



# MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

OCTOBER 22, 2019  
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The meeting was held in the County Board Room, Government Center, Little Falls MN, and was called to order at 9:00a.m. by Chairman Winscher.

**Members present:** Commissioners Randy Winscher, Mike LeMieur, Greg Blaine, and Jeffrey Jelinski.

**Staff present:** Deb Gruber, Tabitha Maher, Brad Vold, Shawn Larsen, Cindy Nienaber, Chelsey Robinson, Amy Kowalzek, Brian Middendorf, Steve Backowski, Amy Middendorf, Scott MacKissock, Melissa Sanoski, Beth Hamlin, Ryan Kirby, Laura Welle, Heidi Swisher, Kristyna Stavish, Whitney Tautges, Bonnie Bachan, Lisa Watson, Courtney Popp, Stephen Kostohryz, Heather Tabatt, Nick Reed, Sarah Nelson, Jordan Yira, Ashley Schwartz, Lindsey Baum, Brenda Carriveau, Breanna Mikkelsen, Cara Roers, Daniel Sobiech, Morgan Ewald, Shannon Kowalczyk, Chris Mrozek, Daniel Baert.

**Others present:** Mark Slupe, Tyler Jensen, Christian Ganz, Richard and Shirley Japp, Ron Wieber, Tim Terrill, Becky Moe, Mike Filippi.

## **APPROVAL OF COUNTY BOARD MINUTES**

A motion was made by Commissioner LeMieur, seconded by Commissioner Jelinski and carried unanimously approve the Morrison County Board of Commissioner Minutes for October 8th, 2019.

## **AGENDA CHANGES**

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

## **LAKE ALEXANDER LAKE IMPROVEMENT DISTRICT**

Ron Wieber, representative of Lake Alexander Lake Improvement District, presented their annual budget to the County Board. A motion was made by Commissioner LeMieur, seconded by Commissioner Wilson and carried unanimously to approve the 2020 District Budget for the Lake Alexander Lake Improvement District with an assessment of \$75.00 per parcel.

## **SHERIFF REPORT**

Shawn Larsen, Sheriff, presented the monthly report for September 2019 to the County Board.

## **SOCIAL SERVICES REPORT**

A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and carried unanimously to approve Out of State Travel for the social worker in the Jail. They will be attending the Police, Treatment, and Community Collaborative 2nd Annual National Conference on Deflection/Pre-Arrest Diversion November 10 - 13, 2019 in Ponte Vedra, Florida. Costs for conference and travel will be paid with grant funds awarded to the Adult Mental Health Initiative to enhance and increase services to the jail.

## **PUBLIC HEALTH REPORT**

Brad Vold, Director, and Cindy Nienaber, Supervisor, reported on home visiting in the maternal child health program.



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A motion was made by Commissioner LeMieur, seconded by Commissioner Jelinski and carried unanimously to approve replacement of Public Health Nurse Responsible for maternal child health, backing up Women, Infants and Children's Program and providing services to families involved with the Parent Support Outreach Program on behalf of Social Services

A motion was made by Commissioner Wilson, seconded by Commissioner LeMieur and carried unanimously to approve 2019 Food, Pools & Lodging License:

Dist. 4	Bootleggers, Inc.	\$46.00
	Change Food Service - Limited to Small	

**EXTENSION REPORT**

Becky Moe, Program Coordinator, reported on activities in the Extension during the month of September 2019.

**AUDITOR/TREASURER REPORT**

Chelsey Robinson, County Auditor/Treasurer, reviewed 3rd Quarter Interest, Cash & Investment balances for the end of September 2019 and the September 30, 2019 Cash Report.

**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 October 22nd, 2019 be approved for payment:

REVENUE	\$	146,716.08
PUBLIC WORKS	\$	27,420.81
SOCIAL SERVICE	\$	243,278.31
SOLID WASTE	\$	5,000.99
PARKS FUND	\$	170.00
BUILDING FUND	\$	427.36
LOCAL COLLAB. FUND	\$	18,750.00
TOTAL	\$	441,763.55
MEALS	\$	164.76

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 Commissioners voting 'aye'.



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## PUBLIC WORKS REPORT

A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and carried unanimously to approve and sign the Resolution#2019-080 and Grant Agreement for Enhancement of the Belle Prairie Park Master Plan.

A motion was made by Commissioner LeMieur, seconded by Commissioner Jelinski to authorize the revision of the Cooperative Agreement between MN DNR and Morrison County for engineering and design services of the Camp Ripley State Veterans Trail - Randall to Pillager. The said agreement was approved December 31, 2018. Motion carried on a roll call vote with all Commissioners voting 'aye'.

## LAND SERVICES REPORT

A motion was made by Commissioner Wilson, seconded by Commissioner Jelinski to consider the request from MHB for a \$15,000 contribution to the 2020 Aquatic Invasive Species media campaign. Motion was carried 3-2 on a roll call vote with Commissioners LeMieur and Winscher voting 'nay'.

## ADMINISTRATION REPORT

A motion was made by Commissioner Jelinski, seconded by Commissioner Wilson and carried unanimously to consider approval of out of state travel for Deb Gruber and Beth Hamlin to attend a Labor Law & Labor Arbitration conference in February 2020.

Deb Gruber, County Administrator, presented 'Connect with the Commissioners' to all new staff hired within the past year. This introduction will give staff and Commissioners a chance to get to know each other and the organization.

## CONSTRUCTION UPDATE

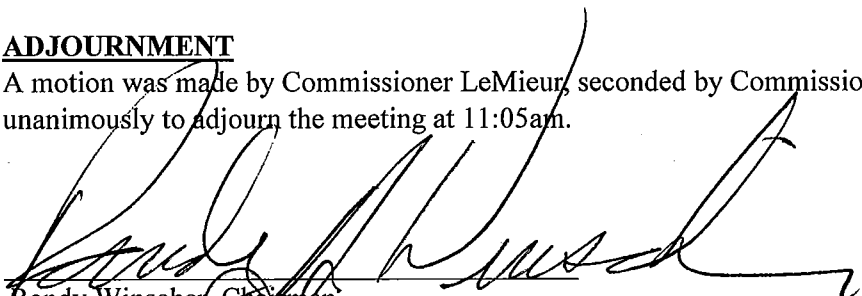
Mike Filippi, updated the County Board with the Construction timeline and budget.

## COUNTY BOARD REPORTS AND SCHEDULE

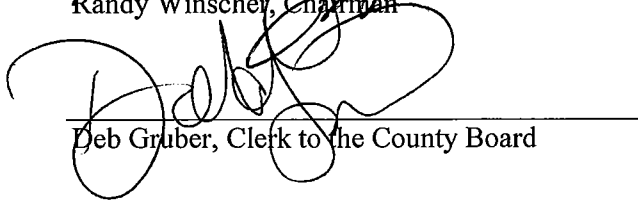
Members of the County Board reported on various meetings they have attended and on their upcoming schedule of meetings with various organizations.

## ADJOURNMENT

A motion was made by Commissioner LeMieur, seconded by Commissioner Blaine and carried unanimously to adjourn the meeting at 11:05am.



\_\_\_\_\_  
Randy Winscher, Chairman



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



**STATE OF MINNESOTA  
GRANT CONTRACT  
GMRPTC20-07**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Morrison County, 213 First Avenue Southeast, Little Falls, MN 56345 ("GRANTEE").

**Recitals**

1. Under [Minn. Stat. 84.026](#), the commissioner of natural resources is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed natural resources services by the department.
2. Under Minn. Laws 2019, 1st Special Session, Chapter 2, Article 3, Section 3b, the State has allocated funds for grants for parks and trails of regional significance outside of the seven county metropolitan area under [Minn. Stat.85.535](#).
3. The Grantee has made application to the State for a portion of the allocation for the purpose of conducting the project entitled Belle Prairie County Park.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Contract**

**1 Term of Grant Contract**

**1.1 *Effective date***

July 1, 2019, Notwithstanding Minnesota Statutes, section 16A.41, the Commissioner may make payments for otherwise eligible grant-program expenditures that are made on or after the effective date of the appropriation. No payments will be made to the Grantee until this grant contract is fully executed.

**1.2 *Expiration date***

June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**1.3 *Survival of Terms***

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property Rights; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue, 15. Data Disclosure, 20. Resource Management and Protection and 24. Land Retention and Deed Restriction.

**2 Grantee's Duties**

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

Comply with required grants management policies and procedures set forth through Minn. Stat.16B.97 Subd. 4 (a) (1) and comply with Attachment A, Project Budget, which is incorporated and made a part of this contract.

The Grantee agrees to complete the project in accordance with the approved budget to the extent practicable and within the project period specified in the grant contract. Any material change in the scope of the project, budget or completion date shall require prior written approval by the State.

**3 Time**

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

## **4 Consideration and Payment**

### **4.1 Consideration**

The State will pay for all services performed by the Grantee under this grant contract as follows:

#### **(a) Compensation**

The Grantee will be paid for all services performed pursuant to this grant contract not to exceed \$65,000.00.

#### **(b) Matching Requirement**

Grantee certifies that the following matching requirement for the Grant will be met by Grantee. The total project cost is \$65,000.00. The Grantee agrees to provide a nonstate cash match of a least \$0.

#### **(c) Total Obligation**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$65,000.00. Funds made available pursuant to this contract shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this contract, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

### **4.2 Payment**

The State shall disburse funds to the Grantee pursuant to this contract on a reimbursement basis, based upon a payment request and required expenditure documentation submitted by the Grantee and reviewed and approved by the State. The Grantee shall be limited to no more than four payment requests during the period covered by this contract.

### **4.3 Contracting and Bidding Requirements**

Per [Minn. Stat. 471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the Uniform Municipal Contracting law.

For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. 177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

## **5 Conditions of Payment**

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

## **6 Authorized Representative**

The State's Authorized Representative is Mai Neng Moua, Grants Specialist Coordinator, Parks and Trails, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155, (651) 259-5638, [mai.n.moua@state.mn.us](mailto:mai.n.moua@state.mn.us), or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Steven Backowski, County Engineer, 213 First Avenue Southeast, Little Falls, MN 56345, (320) 632-0120, [steveb@co.morrison.mn.us](mailto:steveb@co.morrison.mn.us), or his successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## **7 Assignment Amendments, Waiver, and Grant Contract Complete**

### **7.1 Assignment**

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

### **7.2 Amendments**

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

### **7.3 Waiver**

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

### **7.4 Grant 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.

## **8 Liability**

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

## **9 State Audits**

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

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

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

### **10.2 Intellectual Property Rights**

(A) **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and

subcontractors, either individually or jointly with others in the performance of this contract. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this 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.” The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

### **(B) Obligations**

1. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this 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.
2. **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee’s or the State’s opinion is likely to arise, the Grantee must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

## **11 Workers Compensation**

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

## **12 Publicity and Endorsement**

### **12.1 Signage**

Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

### **12.2 Publicity**

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring



agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable.

### **12.3 Endorsement**

The Grantee must not claim that the State endorses its products or services.

## **13 Governing Law, Jurisdiction, and Venue**

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

## **14 Termination**

### **14.1 Termination by the State**

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

### **14.2 Termination for Cause**

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

## **15 Data Disclosure**

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

## **16 Affirmative Action and Non-Discrimination**

- (a) 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. ([Minn. Stat. 363A.02](#)). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- (b) 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 [5000.3500](#)).

(c) The 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.

### **17 Americans with Disabilities Act and Final Guidelines for Outdoor Developed Areas**

The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines including the [Final Guidelines for Outdoor Developed Areas](#). Information on compliance with the Americans with Disabilities Act is available at [U.S. Access Board](#).

### **18 Reporting**

The Grantee shall submit a progress report, in a form prescribed by the State, by January 1 of each year during the term of this grant contract. A final report must be submitted with the request for final reimbursement. Forms will be provided by the State.

### **19 Inspections**

The State's authorized representatives shall be allowed, at any time, to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon project completion. Following closure of the project, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

### **20 Resource Management and Protection**

The Grantee shall protect, manage and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

### **21 Invasive Species Prevention**

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. [Operational Order 113](#) is incorporated into this contract by reference. Duties are listed in Op Order 113 under Sections II and III (p. 5-8). The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by Grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The Grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the Grantee or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

### **22 Conflict of Interest**

It is the policy of the State to work to deliberately avoid actual, potential and perceived conflict of interests

related to grant making at both the individual and organizational levels.

A conflict of interest (actual, potential, or perceived) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

## **23 Minnesota Historical Sites Act and Minnesota Field Archaeology Act**

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

## **24 Land Retention and Deed Restriction**

### ***24.1 Land Retention (Park)***

All land within the project boundary must be retained and operated for outdoor recreation in perpetuity and a condition of this requirement must be recorded with the deed using language provided in the grant contract. This boundary must include all contiguous lands currently owned by the applicant and managed for public recreation and any additional land to be acquired with this grant.

No other use can be made of these lands without prior written approval of the State. The State will consider requests to convert these lands to other uses only if all practical alternatives have been evaluated and rejected on a sound basis and replacement lands of equal or greater fair market value and reasonably equivalent usefulness are acquired and dedicated to public outdoor recreation use.

### ***24.2 Deed Restriction – (Park)***

The Grantee shall have the following condition recorded with the deed to all lands within the park as described in Attachment B – Boundary Map, incorporated in this contract, and submit an attested copy of the deed and the condition to the State:

In order to comply with the Department of Natural Resources Park Legacy Project Contract GMRPTC20-07, the Morrison County does hereby impose the following restrictions on the property described in Attachment B to that contract:

1. The property shall be permanently managed and maintained for public outdoor recreation use.
2. The Grantee shall not at any time convert any portion of the park area to uses other than public outdoor recreation use without the prior written approval of the State acting through its commissioner of natural resources.

## **25 Ineligible Expenses**

Ineligible expenses are items that may not be funded by the grant or included as part of the local match. Including, but not limited to:

1. Expenses incurred on land not owned by the Grantee except trails on land for which the Grantee

owns an interest lasting at least 20 years sufficient to ensure the facility will be maintained and operated for outdoor recreation.

2. Projects within state parks, state recreation areas and state trails.
3. Administration expenses including:
  - Appraisals
  - Closing Costs
  - Boundary Surveys
  - Archeological Surveys
4. Design and engineering expense in excess of 10% for park projects and 20% for trail projects.
5. Facilities not available for public use.
6. Acquisition of land already in public ownership.
7. Legal fees.
8. Memberships, Overhead, Insurance, Fund raising.
9. Volunteer or donated labor.
10. Bad debt, interest or contingency funds.
11. Lobbyists or political contributions.
12. Condemnation costs.
13. Wages and expenses of grant recipient's employees.
14. Entertainment or gifts.
15. Advertising expenses.
16. Office rental costs and overhead.
17. Any expenditure that occurs outside the dates of the grant contract.

## **26 Conservation Corps Minnesota**

The Grantee must give consideration to contracting with Conservation Corps Minnesota for contract restoration and enhancement services.

## **27 Pollinator Best Management Practices**

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minn. Stat. 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

## **28 Single Audit**

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the new OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Karen Potvin

Date: 10-4-19

SWIFT Contract/PO No(s): 167608

**2. GRANTEE**

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

By: [Signature]

Title: County Board Chairman

Date: 10/22/2019

By: [Signature]

Title: County Administrator

Date: 10/22/2019

**3. STATE AGENCY**

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

Title: \_\_\_\_\_

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

Distribution:  
Agency  
Grantee  
State's Authorized Representative

**RESOLUTION #2019-080**

**GRANT AGREEMENT  
BELLE PRAIRIE PARK - LEGACY GRANT CONTRACT GMRPTC20-07**

IT IS RESOLVED, that Morrison County enter into a Grant Contract for GMRPTC20-07 with the State of Minnesota, Department of Natural Resources for the following purpose:

Master Plan Enhancement for Belle Prairie Park

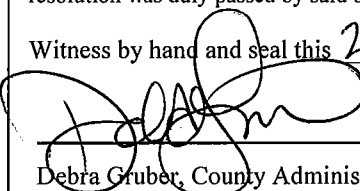
BE IT FURTHER RESOLVED, that the County Board Chairman and the County Administrator are authorized to execute the Agreement and any Amendments to the Agreement.

Adopted this 22 day of October, 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 22 day of Oct., 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 22 day of Oct., 2019

  
Debra Gruber, County Administrator

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

AMENDMENT NO.1 TO CONTRACT NO. 151138

Contract Start Date:	<u>December 15, 2018</u>	Total Contract Amount:	<u>\$ 145,000.00</u>
Original Contract Expiration Date:	<u>December 31, 2021</u>	Original Contract:	<u>\$ 45,000.00</u>
Current Contract Expiration Date:	<u>December 31, 2021</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Contract Expiration Date:	<u>No Change</u>	This Amendment:	<u>\$ 100,000.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Department of Natural Resources (“State”) and County of Morrison, 213 SE 1<sup>st</sup> Avenue, Little Falls, MN 56345 (“Contractor”).

**Recitals**

1. The State has a contract with Morrison County “the Contractor” identified as CFMS Contract Number 151138 (“Original Contract”) to provide for the conceptual, preliminary and final plans and specifications for the proposed development of a segment of the Camp Ripley Veterans State Trail extending up to 20 miles along and adjacent to Morrison County CSAH 1 between Randal and Pillager. The proposed State Trail design is to be completed in association with the County’s preliminary design and engineering for an improved CSAH 1. Upon the County’s recent receipt of a final consultant design proposal for the engineering and design for the State Trail, to assure the satisfactory completion of the proposed trail design, by mutual agreement between both parties, this agreement is being amended to increase the State’s participation by an additional \$100,000.00.
2. The State and the Contractor are willing to amend the Original Contract as stated below.

In this Amendment, changes to pre-existing contract language will use ~~strike through~~ for deletions and underlining for insertions.

**Contract Amendment**

**REVISION 1.** Clause III. “FUNDING” is amended as follows:

The State shall provide funding for it’s responsibilities under Article I (a) above, however, the total obligation of the State for the design and engineering of the facility under Article I (a) as referenced, not to exceed ~~\$45,000.00~~ \$145,000.00. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* December 15, 2018, **or the State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later**.
- b. *Expiration Date:* **December 31, 2021**, or when all obligations under Article II (a)(b)(c)(d)(e) has been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

The State shall provide funding for its responsibilities under Article I (b)(c)(d)(e)(f) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will encumbered.

Reimbursement of eligible costs will be due within thirty (30) days of the County’s presentation of invoices for services performed and acceptance of such services by the State’s Project Engineer. The County will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

The County may seek reimbursement of all State Trail survey, engineering and design related eligible costs from the State.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

**[Balance of this page left intentionally blank]**

AMENDMENT NO.1 TO CONTRACT NO. 151138

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Hyun Park

Date: 10/21/19

CFMS Contract No. B25489 151138  
PO# 3-144379

2. CONTRACTOR (MORRISON COUNTY)

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

By: [Signature]

Title: County Administrator

Date: 10/22/2019

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: \_\_\_\_\_

(with delegated authority)

Title: \_\_\_\_\_

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

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: \_\_\_\_\_

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

Distribution:  
Agency  
Contractor  
State's Authorized Representative - Photo Copy





- a. The State shall provide technical and funding assistance with the alignment selection, engineering and design for the Trail as defined in Exhibit A as provided by the County. This funding shall be limited to the project specific County expenses directly related to the alignment selection, design and engineering of the Trail.
- b. The State shall be permitted to review and approve the proposed trail alignments prior to the County developing conceptual plans.
- c. The State shall be permitted to review and approve the conceptual, preliminary and final plans and specifications for the Trail as prepared by the County.
- d. State approval and comment on County developed Trail alignments and conceptual, preliminary and final plans and specifications for the Trail engineering, will be provided to the County by the State's designated Project Contact.
- e. The State shall be permitted to review and approve any subcontract any of the survey, engineering and design of the Trail proposed by the County. Written approval and concurrence to award a contract will be provided to the County by the State's designated Project Contact.
- f. Upon completion of the proposed plans and specifications for the Trail or Trail Segments by the County, the State shall be solely responsible for the construction, operations, administration and maintenance of the State Trail.

## II. COUNTY'S DUTIES AND RESPONSIBILITIES

- a. The County shall be the lead in the alignment selection and conceptual, preliminary and final design and specifications for the Trail or Trail segments completed in association with the pavement rehabilitation and realignment of segments of CSAH 1 and located within County administered lands.
- b. The design for the Trail as developed by the County shall meet ADA requirements where applicable and shall be approved by the approved by the State.
- c. The County may not subcontract any of the engineering and design of the State Trail without approval by the State. Written approval and concurrence to award a contract will be provided to the County by the State's designated Project Engineer.
- d. The County shall prepare the necessary survey, engineering and design plans and specifications for the Trail or Trail segment as approved by the State's designated Project Contact. This work shall be completed under the supervision of a registered professional engineer. The Final plans and specifications shall be provided in a format specified by the State.
- e. All changes to the engineering or design plans for the Trail within County Administered lands as approved by the State, proposed by the County shall be subject to approval by the State. State approval and comment will be provided to the County by the State's designated Project Contact.

## III. FUNDING

The State shall provide funding for it's responsibilities under Article I (a) above, however, the total obligation of the State for the design and engineering of the facility under Article I (a) as referenced, not to exceed **\$45,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* December 15, 2018, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later.**
- b. *Expiration Date:* **December 31, 2021**, or when all obligations under Article II (a)(b)(c)(d)(e) has been

satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

The State shall provide funding for its responsibilities under Article I (b)(c)(d)(e)(f) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered.

Reimbursement of eligible costs will be due within thirty (30) days of the County's presentation of invoices for services performed and acceptance of such services by the State's Project Engineer. The County will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law. The County may seek reimbursement of all State Trail survey, engineering and design related eligible costs from the State.

#### IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by Minnesota Statutes Sections 466.01-466.15, and other applicable law.

#### V. TERM

- a. *Effective Date:* December 15, 2018, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The County shall not begin work under this Agreement until it is fully executed and the County has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date:* December 31, 2021, except as otherwise provided herein or agreed to in writing by both parties.

#### VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the County relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

#### VII. ANTITRUST

The County hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

#### VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the County. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the County by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the County shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the County notice of lack of funding within a reasonable time of the State's receiving that notice.

This Agreement may also be cancelled by the County at any time with or without cause upon thirty (30) days written notice to the State.

#### IX. GOVERNMENT DATA PRACTICES

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

X. PUBLICITY AND ENDORSEMENT

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

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State

Minnesota Department of Natural Resources  
Parks & Trails Division Area (3A) Supervisor  
1035 South Benton Drive  
Sauk Rapids, MN 56379

The County

County of Morrison  
County Public Works Director  
213 SE 1<sup>st</sup> Avenue  
Little Falls, MN 56345

[THE BALANCE OF THIS PAGE LEFT INTENTIONALY BLANK]

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

DEPARTMENT OF NATURAL RESOURCES

By: [Signature]  
Title: Deputy Director  
Date: 1/3/2019 *DS*

COUNTY OF MORRISON

By: [Signature]  
Title: County Board Chair  
Date: 1/23/2019

DEPARTMENT OF ADMINISTRATION  
Delegated to Materials Management Division

By: [Signature]  
Title: AMS  
Date: 1/10/2019  
(Effective Date)

COUNTY OF MORRISON

By: [Signature]  
Title: County Administrator  
Date: 1/2/19

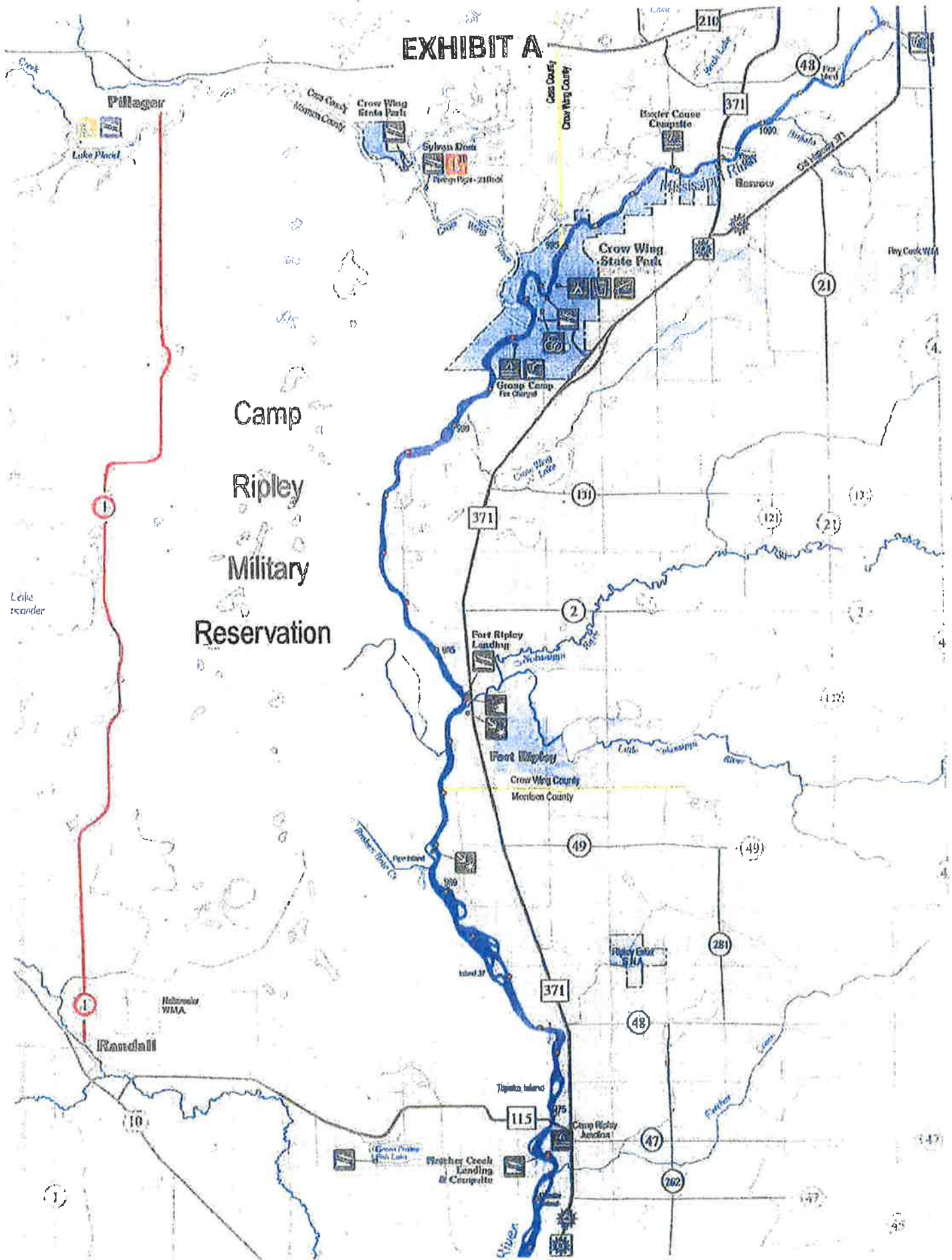
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STATE ENCUMBERANCE VERIFICATION

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

Signed: [Signature]  
Date: 12-13-2018  
Contract: # 151138  
3-144379

# EXHIBIT A



Camp  
Ripley  
Military  
Reservation

Pillager

Lake Placid

Crow Wing State Park

Sylvan Room

Boater Canoe Campsite

Crow Wing State Park

Group Camp for Groups

Fort Ripley Landing

Fort Ripley

Crow Wing County  
Menomonie County

Randall

10

115

Weather Creek Landing & Campsite

175

Camp Ripley Junction

47

762

48

281

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371

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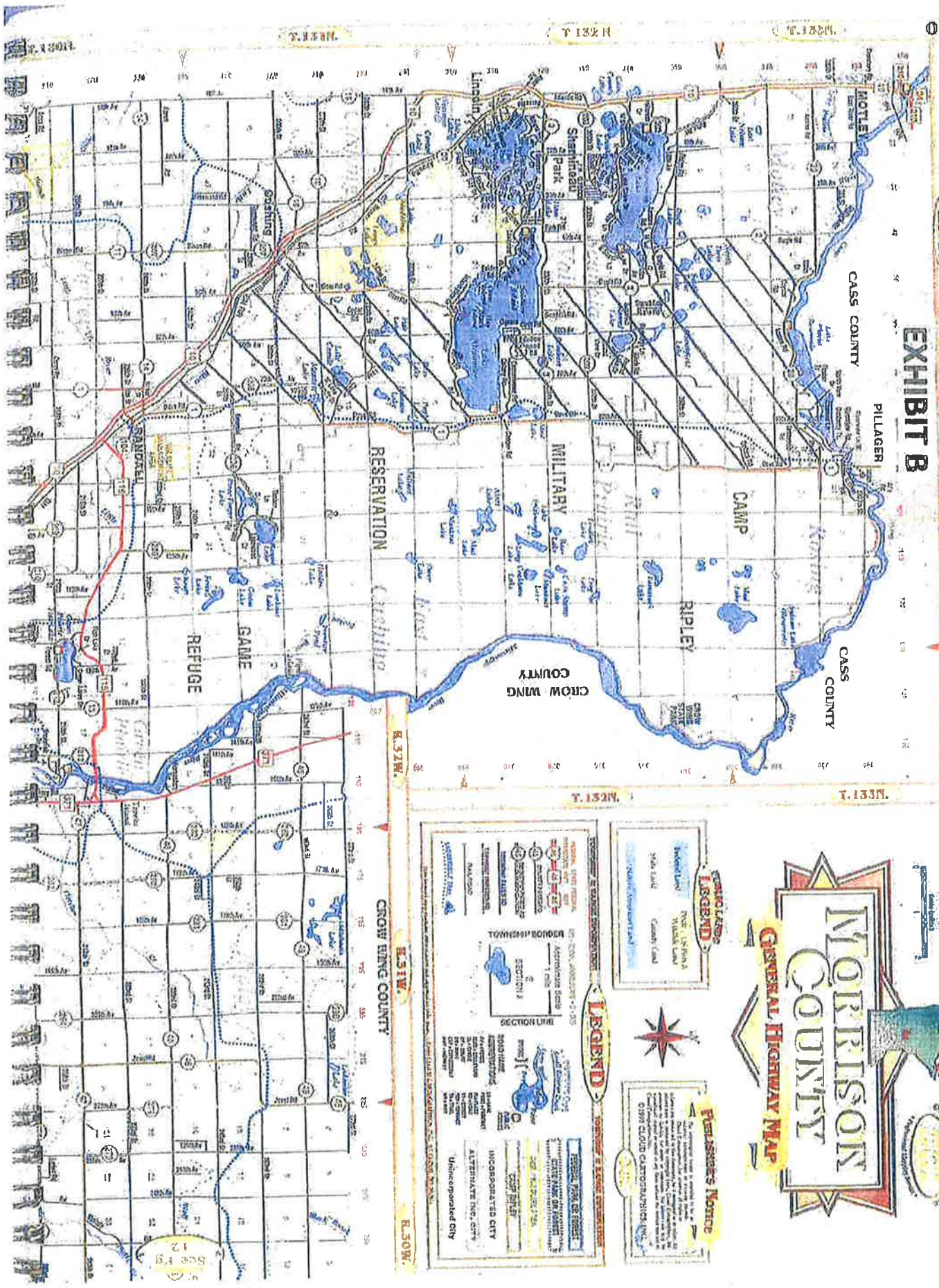
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# EXHIBIT B

R.31W

R.30W

R.29W



## GENERAL HIGHWAY MAP

**GENCO LANDS LEGEND**

- Under Land
- State Land
- County Land
- Private (Conveyance)

**Fuel User's Notice**

Minnesota's Fuel Tax is 12¢ per gallon. The tax is levied on the retail price of fuel. The tax is collected by the Minnesota Department of Transportation. The tax is used to fund the state's transportation program. The tax is also used to fund the state's highway program. The tax is also used to fund the state's airport program. The tax is also used to fund the state's harbor program. The tax is also used to fund the state's waterway program. The tax is also used to fund the state's canal program. The tax is also used to fund the state's other transportation programs.

**LEGEND**

**CONVEYANCE TO STATE GOVERNMENT**

- State Land
- State Water
- State Forest
- State Park
- State Game Refuge
- State Wildlife Refuge
- State Game Refuge
- State Wildlife Refuge
- State Game Refuge
- State Wildlife Refuge

**CONVEYANCE TO COUNTY GOVERNMENT**

- County Land
- County Water
- County Forest
- County Park
- County Game Refuge
- County Wildlife Refuge
- County Game Refuge
- County Wildlife Refuge
- County Game Refuge
- County Wildlife Refuge

**CONVEYANCE TO PRIVATE OWNERSHIP**

- Private Land
- Private Water
- Private Forest
- Private Park
- Private Game Refuge
- Private Wildlife Refuge
- Private Game Refuge
- Private Wildlife Refuge
- Private Game Refuge
- Private Wildlife Refuge

**INCORPORATED CITY**

- City
- Unincorporated City

See 1 & 2

Exhibit C

Resolution #2018 -095

**COOPERATIVE AGREEMENT BETWEEN  
STATE OF MINNESOTA DNR AND MORRISON COUNTY**

BE IT RESOLVED, that pursuant to Minnesota Statutes Section 471.59, the Commissioner of the Department of Natural Resources and Morrison County are authorized to enter into agreements to jointly or cooperatively exercise common powers.


BE IT FURTHER RESOLVED that the County Board Chairman and the County Administrator are hereby authorized and directed for and on behalf of the County to execute and enter into an agreement with the Commissioner of the Department of Natural Resources prescribing the terms and conditions as set forth and contained in "CAMP RIPLEY VETERANS STATE TRAIL - STATE TRAIL ENGINEERING AND DESIGN - RANDALL TO PILLAGER CSAH 1 SEGMENT, COOPERATIVE AGREEMENT", a copy of which said agreement was before the County Board and which is made a part hereof by reference.

Adopted this 31<sup>st</sup> day of December, 2018.

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 31<sup>st</sup> day of Dec., 2018 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 2<sup>nd</sup> day of Jan, 2019

  
\_\_\_\_\_  
Deb Gruber  
County Administrator

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