



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

MARCH 9, 2021
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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 Wilson.

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

Staff present: Deb Gruber, Tabitha Maher, Amy Kowalzek, Chelsey Robinson, Brad Vold, Beth Hamlin, Nicole Kern, Jean Popp, Melanie Erickson, Tom Swenson, Kevin Sowada, Shane Ganley, DelRae LeBlanc, Tina Gorecki., Roxi Lukasavitz, Eve Balfany, Steve Backowski, Melissa Sanoski, Eileen Holtberg, Charlotte Deadrick, Collin Backowski, Sasha Forcier, Victoria MacKissock, Beth Brenny, Emily Loomis, Megan Holzheimer, Tina Wagner, Breanna Germain, Linda Sczublewski, Joseph Heying, Louise Jarvis, Patricia Branchaud, Gail Miller, Amy Kowalzek, Sandra Lubbers, Robert Sanders, Frances Dosh, Julie Shelstad, Jen Sanders, Jean Popp, Nancy Ruby, Jane Holman, John Schelonka, Trina Ebinger, Ricki Okerman, John Erdrich, Eileen Holtberg, Elizabeth (Beth) Brouns, and Thomas Daniels.

Others present: Michelle Tautges, Alissa Erdrich, Mark Slupe, and Zach Hacker.

APPROVAL OF COUNTY BOARD MINUTES

A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and carried unanimously to approve the Morrison County Board Meeting Minutes from March 2nd, 2021.

AGENDA CHANGES

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

YEARS OF SERVICE AWARDS

Deb Gruber, Administrator, presented the Years of Service Awards to the following employees:

5 Year Certificate of Appreciation and gift were presented to: Matthew Messerschmidt, Caroline Grove, Charlotte Deadrick, Daniel Owens, William Vanden Avond, Collin Backowski, Trevor Killeaney, Douglas Rakow, Michael Whitlow, Sasha Forcier, Victoria MacKissock, Beth Brenny, Melanie Mick, Emily Loomis, Megan Holzheimer, Tina Wagner, Stephanie Robak, Chelsey Robinson, Eve Balfany, Shane Ganley, and Breanna Germain.

10 Year Certificate of Appreciation and gift were presented to: Linda Sczublewski, Joseph Heying and Jeffrey Bowman.

15 Year Certificate of Appreciation and gift were presented to: Louise Jarvis, Elizabeth Hamlin, Debra Gruber, Linda Strand, Jacqueline Marx, Patricia Branchaud, James Paschelke and Gail Miller.

20 Year Certificate of Appreciation and gift were presented to: Rachel Barta, Amy Kowalzek, Sandra Lubbers, Deborah Symanietz, Robert Sanders, Frances Dosh, Amy Springer, Julie Shelstad, Jennifer Sanders, Jean Popp, Nancy Ruby, Mary Swenson, and Jane Holman.



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25 Year Certificate of Appreciation and gift were presented to: Joy Leidenfrost, John Schelonka, Trina Ebinger, Karen Athman and Hope Yoder.

30 Year Certificate of Appreciation and gift were presented to: Ricki Okerman, John Erdrich, Eileen Holtberg, and Elizabeth (Beth) Brouns.

35 Year Certificate of Appreciation and gift were presented to: Thomas Daniels.

SOCIAL SERVICES REPORT

Brad Vold, Director, and special guests Michelle Tautges, Alissa Erdrich from Sourcewell provided information on childcare licensing in Morrison County.

PUBLIC HEALTH REPORT

A motion was made by Commissioner Winscher, seconded by Commissioner LeMieur and carried unanimously to approve replacing a Public Health Nurse responsible for Maternal Child Health and Disease Prevention and Control.

CORRECTIONS

A motion was made by Commissioner Jelinski, seconded by Commissioner Blaine and carried unanimously to accept the Hamlin Family Donation.

AUDITOR/TREASURER REPORT

A motion was made by Commissioner Blaine, seconded by Commissioner LeMieur and carried unanimously to approve Resolution#2021-024 for Mary of Lourdes School to hold a raffle at the Falls Ballroom on May 14th, 2021.

A motion was made by Commissioner Jelinski, seconded by Commissioner Winscher and carried unanimously to approve a replacement of the Land Records Specialist position within the Auditor-Treasurers Office. Grade 21, Full time position.

AUDITOR/TREASURER

Chelsey Robinson, Auditor/Treasurer, presented the February 28, 2021 Cash Report.

WARRANTS

A motion was made by Commissioner Winscher, seconded by Commissioner Jelinski 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 March 9th, 2021 be approved for payment:



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MARCH 11, 2021 COMMISSIONER WARRANTS	AMOUNT
ANOKA COUNTY CORRECTIONS	22,790.00
ANOKA COUNTY TREASURY OFFICE	3,900.00
BURNS & MCDONNELL	2,688.46
CARGILL INC	40,301.86
CENTRAL MN MENTAL HEALTH CTR	4,205.00
COMMUNITY LAND SOLUTIONS INC	2,300.00
CULDRUM TOWNSHIP	2,478.00
DHS - MAPS	24,139.27
DISCOVERY HORSE	6,050.00
EMPLOYMENT ENTERPRISES INC	4,829.00
EPLUS TECHNOLOGY INC	43,069.70
GEO COMM CORP	5,775.00
IT OUTLET INC	7,999.97
LASH'S AUTO REPAIR	4,726.25
LITTLE FALLS RADIO INC	4,188.00
LITTLE FALLS TOWNSHIP	2,523.00
LUTHERAN SOCIAL SERVICES-MANKATO	4,130.03
MEND CORRECTIONAL CARE LLC	10,417.52
METRO SALES INC	4,536.03
MIELKE OIL COMPANY	2,396.35
MILLS MOTOR INC	2,546.71
MN COUNTIES COMPUTER COOP	21,877.50
NEWMAN SIGNS INC	8,029.75
NORTHWOOD CHILDREN'S SERVICES	2,659.50
OAKRIDGE HOMES, INC	4,083.95
PETERS LAW OFFICE PA	2,500.00
PIERZ TOWNSHIP	7,412.00
PRAIRIE ST JOHNS	10,642.07
PRIVATE CLIENT VENDOR	3,348.60
PRIVATE CLIENT VENDOR	2,089.40
PRIVATE CLIENT VENDOR	2,292.74
PRIVATE CLIENT VENDOR	3,113.99
PULASKI TOWNSHIP	2,592.00
RANDALL CITY	2,788.40
RESOURCE TRAINING & SOLUTIONS	2,524.44
ROYAL TIRE INC	2,488.88
SCHOOL DISTRICT - 482	2,221.21
SHELLEY FUNERAL CHAPELS INC	6,803.88



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SHI INTERNATIONAL CORP	6,752.00
SYSCO WESTERN MN	3,626.05
TODD COUNTY PUBLIC WORKS	9,044.24
VOLUNTEERS OF AMERICA - MN & WI	14,880.00
WEST CENTRAL REG JUVENILE CTR	10,354.00
WEX BANK	10,567.68
WIDSETH,SMITH,NOLTING & ASSOC, INC	3,150.00
285 VENDORS UNDER \$2000.00	109,056.12

TOTAL PAID MARCH 11, 2021	\$ 460,888.55
TAXABLE MEALS	\$ 53.97
COMMISSIONERS EXPENSES	\$ 198.24

FEBRUARY, 2021 AUDITOR WARRANTS	AMOUNT
CENTERPOINT ENERGY	6,308.53
GUSTAFSON MECHANICAL INC	62,327.26
JOHNSON CONTROLS	22,260.00
LITTLE FALLS TOWNSHIP	2,016.99
LITTLE FALLS WASTE INC	83,754.07
MCDOWALL COMPANY	38,375.75
MN COUNCIL 65 AFSCME	2,358.26
NEVER TOO LATE LLC	3,273.00
WONDERLICH /SCOTT A	2,296.54
22 VENDORS UNDER \$2000.00	10,585.49
	\$
TOTAL PAID FEBRUARY 5, 2021	233,555.89

CROW WING POWER & LIGHT	10,906.01
HEALTH PARTNERS	306,498.50
KNIFE RIVER CORPORATION	92,198.49
TODD COUNTY PUBLIC HEALTH	38,982.14
WADENA COUNTY PUBLIC HEALTH	35,891.16
15 VENDORS UNDER \$2000.00	2,582.30
TOTAL PAID FEBRUARY 12, 2021	\$487,058.60

AGRAM TOWNSHIP	15,393.44
BELLE PRAIRIE TOWNSHIP	19,081.24
BELLEVUE TOWNSHIP	29,936.69
BUCKMAN TOWNSHIP	26,824.38
BUH TOWNSHIP	18,877.23
CONSOLIDATED TELEPHONE CO	3,083.13



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CULDRUM TOWNSHIP	17,596.70
CUSHING TOWNSHIP	19,265.37
DARLING TOWNSHIP	16,850.04
DM ENTERPRISES	4,422.51
ELMDALE TOWNSHIP	31,736.06
FURTHER	3,630.00
GRANITE TOWNSHIP	17,449.21
GREEN PRAIRIE TOWNSHIP	14,931.93
HILLMAN TOWNSHIP	7,790.70
HOLDEN ELECTRIC COMPANY INC	3,325.00
LAKIN TOWNSHIP	15,699.20
LEIGH TOWNSHIP	7,976.20
LITTLE FALLS CARE CENTER	2,440.88
LITTLE FALLS TOWNSHIP	37,859.66
LITTLE FALLS WASTE INC	83,754.07
MN COUNCIL 65 AFSCME	2,358.26
MORRILL TOWNSHIP	19,058.31
MORRISON COUNTY SOCIAL SERVICE	2,932.00
MOTLEY TOWNSHIP	3,930.38
MOUNT MORRIS TOWNSHIP	2,766.75
PARKER TOWNSHIP	16,892.99
PIERZ TOWNSHIP	16,965.42
PIKE CREEK TOWNSHIP	28,703.26
PLATTE TOWNSHIP	12,682.04
PULASKI TOWNSHIP	11,470.54
RICHARDSON TOWNSHIP	17,210.51
RIPLEY TOWNSHIP	23,514.49
ROSLING TOWNSHIP	4,369.24
SCANDIA VALLEY TOWNSHIP	34,641.02
SWAN RIVER TOWNSHIP	26,876.72
SWANVILLE TOWNSHIP	17,602.44
TWO RIVERS TOWNSHIP	21,270.84
UNITED STATES POSTAL SERVICE	10,000.00
WONDERLICH /SCOTT A	2,296.54
13 VENDORS UNDER \$2000.00	5,839.80
TOTAL PAID FEBRUARY 19, 2021	\$679,305.19
AETNA	9,826.54
CENTERPOINT ENERGY	4,018.12
MN POWER & LIGHT	13,210.18



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SUN LIFE FINANCIAL	11,260.10
VERIZON WIRELESS	3,294.10
6 VENDORS UNDER \$2000.00	6,349.27
TOTAL PAID FEBRUARY 25, 2021	47,958.31

<u>Vendor</u>	<u>Amount</u>
BMO (P CARD)	7,087.14
COMMISSIONER OF REVENUE	25,903.10
COMMISSIONER OF REVENUE	25,133.31
DEPARTMENT OF NATURAL RESOURCES	21,484.78
DEPARTMENT OF NATURAL RESOURCES	9,306.00
DEPARTMENT OF NATURAL RESOURCES	13,295.95
DEPARTMENT OF NATURAL RESOURCES	7,382.98
FURTHER - HRA	27,899.54
FURTHER - HRA	28,090.88
FURTHER - SELECT ACCOUNT	2,060.50
FURTHER - SELECT ACCOUNT	3,411.78
FURTHER - SELECT ACCOUNT	6,985.52
FURTHER - SELECT ACCOUNT	3,100.72
MN DEPARTMENT OF REVENUE	117,854.33
MN STATE RETIREMENT SYSTEM	8,585.00
MN STATE RETIREMENT SYSTEM	11,589.60
MN STATE RETIREMENT SYSTEM	8,585.00
NACO - MIDWEST	23,117.00
NACO - MIDWEST	22,992.00
PUBLIC EMPLOYEE RETIREMENT ASN	105,429.76
PUBLIC EMPLOYEE RETIREMENT ASN	103,078.93
SALARIES	430,648.29
SALARIES	423,254.50
US BANK	144,949.27
US BANK	141,756.11
10 <small>Payments less than 2000</small>	5,283.51
FEBRUARY, 2021 MANUALS:	\$1,728,265.50



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

PUBLIC WORKS REPORT

A motion was made by Commissioner LeMieur, seconded by Commissioner Blaine and carried unanimously to approve Resolution#2021-025 Camp Ripley Veterans State Trail – Little Elk Crossing Cooperative Agreement.

ADMINISTRATION

Beth Hamlin, Human Resource Manager, presented information on the Paycom Human Resource Information System for Morrison County. The Commissioners requested additional information and to have it brought back before them at the next meeting March 23, 2021.

A motion was made by Commissioner LeMieur, seconded by Commissioner Winscher to discuss approval of the replacement of the Payroll Specialist and backfill any internal position as a result. Motion failed 2-3 with Commissioners Blaine, LeMieur, and Winscher voting 'nay'.


A motion was made by Commissioner Winscher, seconded by Commissioner Blaine and carried unanimously to consider extending the existing FFCRA parameters to Morrison County staff until June 30, 2021 or until circumstances change and warrant new direction. This voluntary extension will be superseded by and not in addition to any new government plan that might be created in the future.

COUNTY BOARD REPORTS AND SCHEDULE

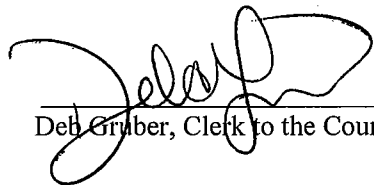
Members of the County Board reported on various meetings they have attended and on their upcoming schedule of meetings with various organizations.

ADJOURNMENT

A motion was made by Commissioner Winscher, seconded by Commissioner Blaine and carried unanimously to adjourn the meeting at 11:35 a.m.



Mike Wilson, Chairman



Deb Gruber, Clerk to the County Board

DATE: 3/9

MORRISON COUNTY BOARD OF COMMISSIONERS
COUNTY BOARD MEETING

PLEASE SIGN IN

NAME	ADDRESS/REPRESENTING
Mark Slupe	6RTV Channel 180
Fran Dosh	
Nancy Ruly	
Emily Loomis	
Ricki Okerman	
Robert Sanders	
John Sarchuk	
Jim Nym	
Jim Sanders	
Sasha Forcier	
Megan Holzheimer	
Collin Backowski	
Michelle Tartjes	
Aissa Endrich	

RESOLUTION #2021- 024

APPROVING MINNESOTA APPLICATION FOR AN EXEMPT PERMIT FOR
LAWFUL GAMBLING FOR MARY OF LOURDES SCHOOL TO HOLD A RAFFLE
ON MAY 14TH, 2021 LOCATED AT THE FALLS BALLROOM
15879 HIGHWAY 27 – LITTLE FALLS, MN 56345

WHEREAS, Mary of Lourdes School has submitted an application to the Morrison County Auditor-Treasurers office requesting Morrison County Board of Commissioners approval of an application for an exempt permit. The event location will be held at The Falls Ballroom; and

WHEREAS, it has been demonstrated that the organization is collecting gambling monies for lawful purposes.

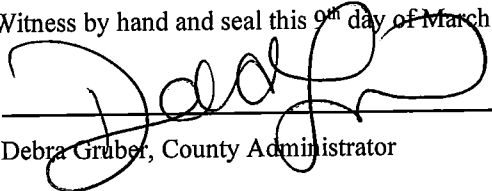
NOW THEREFORE, BE IT RESOLVED, That the Morrison County Board of Commissioners approve of the local application for an exempt permit to Mary of Lourdes School to hold a raffle on May 14th, 2021 located at The Falls Ballroom. 15879 Highway 27 - Little Falls, MN 56345

Adopted this 9th day of March 2021.

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 9th day of March 2021, 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 9th day of March 2021.


Debra Gruber, County Administrator

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

**CAMP RIPLEY VETERANS STATE TRAIL
STATE TRAIL LITTLE ELK RIVER CROSSING
MORRISON COUNTY CSAH 1
COOPERATIVE AGREEMENT**

**BETWEEN
THE STATE OF MINNESOTA AND THE COUNTY OF MORRISON**

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the County of Morrison hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.015, sub. 28, to establish, develop, maintain and operate the Camp Ripley Veterans State Trail; and

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the State and the County have determined that the development of the Camp Ripley Veterans State Trail within Morrison County is of high priority; and

WHEREAS, the County and the State, intend to cooperate in the construction of a new Morrison County – County State Aid Highway 1 (CSAH 1) crossing of the Little Elk River in the community of Randall, including the development of a corridor for the Camp Ripley Veterans State Trail, herein after referred to as the "Project" and a identified in the Map attached and incorporated into this agreement as Exhibit A; and

WHEREAS, the State has been provided funding by the 2020 Minnesota Legislature for the engineering, design and construction of the Camp Ripley Veterans State Trail; and

WHEREAS, the State was awarded \$150,000.00 in Federal Recreational Trail Grant Program Funding in 2019 for the development of a State Trail crossing of the Little Elk River; and

WHEREAS, the State retains responsibility for the non-federal funding match required by the Federal Recreational Trail Grant Program; and

WHEREAS, the County owns or has easement over all lands required for the Project and the future Camp Ripley Veterans State Trail corridor, including but not limited to the right-of-way of CSAH 1 in Section 6, T130N, R30W, Morrison County; as shown in the map attached and incorporated into this agreement as Exhibit B; and

WHEREAS, the County has developed final plans and specifications for reconstruction of the Project, including the installation of a designated, separate crossing to accommodate the Camp Ripley Veterans State Trail, herein after referred to as the "Plan", which is attached and incorporated into this agreement as Exhibit C; and

WHEREAS, the Plan as developed by the County addresses the applicable requirements of the Americans with Disabilities Act (ADA) has been approved by the State; and

WHEREAS, the County has agreed to be the lead agency for the construction of the Project, including all construction contracting and contract administration, construction engineering and inspection, from contract award through construction completion and certification, and

WHEREAS, upon completion of the Project, the State shall administer, operate and maintain the State Trail portion of the Project as a segment of the Camp Ripley Veterans State Trail; and

WHEREAS, a resolution or copy of the County Board meeting minutes authorizing the County to enter into this agreement is attached hereto as Exhibit D; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall provide technical assistance in the construction, construction engineering, and design revisions of the State Trail portion of the Project located along and adjacent to Morrison County CSAH 1 over the Little Elk River and as identified in Exhibit A.
- b. The State shall provide funding assistance to the County for the construction, contract administration, construction engineering, and construction inspection directly attributed to the State Trail portion of the Project.
- c. The State has been permitted to review and approve the plans and specifications for the Project as developed by the County represented in Exhibit C. The design meets the applicable requirements of the ADA for facilities of this type.
- d. The State shall be permitted to review and approve all revisions to the Project which will directly affect the State Trail as reflected in Exhibit D, that are proposed by the County during construction. State approval and comment will be provided to the County by the State's designated Project Contact.
- e. Upon completion of the Project, the State shall be permitted to administer, operate and maintain the State Trail portion of the Project as a segment of the Camp Ripley Veterans State Trail.
- f. The State shall be solely responsible for all maintenance of the State Trail, that shall include but not limited to trail surface and trail associated improvement repair and replacement.
- g. The State reserves the right to access the State Trail and State Trail corridor to any time to ensure that the County is in compliance with this Agreement.
- h. The State and the County may cooperatively develop separate annual Agreements for the maintenance, repair or replacement of the State Trail and associated improvements as required.

II. COUNTY'S DUTIES AND RESPONSIBILITIES

- a. The County has developed the final plans and specification for the Project, which include the development of a designated, separate crossing to accommodate the Camp Ripley Veterans State Trail, as identified in Exhibit C.
- b. The County has permitted the State to review and approve the plans and specifications of the Project as developed by County.
- c. The County shall obtain all federal and state permits necessary for the construction of the Project.
- d. The County shall perform all necessary bid advertisement, contract administration, construction, construction engineering, and construction inspection required for the completion of the Project, from contract award to certification of the final payment.
- e. The County may not award any construction contract for the Project without approval by the State. Written approval and concurrence to award the construction contract will be provided to the County by the State's designated Project Contact.
- f. The County shall permit the State to review and approve all revisions to the Project Plans and specifications prior to or during construction that will directly affect the construction of the State Trail as currently proposed. State approval and comment will be provided to the County by the State's designated Project Contact.

- g. Upon completion of the Project, the County shall permit the State to administer, operate and maintain the designated trail portion of the Project as a segment of the Camp Ripley Veterans State Trail for the term of this agreement.
- h. The County shall be solely responsible for the maintenance of CSAH 1 and the CSAH 1 crossing of the Little Elk River, including the guardrail that separates CSAH vehicle traffic from the designated State Trail.
- i. The County shall permit the State to review and approve all revisions to the to the CSAH 1 crossing of the Little Elk River during the term of this Agreement that will directly affect the State Trail. State approval and comment will be provided to the County by the State's designated Project Contact.
- j. The County and the State may cooperatively develop separate annual Agreement for the maintenance, repair or replacement of the State Trail and associated improvements as required.

III. FUNDING

The State shall provide funding for it's responsibilities under Article I (b) above, however, the total obligation of the State for the construction, construction administration, construction engineering and construction inspection of the State Trail portion of the Plan under Article I (c), not to exceed **\$200,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* **March 11, 2021, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later.**
- b. *Expiration Date:* **March 11, 2023**, or when all obligations under Article II (a)(b)(c)(d) 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 (a)(c)(d)(e)(f)(g)(h) 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 Contact. 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 construction, contract administration, construction engineering, and construction inspection related eligible costs directly attributed to the State Trail portion of the Project.

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:* **March 11, 2021, 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:* **March 11, 2061**, for a period of forty (40) years 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 or without 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.

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. All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

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
Morrison County
County Public Works Director
213 SE 1st Avenue
Little Falls, MN 56345

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

DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: _____

Date: _____

COUNTY OF MORRISON

By: Mark Wilson

Title: Board Chairman

Date: 3/9/21

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

By: _____

Title: _____

Date: _____

(Effective Date)

COUNTY OF MORRISON

By: [Signature]

Title: County Administrator

Date: 3/9/21

STATE ENCUMBERANCE VERIFICATION

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

Signed:

Karen Potvin Digitally signed by Karen Potvin

Date:

Date: 2021.03.05 09:01:02 -06'00'

Contract:

190387/PO# 3000184296

RESOLUTION #2021- 025

**CAMP RIPLEY VETERANS STATE TRAIL – LITTLE ELK RIVER CROSSING
COOPERATIVE AGREEMENT**

IT IS RESOLVED, that Morrison County enter into a the Camp Ripley Veterans State Trail – Little Elk River Crossing Cooperative Agreement with the State of Minnesota, Department of Natural Resources, Division of Parks and Trails for the following purpose:

Camp Ripley Veterans State Trail Corridor Construction

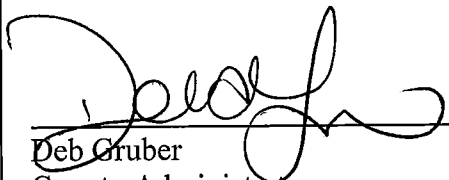
BE IT FURTHER RESOLVED, that the County Board Chairman and the County Administrator are authorized to execute the Agreement and any Amendments to the Agreement.

Adopted this 9 day of March, 2021.

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 9 day of Mar., 2021 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 9 day of Mar., 2021



Deb Gruber
County Administrator

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

RESOLUTION #2021-020
EXTENDING THE FAMILIES FIRST
CORONAVIRUS RESPONSE ACT BENEFITS

WHEREAS, the Federal Families First Coronavirus Response Act ("Act") went into effect on April 2, 2020 in response to the COVID-19 pandemic; and

WHEREAS, the Act includes provisions for employer provided emergency paid sick leave and expansion to the Family Medical Leave Act for employees that are unable to work or telework due to COVID-19; and

WHEREAS, the Act expired on December 31, 2020; and

WHEREAS, the Act has not been extended past December 31, 2020 by the Federal Government; and

WHEREAS, COVID-19 continues to create a need for employee time off in 2021; and

WHEREAS, the Morrison County Board continues to be committed to supporting the well-being of its staff and their families during this pandemic.

NOW, THEREFORE, BE IT RESOLVED, the Morrison County Board of Commissioners approves extending the benefits of the Act to June 30, 2021.

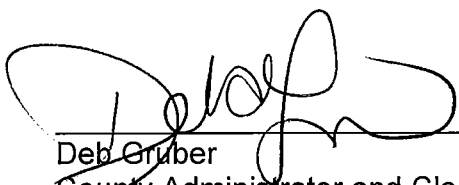
BE IT FURTHER RESOLVED; should the Act be extended or modified by the Federal Government, Morrison County shall follow said extension and modifications.

Dated this 9th day of March, 2021.



Mike Wilson, Chair
Morrison County Board of Commissioners

ATTEST:



Deb Gruber
County Administrator and Clerk to the Board