure Spreadsheet to the State Authorized Representative consistent with the requirements specified in the MDVA Grants Manual (Rev. 3), Attachment B in sufficient detail and to the satisfaction of the State, in order to account for all grant funds expended.
- 2.7 In the event that any provision of the Grantee’s charter or mission, incorporated into this Grant Agreement by reference, is not consistent with any portion of the Grant Agreement, then the terms of this Grant Agreement supersede the inconsistent provision.
- 2.8 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grant Manual (Rev. 3), Attachment D including a final inspection upon grant completion.

3. Time

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

4. Consideration and Payment

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

- 4.1.1 **Compensation.** The Grantee will be paid an Advanced Payment lump sum of \$«FY2018_TOTAL_DOLLARS» and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2017, Attachment A.
- 4.1.2 **Travel Expenses.** Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Grant Agreement is an allowable expense. The total Travel Budget may comprise all or a portion of the Total Obligation referenced in Section 4.1.3 below. The Grantee will report all travel-related expense on the Travel Log, (as provided in the MDVA Grant Manual (Rev. 3), Attachment B in no greater amount than provided in the current "Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management and Budget (MMB).

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

- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this Grant Agreement will not exceed \$«FY2018_TOTAL_DOLLARS», («FY2018_DOLLARS_SPELLED_OUT» DOLLARS.)

4.2 Payment

- 4.2.1 **Invoices.** The State will promptly pay the Grantee an Advance Payment lump sum payment as specified in Clause 4.1.3 upon execution of this Grant Agreement.
- 4.2.2 **Eligible Costs.** In order to be eligible for grant funds, costs must be reasonable, necessary, and allocated to the grant, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant Minnesota Statutes §197.608, as amended by Minnesota Laws 2017, Chapter 4, Article 1, Section 38, Subdivision 2 and this Grant Agreement.
- 4.2.3 **Unexpended Funds.** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's Duties, and shall promptly return to the MDVA any funds greater than \$25.00 not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 60 days of the end of the grant period, whichever comes first.

4.3 Contracting and Bidding Requirements

All Contracting and Bidding quotes must be documented in writing and submitted to the State Authorized Representative on the "Contracting and Bidding Log" as specified in the MDVA Grants Manual (Rev. 3). Attachment B.

- 4.3.1 Any services and/or materials that are expected to cost \$25,000 or more must undergo a formal notice and bidding process.
- 4.3.2 Any services and/or materials that are expected to cost between \$10,000 and \$24,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- 4.3.3 Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes.
- 4.3.4 Support documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- 4.3.5 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5. Conditions of Payment

All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment, or will return payment already received, for work found by the State to be **unsatisfactory** or performed in violation of federal, state, or local law. The Grantee will be bound by the MDVA Grant Manual, (Rev. 3), Attachment B as provided by the State.

6. Authorized Representative

The State's Authorized Representative is **Liz Kelly**, Grants Specialist, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12th Street, St. Paul, Minnesota 55155, 651-201-8225, liz.kelly@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Agreement.

The Grantee's Authorized Representative is «FName» «LName», CVSO, «County» County, «ADD1», «ADD2», «City», «State», «Zip», «Business_Phone», «Email», or his/her successor. If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the State.

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

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

8. Liability

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

9. State Audits

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

10. Government Data Practices and Intellectual Property

- 10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give

the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 **Intellectual Property Rights**

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

10.2.2 **Obligations**

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

10.2.2.2 **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs,

and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. Workers' Compensation

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

12. Publicity and Endorsement

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

All projects primarily funded by state grant appropriation must publicly credit the Minnesota Department of Veterans Affairs, and list MDVA as a Sponsor on the Grantee's website when practicable.

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

13. Governing Law, Jurisdiction, and Venue

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

14. Termination

- 14.1 **Termination by the State.** The State may immediately terminate this Grant Agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this Grant Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not commence the grant project within six (6) months of the effective date of this

Grant Agreement, as evidenced by the incurrence of documented expenses for eligible grant costs, then this Grant Agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Grant Contract if:

14.3.1 It does not obtain funding from the Minnesota Legislature;

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

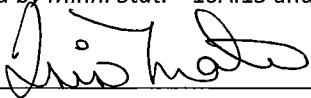
15. Data Disclosure

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16C.05 Subd. 2 (a) (3).

Signed: 

Date: 7/13/17 3-31206

SWIFT Contract/PO No(s). _____

3. STATE AGENCY


By: _____
(with delegated authority)

Title: _____

Date: _____

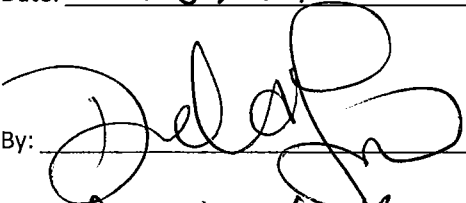
2. GRANTEE - Morrison County

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

By: 

Title: Chairman

Date: 8/18/17

By: 

Title: County Clerk

Date: 8/18/17

Distribution:

Agency

Grantee

State's Authorized Representative

ATTACHMENT A CVSO Grant - Items Approved/Disapproved – FY2018

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

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

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

Expenses must be incurred before the end of the grant period (June 30, 2018)

EQUIPMENT & SUPPLIES

Monitors and Dual monitor video cards	Teleconferencing equipment
Laptops/Tablet PC's/I-Pad (<i>including accessories</i>)	Paper shredders or shredding contracts
Personal computers - Desktop	TV /DVD combinations
Printers/Scanners	Mobile broadband data access device/Hotspot
Phone & Internet Service/Cellular Phones/Smart Phones	Fax machines and installation of initial phone line
Photo copiers (<i>or 12 month lease</i>) (<i>Including user maintenance agreements.</i>)	Digital Cameras
Digital Video Recorders	Digital Projectors – LCD/DLP
Office Furniture that <i>is necessary</i> and is directly related to *new/increased staffing (desk, chair, cubicles, etc.). * Locking filing cabinets OK anytime Note: New staff expenses may also be applied to CVSO grant in subsequent years	Office Furniture that <i>is necessary</i> and is directly related to computerization and organization efforts (required furniture for newly purchased equipment such as computer desk, printer stand, scanner table, etc. or other items to increase organization like filing cabinets, etc.). Office Supplies related to administering the CVSO grant (e.g. copy paper, toner cartridges, ink cartridges, etc.).
Headsets – Phone ONLY	Label printers and supplies

SOFTWARE & COMPUTER TRAINING

Webinars	Trainings (Microsoft Office – WORD, Excel) etc.
Veterans Information/Case Management Systems and Software (<i>Including user maintenance agreements.</i>)	

MARKETING

Marketing expenses (Display boards, radio airtime, TV airtime and newspaper ads, billboards, CVSO shirts & jackets (<i>every ad must reference the LinkVet logo</i>))	*Publicity Items (<i>Magnets, Brochures, Challenge Coins – must include reference to LinkVet</i>) up to a maximum of 15% of the annual CVSO grant amount. (e.g. Total Grant Amount \$7,500 = \$1,125 publicity items.)
--	--

VETERANS SERVICES

<p>Expenses related to the goal of reducing Veteran homelessness <i>(Must be pre-approved)</i></p>	<p>Staff expenses for new/increased staff or to fund staff that were previously hired utilizing this grant that provide direct services to veterans.</p>
<p>Training at local colleges – Includes all staff in CVSO Office and must relate to the position of CVSO. <i>(Must be pre-approved)</i></p>	<p>Travel expenses related to MACVSO / MDVA/ USDVA sponsored training events. <i>(Including transportation, lodging and registration fees)</i></p>
<p>Transportation expenses related to the transport of Veterans needing to access their benefits (Including van/vehicle purchases/lease for this primary purpose, maintenance, fuel, etc.)</p>	<p>Required NACVSO Accreditation/CEU/CVA Training – Must provide a “Certificate of Completion” after training. <i>(Transportation, Lodging and Registration)</i></p>
<p>Medical Expenses to pay for 2nd opinions on previously denied VA disability claims.</p>	<p>“Outreach” Expenses such as benefits fairs, town halls and seminars <u>are</u> allowed however the primary purpose of the event must be to provide information about Veterans benefits. <i>Refreshments & food over \$500.00 must be pre-approved)</i></p>
<p>Expenses related to the reintegration of returning service members (Including travel expenses to official reintegration events)</p>	<p>TRAINING * NACVSO Accreditation/CEU/CVA Training – Must provide a “Certificate of Completion” after training. (Transportation, Lodging and Registration)</p>
<p><u>Veteran Medallion Samples (VA Marker)</u> (three sizes) to display in the office <u>Veteran Cemetery Markers/Flag Holders</u> (Replacement of damaged/stolen MDVA supplied) <u>Veteran Cemetery Markers/Flag Holders</u> (New for Veterans not eligible for MDVA supplied)</p>	<p>*Training at local colleges – Includes all staff in CVSO Office and must relate to the position of CVSO/ACVSO. <i>(Must be pre-approved)</i></p> <p>Admin Staff Training MACVSO Assistant and Secretaries Conference</p> <p><i>* Allowed for CVSOs and ACVSOs who are qualified under MS 197.601.</i></p>
<p>Gift Cards (gas, food, bus, hotel etc.) All Gift Card purchases applied to a grant in a given year must be logged on the Gift Certificate Log and <u>be distributed to Veterans within the same grant period.</u></p>	<p>Employee Meals related to official travel for required training are allowable as specified in Chapter 15 – Expense Reimbursement per the State of Minnesota “Commissioner’s Plan” located at www.mn.gov/mmb Website.</p>
<p>Expenses related to the collaboration with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.</p>	
<p><i>Note: A detailed Account Activity Statement including 1) Veteran Name, 2) Total Dollars, 3) Payee info and 4) Description is required for the Final Closeout Report.</i></p>	

Also Approved:

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

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

Items Not Approved:

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

Attachment B

MDVA Grant Manual Rev. 3 (available on the MDVA Website - Grants Page:
<https://mn.gov/mdva/resources/federalresources/grants/>)

Attachment C – Section One

	A	B	C	D
1	CVSO Workplan & <i>proposed</i> Budget Expenditures Spreadsheet			
2	County Name:	_____		
3	CVSO Authorized Representative Name:	_____		
4	Project Name:	County Veterans Service Office Operational Enhancement Grant Program		
5	Legal Citation:	_____		
6	Period Covered by Request: FY2018 (July 1, 2017 - June 30, 2018)			
7	SECTION ONE - Workplan			
8	Please provide describe how the grant, including background and context (e.g. gaps in County funding, changes in Veteran population etc.)			
9	_____			

Sample

10	SECTION TWO - <i>proposed</i> Budget Expenditures Spreadsheet		
11	Instructions:		
12	Column B - Enter your proposed Budget Items		
13	Column C - Enter your <i>estimated</i>		
14	Column D - Subtotal by Budget		
15	<p>Budget Definitions</p> <p>Administration: In general, administration is defined as: general expenses such as the director's office, accounting, personnel, information management, and all other types of expenditures not included under the categories below. Do not include staff costs for case management or supervision of case management staff, or space/facility costs, unless incurred for a non-program specific purpose.</p> <p>Operations: Costs associated with the operation of the organization. Examples include rent, utilities, travel, marketing, etc. If this is a supportive services only project, operations/space costs are those incurred to pay for the space where supportive services are provided.</p> <p>Support Services: Costs associated with staff who provide case management and other support services to program participants, or management staff when involved in direct supervision of support services staff. Support services costs also include direct aid to participants, including transportation or costs associated with assisting participants.</p>		
16	Table I - Budget		
17	<i>The proposed Budget Expenditure Spreadsheet is pre-programmed to calculate totals.</i>		
18	Budget Category	Budget Item <small>(e.g. Publicity, Travel)</small>	Budget Amount
19	ADMINISTRATION		
20			
21			
22			\$ -
23	OPERATIONS		
24			
25			
26			
27			\$ -
28	SUPPORT SERVICES		\$ -
29			
30			
31	Column Total		\$ -

Attachment D – (Sections One & Two)

	A	B	C	D	E
1	CVSO Final Report and Budget Expenditure Report				
2	Grantee's Name: _____				
3	CVSO's Name: _____				
4	Project Name: <u>County Veterans Service Office Operational Enhancement Grant Program</u>				
5	Legal Citation: _____				
6	Period Covered by Request: <u>FY2018 (July 1, 2017 - June 30, 2018)</u>				
7					
8	SECTION ONE - CVSO Progress Report/Summary Statement				
9	<p>Grant Expenditure Summary Statement</p> <p>In 1-2 paragraphs, please describe the background/context for this years' CVSO grant expenditures. For instance:</p> <ul style="list-style-type: none"> • Do grant expenditures address a particular "gap" in services unique to your County? • Are grant expenditures related to new programming this year? • Has the County Veteran population changed? 				
10					
11					
12	SECTION TWO - CVSO Metrics				
13	1. Total number of Full-time (% FTE) CVSO Staff (filled): _____				
14	2. Total number of Full-time (% FTE) CVSO Staff (open): _____				
15	3. Total County CVSO Program Budget: _____				
16	4. Total Number Veteran/Family Office Visits: _____				
17	5. Total Number Veteran/Family Outreach Visits: _____				

Attachment D – (Section Three)

Table I - Original Budget SAMPLE.			
Budget Category	Budget Item (e.g. Publicity, Travel etc.)	Budget Amount (Original)	Budget Category Sub-Total
ADMINISTRATION	NEW CVSO Salary Expense	\$ 2,500.00	\$ 3,060.00
	Photo Copier Lease	\$ 560.00	
OPERATIONS	Advertising	\$ 1,575.00	\$ 2,780.00
	Equipment	\$ 421.00	
	Conference	\$ 784.00	
SUPPORT SERVICES	Veteran Events	\$ 1,660.00	\$ 1,660.00
Column Total		\$ 7,500.00	\$ 7,500.00

Table II - Budget Expenditures Spreadsheet (FY2018) SAMPLE				
Budget Category	Budget Item	*Page #	Itemized Expenditures (e.g. Receipts)	TOTAL EXPENDITURES by Budget Item
			FY2018	Total
ADMINISTRATION	NEW CVSO Salary Expense	4 - 8	\$ 2,815.00	\$ 3,293.32
	Photo Copier Lease	9 - 12	\$ 478.32	
OPERATIONS	Advertising - Star Tribune	13-16	\$ 543.00	\$ 3,114.80
	Advertising - Pioneer Press	17 - 21	\$ 389.12	
	Equipment (iPhone)	22 - 24	\$ 689.25	
	Conference (Cmdr Task Force)	25	\$ 86.94	
	Conference (Computer training)	26 - 30	\$ 386.68	
	Conference (NACVSO Conf. Deposit)	31	\$ 146.52	
	Conference (NACVSO Conf.)	32 - 38	\$ 873.29	
SUPPORT SERVICES	Veteran Events (Aug 16 - refreshments)	39 - 41	\$ 350.00	\$ 851.26
	Veteran Events Nov 4 - Conference Center)	42 - 46	\$ 501.26	
Column Total			\$ 7,259.38	\$ 7,259.38
Amount Owed to the State			\$ (240.62)	

Attachment E

County Budget EXAMPLE - County Veteran Service Office Program

Report ID: (ABA)E01 - ABC0-E Rev 9/27/2015
Run Date: 04/15/2016 5:11 AM

County of
Revenues and Expenses by Unit - Budget Vs Actual for BFY 2016
Thru Period: 3/2016

Page 1 of 3

Fund: 0800 - Human Services Fund		Dept: 0811 - VETERANS SERVICES			Unit: 1930 - Veterans Services					
Code	Object / Rev Source Name	Current Period			Year To Date			Budget Vs Actual		
		Encumbrances	Expenditures/Revenues	Total Obligations/Revenues	Encumbrances	Expenditures/Revenues	Total Obligations/Revenues	Current Budget	Amount Available	Percent Available
Expenses										
Appr: AA1 Salaries & Benefits										
0111	Full-Time Salaries		\$23,092.95	\$23,092.95	\$45,254.21	\$46,254.21	\$199,719	\$153,461.35	77.23 %	
0113	Overtime Salaries						\$0	\$0.00	0.00 %	
0116	On-Call						\$25,500	\$25,500.00	100.00 %	
0120	Vacation		\$2,101.79	\$2,101.79	\$5,280.13	\$6,280.13	\$0	\$4,280.13	0.00 %	
0121	Holiday				\$3,079.30	\$3,079.30	\$0	\$3,079.30	0.00 %	
0122	Sick Leave		\$445.04	\$445.04	\$1,100.85	\$1,100.85	\$0	\$1,100.85	0.00 %	
0124	Misc Non-Productive						\$0	\$0.00	0.00 %	
0140	Employee Recognition						\$45	\$45.00	100.00 %	
	Salary Expenses Subtotal:		\$25,639.79	\$25,639.79	\$54,714.49	\$54,714.49	\$24,281	\$18,546.27	76.40 %	
0100	Life Insurance				\$153.74	\$153.74	\$970	\$9,160.00	84.10 %	
0101	Health Insurance		\$1,950.50	\$1,950.50	\$11,703.00	\$11,703.00	\$32,894	\$20,851.04	64.00 %	
0152	Para-County Share		\$1,228.79	\$1,228.79	\$4,245.12	\$4,245.12	\$14,407	\$10,180.79	70.53 %	
0153	Fica-County Share		\$1,239.57	\$1,239.57	\$4,241.45	\$4,241.45	\$15,202	\$10,960.31	72.10 %	
0156	Other Post Emp Benefits						\$2,817	\$2,817.00	100.00 %	
0157	Benefits Administration				\$510.00	\$510.00	\$1,574	\$1,574.00	100.00 %	
0158	Dental Insurance		\$85.00	\$85.00	\$45.27	\$45.27	\$1,549	\$1,038.86	67.07 %	
0162	L/T Disability Ins						\$435	\$390.69	89.62 %	
	Appr AA1 Total:	\$6.00	\$30,141.66	\$30,141.65	\$0.00	\$76,614.87	\$76,614.07	\$293,879	\$218,254.82	74.27 %
Expenses										
Appr: AA2 Charges & Services										
0208	Staff Development				\$1,373.44	\$1,373.44	\$3,350	\$2,576.56	65.23 %	
0211	Telephone & Communications		\$129.81	\$129.81	\$404.50	\$404.50	\$2,000	\$1,595.50	79.78 %	
0212	Postage & Freight		\$200.24	\$200.24	\$912.73	\$912.73	\$3,300	\$2,987.27	81.43 %	
0222	Printing & Binding						\$400	\$400.00	100.00 %	
0231	Publishing & Advertising		\$382.00	\$382.00	\$382.00	\$382.00	\$100	\$1,202.00	120.20 %	
0232	Memberships & Dues				\$250.00	\$250.00	\$380	\$1,965.00	100.00 %	
0202	Equipment Repair & Maintenance						\$360	\$100.00	27.78 %	
0201	Insurance		\$182.34	\$182.34	\$407.02	\$407.02	\$1,996	\$1,408.88	70.51 %	
0410	Office Supplies & Stationery		\$119.72	\$119.72	\$119.72	\$119.72	\$1,200	\$1,080.28	90.02 %	
0441	Books & Periodicals						\$200	\$200.00	100.00 %	
0461	Gasoline Diesel & Other Fuels		\$233.74	\$233.74	\$500.18	\$500.18	\$9,352	\$8,791.82	94.01 %	
0464	Other Vehicle Repairs & Maint				\$107.07	\$107.07	\$2,300	\$2,192.83	95.24 %	
	Appr AA2 Total:	\$6.00	\$1,288.35	\$1,288.35	\$0.00	\$4,287.16	\$4,287.16	\$28,983	\$22,655.34	84.11 %
Expenses										
Appr: AA5 Computers, Equipment, & Furniture										
0815	Furniture & Equipment						\$0	\$0.00	0.00 %	
0811	Computer Equipment						\$0	\$0.00	0.00 %	
	Appr AA5 Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00	0.00 %	
Expenses										
Appr: AA6										
0111	Full-Time Salaries		\$5,385.50	\$5,385.50	\$12,750.31	\$12,750.31	\$59,081	\$47,130.88	78.71 %	
0120	Vacation		\$460.55	\$460.55	\$675.84	\$675.84	\$0	\$475.84	0.00 %	
0121	Holiday				\$1,003.92	\$1,003.92	\$0	\$1,003.92	0.00 %	
0124	Misc Non-Productive						\$0	\$0.00	0.00 %	
0140	Employee Recognition						\$15	\$15.00	100.00 %	
	Salary Expenses Subtotal:		\$5,836.05	\$5,836.05	\$14,430.07	\$14,430.07	\$59,896	\$48,685.60	78.91 %	
0100	Life Insurance				\$48.90	\$48.90	\$303	\$235.45	64.54 %	
0101	Health Insurance		\$320.50	\$320.50	\$1,871.80	\$1,871.80	\$0	\$1,911.80	0.00 %	
0152	Para-County Share		\$337.82	\$337.82	\$1,176.63	\$1,176.63	\$4,341	\$3,165.54	72.82 %	
0153	Fica-County Share		\$331.80	\$331.80	\$1,148.54	\$1,148.54	\$4,581	\$3,434.24	76.87 %	
0156	Other Post Emp Benefits						\$774	\$774.00	100.00 %	
0157	Benefits Administration						\$935	\$635.00	68.19 %	
0158	Dental Insurance		\$25.00	\$25.00	\$158.10	\$158.10	\$543	\$484.86	75.41 %	
0162	L/T Disability Ins				\$19.32	\$19.32	\$188	\$165.20	85.59 %	
	Appr AA6 Total:	\$0.00	\$7,852.18	\$7,852.08	\$0.00	\$18,808.66	\$18,808.66	\$71,249	\$62,310.43	73.49 %
Expenses										
Appr: AA2 Charges & Services										
0208	Staff Development				\$986.72	\$986.72	\$3,100	\$2,413.28	77.85 %	
0211	Telephone & Communications		\$33.51	\$33.51	\$71.65	\$71.65	\$0	\$71.65	0.00 %	
0216	Telephone Cards		\$25.02	\$25.02	\$52.04	\$52.04	\$313	\$280.85	83.37 %	
0232	Memberships & Dues				\$130.00	\$130.00	\$300	\$170.00	65.37 %	
0410	Office Supplies & Stationery				\$75.80	\$75.80	\$0	\$75.80	0.00 %	
	Appr AA2 Total:	\$0.00	\$93.53	\$93.53	\$0.00	\$1,015.91	\$1,015.91	\$9,713	\$2,697.59	73.64 %
Expenses										
Appr: AA9 Intra-Governmental										
6922	IG-TS		\$501.75	\$501.75	\$1,191.47	\$1,191.47	\$3,058	\$3,877.83	78.49 %	
6994	IG-Campus Rental		\$419.00	\$419.00	\$1,257.00	\$1,257.00	\$3,030	\$3,773.00	75.91 %	
	Appr AA9 Total:	\$0.00	\$1,220.75	\$1,220.75	\$0.00	\$2,448.47	\$2,448.47	\$10,099	\$7,650.83	75.78 %
Revenues										
Unit 1931 Expenses Total:		\$0.00	\$9,153.28	\$9,153.28	\$0.00	\$22,363.04	\$22,363.04	\$55,051	\$42,708.96	73.72 %
Revenues										
0180 Gifts & Contributions								\$34,025	\$34,025.00	100.00 %
Revenues										
Unit 1931 Revenues Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$2.80	\$0.00	\$34,025	\$34,025.00	100.00 %
Tax Levy:			\$4,353.01			\$12,759.82		\$91,038		
Total Revenues, including Tax Levy			\$4,353.01			\$12,759.82		\$91,038		
Net Surplus / (Usage)			(4,880.25)			(5,894.82)				
Revenues										
0807 IG-LEAP			\$978.00	\$978.00	\$978.00	\$978.00	\$3,912	\$2,934.00	75.00 %	
6901	IG-Central Services						\$1,000	\$1,000.00	100.00 %	
6962	IG-TS		\$2,810.03	\$2,810.03	\$4,831.24	\$4,831.24	\$15,206	\$10,374.78	68.23 %	
6964	IG-Campus Rental		\$1,288.00	\$1,288.00	\$3,774.00	\$3,774.00	\$19,091	\$11,317.00	74.99 %	
	Appr AA8 Total:	\$0.00	\$5,046.03	\$5,046.03	\$0.00	\$9,583.24	\$9,583.24	\$36,209	\$26,625.76	73.29 %
Revenues										
Unit 1930 Expenses Total:		\$0.00	\$36,446.03	\$36,446.03	\$0.00	\$88,434.47	\$88,434.47	\$386,071	\$286,585.23	74.67 %
Revenues										
4500 HVS - Vets Enhancement Grant						\$17,500.00	\$17,500.00	\$0	\$17,500.00	0.00 %
5110 Reserve Usage - LEAP								\$3,912	\$3,912.00	100.00 %
Revenues										
Unit 1930 Revenues Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$17,500.00	\$17,500.00	\$3,912	\$13,588.00	34.34 %
Tax Levy:			\$29,946.68			\$88,239.75		\$352,159		
Total Revenues, including Tax Levy			\$29,946.68			\$105,839.75		\$352,159		
Net Surplus / (Usage)			(7,095.43)			(6,665.28)				

ABSTRACT OF TAX ABATEMENTS

August 8, 2017

1. **RYAN & SHARLA HINTERMEISTER, Parcel Number 06.0682.000, Cushing Township**

The property owner stated she moved to Alaska in 2014. Therefore, the Residential Homestead on this parcel should have been removed for taxes payable in 2015, 2016 & 2017. The owner is aware she will have to pay back the tax difference for those 3 payable years. Correcting the taxes payable in **2015**, would increase the taxes from \$1,566.00 to \$1,758.00, an increase of \$192.00. Correcting the taxes payable in **2016**, would increase the taxes from \$1,524.00 to \$1,716.00, an increase of \$192.00. Correcting the taxes payable in **2017**, would increase the taxes from \$1,754.00 to \$1,952.00, an increase of \$198.00. This will be corrected for the 2017 assessment, taxes payable 2018. **Total Amount of Increase: \$582.00. Recommend Approval.**

Abstract of Tax Abatements (Continued)

Page 2

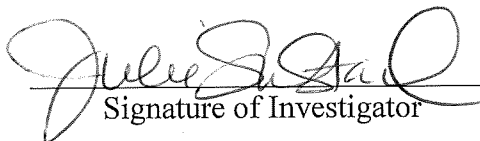
August 8, 2017

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

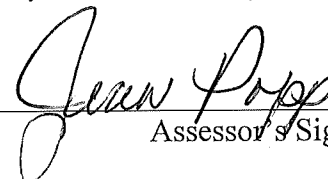
August 8, 2017
Date

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

August 8, 2017

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

XX Approved _____ Denied

I certify that at a meeting held August 8, 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

8/8/17

Date



**MCPW
Project Bid Abstract**

Project Name: CSAH 12 BRIDGE 49515
Client: Morrison County
Bid Opening: 07/27/2017 10:00 AM

Contract No.: 278
Project No.: SAP 049-612-009
Owner: Morrison County

Line No.	Item	Units	Quantity	Engineers Estimate		MARVIN TRETTER INC		LANDWEHR CONSTRUCTION		MIDWEST CONTRACTING	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2013.609 HAUL & DISPOSAL OF NON-HAZARDOUS WASTE	TON	100	\$150.00	\$15,000.00	\$140.00	\$14,000.00	\$92.00	\$9,200.00	\$75.00	\$7,500.00
2	2021.501 MOBILIZATION	LS	1	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$35,000.00	\$35,000.00
3	2051.501 MAINT & RESTORATION OF HAUL ROADS	LS	1	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$1,600.00	\$1,600.00	\$1.00	\$1.00
4	2101.511 GRUBBING	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,145.00	\$2,145.00	\$250.00	\$250.00
5	2104.505 REMOVE BITUMINOUS PAVEMENT	S Y	180	\$6.00	\$1,080.00	\$3.00	\$540.00	\$3.00	\$540.00	\$3.00	\$540.00
6	2104.509 REMOVE CONCRETE ANCHOR BLOCK	EACH	4	\$100.00	\$400.00	\$100.00	\$400.00	\$270.00	\$1,080.00	\$200.00	\$800.00
7	2104.521 SALVAGE GUARDRAIL	L F	100	\$10.00	\$1,000.00	\$7.35	\$735.00	\$8.10	\$810.00	\$8.00	\$800.00
8	2104.523 SALVAGE SLOTTED RAIL TERMINAL	EACH	4	\$400.00	\$1,600.00	\$450.00	\$1,800.00	\$475.00	\$1,900.00	\$425.00	\$1,700.00
9	2105.522 SELECT GRANULAR BORROW (CV)	C Y	1590	\$10.00	\$15,900.00	\$8.50	\$13,515.00	\$12.00	\$19,080.00	\$15.00	\$23,850.00
10	2105.601 DEWATERING	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,950.00	\$3,950.00	\$5,000.00	\$5,000.00
11	2105.601 TEMPORARY STREAM DIVERSION SYSTEM	LS	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$23,200.00	\$23,200.00	\$7,500.00	\$7,500.00
12	2105.604 GEOTEXTILE FABRIC TYPE V	S Y	844	\$2.00	\$1,688.00	\$3.00	\$2,532.00	\$1.40	\$1,181.60	\$4.00	\$3,376.00
13	2118.502 AGGREGATE SURFACING (LV), CLASS 1	C Y	80	\$25.00	\$2,000.00	\$32.00	\$2,560.00	\$36.00	\$2,880.00	\$30.00	\$2,400.00
14	2123.610 CRAWLER MOUNTED BACKHOE	HOUR	2	\$200.00	\$400.00	\$185.00	\$370.00	\$195.00	\$390.00	\$225.00	\$450.00
15	2215.501 FULL DEPTH RECLAMATION	S Y	1250	\$5.00	\$6,250.00	\$5.50	\$6,875.00	\$6.80	\$8,500.00	\$6.00	\$7,500.00
16	2357.502 BITUMINOUS MATERIAL FOR TACK COAT	GAL	140	\$5.00	\$700.00	\$3.50	\$490.00	\$3.40	\$476.00	\$3.00	\$420.00
17	2360.501 TYPE SP 9.5 WEARING COURSE MIX (2.B)	TON	410	\$80.00	\$32,800.00	\$65.00	\$26,650.00	\$71.00	\$29,110.00	\$64.00	\$26,240.00
18	2412.511 12X8 PRECAST CONCRETE BOX CULVERT	L F	114	\$860.00	\$98,040.00	\$825.00	\$94,050.00	\$780.00	\$88,920.00	\$1,050.00	\$119,700.00
19	2412.511 12X9 PRECAST CONCRETE BOX CULVERT	L F	57	\$950.00	\$54,150.00	\$900.00	\$51,300.00	\$810.00	\$46,170.00	\$1,100.00	\$62,700.00
20	2412.512 12X8 PRECAST CONCRETE BOX CULV END SECT	EACH	4	\$12,650.00	\$50,600.00	\$12,000.00	\$48,000.00	\$10,045.00	\$40,180.00	\$17,000.00	\$68,000.00
21	2412.512 12X9 PRECAST CONCRETE BOX CULV END SECT	EACH	2	\$17,750.00	\$35,500.00	\$14,000.00	\$28,000.00	\$18,175.00	\$36,350.00	\$20,000.00	\$40,000.00
22	2442.501 REMOVE EXISTING BRIDGE	LS	1	\$25,000.00	\$25,000.00	\$5,500.00	\$5,500.00	\$5,365.00	\$5,365.00	\$5,000.00	\$5,000.00
23	2451.607 CRUSHED ROCK (CV)	C Y	554	\$50.00	\$27,700.00	\$35.00	\$19,390.00	\$27.00	\$14,958.00	\$38.00	\$21,052.00
24	2501.501 CULVERT EXCAVATION CLASS U	C Y	2140	\$5.00	\$10,700.00	\$6.00	\$12,840.00	\$9.50	\$20,330.00	\$2.00	\$4,280.00
25	2511.501 RANDOM RIPRAP CLASS III	C Y	180	\$55.00	\$9,900.00	\$55.00	\$9,900.00	\$61.00	\$10,980.00	\$57.00	\$10,260.00
26	2511.515 GEOTEXTILE FILTER TYPE VII	S Y	360	\$5.00	\$1,800.00	\$4.00	\$1,440.00	\$2.10	\$756.00	\$4.00	\$1,440.00
27	2520.501 LEAN MIX BACKFILL	C Y	32	\$150.00	\$4,800.00	\$125.00	\$4,000.00	\$150.00	\$4,800.00	\$135.00	\$4,320.00
28	2554.501 TRAFFIC BARRIER DESIGN B8338	L F	300	\$21.00	\$6,300.00	\$19.00	\$5,700.00	\$21.00	\$6,300.00	\$19.00	\$5,700.00
29	2554.602 GUARDRAIL POST SEAT	EACH	14	\$200.00	\$2,800.00	\$235.00	\$3,290.00	\$251.00	\$3,514.00	\$225.00	\$3,150.00
30	2554.602 INSTALL SLOTTED RAIL TERMINAL	EACH	4	\$400.00	\$1,600.00	\$1,050.00	\$4,200.00	\$1,150.00	\$4,600.00	\$1,025.00	\$4,100.00
31	2554.603 INSTALL GUARDRAIL	L F	150	\$20.00	\$3,000.00	\$10.50	\$1,575.00	\$11.50	\$1,725.00	\$10.00	\$1,500.00
32	2563.601 TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$2,575.00	\$2,575.00	\$2,800.00	\$2,800.00
33	2573.502 SILT FENCE, TYPE MS	L F	875	\$2.00	\$1,750.00	\$2.10	\$1,837.50	\$2.25	\$1,968.75	\$2.00	\$1,750.00
34	2573.505 FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	100	\$20.00	\$2,000.00	\$18.00	\$1,800.00	\$18.00	\$1,800.00	\$20.00	\$2,000.00
35	2573.510 WATER TREATMENT	LS	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$1,275.00	\$1,275.00	\$3,500.00	\$3,500.00
36	2574.508 FERTILIZER TYPE 3	LB	200	\$2.00	\$400.00	\$0.70	\$140.00	\$0.80	\$160.00	\$1.00	\$200.00
37	2574.525 COMMON TOPSOIL BORROW	C Y	100	\$20.00	\$2,000.00	\$24.00	\$2,400.00	\$22.00	\$2,200.00	\$10.00	\$1,000.00
38	2574.578 SOIL BED PREPARATION	ACRE	1	\$250.00	\$250.00	\$125.00	\$125.00	\$140.00	\$140.00	\$125.00	\$125.00
39	2575.501 SEEDING	ACRE	1	\$300.00	\$300.00	\$500.00	\$500.00	\$560.00	\$560.00	\$500.00	\$500.00
40	2575.502 SEED MIXTURE 21-111	LB	100	\$2.00	\$200.00	\$1.00	\$100.00	\$1.10	\$110.00	\$1.00	\$100.00
41	2575.502 SEED MIXTURE 25-131	LB	40	\$2.50	\$100.00	\$3.00	\$120.00	\$3.30	\$132.00	\$3.00	\$120.00
42	2575.502 SEED MIXTURE 25-142	LB	50	\$5.00	\$250.00	\$3.50	\$175.00	\$3.60	\$180.00	\$4.00	\$200.00
43	2575.523 EROSION CONTROL BLANKETS CATEGORY 3N	S Y	700	\$2.00	\$1,400.00	\$2.10	\$1,470.00	\$2.25	\$1,575.00	\$2.00	\$1,400.00
44	2575.560 HYDRAULIC BONDED FIBER MATRIX	LB	3500	\$1.20	\$4,200.00	\$1.60	\$5,600.00	\$1.70	\$5,950.00	\$1.50	\$5,250.00
45	2582.502 4" SOLID LINE EPOXY	L F	350	\$2.00	\$700.00	\$1.10	\$385.00	\$3.60	\$1,260.00	\$2.00	\$700.00
46	2582.502 6" SOLID LINE EPOXY	L F	700	\$2.00	\$1,400.00	\$1.20	\$840.00	\$3.70	\$2,590.00	\$2.00	\$1,400.00
47	2582.502 4" BROKEN LINE EPOXY	L F	70	\$2.00	\$140.00	\$1.10	\$77.00	\$3.60	\$252.00	\$2.00	\$140.00
Totals for Project SAP 049-612-009					\$478,798.00		\$398,222.50		\$422,718.35		\$495,714.00
% of Estimate for Project SAP 049-612-009							-16.83%		-11.71%		3.53%

I hereby certify that this is an exact reproduction of bids received.

Certified By: _____ License No. _____
 Date: _____

MORRISON COUNTY
RESOLUTION # 2017-004
AWARD OF CONTRACT

WHEREAS: On Thursday, July 27, 2017, at 10:00 A.M., the following contractors:

Landwehr Construction
Marvin Tretter, Inc.
Midwest Contracting

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

SAP 049-612-009
 CONTRACT NO. 278

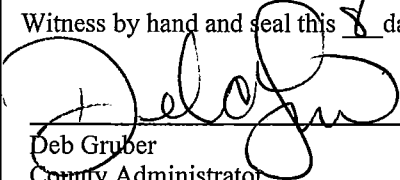
WHEREAS: The bid of Marvin Tretter, Inc. in the amount of \$ 398,222.50 appeared to be the lowest responsible bid received.

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

STATE OF MINNESOTA }
 COUNTY OF MORRISON }

I, Deb Gruber, County Administrator, Morrison County, Minnesota hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office of Morrison County in Little Falls, Minnesota as stated in the minutes of the proceedings of said board at a meeting duly held on this 8 day of August, 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 8 day of Aug, 2017.



 Deb Gruber
 County Administrator

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

**LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)
GRANT AGREEMENT**

SAP 049-612-009

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2017 Chapter 8, HF 5. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

Morrison County
213 SE 1st Avenue
Little Falls MN 56345
Contact: Steve Backowski

2. Project(s):

Name of Project (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SAP 049-612-009 New Bridge 49J85	\$ 153,483.50	\$ 244,739.00	12/31/2017

3. Total Amount of LBRP Grant for all projects under this Agreement: \$ 153,483.50
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:


Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Completion Schedule
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any: None

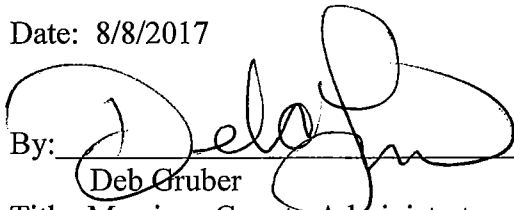
6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

By: 
Mike Wilson
Title: Morrison County Board Chair

Date: 8/8/2017

By: 
Deb Gruber
Title: Morrison County Administrator

Date: 8/8/2017

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance

By: _____

Title: State Aid Program Engineer

Date: _____

Office of Financial Management, Grant Unit

By: _____
Agency Grant Supervisor

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____
Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE
SAP 049-612-009

(Complete a different schedule for each project. For the first project label it A-1; for the second project label it A-2; etc.)

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LBRP	
LBRP Grant	\$ 153,483.50	Grant Funds:	
		50% OF Participating Items	\$ 153,483.50
Other:		_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
Subtotal	\$ 153,483.50	Subtotal	\$ 153,483.50
Public Entity Funds:		Items paid for with Non-LBRP Grant Funds:	
Matching Funds	\$ 244,739.00	Non-Participating Items	\$ 244,739.00
Other:		And 50% of Participating Items	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	Subtotal	\$ 244,739.00
Subtotal	\$ 244,739.00		
TOTAL FUNDS	\$ 398,222.50	TOTAL PROJECT COSTS	\$ 398,222.50

EXHIBIT B

PROJECT COMPLETION SCHEDULE

(Provide a different schedule for each project. Label each project to correspond with the project as listed in Exhibit A; e.g., B-1, B-2, etc.)

SAP 049-612-009

Contract Starting Date: August 21, 2019

Construction Completion Date: October 27, 2017

Project Completion Date: December 31, 2017

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION
(Complete only one Certification for all projects)
SAP 049-612-009

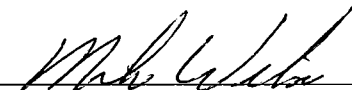
State of Minnesota
General Obligation Bond Financed Property

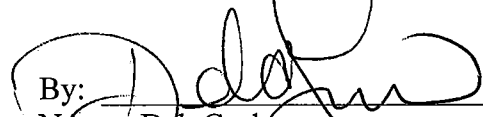
The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County of Morrison, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20__; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: August 8, 2017

Morrison County, a political subdivision of the
State of Minnesota

By: 
Name: Mike Wilson
Title: Morrison County Board Chair

By: 
Name: Deb Gruber
Title: Morrison County Administrator

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

(Insert a narrative or graphic description of the Restricted Property for each project. Label each project to correspond with the project as listed in Exhibit A; e.g., C-1, C-2, etc. It need not be a legal description if a legal description is unavailable.)

That part of the SE ¼ of the SE ¼, Section 3 and NE ¼ of the NE ¼, Section 10, all in Township 128 North, Range 31 West, County of Morrison, Minnesota, limited by the following station and offset limits and in accordance with the center line of County State Aid Highway 12, as defined on the construction plan for Project SAP 049-612-009 on file in the Public Works Office in said Morrison County.

- Centerline station 199+50 to station 200+50, offset left 60 feet
- Centerline station 200+50 to station 202+50, offset left 125 feet
- Centerline station 202+50 to station 203+00, offset left 70 feet
- Centerline station 199+50 to station 200+50, offset right 60 feet
- Centerline station 200+50 to station 202+50, offset right 125 feet
- Centerline station 202+50 to station 203+00, offset right 50 feet

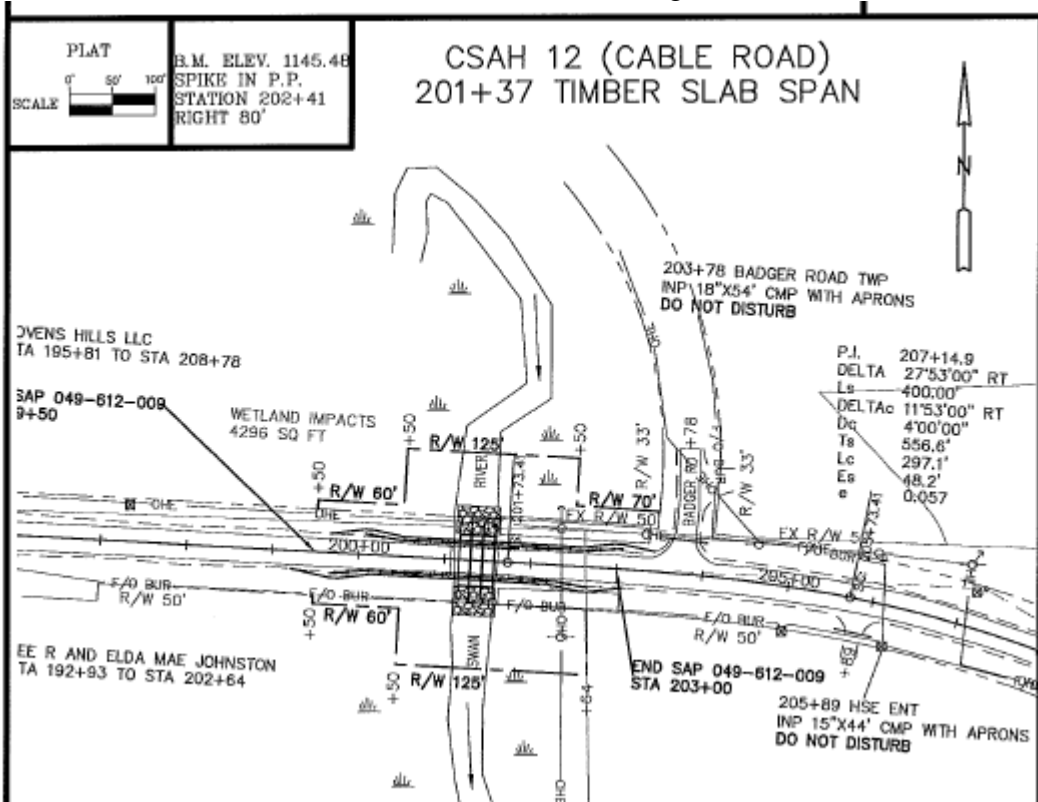


EXHIBIT D

GRANT APPLICATION

(Attach the grant application for each project and label each application to correspond with the projects listed in Exhibit A; e.g., D-1, D-2, etc.)

MnDOT 30809(11/2014)



APPLICATION FOR BRIDGE FUNDS
 State of Minnesota - Department of Transportation
 State Aid for Local Transportation

Identification	Project Number	SAP 049-612-009	Old Bridge Number	49515	
	New Bridge No.	TBD	Over	Swan River	
	County of	Morrison	Road or Street No.	CSAH 12	
	Township of	Swanville	Road or Street Name	Cable Road	
	Municipality of		Proposed Const Year	2016	
	Does the municipality have a population of 5,000 or less? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Eligibility	Bridge Sufficiency Rating	57.0	Is this bridge hydraulically deficient? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	Adequacy Status from Structure Inventory	<input checked="" type="checkbox"/> Structurally Deficient <input type="checkbox"/> Functionally Obsolete <input type="checkbox"/> Adequate			
	Date of Council/Board action prioritizing this bridge	12/1/2015			
Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Prioritization	How many people are affected by this deficiency? 1000		What is the ADT on this bridge? 660		
	Describe the economic importance of replacing this bridge.				
	CSAH 12 directly serves cities of Swanville and Sobieski with a major collector route. Detouring traffic by closing bridge would place an economic burden for freight haulers and commuters.				
	Is the road designated or planned to be designated as a Minimum Maintenance road?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	(Attach additional sheets for explanation if necessary)				
	Is the township net tax capacity less than \$300,000?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Is the bridge listed on the National Register of Historic Places or been determined to be eligible? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
National Register of Historic Places link here: http://www.nps.gov/history/nr/research/					
Cost Estimate		Eligible Amount		Ineligible Amount	
	Structure Costs	\$450,000	\$		
	Approach Costs	\$	\$130,000		
	Engineering Costs	\$10,000	\$10,000		
	Total Costs	\$460,000	\$140,000		
Total Project Cost		\$ 600,000			
County/City Engineer Date 1-11-16					
DSAE	DISTRICT STATE AID ENGINEER RECOMMENDATION				
	Replace <input checked="" type="checkbox"/>	Defer <input type="checkbox"/>	District State Aid Engineer Signature Date 3/25/16		
Approval	STATE AID USE ONLY				
		Federal-Aid	\$		
		State-Aid	\$		
		Local/Other	\$		
		Town Bridge	\$		
		Unallocated Town Bridge	\$		
	State Bridge Funds	\$			
	Total	\$			

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS (Applicable to each project.)

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LBRP Grant” - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LBRP” - means the Local Bridges Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LBRP Grant” - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

“Public Entity” - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) preliminary engineering and environmental studies authorized under Minn. Stat. Sec. 174.50, subdiv. 6a, (iii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iv) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

**RESOLUTION
For Agreement to State Transportation Fund
Local Bridge Replacement Program
Grant Terms and Conditions
SAP 049-612-009
Contract No. 278**

WHEREAS, Morrison County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No. 49J85 and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

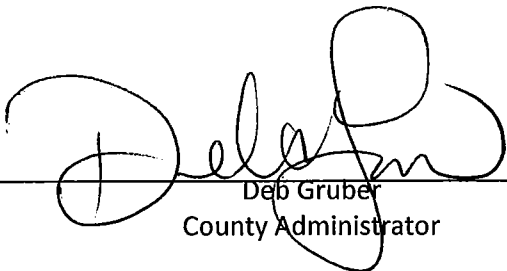
WHEREAS, the amount of the grant has been determined to be \$ 153,483.50 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Morrison County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, clause (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. The proper county officers are authorized to execute a grant agreement with the Commissioner of Transportation concerning the above-referenced grant.

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 8 day of AUGUST, 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 _____ day of _____, 20____.



Deb Gruber
County Administrator

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

Section 2.04 **Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity may have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 **Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 **Public Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented

by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.50 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LBRP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

**Article III
COMPLIANCE WITH MINN. STAT. SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.
- B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the

matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (i) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The Public Entity has supplied to MnDOT all other items that MnDOT may reasonably require.

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be

needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.50 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 Liability. The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter

466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 Relationship of the Parties. Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Patti Loken, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 Assignment or Modification. Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 Waiver. Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.17 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.18 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.20 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with

respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.21 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. Secs. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.22 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.23 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Governor's Executive Order 08-01 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

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