



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

JANUARY 8, 2019

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The meeting was held in the Council Chambers, City Hall, Little Falls MN, and was called to order at 9:00a.m. by Deb Gruber, Clerk to the County Board.

Members present: Commissioners Randy Winscher, Jeff Jelinski, Greg Blaine, Mike LeMieur and Mike Wilson.

Staff present: Deb Gruber, Tabitha Maher, Chelsey Robinson, Brian Middendorf, Shawn Larsen, Jason Worlie, Eileen Holtberg, Amy Kowalzek, and Steve Backowski.

Others present: Mark Slupe, Tyler Jensen, Chuck Zwilling, Randy Swan, Tyler Robinson, Ron Rivetts, and Andrea Rivetts.

ELECTION OF BOARD CHAIRMAN

The Clerk to the County Board called for nominations for the 2019 County Board Chairman. Commissioner LeMieur nominated Commissioner Winscher, the Clerk to the Board called for nominations three times. A motion was made by Commissioner LeMieur, seconded by Commissioner Wilson and carried unanimously with all Commissioners voting 'aye', to close nominations and cast a unanimous ballot for Commissioner Winscher to serve as the 2019 Board Chairman.

ELECTION OF BOARD VICE CHAIR

The Clerk to the County Board called for nominations for the 2019 County Board Vice-Chairman. Commissioner Jelinski nominated Commissioner LeMieur, the Clerk to the Board called for nominations three times. A motion was made by Commissioner Jelinski, seconded by Commissioner Wilson and carried unanimously with all Commissioners voting 'aye', to close nominations and cast a unanimous ballot to elect Commissioner LeMieur as the 2019 Vice-Chairman.

APPROVAL OF COUNTY BOARD MINUTES

A motion was made by Commissioner LeMieur, seconded by Commissioner Blaine and carried unanimously approve the Morrison County Board of Commissioner Minutes for December 31, 2018.

AGENDA CHANGES

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

ICE FEST

Commissioner Winscher, Board Chairman, asked for public comment at 9:17am.

Randy Swan of Little Falls, asked two questions: 1) How is anyone able to put up cones restricting public fishing in the area, and 2) Why can't the event be moved to another location such as the Mississippi River?

Commissioner Winscher closed the public comment at 9:19am.

A motion was made by Commissioner LeMieur, seconded by Commissioner Wilson and carried unanimously approve the large assembly license for the Pay it Forward Foundation to hold ICE Fest January 12 & 13, 2019 on Green Prairie Fish Lake waiving the following ordinances:



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

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Section 5.Sub. 1 – Application must be submitted 60 days prior to event,

Section 7. Sub. 1 – All license holders shall obtain a \$10,000 Bond payable to Morrison County

Section 5. Sub 4. E, 11. – At least one telephone connected to an outside line to be available for emergency use at all times

Section 5. Sub 4. E, 2. - A fence or barrier completely enclosing the proposed location of sufficient height and strength

Revised Insurance is coming Tuesday to include Morrison County as an additional insured.

APPROVAL OF ANNUAL RESOLUTIONS

A motion was made by Commissioner Jelinski, seconded by Commissioner Blaine and carried unanimously to approve the 2019 Resolution#2019-001 Travel Policy, Resolution#2019-002 Committee Meeting Attendance Payment for Citizens, Resolution#2019-003 Public Meeting Notices, Citizens Committee Appointments, Commissioner Committee Appointments, Resolution#2019-004 Mileage Reimbursement, Resolution#2019-005 Elected Officials Salaries.

BIDS FOR LEGAL PRINTING

Minnesota Statutes Chapter 375.12 require the annual letting of bids for publication of official proceedings of the County Board and similar statutes require the publication of delinquent tax lists, County Financial Statements and local transportation project bids and advertisements. The County received only one response to the bid request, from the Morrison County Record, the Administrator opened the bid and reported the response.

A motion was made by Commissioner LeMieur, seconded by Commissioner Wilson and carried unanimously to accept the bid for Legal Printing Resolution#2019-006 submitted by the Morrison County Record and the same is hereby designated by the Board and the County of Morrison and the State of Minnesota as the newspaper in which the official proceedings of said Board, shall be published. The Morrison County Record shall be designated for all legal printing for the county for the year 2019. The line rate will be \$.91 per line and the display ad rate \$7.60 per column inch.

SOCIAL SERVICES REPORT

A motion was made by Commissioner LeMieur, seconded by Commissioner Wilson and carried unanimously to approve Morrison County Social Services Director to sign the grant agreement on behalf of Morrison County to receive \$33,727.66 in grant funds to support respite services for children receiving mental health services with Morrison County.

A motion was made by Commissioner Jelinski, seconded by Commissioner Blaine and carried unanimously to approve the Screening Grant Agreement between the State of Minnesota Department of Human Services and Morrison County Social Services to receive \$12,836. Grant funds will be used reimburse for services that are not covered by health insurance for those individuals receiving services through Morrison County Social Services.

A motion was made by Commissioner Blaine, seconded by Commissioner Jelinski and carried unanimously to approve an additional Social Services Supervisor. During the 2019 budgeting discussions, Social Services requested to add an additional Supervisor in the budget. Budget was approved and am



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

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now requesting to fill the position. Position was submitted to TRIAD Consulting for a grade rating and was determined to be a grade 34.

PUBLIC HEALTH REPORT

A motion was made by Commissioner Blaine, seconded by Commissioner LeMieur and carried unanimously to appoint Donna Wenz, District 5, as member to the Morrison County Public Health Advisory Committee.

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

Ronald W. Nieken Business Trade Name: RJ's Meats Address: 36929 HWY 27, Hillman, MN

CORRECTIONS REPORT

A motion was made by Commissioner Blaine, seconded by Commissioner Jelinski and carried unanimously to approve out of state travel to the 2019 American Probation and Parole Conference: March 10th-13th in Miami.

LAND SERVICES REPORT

The County Board considered the Conditional Use Permit request for Lakeside Properties Group LLC to expand the existing resort by adding two additional rental units within the lodge building, for a total of 4 rental units within the lodge and 14 campsites, including conditions; per recommendation from the Morrison County Planning Commission on December 26, 2018. A motion was made by Commissioner LeMieur, seconded by Commissioner Wilson and carried unanimously to adopt the conditions, proposed findings of fact, and the Conditional Use Permit. A copy of the findings of fact and decision are attached to these minutes.

AUDITOR/TREASURER REPORT

A motion was made by Commissioner Jelinski, seconded by Commissioner Blaine and carried unanimously to authorize Chelsey Robinson and Randy Winscher as the designated signers for the county disbursements - Pine Country Bank checking account and allow Deborah Symanietz as an additional signer.

WARRANTS

A motion was made by Commissioner Wilson, seconded by Commissioner Blaine to approve the following Resolution:

WHEREAS, the Morrison County Board of Commissioners have reviewed the list of County Board Warrants, with Manual and Auditor Warrants;

NOW THEREFORE, BE IT RESOLVED, that the list of County Board Warrants on file in the Auditor/Treasurer's Office for January 8th, 2019 be approved for payment:

REVENUE	\$	179,636.12
PUBLIC WORKS	\$	14,176.80
SOCIAL SERVICE	\$	73,338.91



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SOLID WASTE	\$	95.84
PARKS FUND	\$	24.16
LOCAL COLLABORATIVE	\$	1,581.39
TOTAL	\$	268,853.22

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

PUBLIC WORKS REPORT

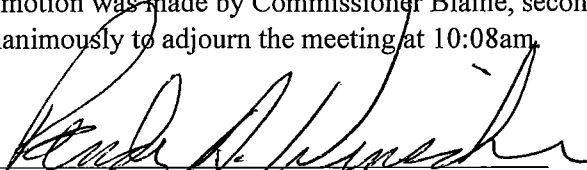
A motion was made by Commissioner Blaine, seconded by Commissioner LeMieur and carried unanimously to approve Resolution#2019-007 revising the town road allotment distribution guidelines.

COUNTY BOARD REPORTS AND SCHEDULE

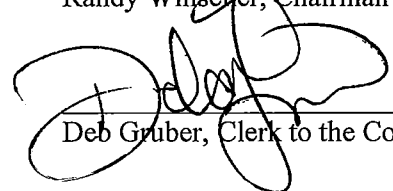
Members of the County Board reported on various meetings they have attended and on their upcoming schedule of meetings with various organizations.

ADJOURNMENT

A motion was made by Commissioner Blaine, seconded by Commissioner Wilson and carried unanimously to adjourn the meeting at 10:08am.



Randy Winscher, Chairman



Deb Gruber, Clerk to the County Board

DATE: 1-8-2019

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

PLEASE SIGN IN

NAME

ADDRESS/REPRESENTING

Mark Slupe

GRTV Channel 180

Tyler Robinson

1202 8th Ave SW Little Falls

Ron Rivetts

11226 150th Ave Little Falls

Andrea Rivetts

11226 150th Ave Little Falls

Morrison County
Elected Officials and Department Heads
Travel Policy 2019
Resolution #2019- 001

Whereas, Morrison County realizes that it is necessary to keep up on new legislation, and other new policies that will improve the operations of Morrison County and,

Whereas, it is also necessary to continue training and education in order to be able to continue providing good service for the taxpayers of Morrison County.

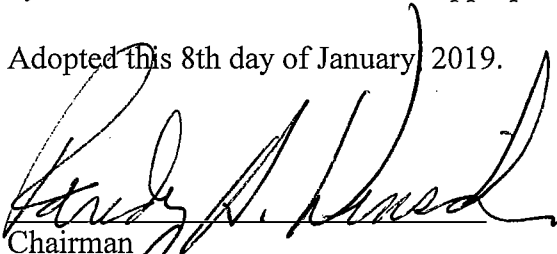
Therefore, The Morrison County Board of Commissioners authorize, subject to budget restrictions, out of state travel for Elected Officials and Department Heads to attend the following:

- NACO Annual Conference
- NACO Annual Legislative Conference
- Washington D.C., when necessary to lobby for legislation affecting Morrison County, to protect the interest of the county
- Travel required when serving on a NACO approved committee
- Meetings in adjacent states
- Seminars directly related to the officials job duties

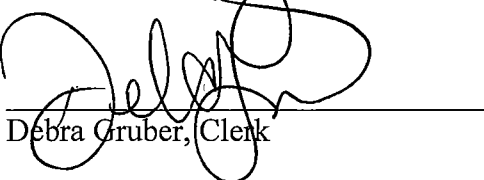
Morrison County will pay for reasonable travel costs to and from the approved site. All other costs will follow the established travel policy as listed in the Morrison County Personnel Policy and/or the applicable IRS Code.

The County Board will review any request other than those listed above and if there is not sufficient time prior to the next board meeting to review, then it will be reviewed by the chair and vice-chair and if appropriate they may authorize the necessary travel.

Adopted this 8th day of January 2019.



Chairman
Morrison County Board of Commissioners



Debra Gruber, Clerk

(seal)

**MORRISON COUNTY
 COMMITTEE MEETING ATTENDANCE PAYMENT FOR CITIZENS
 RESOLUTION #2019 -002**

BE IT RESOLVED that the Morrison County Board of Commissioners hereby establish the committee meeting attendance payment for all citizens appointed to serve on various committees designated to receive said payment as follows for 2019:

- Morrison County Board of Adjustments - \$75.00 per meeting
- Morrison County Planning Commission - \$75.00 per meeting
- All other County Board appointed committees (including the Morrison County Trails Committee) \$50.00 per meeting

No more than one payment will be made per day to any Committee member.

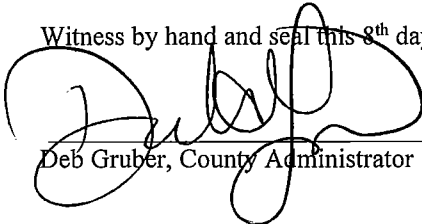
Adopted this 8th day of January, 2019.

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 8th day of January, 2019, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

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

Witness by hand and seal this 8th day of January, 2019.



 Deb Gruber, County Administrator

**MORRISON COUNTY
PUBLIC MEETING NOTICES
RESOLUTION #2019 - 003**

WHEREAS, THE Morrison County Board of Commissioners, carrying out their functions during the year of 2019, will hold numerous and varied meetings to consider the business of Morrison County Government in various places in and about Morrison County; and

WHEREAS, it is the express intent of the Morrison County Board of Commissioners to hold such meetings in an open public forum; and

WHEREAS, it is the express intent of the Morrison County Board of Commissioners to provide notification of said meetings as prescribed by Minnesota Statute Chapter 13D,

NOW THEREFORE, BE IT RESOLVED, by the Morrison County Board of Commissioners that the County bulletin board, which is located in the public entry of the new Government Center be hereby designated as the public place for notification of all regular County Board of Commissioners Meetings;

BE IT FURTHER RESOLVED that all regular meetings of the County Board shall, in so far possible, be held in the Council Chambers at City Hall, in Little Falls, Minnesota until the County Board Room renovation in the Government Center Complex has been completed, on two Tuesdays of each month, beginning at approximately 9:00 a.m., with agendas having been prepared and distributed in advance of the meetings declaring the location and the approximate time schedule for call to order, consideration of agenda items and approximate time of recess or adjournment, and

BE IT FURTHER RESOLVED that the date, time, place, and purpose of all regular and special meetings of the County Board shall be electronically mailed at least three days in advance of the meeting to all persons who file a written or electronic mail request for notification of meetings, said request to be in effect for one year, and

BE IT FURTHER RESOLVED that in the event of need for an emergency meeting of the County Board within less than three days, notification may be provided to all persons requesting notification by electronic – mail as soon as reasonably practical after notification of County Board Members, and

BE IT FURTHER RESOLVED that all notifications of the various and sundry committees be electronically mailed to all persons who file a request for notification, said request to be in effect for one year, and

BE IT FURTHER RESOLVED that all persons requesting notification of regular or special County Board Meetings and their various and sundry committees designate an electronic mail address on their request to be used for this purpose,

FINALLY, BE IT RESOLVED that all meetings, seminars, or conferences attended by the Morrison County Board of Commissioners are open meetings for any person to attend at their own expense.

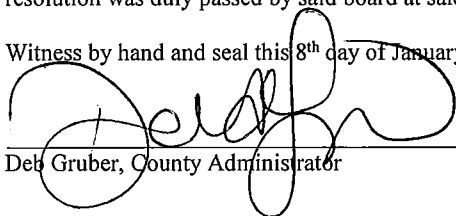
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Commissioner	Yes	No	Abs	Mot	2nd
Jelinski	X			X	
Blaine	X				X
Winscher	X				
Wilson	X				
LeMieur	X				

Witness by hand and seal this 8th day of January, 2019.



Deb Gruber, County Administrator

RESOLUTION #2019-004
 COUNTY BOARD MILEAGE REIMBURSEMENT

WHEREAS, Minnesota Statute 375.055 allows for reimbursement for necessary expenses in performing the duties of the office as set by resolution of the County Board; and

WHEREAS, Minnesota Statute 375.06 further explains the conditions reimbursement is allowed; and

WHEREAS; Minnesota Statute 375.163 allows for expenses of delegates to the Association of Minnesota Counties;

NOW THEREFORE, BE IT RESOLVED that the Morrison County Board of Commissioners follows the following schedule for reimbursement for mileage at the current IRS rate:

Allowable Meetings for Expense Reimbursement:

1. County Board meetings
2. County Committee meetings (when assigned as the representative or alternate)
3. Joint Powers Boards (when assigned as the representatives or alternate)
4. Meetings of Local Governments (cities, townships, school districts)
5. Meetings of AMC, NACO, MCIT and other County Associations
6. Meetings designated and approved by the County Board
7. Court/hearing or other appearances as necessitated by law
8. Training Sessions
9. Canvassing Board
10. Board of Equalization
11. Meetings for County created agencies (ex. Lake Improvement Districts, HRA, Rich Prairie Sewer and Water District etc.)
12. Planning Commission site visits

Meetings Not Allowed for Expense Reimbursements unless specified and approved by the County Board:

1. Meetings with constituents
2. Meetings or events with non-profit or community groups not formally assigned by the County Board (ex. Township Recycling Days, Take Back the Night, etc.)
3. Meetings with staff, Elected Officials or Department Heads
4. Social or Community organization meetings (Kiwanis, Lions, etc.)
5. Parades or Community celebrations (towns days, County fair, etc)
6. Board of Adjustment meetings or site visits

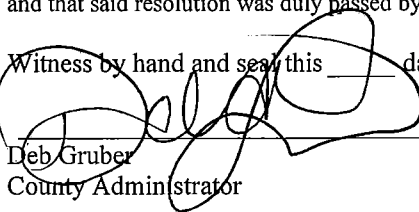
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Commissioner	Yes	No	Abs	Mot	2nd
Jelinski	X			X	
Blaine	X				X
Winscher	X				
Wilson	X				
LeMieur	X				

Witness by hand and seal this ____ day of _____.


 Deb Gruber
 County Administrator

RESOLUTION #2019 – 005
Setting the 2019 Salary of the
Morrison County Attorney, Auditor-Treasurer, Recorder and Sheriff

WHEREAS, the Morrison County Board of Commissioners is statutorily required to annually set the salary of the Morrison County Attorney, the Morrison County Auditor-Treasurer, the Morrison County Recorder and the Morrison County Sheriff (hereinafter collectively referred to as the Elected Officials); and

WHEREAS, the Elected Officials will be compensated according to the Morrison County pay plan in order to promote a uniform compensation system for the Elected Officials and the appointed employees of Morrison County; and

WHEREAS, such placement promotes continuity and uniformity within the County compensation system as part of this initial placement, and

WHEREAS, the applicable statutes provided that the County Board may not reduce the salary of the Elected Officials during the term for which the individual was elected or appointed; and\

WHEREAS, the County Board has reviewed the statutory criteria; and

WHEREAS, the County Board has determined that the continued application of the County's pay plan provides a great savings to the citizens of Morrison County than would be provided by strict consideration of the Statutory Criteria:

NOW, THEREFORE, BE IT RESOLVED by the Morrison County Board of Commissioners and Morrison County that the 2019 salary for the Elected Officials shall be establishes as follows:

County Attorney: Grade 43, Step 9 at the annual salary of \$130,344.05.

County Auditor-Treasurer: Grade 38, Step 1 at the annual salary of \$81,381.21.

County Recorder: Grade 33, Step 6 at the annual salary of \$81,381.21.

County Sheriff: Grade 42, Step 7 at the annual salary of \$120,464.06.

Adopted this 8th day of January 2019.


Randy Winscher, Chairman


Deb Gruber, Administrator

**MORRISON COUNTY
LEGAL PRINTING
RESOLUTION #2019-000**

WHEREAS, Minnesota Statutes Chapter 375.12, require the annual letting of bids for publication of official proceedings of the County Board and similar statutes require the publication of delinquent tax lists and County Financial Statements, and local transportation project bid advertisements; and

WHEREAS, the County Board of Commissioners of Morrison County evaluated all bids received,

NOW THEREFORE, BE IT RESOLVED, that the Morrison County Record be and the same is hereby designated by the Board of County Commissioners of the County of Morrison and State of Minnesota as the newspaper in which the official proceedings of said Board, the financial statements, and the list of real estate remaining delinquent in the County aforesaid shall be published, and that the Morrison County Record be designated for all legal printing for the County for the year 2016;

BE IT FURTHER RESOLVED, that the Morrison County Web Site be hereby designated as the official site for advertisements for bids on local transportation projects per Minnesota Statutes MS 331A.12.

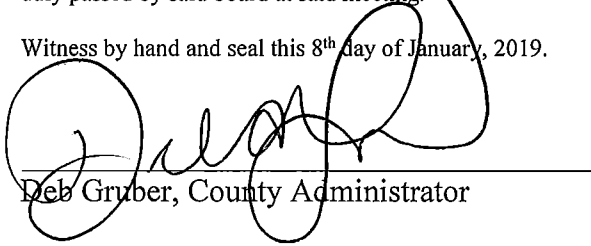
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STATE OF MINNESOTA }
COUNTY OF MORRISON }

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

Witness by hand and seal this 8th day of January, 2019.



Deb Gruber, County Administrator



216 S.E. 1st Street, Little Falls, MN 56345 • Phone: (320) 632-2345 • Fax: (320) 632-2348
www.mcrecord.com • mcr@mcrecord.com

December 24, 2018

BIDS FOR PUBLISHING LOCAL GOVERNMENT LEGAL ITEMS IN 2019

We respectfully submit the following bid for the publication of your legal items in 2019. It is the same rate quoted all government units within our legal jurisdiction. The maximum legal rate allowed by the State of Minnesota for the Record in 2019 is \$.30 per word or \$1.50 per line. Most, if not all, local governments with one legal newspaper are paying the maximum rate allowed by law. We are pleased that we can continue providing a savings from these maximum rates for our local units of government.

Our bid for 2019 is:

LINE RATE	.91 PER LINE	<i>JP</i>
DISPLAY AD RATE	\$7.60 PER COLUMN INCH	

We remind you that the Record continues to serve you with over 19,000 independently audited circulation that saturates Morrison County and points beyond. Our C.V.C. audit indicates that the publisher's delivery system reaches 97.8% of its defined market. The filed verification has a margin of error or plus/minus 1.3% at a 95% confidence level. As an added benefit, all legal advertising is posted on our award winning web site www.mcrecord.com at no additional charge. Our web site now has more than 38,993 unique visitors per month.

Bonding will be supplied as required upon bid approval.

Thank you for your consideration of our bid. If you have any questions, please contact Judy Espino at 320-632-2345.

Sincerely,

Carmen Meyer
General Manager

State of Minnesota Department of Human Services COUNTY Grant Contract

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Department of Human Services, the Division of Behavioral Health (the "STATE"), and Morrison COUNTY Social Services, 213 First Avenue SE, Little Falls, MN 56345, an independent contractor, not an employee of the State of Minnesota (the "GRANTEE").

Under Minnesota Statutes §§ 15.061 and 256.01, subd. 2, the STATE is empowered to enter into contracts to provide services and engage such assistance as deemed necessary to carry out its mission.

STATE is permitted to share information with GRANTEE in accordance with Minnesota Statutes, section 13.46.

The STATE is in need of the following services: Children's Mental Health Respite Care Services.

The GRANTEE represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the STATE.

NOW, THEREFORE, it is agreed:

1. GRANTEE'S DUTIES.

(a.) Design and provide planned and/or emergency children's mental health respite care services for eligible children and families. Respite care is short term care provided as a relief to person providing care or as a means of avoiding out of home placement. A child and family are eligible for this service is the child has an emotional disturbance, with or without a case manager. These services will include traditional and/or non-traditional children's mental health respite services. Traditional services can include hourly or overnight stays in a licensed foster home or with a qualified and approved family member or friend. Non-traditional services are innovative in nature. With funds provided through non-traditional services, the counties or tribes determine with the family methods to reduce family stress and decrease likelihood of out-of-home placement. To be eligible for these services, the child must be experiencing emotional disturbance. The child and their families and caregivers can or cannot have a case manager.

(b.) Meet periodically with STATE's authorized representative or their successor at Morrison County and/or virtually. The purpose of the periodic meetings will be to review implementation approaches, strategies and work plan and for the STATE to provide technical assistance and training to ensure the successful operationalization of children's mental health respite services. The frequency of meetings will be determined based upon need of both the GRANTEE, State and on an ongoing basis.

(c.) Provide STATE with information related to all children and families that receive children's mental health respite care services. Minimally the GRANTEE will track and report the following outcomes:

- Number of children served
 - Number of families served
 - Age of each child
 - Number of Hourly stays (including number of hours)
 - Number of overnight stays
 - Identify if children’s mental health respite services provided are traditional or non-traditional
- For those children that Morrison County provides mental health targeted case management, respite care need(s) will be documented in the individual family community support plan (IFCSP). For children that do not receive children’s mental health targeted case management, and for which the need for respite care emerges, other relevant documentation will be provided by Morrison County to document the need for respite care.

(d.) Participate in DHS mandated grant meetings with counties and the State of Minnesota’s Behavioral Health Division up to two times/year, times and location to be determined by STATE.

Purpose of DHS mandated grant meetings:

- Enhance delivery of children’s mental health respite services
- Contractual oversight
- Share insight gained (post-implementation) of any gaps in service delivery
- Provide success stories to demonstrate efficacy/need for children’s mental health respite services
- Participate in a learning community/community of practice between DHS, counties, tribes

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:

(a) Compensation. The GRANTEE will be paid as follows: GRANTEE will be paid in accordance with Attachment A, Budget, which is attached and incorporated into this grant contract.

(b) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by COUNTY in performance of this contract in an amount not to exceed **thirty three thousand seven hundred twenty seven dollars and sixty six cents (\$33,727.66)**; provided, that COUNTY will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than is provided in the current “Commissioner’s Plan”, promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated by reference. COUNTY will not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received STATE’S prior written approval for such out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation. The total obligation of the STATE for all compensation and reimbursements to COUNTY will not exceed **thirty three thousand seven hundred twenty seven dollars and sixty six cents (\$33,727.66)**;

(d) (If applicable.) For compensation payable under this contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

2.2 Payment.

(a) Invoices. The STATE will promptly pay the GRANTEE after the GRANTEE presents itemized invoices for services performed and the STATE'S authorized representative accepts the invoiced services.

Invoices will be submitted timely, in a form prescribed by the STATE and according to following quarterly invoice schedule:

Invoice Due By	For Service Period	Quarterly Progress Report
April 15, 2019	January 1, 2019 – March 31, 2019	Due April 30,2019
July 15, 2019	April 1, 2019 – June 30, 2019	Due July 31, 2019
October 15, 2019	July 1, 2019-September 30, 2019	Due October 31, 2019
January 15, 2019	October 1, 2019-December 31, 2019	Due January 31, 2020

Any overrun on the line items, with the exception of Salaries and Fringe, in the STATE approved budget that exceeds ten percent (10%) of the grant award requires prior approval from the STATE and must include budget justification. Any overrun on Salaries and Fringe line items requires prior approval from the STATE. Notwithstanding Clause 9 (amendments to grants) of this contract, the revisions can be done on a budget revision form which is available from the STATE. Amendments are required when adding a budget line item, extending the end date, or increasing the total grant award, pursuant to Clause 9 of this contract.

3. Conditions of Payment. All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. PAYMENT RECOUPMENT. The GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the GRANTEE'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the GRANTEE to perform grant services.

5. TERMS OF CONTRACT. This grant shall be effective on January 1, 2019, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through December 31, 2019, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE'S Authorized

Representative. The GRANTEE shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; and 19. Jurisdiction and Venue.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be canceled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the GRANTEE has breached a material term of the grant contract, or when GRANTEE'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

6.2. Insufficient Funds. The STATE may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will 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 grant contract 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.

6.3. Breach. Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant contract by GRANTEE, STATE shall provide GRANTEE written notice of the breach and ten (10) days to cure the breach. If GRANTEE does not cure the breach within the time allowed, GRANTEE will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If GRANTEE has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7. Authorized Representatives and Responsible Authority.

7.1 State. The STATE'S authorized representative is Diane M. Marshall, Division of Behavioral Health, 651-431-2328, Children's Mental Health Consultant, or successor, who has the responsibility to monitor

the GRANTEE'S performance and the authority to accept the services provided under this contract. If the services are satisfactory, the STATE'S Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 GRANTEE. The GRANTEE'S Authorized Representative is Melanie Erickson, Supervisor, 320-632-0267 or successor. If the GRANTEE'S Authorized Representative changes at any time during this contract, the GRANTEE must immediately notify STATE.

7.3. Project Manager. The STATE'S project manager for this grant contract is Diane Marshall phone number: 651-431-2328 or her successor.

8. ASSIGNMENT. GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

9. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

10. LIABILITY. To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the GRANTEE agrees to be responsible for any and all claims or causes of action arising from the performance of this grant by GRANTEE or GRANTEE'S agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

11. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the GRANTEE and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

12. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to GRANTEE under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that GRANTEE will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, GRANTEE is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant contract. Therefore, GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this

grant contract. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, GRANTEE will be responsible for its own compliance.

13. Intellectual Property Rights.

Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), 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 the grant contract. Works includes "Documents." Documents are the originals of any data bases, 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 contract.

Ownership. The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this grant contract. 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." If using STATE data, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

Responsibilities.

Notification. Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, and are created and paid for under this grant contract, the GRANTEE will immediately give the STATE'S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

Filing and recording of ownership interests. 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 created and paid for under this grant contract. The GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these 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 these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The GRANTEE represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause

10, 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 these 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.

14. AFFIRMATIVE ACTION and NON-DISCRIMINATION

Affirmative Action. GRANTEE is encouraged to prepare and implement an Affirmative Action plan for the employment of qualified minority persons, women and persons with disabilities, and to submit the plan to the Commissioner of Human Rights, in accordance with Minnesota Statutes, section 363A.36.

Non-Discrimination.

14.1. The GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

14.2. The GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3550

14.3. GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Notification to employees and other affected parties. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE'S obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the GRANTEE is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

Compliance with Department of Human Rights Statutes. In the event of GRANTEE's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

15. WORKERS' COMPENSATION. The GRANTEE certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

16. VOTER REGISTRATION REQUIREMENT. GRANTEE certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the GRANTEE.

17. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

18. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION. GRANTEE certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

GRANTEE certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE'S certification is a material representation upon which the grant contract award was based. GRANTEE shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this

certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore the GRANTEE must certify the following, as required by the regulations implementing Executive Order 12549. GRANTEE'S certification is a material representation upon which the grant contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSATIONS

Instructions for Certification

1. By signing and submitting this grant contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this grant contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this grant contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

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

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract.

19. JURISDICTION AND VENUE. This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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

21. CONTRACT COMPLETE. This grant contract contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

22. OTHER PROVISIONS.

22.1. GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant contract.

22.2. If the GRANTEE has an independent audit, a copy of the audit shall be submitted to the STATE.

22.3. Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 471.425, the prime GRANTEE must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the GRANTEE in good faith disputes the obligation. Standard payment period is defined in Minnesota Statutes, section 471.425, subdivision 2.

22.4. Contingency Planning. Within 90 days of the execution of this grant contract, GRANTEE and any subcontractor will have a contingency plan. The contingency plan shall:

- (a) ensure fulfillment of Priority 1 or Priority 2 obligations under this grant contract;
- (b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- (c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to the STATE as the health emergency unfolds;
- (d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- (e) provide alternative operating plans for Priority 1 or Priority 2 functions;
- (f) include a procedure for returning to normal operations; and
- (g) be available for inspection upon request.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

(Signature Page Follows)

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: 12/6/2018

Grant No: 150355

2. COUNTY

COUNTY certifies that the appropriate person(s) have executed the contract on behalf of the COUNTY as required by applicable articles, by-laws resolutions or ordinances.

By: _____

Title: County Clerk

Date: 1/8/2019

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

4. STATE AGENCY (if over \$100,000)

By: _____

Title: Assistant Commissioner

Date: _____

Distribution (One fully executed original contract each):

Contracting, Procurement & Legal Compliance
Division

Agency

COUNTY



December 7, 2018

County: **Morrison**

County Director: Brad Vold

County (Name of Person in Charge) Program Coordinator:

DHS (Person in Charge) Program Coordinator: Neerja Singh

On behalf of the Minnesota Department of Human Services, I am pleased to inform you that **Morrison** County has been awarded funding for a Child Welfare/Juvenile Justice Screening Grant, which is dispersed in the Children's Mental Health Screening Grant for the next calendar year (CY 2019).

The Screening Grant provides state-appropriated funds to support children's mental health screening, assessment, and mental health services to children in the child welfare and juvenile justice systems (prioritizing funds for uninsured and underinsured youth).

Children to be screened are described in Minnesota Statutes, § 245.4874, subd.i 1(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6. They include a child:

- receiving protective services,
- in out-of-home placement,
- for whom parental rights have been terminated,
- found delinquent,
- detained for an alleged delinquent act, and
- found to have committed a petty juvenile offense for the third or subsequent time.

The Department has allocated \$12,836.00 to Morrison County for Child Welfare/Juvenile Justice Screening for CY 2019. Reimbursement for Child Welfare/Juvenile Justice Screening expenditures cannot exceed the annual CY allocation. There is no carry over of unused funds from one calendar year to another. Marginal use of grant funds will result in future grant reductions or cancellations.

These funds will be allocated one year at a time. This Screening Grant is not considered accepted until Neerja Singh, the representative from the State of Minnesota, receives the Acceptance of Screening Grant Letter from the Morrison County Board.

1. TERM OF GRANT AWARD

This grant award is effective on January 1, 2019, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through December 31, 2019, or until all obligations set forth in this grant award have been satisfactorily fulfilled, whichever occurs first. COUNTY understands that NO work should begin under this grant award until ALL required signatures have been obtained, and

GRANTEE is notified to begin work by the STATE's Authorized Representative. The COUNTY shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: Liability; State Audits; and Jurisdiction and Venue.

2. Amount and Period of Funding

The \$12,836.00 award is for calendar year 2019 (January 1, 2019 – December 31, 2019). The breakdown of the total is as follows: Child Welfare \$12,209.00 and Juvenile Justice \$626.00. Quarterly payments will be based on actual reimbursement determined by Budget Reporting and Accounting for Social Service (BRASS) system code expenditure data. Children's mental health screening expenditures are reported under the BRASS system. Time and expenses related to children's mental health screenings will be reported using the 111x Mental Health Screening BRASS code. Children's mental health assessments and services are reported under the BRASS code specific to those services. All Child Welfare/Juvenile Justice Screening Grant award funds must be expended by Dec. 31, 2018.

3. County Duties

ALLOWABLE USES. The allowable uses of grant funding are also unchanged for CY2019. The categories below show how the funding may be spent in 2019 and should be represented in the budget (see attached sample) that counties submit to DHS.

- Administration and conducting screenings (up to 25% of the grant award – *staff time, etc.*);
- Data collection and reporting (up to 10% of the grant award – *time collecting and reporting data*);
- Clinical Services (unlimited – *Diagnostic Assessments, therapy, CTSS if not paid otherwise*);
- Clinical and/or ancillary mental health services (unlimited – *respite care, parent trainings, groups*);
- Clinical supervision (up to 10% of the grant award – *for interns, practicum students*);
- Training for child welfare and juvenile justice staff (up to 10% of the grant award – *e.g. Trauma focused care, anti-stigma training, best practices and similar trainings on mental health topics*).

4. Reporting Requirements

Fiscal reporting for this grant must follow the Social Services Expenditure and Reconciliation Report (SEAGR) and DHS Form 2895. Children's mental health screening expenditures are reported under the Budget Reporting and Accounting for Social Service (BRASS) system. Effective January 1, 2012, time and expenses related to children's mental health screenings will be reported using the 111x Mental Health Screening BRASS code. Children's mental health assessments and services are reported under the BRASS code specific to those services.

5. CONDITIONS OF PAYMENT

All services provided by COUNTY pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of Neerja Singh, 651-431-2246, neerja.singh@state.mn.us as the authorized representative, and in accord with all applicable federal,

state, and local laws, ordinances, rules and regulations. The COUNTY shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

6. PAYMENT RECOUPMENT

The COUNTY must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the COUNTY's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform grant services.

7. Insufficient Funds

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

8. Breach

Upon STATE's knowledge of a curable material breach of the grant contract by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If COUNTY has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

9. LIABILITY

To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant by COUNTY or COUNTY's agents or employees. STATE's liability and that of its agents or employees, if any, for any and all claims or causes of action arising from the performance of this grant shall be governed by Minnesota Statutes, section 3.736. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE's failure to fulfill its obligations pursuant to this grant.

10. STATE AUDITS

Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

11. AMENDMENTS

Any amendments to this award letter shall be in writing, and shall be executed by the same parties who executed the original award letter, or their successors in office.

12. JURISDICTION AND VENUE

This award letter, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. WAIVER

If the STATE fails to enforce any provision of this award letter, that failure does not waive the provision or the STATE's right to enforce it.

14. AWARD LETTER COMPLETE

This award letter contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this award letter, whether written or oral may be used to bind either party.

15. Affirmative Action

COUNTY is encouraged to prepare and implement an Affirmative Action plan for the employment of qualified minority persons, women and persons with disabilities, and to submit the plan to the Commissioner of Human Rights, in accordance with Minnesota Statutes, section 363A.36.

16. Non-Discrimination

The COUNTY agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. COUNTY agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

The COUNTY must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for

employment is qualified. The COUNTY agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3550.

COUNTY agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act. Notification to employees and other affected parties. The COUNTY agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and COUNTY's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

17. WORKERS' COMPENSATION

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

18. VOTER REGISTRATION CERTIFICATION

COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the GRANTEE.

19. OWNERSHIP OF EQUIPMENT

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

20. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

COUNTY certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

COUNTY certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. COUNTY'S certification is a material representation upon which the grant contract award was based. The COUNTY shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore COUNTY certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. COUNTY'S certification is a material representation upon which the grant contract award was based.

21. STATE AUTHORIZED REPRESENTATIVES

The STATE'S authorized representative for the purposes of administration of this grant award is **Neerja Singh**, neerja.singh@state.mn.us or her successor. Such representative, acting on behalf of the STATE, shall have final authority for acceptance of COUNTY'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2. All notices required under this grant award shall be made to the Authorized Representative. If the STATE's Authorized Representative changes at any time during this grant contract, STATE will notify COUNTY in a reasonable amount of time.

State's Authorized Representative contact information:

Neerja Singh, LICSW, LADC
P.O. Box 64981
St. Paul, MN 55164-0981
Phone: 651-431-2246
neerja.singh@state.mn.us

All reports, except fiscal, must be sent to the grant manager via e-mail or direct mail.

Please submit a budget to Neerja Singh (neerja.singh@state.mn.us) for how your County will be spending grant funds by December 31, 2018,

For questions on financial matters or SEAGR reporting, contact: Craig Beske, Program Accountant,
651-431-3780, Craig.Beske@state.mn.us.

Sincerely,

Maisha DG

Maisha Giles, MA, LMFT, LICSW, LADC
Director, Community Supports Administration

Enclosures

cc: County Social Services Director
County Social Services Fiscal Supervisor

Screening Grant Budget

Cal. Year: 2019 County: Morrison Grant Award: 12836

	TOTAL	Grant Funds
Administration and Operating Expenses (up to 25% of the grant award) <i>(staff time in administering screens, screening tools/supplies, clerical support of data entry, and computers and/or software)</i>		
Data Collection and Reporting (up to 10% of the grant award) <i>(time spent collecting and reporting data to DHS)</i>		
Clinical Services (Unlimited) <i>(Diagnostic Assessments, psychotherapy, CTSS and similar documented treatment related costs)</i>	90,000	12836
<i>Diagnostic Assessments, In-home Counseling, and psychological testing not covered by insurance or under funded by insurance. Bross 462</i>		
Ancillary or Supportive Services (Unlimited) <i>(respite care, skills and support groups, parent training, and other similar costs.)</i>		
Clinical Supervision (up to 10% of the grant award) <i>(clinical supervision for interns, practicum students, and those who are pursuing licensure)</i>		
Training for Child Welfare and Probation Officers (up to 10% of the grant award) <i>(trainings on screening, trauma focused care, anti-stigma, best practices and other similar trainings)</i>		
Total:		

*Electronic copies of this form available upon request. Contact: neerja.singh@state.mn.us

ACCEPTANCE OF MORRISON COUNTY AWARD

ACCEPTANCE OF Child Welfare/Juvenile Justice Screening Grant 2019 Grant award for *the January 1, 2019 through December 31, 2019 Child Welfare/Juvenile Justice Screening Grant* award available through Minnesota Statutes, § 245.4874, subd. 1(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6.

Name of County: Morrison

County Project Coordinator: Melanne Erickson

It is understood and agreed by the county board that any funds granted pursuant to this grant award extension for the Child Welfare/Juvenile Justice Screening grant award funded through Children's Mental Health Screening Grant, are to be expended for the purposes set forth in the county award letter dated December 7, 2018 as approved by the Minnesota Commissioner of the Department of Human Services and in accordance with applicable laws and rules. The application and grant award letter are both incorporated into this award by reference. Further it is understood that the budgets, expenditures, and program will be subject to periodic review by the Commissioner. If funds are not being used to implement the approved plan and according to the grant award letter, they may be subject to return or future payment deductions in accordance with Minnesota Statutes, section 256.01, subdivision 2. All payment information is included in the incorporated grant award letter. An amended grant award letter will be issued and must be signed in the event any changes are made to the terms of the grant award.

The receipt of grant funds by the county board assures acceptance by the board of the following responsibilities:

1. Utilization of written personnel policies in assigning and compensating project employees.
2. Compliance with Titles VI and VII of the United States Civil Rights Act of 1964, Americans with Disabilities Act, Minnesota Statutes, chapter 363 and the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13.
3. Compliance with Workers Compensation insurance coverage requirements of Minnesota Statutes, section 176.181, subdivision 2.
4. Responsibility for any and all claims or causes of action arising from the performance of this grant to the extent provided for in Minnesota Statutes, section 466.01- 466.15.
5. Compliance with all applicable federal and state regulations, including, but not limited to, the Single Audit Act (OMB Circular A-133), Debarment and Suspension certifications (45 CFR 92.35) and Federal Cost Principles and Administrative Requirement (OMB Circulars A-87 and A-102).

Signature: [Handwritten Signature]

Chairperson: Mandy Wische

Date: 1/8/19

In the Matter of an Application
by Lakeside Properties Group LLC for a Conditional Use Permit:
09.0139.000

The above application came on for consideration before the Morrison County Board of Commissioners on January 8, 2019. Based upon the application, information received at the public hearing held on December 26, 2018, the recommendations of staff and all files and records relating to the application, the Board makes the following:

FINDINGS OF FACT

1. The property is in Section 13 of Darling Township, on Green Prairie Fish Lake.
2. A resort has existed on the property for over 20 years.
3. In 1997 a Conditional Use Permit was granted to expand the existing resort by adding a mobile home and an additional bedroom within an existing mobile home on the property. There was an overage in density within Tier 1 at that time. The Conditional Use Permit was granted with the following conditions to get down to a compliant density:
 - 1) Move an RV located between the lodge and lake to RV site #9
 - 2) Eliminate RV site #14
 - 3) Eliminate a RV site where the mobile home is to be located
 - 4) Eliminate three water hook-ups and sites near the lake
 - 5) Tents and RVs only to be placed at designated sites
 - 6) Comply with all Morrison County Public Health requirements
4. In 2000, another Conditional Use Permit was granted to expand the existing resort. The request was to remove an existing mobile home and replace it with two RV sites within Tier 1, and remove an existing mobile home in Tier 2 and replace with RV sites. The permit was granted with the following conditions:
 - 1) Fifteen sites are allowed in Tier 1
 - 2) Three sites approved for Tier 2, for a total of seven
 - 3) All sites and plans be approved prior to placement by Morrison County Public Health
5. Today the resort is operating under the 2000 Conditional Use Permit. They are licensed by Morrison County Public Health for 18 RV sites and one rental within the lodge/bar building. In addition to the rental unit, there is a second living quarter for the previous resort owner.
6. In 2002, the prior resort owner split a parcel off the resort and the square footage of the resort was reduced. This action made the density non-compliant. The resort has operated with an overage in density since.
7. Lakeside Property Group, LLC is the new owner of the property. They are requesting to convert the current bar area of the main building on the resort to two additional three-bedroom rental units, for a total of four rental units within the main building/lodge. Due to the overage in density, the applicant had to address that prior to applying for the Conditional Use Permit.
8. The applicant met with the DNR and Land Services staff to discuss the allowances within State Shoreland Rule for higher density. Upon review, the resort is able to meet the criteria for a 50% increase in Tier 1 density (12 units) and a 100% increase in density in Tier II (6 units) for a total of 18 rentals by completing the following:

- 1) Maintaining the shore impact zone as open space (beach area qualifies as open space)
 - 2) At least 50% of the shore impact zone shall be in a natural state - Shoreland Specialist report and planting plan provided
 - 3) Setback from the ordinary high water level is increase to 25% greater than the minimum setback (93.75 feet)
 - 4) Centralized docking and mooring area
 - 5) Stormwater control practices
9. The 25% increase in setback of all structures can be achieved by moving camp sites within Tier I back farther and/or relocating to Tier II. The only structure that cannot be moved is the lodge building. On November 7, 2018, the Board of Adjustment granted a variance to the property for an 8.75 foot encroachment into the required 93.75 foot setback for the lodge building.
 10. The current impervious surface calculation in Tier 1 is 30.1%, Tier 2 is 33.7% and overall resort is 31%; 25% impervious surface is allowed within each Tier and for the resort overall. The applicant is proposing removal of impervious surface in both tiers to bring the percentages down to 25%.
 11. The applicant has submitted Certificates of Compliance for both septic systems that serve the resort.
 12. A campground, owned by someone else, is adjacent to this resort. Other properties in the area consist of small private shoreland parcels to the south and east and large tracts of wooded land to the west and north.
 13. The Morrison County Public Health Department is aware of the applicant's request for expansion. The resort is currently licensed by the Health Department and must license the new units if approved.
 14. Applicable Comprehensive Land Use Plan Goals and Objectives:

Shoreland Management

Goal D1: Work to ensure that development occurring within the County's watersheds is done in a thoughtful and deliberate manner so as to balance environmental, social and economic goals to the greatest extent possible.

Goal D3: Ensure that the County's lakes and rivers remain a resource that is available for use and enjoyment by the general public.

Goal D10: Work to better coordinate with federal, state and local government agencies and non-profits, lake associations and others with an interest in shoreland development to effectively balance the benefits that arise from development of shoreland areas with the need to protect, preserve and restore valuable natural resources.

Objective 10: Study and consider the development of clear policies relating to existing and new issues relating to shoreland areas, including vacation rental of homes in residential settings, the creation or expansion of resorts and campgrounds, the conversion, expansion or replacement of seasonal lakeshore cabins into year-round homes and the spread of invasive species.

Local Economic Development

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

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

Goal C2: Ensure that land use regulations allow for a variety of business and industry consistent with the rural settings of the County, in areas where they have access to adequate infrastructure and services, and where they will not create unnecessary conflict with other land uses.

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

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

Objective 4: Reduce the impacts of legal nonconforming businesses in residential zoned areas by carefully considering the adverse secondary impacts of the business and its future use and limiting expansion that would be inappropriate for the area.

Objective 19: To the extent possible, commercial areas should be developed according to function; the indiscriminate mixing of retail, business services, personal services and other types of commercial activity shall be discouraged.

15. Applicable Comprehensive Water Plan Goals and Objectives:

Surface Water Goal: To protect, enhance and maintain the quality of all surface waters in Morrison County

Objective B: Ensure that land use decisions for shoreland development take environmental impacts into consideration

Land Use and Development Goal: To ensure that land use decisions are compatible with natural resource protection.

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

16. Land Services staff suggested the following conditions if approved:

1. Abide by local and state law
2. Maintain a set of resort rules that addresses, at a minimum, quiet time, emergency/storm procedures, fire wood, fireworks and pets. Rules must be provided to customers at check-in
3. Solid Waste must be removed by a licensed solid waste hauler and prohibition of burning of garbage within fire rings
4. Maintain a current Certificate of Compliance for the septic systems serving the campground
5. Tennant's placement of structures requiring a Land Use Permit such as storage buildings and decks must obtain the necessary permits from the Land Services Department.
6. Overflow parking shall not take place within the right-of-way of County Road 212 or Fish Lake Drive

17. A plat map, survey, property maps and aerial photos were presented.
18. 41 notices were sent out regarding this item. No correspondence was received prior to the hearing and no public comment was received at the hearing.
19. The Planning Commission had discussion with staff, each other and the applicant about the following:
 - History of the variance hearings
 - History of the resort
 - Benefits of implementing the shoreland planting plan
 - Timeline for implementation of the state-required items for increased density – estimated to be complete by mid-May, 2019
20. The Planning Commission found:
 1. **The use will not put an excessive burden on roadways, utilities and public facilities such as parks and schools.** The Planning Commission has not been presented with these issues. This proposal will be less of a burden on the roadways due to the closing of the bar. The septic systems are compliant and there are no parks or schools in the area.
 2. **The request will not be detrimental to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.** Although 41 notices were mailed, no comment was received from the public. This is a big improvement to this site, as density, impervious surface and shoreline buffers will be addressed.
 3. **The use in the opinion of the Planning Commission is reasonably related to the existing land use and the environment. Groundwater, surface water and air quality in the surrounding area will not be adversely affected by the proposed use.** This property is already shoreline commercial and will not be changing from its current use. The improvement in the impervious surface calculation will be beneficial to water quality.
 4. **The use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.** Shoreland Commercial is the only allowable place for resorts.
 5. **The use is not in conflict with the Comprehensive Plan or Water Plan of the County.** The Comprehensive Plan encourages economic development. A reduction in the impervious surface furthers the goals of the Water Plan. This proposal is a great example of furthering the identified goals and objectives of the Comprehensive Plan and Water Plan of the County.

Motion was made by Tom Crawford and seconded by Francis Brisk to recommend approval of the application with the Land Services staff recommended conditions. The vote was “4” in favor, “0” opposed.

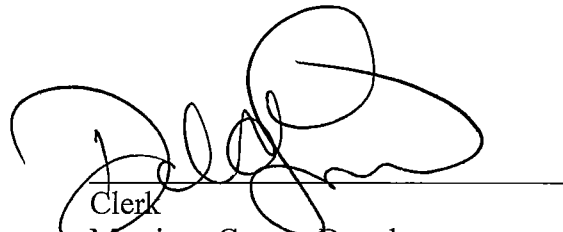
DECISION

WHEREFORE, the Morrison County Board of Commissioners hereby approves these findings of fact for a Conditional Use Permit Lakeside Properties Group LLC to expand the existing resort by adding two additional rental units within the lodge building, for a total of 4 rental units within the lodge and 14 campsites, located in Section 13, Darling Township and hereby moves to grant the Conditional Use permit with six (6) conditions:

1. Abide by local and state law
2. Maintain a set of resort rules that addresses, at a minimum, quiet time, emergency/storm procedures, fire wood, fireworks and pets. Rules must be provided to customers at check-in
3. Solid Waste must be removed by a licensed solid waste hauler and prohibition of burning of garbage within fire rings
4. Maintain a current Certificate of Compliance for the septic systems serving the campground
5. Tenant's placement of structures requiring a Land Use Permit such as storage buildings and decks must obtain the necessary permits from the Land Services Department.
6. Overflow parking shall not take place within the right-of-way of County Road 212 or Fish Lake Drive



Chairman
Morrison County Board



Clerk
Morrison County Board

APPLICATION FOR "ASSEMBLAGE OF LARGE NUMBERS OF PEOPLE" LICENSE

The license shall permit the assembly of only the maximum number of persons stated in the license. The County Board may impose restrictions on the maximum number of persons which will be assembled if such restrictions are deemed necessary to protect the health, safety and welfare of those persons who will be in attendance, the residents of the community in which the assembly will be held, and other residents of Morrison County. The licensee shall not sell tickets to nor permit to assemble at the licensed location more than the maximum permissible number of persons stated in the license.

No performance or other activity in connection with the licensed show or exhibition shall occur between the hours of 1 a.m. to 9 a.m.

THIS APPLICATION MUST BE ACCOMPANIED WITH A NONREFUNDABLE FEE OF:

One event ~~\$ 100.00~~ Annual \$ 200.00

Waived for non-profit.

The application must be completed as follows and must include additional items as described in the ordinance (copy has been provided.)

Property Address of Event:

19636 Forest Road
Little Falls MN 56345

Return completed application to:
Morrison County Auditor's Office
213 1st Ave SE
Little Falls, MN 56345

Legal Description of Property:

Applicant Name & Address: Pay it Forward Foundation (501c3)
21296 Forest Road Little Falls Phone Number 320 249-1504

Nature or Purpose of Event:

Total Number of Days for Event: 2 Exact Date and Hours of Event: Jan 12 10-8 Jan 15th 10-6

Maximum Number of Tickets to be Sold:

I attest that the information included in the application is accurate and true to the best of my knowledge.

Attendees

Charles Zwilling
Applicant Signature

(If applicable): I am the land owner, and I approve of the use of the premises for the stated Event

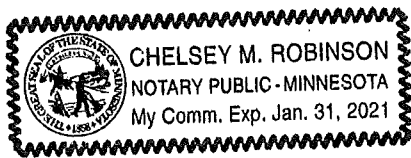
NA

Land Owner Signature

Subscribed and sworn to before me
This 31 day of December 2019
[Signature]
Notary Public

Subscribed and sworn to before me
This ____ day of _____

Notary Public



Written Plan

- 1) Maximum # of people at one time will be 500.
- 2) Caution tape, cones, barrels and barricades provided by Knife River and public works.
- 3) Coffee, Hot chocolate, water, pop and energy drinks will be provided by vendors. Drinks can also be obtained before or after people board the shuttle bus.
- 4) Porta Potties will be supplied by Kens Kans. Hand sanitizer will be provided at each station. Hot water will also be provided for hand washing if people wish to use it.
- 5) Four Cheeks foods has what they need for permits, and I have a food service permit.
- 6) No camping will be provided.
- 7) Lemeiuer Roll offs providing garbage bins and a dumpster to empty them in
- 8) There will be a large outdoor construction lighting tower, along with lighting in the warming tents.
- 9) Sheriff to do drive by's and walk abouts. Six security people on the ice. Walmart is managing all the parking lots and trolleys. See security plan below.
- 10) Fire extinguisher on site.
- 11) Cell phones only. And 10 walkie talkies to security, EMT's, first responders and ice divers.
- 12) Large fish house to be used as medical station and headquarters.
- 13) Public landing will be used for handicap parking, permit parking and media parking. City beach, Lauries, and 37 acres providing the parking.
- 14) Noise should not be an issue. No live music and the event ends at 8PM and 6Pm.

Safety and Security Plan

- 1) Pair of Certified Ice divers supplied by Crow Wing County Dive and Rescue per Vince Pikula 218-851-7577
- 2) EMT's and First Responders supplied by Randall Fire Dept per Scott Hughson (763) 360-2992
- 3) Non Dedicated Ambulance per Nick Pochardt (320) 492-2683
- 4) Sheriff's dept will do occasional drop bys and a walk about to show presence
- 5) Event Insurance policy in place
- 6) Bridges over the gap for crossing
- 7) Barrels just off the landing to direct ice fisherman away to the east of the Carousel
- 8) No spectator parking on the ice
- 9) Nothing heavier than a four wheeler / side by sides and a pull behind trolley on the lake
- 10) Warming tent and Education tent will not be on the circle. These will be the main gathering points
- 11) Caution tape 10' outside the circle and cones about 15' out
- 12) Safety and Security team with walkie talkies. My wife and myself, 4 other family members and EMT's, First responders and divers.
- 13) Off road parking at public landing, City Beach, Lauries and 37 Acres. Also, free parking and a free shuttle at Main Gate.
- 14) Trolleys to haul spectators from parking lots to carousel



Policy Successfully Processed

Payment Completed Successfully

Policy Number: EV41930

Thank you for choosing us. We hope you will keep us in mind for future events. A copy of your policy documents will be e-mailed to you.

- Adding Additional Insured:

- Updating Event Description



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Receipt for Payment

11/16/2018

Pay It Forward Foundation
21296 Forest Road
Little Falls, MN 56345

Policy Number: EV41930
Policy Term: 01/08/2019 to 01/15/2019

This receipt is to verify that the below payment was received on 11/16/2018.

Description	Amount
Special Event Insurance	\$355.00
Total:	\$355.00

Thank you for thinking of Philadelphia Insurance Companies for your Special Event needs!

Please be advised that the charge will appear on your bank or credit card statement as **CPH And Associates 800-875-1911.**

Resolution #2019 - 007

ANNUAL TOWN ROAD ALLOTMENT DISTRIBUTION

WHEREAS, a town road account is created in the county state-aid highway fund; and

WHEREAS, the money apportioned to a county from the town road account must be distributed to the treasurer of each town within the county, according to a distribution formula adopted by the county board;

WHEREAS, the formula must take into account each town's population and town road mileage, and other factors the county board deems advisable in the interests of achieving equity among townships.

WHEREAS, the county board wishes to revise the distribution guidelines adopted in 1983 by striking the language requiring the minimum township road and bridge levy.

NOW, THEREFORE BE IT RESOLVED, that the county board adopts the following guidelines for distribution of funds from the town road account.

Fifty (50%) of the funds will be distributed based on the township population

Fifty (50%) of the funds will be distributed based on the township certified road mileage

Adopted this 8 day of January, 2019.

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 Jan, 2019 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 Jan, 2019

Handwritten signature of Deb Gruber and printed name: Deb Gruber, County Administrator

Table with 6 columns: Commissioner, Yes, No, Abs, Mot, 2nd. Rows include Jelinski, Winscher, Wilson, LeMieur, and Blaine with handwritten checkmarks.