



# MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

JULY 13, 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, Brad Vold, Amy Kowalzek, Chelsey Robinson, Sarah Pratt, Shawn Larsen, Karen Szczodroski, Emily Loomis, Steve Backowski, Amy Middendorf, and Steve Messerschmidt.

**Others present:** Mark Slupe, Zach Hacker, and John Brichacek.

## **APPROVAL OF COUNTY BOARD MINUTES**

A motion was made by Commissioner Jelinski, seconded by Commissioner Winscher and carried unanimously with all Commissioners voting 'aye', with Commissioner Blaine absent to approve the Morrison County Board Meeting Minutes from June 22nd, 2021.

## **AGENDA CHANGES**

A motion was made by Commissioner Winscher, seconded by Commissioner Jelinski and carried unanimously with all Commissioners voting 'aye', with Commissioner Blaine absent to approve the agenda as presented.

## **SHERIFF**

A motion was made by Commissioner LeMieur, seconded by Commissioner Jelinski and carried unanimously to replace vacancies for a full-time Correctional Officer Position and a full-time Deputy position.

## **SOCIAL SERVICES**

Brad Vold, Director, Karen Szczodroski, Supervisor, reported on MFIP and Childcare Assistance programs.

## **PUBLIC HEALTH**

A motion was made by Commissioner Jelinski, seconded by Commissioner Winscher and carried unanimously to approve Resolution#2021-066 authorizing Morrison County Public Health to enter into a grant agreement with the Minnesota Department of Public Safety from October 1, 2021 to September 30, 2022 to continue the activities.

A motion was made by Commissioner LeMieur, seconded by Commissioner Jelinski and carried unanimously to approve a 1-Day Temporary On-Sale Liquor License for Lincoln Scandia Valley Lions to hold an event, Scandia Valley Summerfest, at the Scandia Valley Townhall on August 7th, 2021.

\*Sheriff Shawn Larsen approved the liquor license application.



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A motion was made by Commissioner Winscher, seconded by Commissioner LeMieur and carried unanimously to approve 2021 New Lodging Establishment License:

Dist. 3            Franciscan Sisters of Little Falls, MN-Mary Hall            \$217  
Corporation: Franciscan Sisters of Little Falls, MN

A motion was made by Commissioner LeMieur, seconded by Commissioner Winscher and carried unanimously approve a 1 day temporary on-sale liquor license for the Randall Cushing Lions Club. Event is the Cushing Car Show held at the Cushing Park. Requesting a variance from the 30 day requirement to submit application prior to date of event (7/31/2021).

## LAND SERVICES

A motion was made by Commissioner LeMieur, seconded by Commissioner Jelinski and carried unanimously to consider the Lease Agreement with the DNR for a Fish Trap Lake Waterless Cleaning Station. County Attorney has reviewed the agreement.

## INFORMATION TECHNOLOGY

A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and carried to approve the Morrison County Sheriff's Office, County Attorney's Office, and Social Services Department to purchase and move forward with Winscribe Software for dictation and transcription services.

Sheriff's cost: \$14,108.00

Attorney cost: \$6,412.00

Social Services cost:\$2,625.00

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

## AUDITOR/TREASURER

A motion was made by Commissioner Winscher, seconded by Commissioner LeMieur and carried unanimously to open a checking account under the MAGIC hierarchy for the ARPA funds.

A motion was made by Commissioner LeMieur, seconded by Commissioner Jelinski and carried unanimously to approve the Resolution#2021-064 to request approval from the MN Department of Natural Resources to sell tax forfeited properties.

A motion was made by Commissioner LeMieur, seconded by Commissioner Winscher and carried unanimously to approve the application and security plan for 2 Tall Tavern to hold a large assembly event on August 6th, 2021.

## WARRANTS

A motion was made by Commissioner LeMieur, 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;



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NOW THEREFORE, BE IT RESOLVED, that the list of County Board Warrants on file in the

Auditor/Treasurer's Office for July 13th, 2021 be approved for payment:

## JUNE'21 MANUAL WARRANTS

<u>Vendor Name</u>	<u>Amount</u>
BMO (P CARD)	8,143.70
COMMISSIONER OF REVENUE	27,766.00
COMMISSIONER OF REVENUE	26,405.00
DEPARTMENT OF NATURAL RESOURCES	13,701.18
DEPARTMENT OF NATURAL RESOURCES	11,664.84
DEPARTMENT OF NATURAL RESOURCES	11,994.90
DEPARTMENT OF NATURAL RESOURCES	11,111.80
FURTHER - HRA	27,788.98
FURTHER - HRA	26,941.64
FURTHER - SELECT ACCOUNT	2,011.46
FURTHER - SELECT ACCOUNT	5,049.47
FURTHER - SELECT ACCOUNT	5,059.91
MN DEPARTMENT OF REVENUE	819,212.59
MN DEPARTMENT OF REVENUE	106,631.73
MN DEPARTMENT OF REVENUE	3,416.00
MN DEPARTMENT OF REVENUE	109,767.27
MN STATE RETIREMENT SYSTEM	8,621.00
MN STATE RETIREMENT SYSTEM	8,621.00
NACO - MIDWEST	24,087.00
NACO - MIDWEST	24,537.00
PAYCOM SOFTWARE INC	5,072.24
PAYCOM SOFTWARE INC	4,673.18
PUBLIC EMPLOYEE RETIREMENT ASN	108,765.01
PUBLIC EMPLOYEE RETIREMENT ASN	105,802.33
SALARIES	449,796.22
SALARIES	435,098.76
US BANK	149,985.95
US BANK	149,324.64
8 Payments less than 2000	5,370.08
Final Total:	2,696,420.88

## JUNE 7'21 AUDITOR WARRANTS

ANDERSON BROS CONSTRUCTION	24,373.63
C & L EXCAVATING, INC	401,015.95
CROW WING POWER & LIGHT	7,854.64
KNIFE RIVER CORPORATION	973,999.62
LITTLE FALLS TOWNSHIP	2,642.49
SCHOOL DISTRICT - 116	131,950.60
SCHOOL DISTRICT - 2170	225,669.49
SCHOOL DISTRICT - 2753	4,273.92
SCHOOL DISTRICT - 480	90,925.29



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1,348,934.39

SCHOOL DISTRICT - 482	
SCHOOL DISTRICT - 484	598,425.29
SCHOOL DISTRICT - 485	443,801.41
SCHOOL DISTRICT - 486	147,874.51
SCHOOL DISTRICT - 487	234,419.61
SCHOOL DISTRICT - 51	47,178.75
SCHOOL DISTRICT - 738	16,429.42
SCHOOL DISTRICT - 912	49,744.20
SIR LINES-A-LOT INC	211,029.74
TODD COUNTY PUBLIC HEALTH	138,872.01
WADENA COUNTY PUBLIC HEALTH	100,970.83
14 VENDORS UNDER \$2000.00	7,066.99
<b>TOTAL PAID</b>	<b>\$ 5,207,452.78</b>

## JUNE 11, 21 AUDITOR WARRANTS

BOYS & GIRLS CLUB	5,000.00
COMMUNITY DEVELOPMENT OF MORRISON COUNTY	45,000.00
LITTLE FALLS WASTE INC	83,754.07
MORRISON COUNTY HUMANE SOCIETY	35,000.00
MORRISON COUNTY SOIL & WATER DISTRICT	124,000.00
WILMINGTON SAVINGS FUND SOCIETY	123,556.14
WONDERLICH /SCOTT A	2,296.54
8 VENDORS UNDER \$2000.00	2,483.28
<b>TOTAL PAID</b>	<b>\$ 421,090.03</b>

## JUNE 18'21 AUDITOR WARRANTS

### AMOUNT

NORTHLAND TRUST SERVICES INC	50,845.00
CORELOGIC CENTRALIZED REFUNDS	3,506.50
LITTLE FALLS FLEET SUPPLY	2,995.00
LERETA LLC	2,804.00
MN COUNCIL 65 AFSCME	2,220.26
28 VENDORS UNDER \$2000.00	10,895.68
<b>TOTAL PAID</b>	<b>\$ 73,266.44</b>

## JUNE 25'21 AUDITOR WARRANTS

### AMOUNT

AGRAM TOWNSHIP	53,145.58
ALL STATE COMMUNICATIONS	5,345.00
BELLE PRAIRIE TOWNSHIP	76,067.31
BELLEVUE TOWNSHIP	153,753.33
BOWLUS CITY	35,260.66
BUCKMAN CITY	40,311.76



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BUCKMAN TOWNSHIP	55,776.53
BUH TOWNSHIP	53,173.77
CROOKNECK LAKE IMP DISTRICT	5,867.35
CULDRUM TOWNSHIP	85,855.89
CUSHING TOWNSHIP	86,800.19
DARLING TOWNSHIP	54,175.50
ELMDALE CITY	10,201.38
ELMDALE TOWNSHIP	113,137.43
FISH TRAP LAKE IMP DISTRICT	7,945.71
FISH TRAP LAKE PROPERTY OWNERS ASSN	32,500.00
FLENSBURG CITY	52,966.01
GENOLA CITY	9,289.54
GRANITE TOWNSHIP	40,232.16
GREAT RIVER REGIONAL LIBRARY	125,750.25
GREEN PRAIRIE TOWNSHIP	51,661.53
HARDING CITY	9,467.86
HILLMAN CITY	2,663.03
HILLMAN TOWNSHIP	19,819.40
LAKE ALEXANDER IMP DISTRICT	21,184.02
LAKE SHAMINEAU LAKE IMP DISTRICT	178,017.03
LAKIN TOWNSHIP	60,838.03
LASTRUP CITY	18,215.50
LEIGH TOWNSHIP	21,876.69
LITTLE FALLS CITY	2,521,907.44
LITTLE FALLS HRA	49,706.35
LITTLE FALLS TOWNSHIP	217,657.84
MN CHILD SUPPORT PAYMENT CTR	4,600.00
MN POWER & LIGHT	15,735.54
MORRILL TOWNSHIP	45,546.51
MORRISON CO HISTORICAL SOCIETY	27,523.13
MORRISON COUNTY AG SOCIETY	15,285.30
MORRISON COUNTY HRA	22,561.34
MORRISON COUNTY RECREATION TRAILS	7,260.16
MOTLEY CITY	524,234.54
MOTLEY TOWNSHIP	31,704.04
MOUNT MORRIS TOWNSHIP	18,977.86
PARKER TOWNSHIP	41,942.78
PIERZ CITY	218,702.24
PIERZ TOWNSHIP	51,703.70
PIKE CREEK TOWNSHIP	93,560.85



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PLATTE TOWNSHIP	36,994.16
PULASKI TOWNSHIP	36,505.16
RANDALL CITY	101,644.68
REGION 5 DEVELOPMENT COMM	26,271.34
RICH PRAIRIE SEWER & WATER DISTRICT	15,362.76
RICHARDSON TOWNSHIP	127,870.87
RIPLEY TOWNSHIP	75,777.07
ROHING TOWNSHIP	23,416.01
ROYALTON CITY	224,003.35
RURAL DEV FINANCE AUTHORITY	55,119.45
SCANDIA VALLEY TOWNSHIP	404,549.76
SCHOOL DISTRICT - 2170	3,560.91
SCHOOL DISTRICT - 482	15,642.90
SCHOOL DISTRICT - 484	4,264.14
SCHOOL DISTRICT - 485	3,235.38
SOBIESKI CITY	34,651.73
SULLIVAN LAKE IMP DISTRICT	15,017.66
SWAN RIVER TOWNSHIP	73,195.88
SWANVILLE CITY	94,289.59
SWANVILLE TOWNSHIP	62,524.24
TWO RIVERS TOWNSHIP	54,594.30
UPSALA CITY	135,209.61
WONDERLICH /SCOTT A	2,296.54
19 VENDORS UNDER \$2000.00	10,391.41
<b>TOTAL PAID</b>	<b>\$ 7,026,296.96</b>

<b>JUNE 30'21 AUDITOR WARRANTS</b>	<b>AMOUNT</b>
HEALTH PARTNERS	303,494.00
SUN LIFE FINANCIAL	11,011.48
AETNA	9,706.70
MN COUNCIL 65 AFSCME	2,277.96
DEPUTY REGISTRAR 13	2,054.15
14 VENDORS UNDER \$2000.00	8,707.78
<b>TOTAL PAID</b>	<b>\$ 337,252.07</b>

<b>JULY 15'21 COMMISSIONER WARRANTS</b>	<b>AMOUNT</b>
AMERICAN SOLUTIONS FOR BUSINESS	18,315.94
ANDERSON BROS CONSTRUCTION	64,475.89
ANOKA COUNTY CORRECTIONS	19,623.22
ANOKA COUNTY JC NON-SECURE	2,660.00
ANOKA COUNTY TREASURY OFFICE	4,000.00



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AVENU	6,509.36
BENEFIT EXTRAS INC	2,068.49
COMMISSIONER OF TRANSPORTATION	2,779.25
COMMUNITY LAND SOLUTIONS INC	7,140.00
CZECH AUTO BODY, INC	2,861.27
DANDAMAR LLC	17,171.00
DH CONCRETE INC	2,385.00
DHS - MAPS	70,507.98
DISCOVERY HORSE	10,950.00
ELECTION SYSTEMS & SOFTWARE	6,863.00
EMPLOYMENT ENTERPRISES INC	3,096.04
FIRST BAPTIST CHURCH	2,000.00
FURTHER	2,079.00
GERTENS	5,422.50
INDEPENDENT TESTING TECHNOLOGIES INC	4,535.00
KNIFE RIVER CORPORATION	19,600.98
LIBERTY TIRE SERVICES LLC	12,067.15
LITTLE FALLS CITY	60,480.00
LITTLE FALLS COMM SERVICES	3,458.24
LUTHERAN SOCIAL SERVICE-SILS	2,389.11
LUTHERAN SOCIAL SERVICES-MANKATO	3,501.29
LUTHERAN SOCIAL SERVICE-ST CLOUD	2,595.25
MEND CORRECTIONAL CARE LLC	10,417.52
METRO SALES INC	5,151.39
MIDWAY FORD	30,690.84
MN STATE AUDITOR	4,842.00
NORTH HOMES	5,389.74
OAKRIDGE HOMES, INC	4,533.47
OK TIRE & BAIT	2,328.00
PRIVATE CLIENT VENDOR	3,199.99
PRIVATE CLIENT VENDOR	3,234.00
PRIVATE CLIENT VENDOR	2,613.33
PRIVATE CLIENT VENDOR	3,950.34
PRIVATE CLIENT VENDOR	2,111.72
PRIVATE CLIENT VENDOR	2,348.40
PRIVATE CLIENT VENDOR	2,722.40
PRIVATE CLIENT VENDOR	3,381.84
RELIANCE TELEPHONE	2,122.25
RESOURCE TRAINING & SOLUTIONS	2,524.44
RURAL MN-CEP INC	20,945.52



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SCHOOL DISTRICT - 482	3,209.66
SHELLEY FUNERAL CHAPELS INC	2,500.00
SHORT ELLIOTT HENDRICKSON INC	41,018.71
SYSCO WESTERN MN	4,544.02
WEST CENTRAL REG JUVENILE CTR	10,354.00
WEX BANK	16,393.36
WIDSETH,SMITH,NOLTING & ASSOC, INC	3,113.15
312 VENDORS UNDER \$2000.00	138,054.91
<b>TOTAL PAID</b>	<b>\$ 691,229.96</b>
<b>TAXABLE MEALS</b>	<b>\$439.60</b>
<b>COMMISSIONER EXPENSES</b>	<b>\$635.60</b>

A motion was made by Commissioner LeMieur, 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

A motion was made by Commissioner Jelinski, seconded by Commissioner Winscher to authorize the Resolution#2021-065 of Certificate for Final Payment on Contract #2102 to Sir Lines-A-Lot for project number: 2021 Pavement Marking. Motion carried unanimously on a roll call vote with all Commissioners voting 'aye'.

A motion was made by Commissioner LeMieur, seconded by Commissioner Jelinski and carried unanimously to approve the replacement of the Public Works Environmental/Recreational Manager position due to a retirement.

### ADMINISTRATION


A motion was made by Commissioner Jelinski, seconded by Commissioner Winscher to approve Final Payment for the Following: Holden Electric \$115,650.26, and Contegrity Group Inc \$13,541.45, Motion carried unanimously on a roll call vote with all Commissioners voting 'aye'.

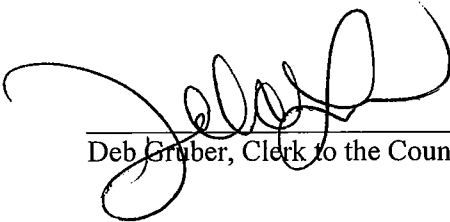
### COUNTY BOARD REPORTS AND SCHEDULE

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 Jelinski, seconded by Commissioner Winscher and carried unanimously to adjourn the meeting at 10:31am.

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

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







*Morrison County will provide cost effective, high quality services to county residents in a friendly and respectful manner.*

**Public Health**

213 1<sup>st</sup> Avenue SE  
Little Falls, Minnesota 56345-3196  
[www.co.morrison.mn.us](http://www.co.morrison.mn.us)  
General Information: 320-632-6664  
Toll Free: 1-866-401-1111  
Fax: 320-632-0392

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT**

Be it resolved that Morrison County Public Health enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety projects during the period from October 1<sup>st</sup>, 2021 through September 30<sup>th</sup>, 2022.

The Morrison County Public Health Director is hereby authorized to execute such Agreements and amendments as are necessary to implement the project on behalf of Morrison County Public Health.

I certify that the above resolution was adopted by the Morrison County Board of Commissioners of Morrison County on July 13<sup>th</sup>, 2021.

SIGNED:

(County Board Chair Signature)

7/13/2021

(Date)

WITNESSETH:

(County Board Clerk Signature)

7/13/21

(Date)

**MINNESOTA  
DEPARTMENT OF  
NATURAL RESOURCES**

Lease Number LMIS010536
Field Unit Region 3 - Central Region EWR

**MISCELLANEOUS LEASE**

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of Minn. Stat. § 92.50, acting by and through its Commissioner of Natural Resources, hereinafter called LANDLORD and the TENANT as named below.

TENANT Morrison County		
TENANT Address (No. & Street, RFD, Box No., City, State, Zip) Attn. Galen Gruber, Government Center, 213 1st Ave SE, Little Falls, Minnesota 56345		
Lease Fee No Fee	Fee Payment Schedule No Fee	
Term Five (5) Years	Effective Date June 1, 2021	Termination Date May 31, 2026
Purpose of Lease Watercraft Cleaning Station at Fish Trap Lake Public Water Access Site		County Morrison

IT IS AGREED AS FOLLOWS:

**BASIC TERMS:**

1. **PREMISES.** The LANDLORD in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the TENANT, hereby leases to the TENANT, subject at all times to sale, lease and use for mineral or other purposes the following described premises:  
  
That part of the NW1/4 SW1/4 in Section 30, Township 132 North, Range 31 West as shown on the attached Exhibit A which is made a part of this lease.  
  
and herein referred to as the "Premises".
2. **TERMS.** The terms LANDLORD, TENANT, TENANT ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, used herein are described above and are incorporated herein.
3. **LEASE PERIOD.** This lease will be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.
4. **USE OF PREMISES.** TENANT will use the Premises only for PURPOSE OF LEASE.
5. **"AS IS."** TENANT is taking the Premises in its "as is" condition, and LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use.

## **TENANT'S RESPONSIBILITIES:**

6. **LEASE PAYMENTS.** The TENANT will pay to the LANDLORD the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LANDLORD may assess interest pursuant to Minn. Stat. § 270C.40, subd. 5 on any payments over thirty (30) days past due.
7. **MAINTENANCE.** The TENANT will maintain the Premises in good repair, keeping them safe and clean, removing all refuse and debris that may accumulate. No timber shall be cut, used, removed or destroyed by the TENANT without first obtaining written permission from the LANDLORD.
8. **INVASIVE SPECIES.** The TENANT is responsible for controlling invasive species on the Premises. (See the attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.)
9. **UTILITIES.** TENANT will pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.
10. **ALTERATIONS AND MECHANIC'S LIENS.** The TENANT may not make changes, alterations or improvements to the Premises or to any structure thereon without the prior written consent of the LANDLORD. Any changes, alterations or improvements in or to the Premises will be at TENANT'S sole expense. TENANT has no right to subject the interest of LANDLORD in the Premises to any mechanic's liens, material liens or other liens of any nature, and TENANT must have any such lien discharged within 10 days after the recording of the lien. TENANT will be liable to LANDLORD for LANDLORD'S costs and attorneys' fees incurred relating to mechanic's liens and other liens.
11. **TAXES.** The TENANT will pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the TENANT located on the Premises during the TERM of this lease. NOTE: Due to the lease, the county may assess property taxes against the property based on its market value, and TENANT is required to pay the property taxes.
12. **COMPLIANCE WITH LAWS.** TENANT must comply with all applicable municipal, county and state laws, ordinances and regulations, and obtain and pay for all licenses and permits as may be required by its use of the Premises.
13. **ENVIRONMENTAL.** TENANT will not use in any way, or permit the use of the Premises, or any part thereof, to either directly or indirectly produce, manufacture, refine, transport, store, dispose of, or process any Hazardous Substance (as defined below), unless it has received the prior written consent of LANDLORD. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the production, manufacture, maintenance, refining, transport, storage, disposal, processing, or ownership of which is restricted or prohibited by federal, state, or county or municipal statutes or laws now or any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented. TENANT agrees to hold harmless and indemnify LANDLORD from any and all damages, costs, fines and expenses that might arise as a result of TENANT'S violation of this provision. This provision will survive the termination of this Lease.

**PUBLIC ACCESS:**

14. LANDLORD'S ACCESS. LANDLORD, acting through its designated agents or employees, has the right to enter the Premises at all reasonable times.
15. PUBLIC RECREATION USE. The TENANT agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by Minn. Stat. § 604A.21, not inconsistent with the purposes of this lease. The TENANT shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LANDLORD. If the LANDLORD authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the TENANT.

**TERMINATION AND ASSIGNMENT:**

16. TERMINATION. This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. § 92.50 may be canceled for just cause at any time by LANDLORD upon six months written notice.

TENANT will, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LANDLORD in as good condition and repair as on the EFFECTIVE DATE. If the TENANT fails to surrender the Premises on the termination of this lease, the LANDLORD may eject or remove the TENANT from the Premises and TENANT will indemnify the LANDLORD for all expenses incurred by the LANDLORD. In addition, TENANT will remove all TENANT's property from the Premises upon termination and any property remaining will be considered abandoned and disposed of by the LANDLORD according to law. Upon demand, TENANT will pay to LANDLORD all of LANDLORD's expenses incurred in connection with LANDLORD's disposition of TENANT's personal property. TENANT's obligations under this paragraph will survive termination of the Lease.

If this lease is terminated prior to the TERMINATION DATE, the TENANT will not be relieved of any obligation incurred prior to termination.

17. HOLDOVER. TENANT will pay to the LANDLORD a sum equal to the rent plus fifty (50) percent of the rent for each rental period that TENANT holds the Premises after termination of this lease without authorization by LANDLORD. This sum will be liquidated damages for the wrongful holding over. TENANT acquires no additional rights by holding the Premises after termination and will be subject to legal action for removal.
18. TRANSFERS. This lease will extend to, and bind the successors, heirs, legal representative and assigns of the LANDLORD and TENANT. In addition, the TENANT may not without the LANDLORD's prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the TENANT's interest by operation of law; c) sublet the Premises or any part thereof; d) permit the use or occupancy of the Premises or any part thereof by anyone other than the TENANT.

**DEFAULT:**

19. DEFAULT BY TENANT. If TENANT defaults in any of its promises or covenants under the Lease and fails to cure the same within thirty (30) days after receipt of written notice of default from LANDLORD, LANDLORD may exercise one or more of the following remedies, or any other remedy available at law or in equity:

- a. Terminate the Lease and recover from TENANT all damages it has incurred by reason of such breach;
  - b. Re-enter the Premises and remove all persons and property from the Premises, without terminating the Lease or releasing TENANT from its obligations under the Lease; or
  - c. Re-let the Premises without terminating the Lease. If the amount received from re-letting in any month is less than the amount of rent to be paid by TENANT, TENANT will pay any such deficiency to LANDLORD upon demand.
20. SELF-HELP RIGHT. If TENANT defaults in the performance of any term of this Lease, LANDLORD, in addition to any other rights and remedies it has under this Lease and without waiving such default, may perform the same for the account of and at the expense of TENANT (but shall not be obligated to do so), without notice in a case of emergency and in any other case if such default continues after five (5) days from the date that LANDLORD gives written notice to TENANT of its intention to do so. TENANT must pay upon demand bills for all amounts paid by LANDLORD and all losses, costs and expenses incurred by LANDLORD, in connection with any such performance by LANDLORD pursuant to this section, including, without limitation, all amounts paid and costs and expenses incurred by LANDLORD for any property, material, labor or services provided by LANDLORD to TENANT.

**LIABILITY:**

21. LIABILITY. This lease will not be construed as imposing any liability on the LANDLORD for injury or damage to the person or property of the TENANT or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect. The TENANT will indemnify and hold harmless the LANDLORD from all claims arising out of the use of the Premises whether such claims are asserted by civil action or otherwise.
22. PERSONAL PROPERTY RISK. All personal property on the Premises belonging to TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and LANDLORD will not be liable for theft or misappropriation of such property, nor for any loss or damage to such property, including destruction by fire.

**MISCELLANEOUS:**

23. LEGAL OBLIGATIONS. This lease is not to be construed to relieve the TENANT of any obligations imposed by law.
24. ENCUMBRANCE. This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LANDLORD will not be liable to TENANT for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.
25. NO WAIVER. No delay on the part of the LANDLORD in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LANDLORD.
26. NOTICES. Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LANDLORD


shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the TENANT it shall be as stated in the TENANT'S ADDRESS.

27. CONSTRUCTION OF LEASE. If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the LANDLORD and TENANT here is that the remaining parts of this lease shall not be affected thereby.
28. AUDIT. LANDLORD is a State of Minnesota entity. The books, records, documents and accounting procedures and practices of the TENANT (whether in hard copy or electronic format) regarding this Lease shall be subject to reasonable examination by the STATE and/or the State Auditor or Legislative Auditor, as appropriate, during the term of the Lease and for a minimum of six (6) years after the Lease's expiration or termination.
29. BOND FINANCED PROPERTY. If LANDLORD used General Obligation bonds to purchase, construct, or improve the Premises, TENANT agrees to comply with all requirements imposed by the Commissioner of Management and Budget, up to and including furnishing any documents as the Commissioner determines to be necessary, to ensure that interest paid on the General Obligation bonds, if any, used to purchase, construct or improve the Premises is exempt from federal taxation.
30. ADDITIONAL TERMS. See the attached Exhibit A (Map), Exhibit B (Additional Terms) and Exhibit C (Invasive Species) which are made a part of this lease.

**IN WITNESS WHEREOF, the parties have set their hands.**

**STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES**

By	Date

TENANT (Individual's Name or Name of Entity)	
Morrison County	
Authorized Signature & Title (If an Entity)	Date
 Board Chairman	7/13/21

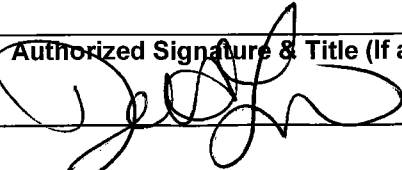
Authorized Signature & Title (If an Entity)	Date
 County Clerk	7/13/21

Exhibit A  
Morrison County, MN



Fish Trap Lake Public Water Access Site  
CD3 Placement Location



**Exhibit B**  
**Additional Terms**  
Miscellaneous Lease LMIS010536

Terms and Conditions which Apply:

1. The TENANT may be required by LANDLORD to install a cement pad to secure the watercraft cleaning station
2. If electricity is needed, the TENANT is responsible for securing an electrical connection to the watercraft cleaning station. Passage of any utility over, under, or across any state land or public water requires a state utility license.
3. The TENANT will ensure the watercraft cleaning station meets Americans with Disabilities Act requirements.
4. All text and images displayed on the watercraft cleaning station must be approved by the LANDLORD. The TENANT'S contact information must be displayed for the public to report safety issues, equipment maintenance or service needs.
5. The Tenant will maintain the watercraft cleaning station and associated equipment:
  - a. Equipment maintenance is solely the responsibility of the Tenant. The Tenant shall maintain the equipment in a way that ensures the public's safety at all times. The Tenant will resolve (make safe) any safety issues within 24 hours and all other maintenance issues within one week of a report. If safety or maintenance issues are not corrected or continue to reoccur with frequency, the Tenant may be requested to remove its equipment prior to the termination of this lease.
  - b. The Tenant must provide and pay for trash collection and/or liquid pumping services if trash bins or waste collection devices are provided with the equipment. If the Tenant uses a contractor for these services, the contractor's contact information must be provided to the Landlord.
  - c. The Tenant is responsible for the winterization of the equipment at the end of each season.
6. The Tenant will provide any data collected to the Landlord by December 31 of each year. The Landlord is interested in data such as: number of discrete users; time spent by each user; number of times each tool is used; hourly, daily, weekly and monthly use trends; feedback from users.
7. The Tenant will meet with the Landlord at the end of each open-water season the watercraft cleaning station is in operation to review the project.
8. Tenant shall procure liability insurance, naming the State as additional insured in the amount of at least \$500,000 per individual and \$1,500,000 per occurrence from an insurance carrier licensed to do business in Minnesota. Upon execution of this lease, the Tenant shall provide the Landlord with a certificate of insurance indicating the required coverage and the Tenant shall periodically provide the Landlord with evidence of insurance as the Landlord may request. The policy shall provide that the Landlord be notified ten days prior to the cancellation or termination of the policy. The Tenant shall be required to maintain such insurance to the full extent of the amounts specified in Minnesota Statutes, Section 3.736 which amounts shall be incorporated herein by reference. If those amounts are changed following execution of this lease, the Tenant shall provide whatever amount of insurance is required by that change within 30 days after the Landlord notifies the tenant of the change.

**Exhibit C**  
Invasive Species  
 Miscellaneous Lease LMIS010536

Check all that apply	
<input checked="" type="checkbox"/>	<b>Mandatory</b> - (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment (including timber mats) and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). <b>Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.</b>
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit <a href="http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx">http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx</a>
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1st and Nov 1st. <input type="checkbox"/> Other _____.
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	(9) When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc.) use new clean bags or baskets.

<input type="checkbox"/>	(10) In the case invasive plants become an issue during operations (to be determined by the site administrator), the LESSEE agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input type="checkbox"/>	(11) The LESSEE is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input type="checkbox"/>	(12) Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input type="checkbox"/>	(13) Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

Last updated July 7, 2012

COUNTY BOARD RESOLUTION

2021-004

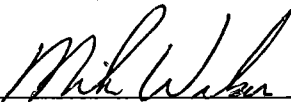
WHEREAS, The County Board of Commissioners of the County of Morrison, State of Minnesota, desires to offer for sale the attached parcels of land that have forfeited to the State of Minnesota for non-payment of taxes, and

WHEREAS, Said parcels of land have been viewed and have been classified as non-conservation lands as provided for in MN Statutes 282.01.

NOW, THEREFORE, BE IT RESOLVED That the Morrison County Board of Commissioners hereby certify that these parcels of land described below have been viewed and complies with the provisions of MN Statutes 85.012, 92.461, 282.01, subd. 8 and 282.018, subd. 2 (1990) and other statutes that require the withholding of tax-forfeited lands from sale. The County Board of Commissioners hereby acknowledges that the Morrison County Soil and Water Conservation Board has reviewed all parcels and identified any and all non-forested marginal land and wetlands.

BE IT FURTHER RESOLVED, That the Morrison County Board of Commissioners hereby request approval from the MN Department of Natural Resources for the sale of said parcels on the attached list.

Dated this 13th day of July, 2021.

  
\_\_\_\_\_  
Chairman, Morrison County  
Board of Commissioners

Attested by:

  
\_\_\_\_\_  
Clerk

RECEIVED

JUL 08 2021

MORRISON COUNTY

APPLICATION FOR "ASSEMBLAGE OF LARGE NUMBERS OF PEOPLE" LICENSE

MORRISON COUNTY  
AUD/TREAS OFFICE

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:

Single event	\$ 250.00
Multiple events	\$ 400.00

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

Legal Description of Property:

Applicant Name & Address: 2 Tall Tavern 31723 Azure Rd  
Cushing MN Phone Number 218-575-3013

Nature or Purpose of Event:

Wynonna Judd Concert

Total Number of Days for Event: 1 Exact Date and Hours of Event: Aug 6 8:30-10:00 PM

Maximum Number of Tickets to be Sold: 1000

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

[Signature]  
Applicant Signature

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

\_\_\_\_\_  
Land Owner Signature

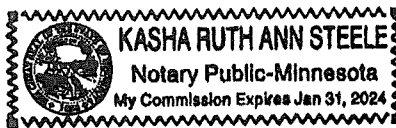
Subscribed and sworn to before me  
This 8 day of July 2021

[Signature]  
Notary Public

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Return to:  
Morrison County Auditor  
213-1<sup>st</sup> Ave SE  
Little Falls, MN 56345



Resolution #2021 -DUS  
Certificate for Final Payment

Contract No. 2102

Project No. 2021 Pavement Marking

Class of Work: Pavement Marking

Location: Various CR and CSAH routes

**WHEREAS:** The County Board of Morrison County hereby recognizes that the work done by Sir Lines-A-Lot LLC, of Edina, Minnesota, under contract with Morrison County, made and entered into on March 23, 2021, relating to the furnishing of materials, and/or, the construction of the above named project has been completed.

**WHEREAS:** The Morrison County Engineer recommends final acceptance of said Project.

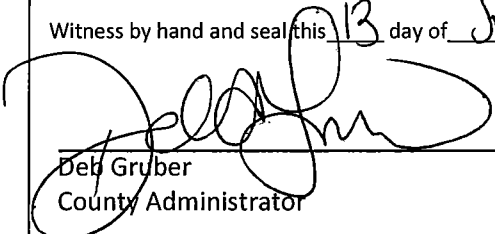
**NOW, THEREFORE, BE IT RESOLVED:** The Morrison County Board of Commissioners do certify and hereby find the Contractor entitled to final payment for said work according to the final contract quantities.

Adopted this 13 day of July, 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 13 day of July, 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 13 day of July, 2021

  
Deb Gruber  
County Administrator

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