

**MEEKER COUNTY, MINNESOTA**  
**BOARD OF COMMISSIONERS**  
**Regular Session Agenda**  
**August 2, 2016**

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8:30 Meeting Called to Order With Pledge of Allegiance

Public Comment Period\*

- Amendments to the Agenda
- Approval of July 19, 2016 Minutes

Diane Winter, Public Health Director

- Approve Joint Powers Agreement Between Meeker, McLeod and Sibley Counties
- Appointments to Community Health Board (2 Members & 1 Alternate)

8:35 Donald Dufner, Veterans Service Officer

- Approve 2017 Operational Enhancement Grant & Resolution

8:40 Joel Ramthun, Facilities Manager

- Approve Dale Johnson as Custodian III, Level 6 Step A, \$14.91 per Hour, Effective August 16, 2016

8:45 Brandi Schiefelbein, County Attorney

- Approve Hire of Assistant County Attorney

8:50 Kristin Cote, Planning & Zoning Director

- Conditional Use Permit: Tim Roberg, Paynesville

8:55 Brian Cruze, County Sheriff

- Approve 2016 Emergency Management Performance Grant Agreement

9:00 Public Hearing

- Koronis No Wake Zone Ordinance

9:05 Approve Social Services Accounts Payable

9:10 Barb Loch, County Auditor

- State Demographic Center Population Report
- Off-Site Gambling Resolution: Cedar Mills Lions Club
- 3.2 Malt Liquor "On-Sale" License: Watkins Sportsmen's Club
- Classification of Forfeit Property
- Resolution: DNR Approval to Sell Forfeit Property
- Summit Hills Update

- Meeker County Forfeit Property Inventory
- Set Forfeit Property Auction Date
- Approve County and Hospital Accounts Payable

9:25 BREAK

9:30 Open Pavement Marking Bids

9:35 Paul Virnig, County Administrator

- HRA Appointment
- Approve Amendment to Transfer Station Agreement
- Fund Transfers:
  - o \$92,261.50 From Revenue Fund to Parks Fund
  - o \$246,603.50 From Revenue Fund to Public Health
- Approve Hire of Jason Jorgenson to fill unexpired County Assessor term, Level 12+16% \$5,674.45 per Month, Effective October 1, 2016
- Requested 2017 Budget & Levy Discussion

9:55 Ronald Mortensen, Highway Engineer

- Approve Pavement Marking Bid
- Approve Purchase of New Truck

#### **Adjourn as County Board and Reconvene as County Ditch Authority**

- County Ditch #15 Update
- County Ditch #15 Landowner Informal Meeting
- Joint County Ditch #18 Minor Alterations Petition
- Request to Raise Beaver Trapping Fee on Ditches From \$50 to \$75

#### **Adjourn as County Ditch Authority and Reconvene as County Board**

Board of Commissioners Committee Update

#### **Miscellaneous Correspondence**

**\*Board agendas and "Meeker County Board Protocol and Public Participation Policies" are available in the board room**

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The Meeker County Board of Commissioners met on July 19, 2016, at the Meeker County Courthouse in the City of Litchfield, Minnesota. Call to order was at 8:30 a.m. by Chairman Dale Fenrich.

Present: Commissioners –Beth Oberg, Dale Fenrich, Bryan Larson, Mike Housman and Mike Huberty, County Attorney Brandi Schiefelbein, Administrator Paul Virnig and Recording Clerk Cori Heacock.

Meeting opened with Pledge of Allegiance.

Board Chair called for public comments and Judy Hulterstrom, Litchfield Chamber Executive Director, presented information regarding the Blandin Community Leadership Program.

Motion by Huberty, second by Larson to approve the agenda as amended to add a personnel issue under the County Auditor's agenda items.  
Motion carried unanimously.

Motion by Larson, second by Housman to approve county board minutes for July 5 and July 12, 2016 as printed.  
Motion carried unanimously.

The following employees were recognized for years of service:

- John Wayne, Investigator, Sheriff's Office, 15 Years
- Heather Ziehl, Public Health Nurse, 15 Years

Motion by Huberty, second by Larson to approve the following resolution:

WHEREAS, Meeker County has made significant progress in meeting the need for housing rehabilitation in the cities and rural areas of the county, and

WHEREAS, an unmet need remains for the repair and rehabilitation of rental housing units, and

WHEREAS, the Rental Rehabilitation Deferred Loan Program, sponsored by Minnesota Housing (MHFA), may provide a means for rehabilitating rental housing units in Meeker County, and

WHEREAS, Southwest Minnesota Housing Partnership has been selected and found to have the capacity to administer the Rental Rehabilitation Loan Program for Minnesota Housing, and

WHEREAS, there is no cost to the County to participate in the Rental Rehabilitation Deferred Loan Program, sponsored by Minnesota Housing,

NOW, THEREFORE, BE IT RESOLVED that Southwest Minnesota Housing Partnership is hereby approved to act as the administrative body for the implementation of this program in Meeker County.

Commissioners Oberg, Larson & Huberty voting "yes." Commissioners Fenrich and Housman voting "no." Motion carried 3-2. Resolution declared adopted. #2016-08.

Motion by Oberg, second by Huberty to approve the Medical Consultant Agreement with Dr. Searl for Public Health for the term of July 20, 2016 – December 31, 2016.  
Motion carried unanimously.

Motion by Huberty, second by Larson to appoint Mike Lokken to the Economic Development Authority Board for Commissioner District 5 area for a 6-year term, with said term expiring

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June 3, 2022.

Motion carried unanimously.

Motion by Housman, second by Larson to appoint Tim Benoit to the Economic Development Authority Board for Commissioner District 4 area for a 6-year term, with said term expiring June 3, 2022. Motion carried unanimously.

Motion by Housman, second by Larson to approve an extension until September 1, 2017, for a conditional use permit, as originally recommended by the Planning Commission and approved by the County Board on September 1, 2015, for Great River Energy & Meeker Cooperative Light & Power Association, PID #09-0257011, to construct more than five (5) miles of 115kV transmission line and a distribution substation in the A-1 Agricultural Preservation District with stated conditions.

Motion carried unanimously.

Bridgid Bowers, Human Resources Director, presented the board with an update regarding the performance management system.

Motion by Huberty, second by Oberg to acknowledge the board's desire to move forward toward a Personal Time Off (PTO) system in place of a vacation/sick time system.

Motion carried unanimously.

Motion by Larson, second by Oberg to approve the Pay Equity Committee recommendation for the Ditch Inspector position.

Motion carried unanimously.

Motion by Larson, second by Huberty to acknowledge the resignation of part-time Dispatcher Lisa Angell, effective July 8, 2016, and approve severance payment.

Motion carried unanimously.

Motion by Housman, second by Larson to approve the hire of part-time, 24 hours per week, Dispatcher Dessie Rubio, Level 7s Step A, \$17.57 per hour, effective July 20, 2016.

Motion carried unanimously.

Motion by Larson, second by Huberty to approve the hire of part-time Dispatcher Jacob Tews, Level 7s Step A, \$17.57 per hour, effective July 20, 2016.

Motion carried unanimously.

County Sheriff Brian Cruze and County Administrator Paul Virnig updated the board on statistics from the tornado event of July 11, 2016.

Motion by Huberty, second by Larson to waive demolition landfill fees for a period of 30 days for those disposing of storm debris from the tornado event of July 11, 2016.

Motion carried unanimously.

Social Worker Supervisor Pat Thomas, Social Services Director Paul Bukovich and Social Worker Lacey Scheierl, presented chemical dependency information to the board.

Motion by Huberty, second by Housman to approve Social Service accounts payable as follows:

Human Services Fund	\$306,357.35
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Motion carried unanimously.

The board took a 5 minute break.

Motion by Housman, second by Huberty to approve getting LP quotes for the Highway Department.

Motion carried unanimously.

Motion by Huberty, second by Larson to award installation of a floor drain and holding tank at the Forest City Shop to Ron's Excavating of Watkins for \$14,750.

Motion carried unanimously.

Motion by Housman, second by Larson to acknowledge the resignation of Deputy Auditor Jean Belinsky, effective July 31, 2016.

Motion carried unanimously.

Motion by Huberty, second by Housman to authorize County Auditor Barb Loch to sign the Secretary of State Joint Powers Recount Agreements.

Motion carried unanimously.

Motion by Larson, second by Huberty to approve severance payment for Lynn Tebben, retirement effective July 1, 2016.

Motion carried unanimously.

Motion by Larson, second by Housman to approve the hire of Colette Sikkila as temporary Absentee/Elections Clerk in the Auditor's Office at a rate of \$20/hour.

Motion carried unanimously.

Motion by Huberty, second by Larson to appoint the Absentee Ballot Board consisting of the following individuals: Travis Scoblic, Carol Pauly, Sue Pater, Christine Paul, Mary Geers, Joanne Shequen, Roxanne Block, Kelly McNamara, Cori Heacock, Colette Sikkila, Dianna McCarney and Gail Schiefelbein.

Motion carried unanimously.

Motion by Housman, second by Fenrich to appoint Commissioners Beth Oberg and Mike Huberty to the Election Canvas Board.

Motion carried unanimously.

Motion by Larson, second by Housman to approve accounts payable as follows:

General Revenue Fund	\$107,133.00
Road & Bridge Fund	49,407.41
County Parks Fund	5,571.19
Solid Waste Fund	1,857.78
County Nurse Fund	29,078.63
Family Services Bldg. Fund	1,028.36
Capital Projects Fund	4,935.00
State Collections Fund	780.00

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County Hospital 290,372.73  
Motion carried unanimously.

Motion by Fenrich, second by Housman to seek a private accounting firm, instead of the State Auditor's Office, to perform the annual Meeker County Audit.  
Commissioners Oberg, Larson and Huberty voting "no." Commissioners Fenrich and Housman voting "yes."  
Motion failed 3-2.

Board Chair Fenrich called for adjournment at 10:25 a.m. The next meeting of the County Board will be on August 2, 2016 a.m. in the County Board of Meeting Room, Meeker County Courthouse.

Respectfully submitted: Cori Heacock, Recording Clerk

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Chair of County Board

Attest: \_\_\_\_\_  
Clerk of County Board

**BY-LAWS OF THE  
MEEKER, MCLEOD and SIBLEY COMMUNITY HEALTH BOARD**

ARTICLE I.  
MEMBERSHIP

Section 1. The initial participating entities in the Meeker, McLeod and Sibley Community Health Board are listed below:

Meeker County, McLeod County and Sibley County

Section 2. Additional entities may participate pursuant to the terms of the Meeker, McLeod and Sibley Community Health Board Joint Powers Agreement upon recommendation of the Board and the affirmative vote of all then existing members and ratification of the amendment of the existing Joint Powers Agreement.

ARTICLE II.  
DEFINITIONS

Section 1. For the purpose of these By-Laws, the terms defined in this Article have the meanings given them.

Section 2. "Agreement" or "Joint Powers Agreement" means the Second Amended Joint Powers Agreement between Meeker, McLeod and Sibley Counties Creating the Joint Community Health Board.

Section 3. "Board" means the Joint Powers Community Health Board, as defined in the Joint Powers Agreement.

Section 4. "Commissioner" means the Commissioner of Health as defined by Minn. Stat. Sec. 245A.02 or authorized designee as permitted by statute.

Section 5. "County" means a county which is participating in the Joint Powers Agreement in accordance with the terms of the Agreement.

Section 6. "County Board" means the governing board of a member county.

Section 7. "Day" means calendar day unless otherwise indicated.

Section 8. "Department" means the entity created by the Joint Powers Agreement.

Section 9. "District" means the area serviced by the Second Amended Joint Powers Agreement between Meeker, McLeod and Sibley Counties Creating the Joint Community Health Board and these By-Laws.

ARTICLE III.  
THE BOARD

Section 1. The governing body of the Meeker, McLeod and Sibley Community Health Board is its Board. Makeup of the Board is described in the Agreement.

ARTICLE IV.  
POWERS AND DUTIES OF THE BOARD

Section 1. The powers and duties of the Board are those set forth in the Joint Powers Agreement.

Section 2. Consistent with the powers and duties outlined as set forth in the Joint Powers Agreement, the Board reserves all powers necessary to control and administer personnel providing services to the Department. Accordingly, the Board establishes the following duties related to control and administration of personnel providing services to the Department:

- A. Community Health Services Administrator. A Community Health Services Administrator shall be appointed by the Board. The Community Health Services Administrator shall work under a written agreement with, employed by, or under contract with the Board. The Community Health Services Administrator shall provide public health leadership and discharge the administrative and program responsibilities on behalf of the board. The Community Health Services Administrator shall be responsible for overall supervision of the day to day affairs of the Department.

In addition to the duties and responsibilities outlined in the preceding paragraph and any job description, the Community Health Services Administrator shall:

- i. serve as the Board's agent according to Minnesota Statutes Section 145A in communicating with the Commissioner of Health between Board meetings, including receiving information from the Commissioner and disseminating information to the Commissioner on the Board's behalf;
- ii. prepare or review, sign and submit to the Commissioner the established local public health priorities and the mechanisms to address the priorities and achieve statewide outcomes within the limits of available funding according to Minnesota Statutes Section 145A;
- iii. prepare or review, sign and submit to the Commissioner any required data, including but not limited to the Board's annual budget, revisions to the budget and expenditure reports;
- iv. prepare or review, sign and execute, on behalf of the Board, contracts for funding under grants and contracts administered by the Commissioner of Health or other entities as deemed appropriate by the Board.

The Community Health Services Administrator shall be subject to the authority of the Board. The Community Health Services Administrator's job description shall be approved by the Board and shall outline the Community Health Services Administrator's duties and responsibilities. Any document or practice limiting or creating contrary duties and responsibilities to those outlined in the Community Health Services Administrator's job description, except as otherwise provided in these By-laws, shall be of no effect. The Community Health Services Administrator may be disciplined, including dismissal from the Department, for inefficiency, breach of duty, misconduct or other cause as determined by the Board at a Board Meeting.

- B. Medical Consultant. A medical consultant shall be annually appointed by the Board. The Medical Consultant shall work under a written agreement with, employed by, or on contract with the Board. The Medical Consultant shall provide advice and information, to authorize medical procedures through protocols, and to assist the Board and its staff in coordinating their activities with local medical practitioners and health care institutions. The Medical Consultant must be a physician licensed to practice medicine in Minnesota.
- C. Administration. The Board may have administrative services provides as follows:
  - 1. By annually selecting one or more member counties to provide financial, human resources and other designated administrative services for the Board. The Board shall also annually approve a written fee for services to compensate the member county or counties for administrative services provided to the Joint Powers Board. Further, administration of any policy used or adopted by the Joint Powers Board rests solely with the Board and not with any county individually; or
  - 2. By utilizing its own employees to provide said services, utilize outside consultants or contract for services as it sees fit to either supplement or serve in lieu of a member city; or
  - 3. By utilizing any combination of these options.
- D. Policies. The Department shall adopt its own policies or adopt the Policies of a member county. Utilization of a member county as an administrative resource shall represent a convenience to the Board. Nothing in this Section or any document between the parties may be construed as creating any employer-employee relationship between any member of the Board, the Community Health Services Administrator, any other employees of the Board and the county providing administrative services.
- E. Delegation. All delegation of authority shall be pursuant to a written Delegation Agreement. Said written Delegations shall include a mechanism for coordinating the collection and retention of data by each county in a manner in which the data is transmitted to the Board as the official depository of all data as that term is utilized in the Minnesota Government Data Practices Act. Matters not specifically delegated by

written Delegation Agreement shall be retained by the Board.

Section 3: Consistent with the powers and duties outlined as set forth in the Joint Powers Agreement, the Board remains an independent entity from its Member Counties and therefore holds final responsible authority for all actions and decisions made by and on behalf of the Board.

ARTICLE V.  
FINANCIAL MATTERS

Section 1. Board funds shall be expended by the Board in accordance with procedures established by law for expending funds for counties. Orders, checks, and drafts shall be signed by the Treasurer or designee and either the Community Health Services Administrator or designee or the Board Chair or designee. Other legal instruments shall be executed on behalf of the Board by authority of its Board by the Chair. The Community Health Services Administrator shall authorize the payment for previously authorized and budgeted recurring items or services and payment of utilities. The Executive Committee shall authorize the expenditure of budgeted funds up to \$1,000 per budgeted item purchased.

Section 2. Board Members are permitted to inspect the financial records of the Board at all reasonable times.

Section 3. The fiscal year of the Board is the calendar year.

Section 4. A depository for Board funds shall be designated by the Board.

Section 5. The Board is authorized to enter into contracts only to the extent of its budget for any given calendar year.

Section 6. At the end of each calendar year, the Treasurer shall make an annual financial report and submit the same in writing to the Board at its Annual Meeting.

ARTICLE VI.  
OFFICERS

Section 1. The officers of the Board shall be the Chair, Vice-Chair and Secretary.

Section 2. The Chair shall be the chief presiding officer of the Board. The Chair shall preside at all meetings of the Board and shall have the primary responsibility for seeing that all orders and resolutions of the Board are carried into effect.

Section 3. The Vice-Chair shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair and shall perform such other duties as the Board shall prescribe.

Section 4. The Secretary, or designated-secretary, shall attend all sessions of the

Board and cause to be recorded all votes and minutes of all proceedings in a minutes book kept for that purpose; and the Secretary shall perform like duties for the committees of the Board when so directed by the Board. The Secretary, or designated-secretary, shall cause to be given notice of all meetings of the Board and of committees, and shall perform such other duties as may be prescribed by the Board.

Section 5. The duties of the Treasurer of the Board shall be carried out by a Board member, an employee of a member county or said duties may be contracted to an outside party. The Treasurer shall carry out the duties described in Article V of these By Laws and such other related duties as assigned by the Board. The function of Treasurer shall include the care and custody of the funds of the Board and shall deposit them for the Board in such bank or banks as the Board directs. The Treasurer or designee shall be one of multiple signatories on all orders, checks and drafts for the payment of money and shall pay out and disburse such monies only upon appropriate authorization by the Board or Community Health Services Administrator consistent with the Joint Powers Agreement, these By-Laws or other applicable Policy. The Treasurer shall keep regular books of accounts, showing receipts and expenditures and shall render quarterly to the Board, and when requested, an account of transactions and of the financial condition of the Board.

Section 6. The officers of the Board shall give bond as required by the Board, at Board expense, with corporate sureties satisfactory to the Board, for the faithful performance of their duties and for the restoration to the Board, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money, and property of whatever kind in their possession or under their control belonging to the Board.

Section 7. The Chair, Vice-Chair, and Secretary shall be selected as outlined in the Agreement.

## ARTICLE VII. BOARD MEETINGS

Section 1. The Annual Meeting of the Board shall be held in January of each calendar year. An annual report of department activities from the previous year shall be presented by the Community Health Services Administrator at the Annual Meeting, as well as goals and objectives for the department for the next year.

Section 2. Regular meetings of the Board shall be held at least quarterly at a location and time to be designated by the Board. The Board may regularly meet more often than quarterly.

Section 3. Written notice of all meetings of the Board shall be sent to all Board members and alternate Board members, and the Community Health Services Administrator as they appear on the record of the Secretary.

Section 4. Special meetings of the Board shall be called by the Chair or any three members. The purpose of any special meeting shall be stated in the notice of the meeting, and

business transacted at any special meeting shall be confined to the purposes stated in such notice.

Section 5. Written notice of the quarterly regular meetings shall be mailed at least five (5) calendar days prior to each meeting and written notice of special meetings shall be mailed at least three days prior to each such meeting.

Section 6. Notices of all meetings shall specify the time and place of such meetings and shall include the agenda of said meeting. The time and place of all meetings called by the Chair shall be determined by the Chair. The time and place of special meetings called by others shall be determined by the persons calling the meetings.

Section 7. A quorum for purposes of conducting Board business shall be as defined in the Joint Powers Agreement.

Section 8. Any resolution, election, or other formal action of the Board shall be adopted upon the affirmative vote of a majority of the members present at any meeting of the Board, provided said meeting is duly called pursuant to these By-Laws.

Section 9. Copies of the minutes of any meeting of the Board shall be promptly distributed to each person to whom notice of the meeting is required to be sent under the provisions of these By-Laws.

Section 10. Procedures of the Board shall generally follow Robert's Rules of Order except that the Board may adopt other rules of procedure as it deems fit and consistent with this agreement. Failure to strictly adhere to procedural rules other than the required number of votes and required notice of meetings under the Open Meeting Law shall not invalidate any resulting decision.

Section 11.

1. Call to Order
2. Roll Call
3. Changes to the Agenda
4. Adopt Minutes of Previous Meeting
5. Consent Agenda
6. Reports of Committees
7. Requested Action Items
8. Unfinished Business
9. New Business
10. Adjournment

ARTICLE VIII.  
COMMITTEES

Section 1. The Board may appoint such committees in addition to those required by these By-Laws and the Agreement, as the Board shall, from time to time, deem necessary. Such committees shall be selected in the manner determined by the Board.

Section 2. Pursuant to Section 1 of this Article, the Board has established an Executive Committee comprised of the Board Chair, Vice Chair and Secretary. The Community Health Services Administrator shall serve on this board in an ex officio capacity but shall not have a vote. This Committee was established to provide each member county with an active role in the operation of the Department. Through this Committee, each county shall be regularly informed of the activity within the Department and provided with a means for routinely evaluating performance of the Department. This Committee shall also serve as a continuous liaison with the Board. Nothing in this section shall be construed to mean that counties may only be informed of Department matters through this Committee. This Committee may consider and approve the payment of budgeted amounts for authorized goods and services.

Section 3. Pursuant to Section 1 of this Article, the Board has established an Administrative Committee comprised of the administrative head of each member county (or their designee) and the Community Health Services Administrator. This Committee was established to address operational issues not requiring the development of policies. This Committee may provide recommendations to the Executive Committee and Board.

Section 4. Pursuant to Section 1 of this Article and applicable law, the Board may establish such public input committees as may be deemed necessary or appropriate.

ARTICLE IX.  
AMENDMENTS TO BY-LAWS

Section 1. These By-Laws may be amended at any regular, special, or annual meeting of the Board provided a five calendar day prior notice of the proposed amendment has been furnished to each person to whom notice of the Board meetings must be sent pursuant to these By-Laws. An amendment may be proposed in writing, filed with the Chair, by any member or by the Board on its own motion.

Section 2. A majority vote of the members present shall be necessary to adopt any proposed amendment to these By-Laws. There must be at least one member from each participating County voting with the majority.

Section 3. In any instance where these By-Laws are in conflict with the Joint Powers Agreement, said Agreement shall control.

Section 4. These By-Laws are effective upon their adoption by the Board.

Dates of Adoption and Revision:

\_\_\_\_\_ - By-Laws Adopted.

680496-v3

**SECOND AMENDED  
JOINT POWERS AGREEMENT BETWEEN  
MEEKER, MCLEOD AND SIBLEY COUNTIES  
CREATING THE JOINT COMMUNITY HEALTH BOARD**

**ARTICLE 1  
ENABLING AUTHORITY**

THIS AGREEMENT (hereinafter referred to as the Agreement) is made by and between Meeker, McLeod and Sibley Counties (each hereinafter referred to as a Member County). Each Member County is a political subdivision and governmental unit. These Member Counties shall hereinafter collectively be referred to as the Member Counties or the parties.

This Agreement amends and supersedes the Joint Powers Agreement originally dated April 19, 1990 and first amended August 8, 2006.

This Agreement is established pursuant to the authority granted pursuant to the Minnesota Constitution, laws of the State of Minnesota and, more specifically, Minnesota Statutes, Section 471.59 regarding joint powers entities and Minnesota Statutes, Section 145A regarding community health boards.

**ARTICLE II  
PURPOSE**

By this Agreement, the parties have determined that they are jointly able to provide better and more efficient local public health services than as individual counties and that their powers under Minnesota Statutes and other applicable law may best be exercised jointly.

Accordingly, the parties desire to enter into this Agreement to establish the method by which this purpose shall be accomplished and the manner in which its powers shall be exercised.

**ARTICLE III  
NAME OF ORGANIZATION AND BOUNDARIES**

Name of Organization. The parties do hereby establish a joint community health board to be called the "Meeker, McLeod and Sibley Community Health Board." This shall hereinafter be referred to as the Health Board.

Area of Organization. The area covered by the Agreement is the area contained within the boundaries of the parties. This area shall hereinafter be referred to as the Community Health Service Area.

**ARTICLE IV**  
**JOINT POWERS COMMUNITY HEALTH BOARD**

A Joint Powers Community Health Board (hereinafter referred to as “the Board”) is hereby created.

1. Board Composition. The Board shall consist of six (6) members:
  - a. Two members and one alternate shall be annually appointed by the County Board of each Member County from its membership to serve until replaced by the County Board of that County.
    - i. In the event that a County does not appoint a board member or alternate, the County’s prior designated individual shall continue to serve until such time as a new individual is appointed.
    - ii. Vacancies in the position of board member or alternate shall be promptly filled by the County Board of that County.
  - c. The Board shall annually select the following Officers from Board Members: a Chair, Vice Chair and Secretary. Each Member County shall be represented among the Chair, Vice Chair and Secretary. These three Officers shall serve as an Executive Committee.
    - i. The Chair shall be a revolving annual appointment so that each Member County representative serves as Board Chair once every three (3) years. This shall be determined by a representative from the Member County who served as the Vice Chair in the prior year assuming the position of Chair the following year. A representative from the Member County who served as the Secretary in the prior year shall then assume the Vice Chair the following year. A representative from the Member County who served as the Chair in the prior year shall assume the Secretary position.
  - d. The Board shall annually appoint a Treasurer by either:
    1. selecting a Board member to serve in such capacity
    2. appointing a combined Secretary-Treasurer.
    3. utilizing an employee of a Member County with experience in finances; or
    4. contracting said services

In the event that the Board utilizes an employee of a Member County or contracts for said services, the Treasurer shall not be a voting member.
  - e. The Chair, or in the Chair’s absence, the Vice – Chair shall preside at meetings of the Health Board and sign or authorize an agent to sign contracts and other documents requiring signatures on behalf of the Health Board.

2. Vacancies defined. Vacancies shall occur upon:
  - a. The resignation, retirement or death of the member or alternate.
  - b. The member or alternate being removed as a Board member for the appointing Member County.
  - c. The member or alternate ceasing to be a County Commissioner.
  - d. The member or alternate being removed by motion and at least three (3) affirmative votes of the other Board members.
  
3. Duties of the Board. The Board shall have the powers and duties of a Community Health Board, including but not limited to those powers and duties outlined in Minn. Stat. Sec. 145A as now enacted or as may be amended. The Board shall also have the powers and duties common to the parties as is necessary and proper to fulfill its purposes and perform its duties, including those which are the same except for the territorial limits within which they may be exercised. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws.

Specific powers of the Board include the following:

- a. To control and direct the administration of the affairs of the Health Board.
- b. To adopt and amend By-Laws consistent with this Agreement.
- c. To employ or contract with a Community Health Services Administrator, other administrators, officers, employees, agents, consultants, contractors and such other individuals as may be determined by the Board as qualified to provide services for the Health Board and as necessary to carry out the provisions of this Agreement and the requirements of Minn. Stat. Sec. 145A.
- d. To acquire, by any lawful means, including gifts, purchase, lease or transfer of custodial control, such lands, buildings, facilities and equipment necessary and incident to the accomplishment of the purposes of Minn. Stat. Sec. 145A.
- e. To accept gifts, grants and subsidies from any lawful source.
- f. To apply for and accept local, state and federal funds.
- g. To establish and collect reasonable fees for community health services to the extent permitted by law.
- h. To enter into contracts on behalf of the Health Board.
- i. To make recommendations to the County Boards of the Member Counties relating to the Health Board.

- j. In the event that an appropriation from each Member County is required, to submit a proposed annual Health Board budget to the governing body of each Member County before July 1 in the applicable year. The budget of the Health Board shall be established in January of the applicable year.
  - k. To authorize the expenditure of subjected funds for the applicable fiscal year.
  - l. To delegate to the Executive Board the authority to purchase supplies and equipment necessary for the proper operation, care, maintenance and preservation of Health Board facilities and equipment, provided that such purchases do not exceed budgeted amounts in the Health Board's budget.
  - m. To lease and purchase capital equipment included within the Health Board's budget.
  - n. To sell, lease or dispose of surplus property.
  - o. To act as paying agent for any bonds, contracts of indebtedness and loans made in the name of the Health Board.
  - p. To cause an annual audit to be made of its accounts, books, vouchers and funds.
  - q. To appoint one or more Member County as financial, human resources and/or other administrative services agent for the Health Board and to compensate the Member County serving as agent for said services.
  - r. To enter into insurance agreements providing for liability and property insurance and such other insurance as the Health Board deems necessary as otherwise provided in this Agreement.
  - s. To enter into a Delegation Agreement with the Member Counties to the extent that such delegation is permitted by applicable law.
  - t. To ensure that community health services are accessible to all persons on the basis of need and to ensure that no one shall be denied services because of race, color, sex, age, language, religion, nationality, inability to pay, political persuasion or place of residence.
4. Board Meetings. The Board shall meet at least quarterly in each calendar year. The Board may meet more frequently as provided in the By-laws.
- a. A quorum for the purposes of conducting board business shall consist of one member or alternate from each Member County.
  - b. Procedures of the board shall generally follow Robert's Rules of Order except that the board may adopt other rules of procedure as it deems fit and consistent with this agreement. Failure to strictly adhere to procedural rules other than the

required number of votes and required notice of meetings shall not invalidate any resulting decision.

- c. The Board shall adopt written procedures in its Bylaws for transacting business and shall keep a public record of its transactions, findings, and determinations.
- d. Members may receive a per diem plus travel and other eligible expenses while engaged in official duties.

## **ARTICLE V BUDGET AND FUNDS**

1. Quarterly Payment of Budgeted Amounts. On the first business day of January, April, July, and October of each year, each Member County shall pay to a joint Community fund an amount equal to one quarter of that Member County's share of the annual budget, if any. A Member County may choose to pay its share at one time or every six months rather than quarterly.
2. Accrual of Interest. Interest accruing to the Health Board funds shall become part of the fund. Funds on hand at year end shall be reserved for future Health Board operations.
3. Reports. The Health Board shall ensure strict accountability for all funds of the organization and shall require reports on all receipts and disbursements made to, or on behalf of the Health Board. The Board Chair shall cause a written quarterly financial report and such other reports as may be directed by the Board to be prepared and submitted to the Board for review and approval.
4. Deposit of funds. Fees and payments from all Health Board contracts and other services rendered shall be deposited into the joint operating Health Board fund upon receipt. Fees and payments for Health Board contracts and other services rendered shall be estimated for the following budget year before the annual assessment for each governmental unit, if any, is computed.

## **ARTICLE VI OWNERSHIP OF JOINT EQUIPMENT**

The Member Counties shall acquire an undivided interest in any jointly purchased property and equipment in proportion to the amount that each has contributed to the cost. A master Community Health Board inventory of all newly purchased non-disposable or consumable items shall be maintained. The inventory shall indicate a description of the item, identification or serial numbers, Community Health Board inventory number, the year of purchase, and the total cost of the item. When jointly purchased equipment is traded or sold, the trade-in value or sale price shall be credited back to the Joint Community Health Board fund for use in equipment purchases.

**ARTICLE VII  
REAL ESTATE, BUILDINGS AND FACILITIES**

Each Member County shall be responsible for providing adequate office space and facilities, including telephone services and internet connectivity, as may be determined by the Board. This may include the Member County or Member Counties purchasing necessary land and for the cost of construction of buildings necessary for housing the Health Board operations and services. Adequate and Necessary as used in this paragraph shall be determined by the Board.

Land and buildings in each Member County utilized for Health Board services and operations shall remain the property of the Member County in which it lies and shall be returned to the Member County upon withdrawal or dissolution. Remodeling and all repairs to said land and buildings shall be the responsibility of the Member County in which the land or structure lies.

Each Member County shall provide, at no cost to the Health Board, office cleaning, grounds maintenance, snow and ice control services and such other services common to business operation.

This article does not apply to land and buildings that may be purchased by the Health Board.

**ARTICLE VIII  
INSURANCE AND LIABILITY**

1 Applicability. The Health Board shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Health Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protection of M.S. 466.

2 Indemnification and Hold Harmless. The Health Board shall fully defend, indemnify and hold harmless the Member Counties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Health Board. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

3. Insurance. The Health Board shall procure its own insurance as an independent entity. Insurance for jointly owned equipment and costs/liabilities associated with the Health Board's employment of individuals, shall be paid for out of the Health Board fund. This shall include but not be limited to the payment of workers compensation and all other mandated employer contributions.

Insurance on individual County-owned buildings or facilities shall be the responsibility of the Member County owning the buildings.

## **ARTICLE IX DATA PRACTICES COMPLIANCE**

The books and records, including minutes and fully executed Agreements of the Board shall be subject to the provisions of the Minnesota Government Data Practices Act (Minn. Stat. Sec. 13). Said data shall be maintained at the primary office of the Health Board. Records, accounts and reports shall be maintained by the Community Health Services Administrator.

## **ARTICLE X PROVISION FOR AMENDMENTS TO JOINT POWERS AGREEMENT**

This agreement may be amended, including the provision for adding new members, upon recommendation of the Board and by ratification by the County Board of each Member County.

## **ARTICLE XI DISSOLUTION AND WITHDRAWAL**

1. Perpetual Duration Unless Dissolved. Unless dissolved pursuant to this Agreement, the duration of this Agreement shall be perpetual.
2. Dissolution. This Agreement shall be dissolved upon unanimous written agreement of all parties.
  - a. Said dissolution shall occur following a two (2) year period during which the Health Board shall continue to operate and attempt to reach agreement upon the distribution of assets and liabilities, discharge of obligations and such other matters as may be needed to be addressed.
  - b. The Board shall continue to exist after dissolution as long as is necessary to wind up and conclude the affairs subject to this Agreement.
3. Dissolution Process. Upon dissolution, all Health Board debts and expenses shall be satisfied prior to distribution of any assets to the Member Counties.
  - a. This paragraph shall not apply to real property and buildings that remained the property of the Member County. Real property purchased by the Health Board and any improvements, buildings and fixtures upon said property shall have a fair market

- value established by appraisal prior to the effective date of the dissolution. The Member County in which said real property is located shall have the first right to purchase for the appraised price. In the event that the Member County in which the property is located does not exercise its right to purchase within three (3) months of the effective date of the dissolution, the real property shall be sold and the net proceeds shall be distributed according to the percentage that each Member County contributed to the last budget for the Health Board. If no Member County contributed to the last budget for the Health Board, said distribution shall occur evenly.
- b. An inventory of all Health Board personal property and equipment shall be compiled by June 30 in the year preceding the dissolution. Values for said personal property and equipment shall be established by appraisal or, upon agreement of all Member Counties, any other commercially reasonable method.
  - c. The property and equipment shall be distributed to each Member County as follows:
    - i. Each Member County shall be assigned an available credit amount based upon the total value of the property and equipment established above multiplied by the percentage that each Member County contributed to the last annual budget for the Board. If no Member County contributed to the last budget for the Health Board, said distribution shall occur evenly.

For example, if a Member County contributed 40% of the last annual budget and the total value of the property and equipment was \$100,000, the Member County would have an available credit of \$40,000.
    - ii. Each Member County shall alternate selecting items with the initial order selected by drawing numbers. Selection shall occur as follows:
      - 1. The Member County with the first selection in the first round shall select last in the second round, first in the third round, etc.
      - 2. The Member County with the second selection in the first round shall select second to last in the second round, second in the third round, etc.
      - 3. The Member County with the third selection in the first round shall select first in the second round, third in the third round, etc.
      - 4. A Member County may pass on its turn at any given point in the process.
  - d. Each selection shall be charged against the available credit amount for the selecting Member County and subsequent rounds shall occur until all property and equipment is distributed or each Member County declines to select the property and equipment.
    - i. Member County may exceed the available credit available on the purchase of one piece of capital equipment or one other equipment item of the Board. In the event a Member County exceeds its available credit, the

Member County hereby agrees that it shall reimburse the other Member Counties said excess amount (hereinafter called an excess payment) upon said selection.

- ii. Said excess payment shall be distributed to the other Member Counties based upon the same percentage of the total budget that the other Member County contributed excluding the Member County making the excess payment. If no Member County contributed to the last budget for the Health Board, said distribution shall occur evenly.
  - e. Property and equipment that is not selected following this process shall be declared surplus and sold with the proceeds distributed according to the percentage of available funds each Member County had when all Member Counties passed on the remaining equipment.
    - i. Property that is not sold after 60 calendar days of it being declared surplus shall be deemed to have a value of \$0 and may be disposed of in any reasonable manner.
4. Withdrawal. Member Counties may withdraw from this Agreement only in accordance with this Article. Unless there is a mutual written agreement from all Member Counties permitting earlier withdrawal, any party wishing to withdraw from this Joint Powers Agreement must give at least two calendar years advance notice to the other parties to this Agreement and the Commissioner of Health. In such instance, withdrawal shall occur on the January 1 that is at least two (2) years after said notice. Any Member County giving notice of withdrawal may rescind said notice and determine to stay in the Health Board only upon consent of the remaining Member Counties.
- a. Withdrawal Damages. Any Member County that withdraws shall forfeit all contributed interest, claim or ownership to any Community Health Board owned equipment. In addition, the withdrawing Member County shall pay a withdrawal amount equal to one-half (1/2) its annual contribution in the prior budget year, if any.
  - b. Effect of Withdrawal. The Member County that withdraws shall have no liability or obligation to the Health Board after the effective date of withdrawal for debts or claims incurred after the effective date of withdrawal.

## ARTICLE XII GENERAL PROVISIONS

1. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all of the parties hereto notwithstanding that all of the parties may not be signatories to the original or the same counterparts. Counterparts shall be filed with, and maintained by the office of the Public Health Administrator.

2. Severability. In the event that any provision of this Agreement is held to be contrary to law, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in force between the parties to the fullest extent permitted by law.
3. Modification. Any amendments, alterations, modifications or waivers of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.
4. Minnesota Law. The law of the State of Minnesota shall govern all questions as to the validity, performance and enforcement of this contract. This Agreement shall be interpreted and constructed according to the laws of the State of Minnesota.
5. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) to each County Board Chair at the Government Center for that County .
6. Headings. Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to be full or accurate descriptions of the content thereof.

**ARTICLE XIII  
TERM AND EFFECTIVE DATE**

This Agreement shall become effective upon approval by each party and shall remain in effect until dissolved as noted above.

In Witness Whereof, the parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the dates show below.

**COUNTY OF MEEKER**

By: \_\_\_\_\_  
County Board Chair

Date:

ATTEST:

\_\_\_\_\_  
Clerk to the Board

**COUNTY OF MCLEOD**

By: \_\_\_\_\_  
County Board Chair

Date:

ATTEST:

\_\_\_\_\_  
Clerk to the Board

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678602-v5

**COUNTY OF SIBLEY**

By: \_\_\_\_\_  
County Board Chair

Date:

ATTEST:

\_\_\_\_\_  
Clerk to the Board

631354-v1  
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**Resolution for Meeker County Veterans Service Office  
Operational Enhancement Grant Program  
Meeker County Resolution 2016 - # 09**

BE IT RESOLVED by Meeker County that the County enter into the attached Grant Agreement with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following program: County Veterans Service Office Operational Enhancement Grant Program. The grant must be used to provide outreach to the County's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the County Veterans Service Office, as specified in Minnesota Laws 2015, Chapter 77 Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

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

Whereupon the above resolution was adopted at a regular meeting of the Meeker County Board of Commissioners this 2<sup>nd</sup> day of August, 2016.

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**Dale Fenrich, Chair**  
**Meeker County Board of Commissioners**

ATTEST:

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**Paul Virnig**  
**Meeker County Administrator**

STATE OF MINNESOTA

MEEKER COUNTY

I, Paul J. Virnig, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the Board of Commissioners of said Meeker County, that I have compared the above resolution with the original passed and adopted by the Board of Commissioners of said Meeker County at a regular meeting thereof held on the 2<sup>nd</sup> day of August, 2016 at 8:30 AM, that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this 2<sup>nd</sup> day of August, 2016, and have hereunto affixed the seal of the County.

(SEAL)

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County Board Clerk

## **CVSO Operational Enhancement Grant –FY2017**

County Veterans Service Officer Operation Enhancement Grant Program:

1. \$10,000.00

Grant Contact time lines:

1. Effective Date: 31 August 2016
2. Expiration Date: 30 June 2017

Eligible Project Expenses:

1. Marketing expenses
  - a. Billboards
  - b. Newspapers Ads
  - c. Radio Ads
2. Publicity Items
3. Computer Items
4. Veteran's Information/Case Management Systems
  - a. Currently paying \$700.00 a year
5. Medical expenses to pay for 2<sup>nd</sup> opinion
6. Office Supplies
7. Digital Camera
8. Travel Expense to CVSO conferences
  - a. Transportation
  - b. Lodging
  - c. Registration
9. Paper Shredding Contracts
  - a. Contract for approx. \$240.00 a year
10. Expenses related to the transportation
  - a. Maintenance
  - b. Fuel
11. Cell phone contacts



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

**FY2017 COUNTY VETERANS SERVICE OFFICE (CVSO)  
OPERATIONAL IMPROVEMENT GRANT PROGRAM**

**INSTRUCTIONS FOR EXECUTING THE ENCLOSED GRANT AGREEMENT**

Please execute the enclosed Grant Agreement according to the Steps listed below. You must complete all of these steps for MDVA to process your grant.

<b>Step One</b>	<p>Adopt a <u>certified copy</u> of a Resolution by the governing County Board (e.g. County Board of Commissioners) which accomplishes the following:</p> <ul style="list-style-type: none"> <li>• Resolves that the Governing Board entered into this specific Grant Agreement for the specific project.</li> <li>• Authorizes by NAME and TITLE that INDIVIDUAL (e.g. Chairperson, CVSO) is authorized to sign the Grant Agreement on behalf of the Governing Board.</li> <li>• Indicates the TYPE OF MEETING (e.g. Regular Meeting, Special Meeting) and DATE of such action by the Governing Board.</li> <li>• The Certification of the Resolution should be affixed with the <u>raised</u> seal of the Governing Board (where available) and dated.</li> </ul> <p>The Certification of the Resolution should indicate that the person signing the certification is the custodian of Governing Board Proceedings, and certify to the meeting, date, and time at which the Resolution was adopted by the Governing Board.</p>
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**Note:** Attached to these instructions is a completed *sample* Resolution, (e.g. Wood Tick County) to use as a Resolution template for your project. We encourage you to use this form, as its format and wording have been approved by the Minnesota Attorney General. You may choose to use your own format for a Resolution. However, it must contain all the elements specified above.

<b>Step Two</b>	All three (3) copies of the Grant Agreement must be signed, titled, and dated, in the Grantee section on the signature page, (Page 8) of the Grant Agreement by the Board Chairperson, County Veterans Service Officer, etc., as authorized to sign this Grant Agreement on behalf of the Governing Board.
<b>Step Three</b>	<p>Return all three (3) copies of the Grant Agreement and County Board Resolution, (with raised County seal) along with a copy of Attachment B – Workplan &amp; <i>proposed</i> Budget Expenditure Spreadsheet, (Excel document) to the Minnesota Department of Veterans Affairs at the address provided BELOW:</p> <p style="text-align: center;">Liz Kelly – MDVA Grants Specialist Minnesota Department of Veterans Affairs Veterans Service Building 20 West 12<sup>th</sup> Street Saint Paul, Minnesota 55155 (651) 757-1540</p>

Once the GRANT AGREEMENT is signed by all parties, we will provide you with a fully executed original. Thank you!

STATE OF MINNESOTA  
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM

GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its Commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and **Meeker County, Family Services Center, 114 North Holcombe Avenue, Litchfield, MN, 55355-2273** ("Grantee").

**Recitals**

- 1 Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, the State is empowered to enter into this grant.
- 2 The State is in need of enhancing the operation of the County Veterans Service Offices. This grant must be used to enhance the operations of the Grantee's County Veterans Service Office under Minnesota Statutes §197.608, Subdivision 4(a), and should not be used to supplant or replace other funding.
- 3 The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Agreement**

**1. Term of Grant agreement**

- 1.1 **Effective date:** July 1, 2016 or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.

**The Grantee must not begin work under this grant agreement until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work, except as permitted by Minnesota Statutes §16B.98, Subdivision 11.**

- 1.2 **Expiration date:** June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

**2. Grantee's Duties**

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

- 2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Conduct the County Veterans Service Office Operational Enhancement Grant Program ("**Program**") by purchasing one, or more, of the allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2017, identified as Attachment A, which is attached and incorporated into this grant agreement.
- 2.3 If the Grantee wishes to purchase a good or service not listed on the approved items list of the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2017, Attachment A, they shall submit a written request to the State's Grants Specialist listing the item, the estimated cost, and how the item will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from MDVA.

- 2.4 Comply with the requirements specified in the MDVA Grants Manual (Rev. 2), Attachment D, which is available on the MDVA Website - Grants Page: <http://mn.gov/mdva/resources/federalresources/grants/>. In the event that any provision of the MDVA Grants Manual is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.5 Submit the current annual County Budget for the County Veteran Service Office Operational Enhancement Program to MDVA along with the signed FY2017 Grant Agreement at the beginning of the grant period (Ref: Attachment E – CVSO County Budget Example.) This grant is to be used only as authorized under Minnesota Statute 197.608, Subd.5. This grant must not be used to supplant any existing funding, or to duplicate any programs or services available to veterans from other agencies or organizations.
- 2.6 Upon the conclusion of this grant, the Grantee shall submit a Final Report to MDVA, as outlined in the MDVA Grants Manual (Rev. 2), in sufficient detail and to the satisfaction of the State, which provides a context for the grant outcomes and accounts for all grant funds expended. If the Grantee is eligible for a grant under this Program in the following fiscal year, MDVA will not enter into a new grant agreement nor issue any payment, until the Final Report for the current fiscal year has been received and approved by the MDVA Grants Specialist.
- 2.7 In the event that any provision of the Grantee's charter or mission, incorporated into this grant agreement by reference, is not consistent with any portion of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.8 Disclose immediately to the State Grants Specialist in writing, all personal or professional Conflict of Interest situations that arise, at any time, during the administration of the grant, in order to determine if corrective action is necessary. (Ref: MDVA Grants Manual, Rev. 2, Appendix G.)
- 2.9 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grants Manual (Rev. 2), including a final inspection upon grant completion.

### 3. Time

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

### 4. Consideration and Payment

- 4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:
  - 4.1.1 **Compensation.** The Grantee will be paid an Advanced Payment lump sum of **\$10,000** and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2017, Attachment A. To ensure compliance with the duties listed in Clause 2 "Grantee's Duties," Grantee will complete provided (Microsoft Excel Spreadsheets) Work Plan and Proposed Budget Expenditure Spreadsheet, identified as Attachment B, a sample of which is attached and incorporated into this grant agreement, and Final Report and Budget Expenditure Spreadsheet, identified as Attachment C, a sample of which is attached and incorporated into this grant agreement. Grantee will submit Attachments B and C to the State consistent with the requirements specified in the MDVA Grants Manual (Rev. 2).

- 4.1.2 **Travel Expenses.** Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement is an allowable expense. The Grantee will report travel and subsistence expenses on the Travel Expense Worksheet, (as provided in the MDVA Grants Manual (Rev. 2), Appendix F), in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB).

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

- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$10,000, (TEN THOUSAND DOLLARS.)**

#### 4.2 **Payment**

- 4.2.1 **Invoices.** The State will promptly pay the Grantee an Advance Payment lump sum payment as specified in Clause 4.1.3 upon execution of this Grant agreement.
- 4.2.2 **Eligible Costs.** In order to be eligible for Grant Funds, costs must be reasonable, necessary, and allocated to the grant, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant to Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, and this Grant agreement.
- 4.2.3 **Unexpended Funds.** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's Duties, and shall promptly return to the MDVA any funds greater than \$25.00 not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 60 days of the end of the grant period, whichever comes first.

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

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

- 4.3.6 The Grantee will record Contracting and Bidding quotes according to the bidding thresholds specified above on the Contracting and Bidding Log Sheet, as provided in the MDVA Grants Manual (Rev. 2), Appendix I and submit with the Final Report (as applicable.)

## 5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment, or will return payment already received, for work found by the State to be **unsatisfactory** or performed in violation of federal, state, or local law. The Grantee will be bound to the current MDVA Grants Manual, (Rev. 2) as provided by the State.

## 6. Authorized Representative

The State's Authorized Representative is **Brad Lindsay**, Deputy Commissioner, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12<sup>th</sup> Street, St. Paul, Minnesota 55155, 651-757-1582, [brad.lindsay@state.mn.us](mailto:brad.lindsay@state.mn.us) or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant agreement.

The Grantee's Authorized Representative is **Donald Dufner**, CVSO, Meeker County, Family Services Center, 114 North Holcombe Avenue, Litchfield, MN, 55355-2273, (320) 693-5445, [donald.dufner@co.meeker.mn.us](mailto:donald.dufner@co.meeker.mn.us), or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

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

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

## 8. Liability

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

## 9. State Audits

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

## 10. Government Data Practices and Intellectual Property

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

### 10.2 **Intellectual Property Rights**

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

### 10.2.2 **Obligations**

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

State's Authorized Representative with complete information and/or disclosure thereon.

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

#### 11. Workers' Compensation

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

#### 12. Publicity and Endorsement

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

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

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

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

## 14. Termination

- 14.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this Grant agreement if the State finds that there has been a failure to comply with the provisions of this Grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not commence the grant project within six (6) months of the effective date of this Grant agreement, as evidenced by the incurrence of documented expenses for eligible grant costs, then this Grant agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Grant Contract if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature;
- 14.3.2 Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

## 15. Data Disclosure

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

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

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

SWIFT Contract/PO No(s): \_\_\_\_\_

**2. GRANTEE: Meeker County**

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

Grantee: \_\_\_\_\_

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

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

Grantee: \_\_\_\_\_

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

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

**3. STATE AGENCY: MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

Signed: \_\_\_\_\_  
(With delegated authority)

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

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

**Distribution:**

Agency  
Grantee  
State's Authorized Representative - Photo Copy

## ATTACHMENT A

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

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

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

<b>CVSO Grant - Items Approved/Disapproved – FY2017</b>	
<i>Expenses must be incurred <u>before</u> the end of the grant period (June 30, 2017)</i>	
<b>EQUIPMENT &amp; SUPPLIES</b>	
Monitors and Dual monitor video cards	Teleconferencing equipment
Laptops/Tablet PC's/I-Pad <i>(including accessories)</i>	Paper shredders or shredding contracts
Personal computers - Desktop	TV /DVD combinations
Printers/Scanners	Mobile broadband data access device/Hotspot <i>(No monthly contracts or fees.)</i>
Phone & Internet Service/Cellular Phones/ Smart Phones	Fax machines and installation of initial phone line <i>(No monthly contracts or fees.)</i>
Photo copiers <i>(or 12 month lease) (Including user maintenance agreements.)</i>	Digital Cameras
Digital Video Recorders	Digital Projectors – LCD/DLP
Office Supplies related to administering the CVSO grant (e.g. copy paper, toner cartridges, ink cartridges, etc.).	Office Furniture that <i>is necessary</i> and is directly related to computerization and organization efforts (required furniture for newly purchased equipment such as computer desk, printer stand, scanner table, etc. or other items to increase organization like filing cabinets, etc.). Office Furniture that <i>is necessary</i> and is directly related to new/increased staffing (desk, chair, cubicles, etc.).
Headsets – Phone ONLY	Label printers and supplies

<b>SOFTWARE &amp; COMPUTER TRAINING</b>	
Webinars	Trainings (Microsoft Office – WORD, Excel) etc.
Veterans Information/Case Management Systems and Software <i>(Including user maintenance agreements.)</i>	

<b>MARKETING</b>	
Marketing expenses (Display boards, radio airtime, TV airtime and newspaper ads,	*Publicity Items <i>(Magnets, Brochures, Challenge Coins – must include reference to LinkVet)</i> up to a maximum of

billboards, CVSO shirts & jackets ( <i>Must display the LinkVet logo</i> )	15% of the annual CVSO grant amount. (e.g. Total Grant Amount \$7,500 = \$1,125 publicity items.)
--	---

<b>VETERANS SERVICE</b>	
<b>Expenses related to the goal of reducing Veteran homelessness</b> ( <i>Must be pre-approved</i> )	<b>Staff expenses for new/increased staff or to fund staff that were previously hired utilizing this grant</b> that provide direct services to veterans.
<b>Training at local colleges</b> -- Includes all staff in CVSO Office and must relate to the position of CVSO. ( <i>Must be pre-approved</i> )	<b>Travel expenses</b> related to MACVSO / MDVA/ USDVA sponsored training events. ( <i>Including transportation, lodging and registration fees</i> )
<b>Transportation expenses</b> related to the transport of Veterans needing to access their benefits ( <i>Including van/vehicle purchases for this primary purpose, maintenance, fuel, etc.</i> )	<b>Required NACVSO Accreditation/CEU/CVA Training</b> -- Must provide a "Certificate of Completion" after training. ( <i>Transportation, Lodging and Registration</i> )
<b>Medical Expenses</b> to pay for 2 <sup>nd</sup> opinions on previously denied VA disability claims.	<b>"Outreach" Expenses</b> such as benefits fairs, town halls and seminars <u>are</u> allowed however the primary purpose of the event must be to provide information about Veterans benefits. <i>Refreshments &amp; food over \$500.00 must be pre-approved</i> )
<b>Expenses related to the reintegration of returning service members</b> ( <i>Including travel expenses to official reintegration events</i> )	<b>Employee Meals related to official travel for required training are allowable</b> as specified in Chapter 15 -- Expense Reimbursement per the State of Minnesota "Commissioner's Plan" located at <a href="http://www.mn.gov/mmb">www.mn.gov/mmb</a> Website.
<b>Veteran Medallion Samples (VA Marker)</b> (three sizes) to display in the office <b>Veteran Cemetery Markers/Flag Holders</b> (Replacement of damaged/stolen MDVA supplied) <b>Veteran Cemetery Markers/Flag Holders</b> (New for Veterans not eligible for MDVA supplied)	<b>Gift Cards</b> (gas, public transportation, food etc.) are allowable. Must keep a detailed record using the Gift Certificate Log Spreadsheet. Note: Gift Certificates must be distributed to Veterans within the same grant period as when purchased and <b>before</b> the grant Expiration Date (June 30.)
<b>Expenses related to the collaboration with other social service agencies, educational institutions, and other community organizations</b> for the purposes of enhancing services offered to veterans.	
Note: A detailed Account Activity Statement including 1) Veteran Name, 2) Total Dollars, 3) Payee info and 4) Description is required for the Final Closeout Report.	

**Also Approved:**

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

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

**Items Not Approved:**

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

# Attachment B - Sample Only

	A	B	C	D
1	<b>CVSO Workplan &amp; <i>proposed</i> Budget Expenditures Spreadsheet</b>			
2	County Name: _____			
3	CVSO Authorized Representative Name: _____			
4	Project Name: <u>County Veterans Service Office Operational Enhancement Grant Program</u>			
5	Legal Citation: <u>Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2</u>			
6	Period Covered by Request: <u>FY2017 (July 1, 2016 - June 30, 2017)</u>			
7	<b>SECTION ONE - Workplan</b>			
8	Please provide a brief description of CVSO's intended use of CVSO grant funds.			
9				
10	<b>SECTION TWO - <i>proposed</i> Budget Expenditures Spreadsheet</b>			
11	Instructions:			
12	Column A - Enter your proposed Budget Items			
13	Column B - Enter your <i>estimated</i> Budget Amounts			
14	HINT: To add more rows, 1) SELECT the HOME tab (next to FILE top left of screen). 2) Put cursor in far left column and SELECT a row within the budget spreadsheet (row will be hi-lighted). 3) PRESS CNTL + "C" (at the same time.) 4) Then select INSERT (located top right on screen).			
15				
16	<i>The proposed Budget Expenditure Spreadsheet is pre-programmed to calculate totals.</i>			
17	Budget Category/Budget Item (e.g. Publicity/Newspaper, Travel/MACVSO etc.)	Budget Amount	Submitted Receipts (leave blank)	Ending Balance
18	Reference: Grant Agreement (Attachment A - "CVSO Operational Enhancement Grant Items Approved/Disapproved" List			
19				\$0.00
20				\$0.00
21				\$0.00
22				\$0.00
23				\$0.00
24				\$0.00
25				\$0.00
26	Column Total	\$ -	\$ -	\$0.00

## Attachment C – (Sections One & Two)

	A	B	C	D	E	F
1	<b>CVSO Final Report and Budget Expenditures Report</b>					
2	Grantee's Name: _____					
3	CVSO's Name: _____					
4	Project Name: <u>County Veterans Service Office Operational Enhancement Grant Program</u>					
5	Legal Citation: <u>Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2</u>					
6	Period Covered by Request: <u>FY2017 (July 1, 2016 - June 30, 2017)</u>					
7						
8	<b>SECTION ONE - CVSO Progress Report/Summary Statement</b>					
	<b>Grant Expenditure Summary Statement</b>					
	In 1-2 paragraphs, please describe the background/context for this years' CVSO grant expenditures. For instance:					
9	<ul style="list-style-type: none"> <li>• Do grant expenditures address a particular "gap" in services to Veterans unique to your County?</li> <li>• Are your expenditures related to new programming this year?</li> <li>• Are there other significant "gaps" in services unique to your County?</li> </ul>					
10	_____					
11	<b>SECTION TWO - CVSO Metrics</b>					
12	1. Total number of Full-time (% FTE) CVSO Staff (filled): _____					
13	2. Total number of Full-time (% FTE) CVSO Staff (open): _____					
14	3. Total County CVSO Program Budget: _____					
15	4. Total Number Veteran/Family Office Visits: _____					
16	5. Total Number Veteran/Family Outreach Visits: _____					

## Attachment C – (Sections Three)

- 17 **SECTION THREE - Final Budget Expenditures Report Instructions**
- 18 1. Copy your original *proposed* Budget items and Amounts to the Final Budget Expenditure Report spreadsheet below.
- 19 2. Add any *new* Budget items (Column A) not originally included in the *proposed* Budget Expenditure Report (HINT - Copy blank rows into the spreadsheet first to retain your pre-programmed formulas)
- 20 3. Enter each *individual* Receipt/Invoice Amount (Column E) for each Budget Item with an expenditure. (Note: In some cases there may be Budget items from your original budget with no expenditures)
- 21 4. Document Proof of Payment by including the Warrant or Check Number (not required when a County Expenditure Activity Report is submitted)

### Final Budget Expenditure Report - SAMPLE

Budget CATEGORY (Ref: Attachment A)	Budget Amount (original)	Budget ITEM (Publicity, Travel etc.)	Invoice/ Receipt (Page #'s)	Total \$ (Submitted Receipts)	Ending Balance
Reference: Grant Agreement (Attachment A - "CVSO Operational Enhancement Grant Items Approved/Disapproved" List)					
Advertising	\$ 2,000.00	Billboard		\$ 750.00	\$ 1,750.00
"		Radio Ads		\$ 500.00	
"		Newspaper Ads		\$ 500.00	
Travel	\$ 500.00	NACVSO Training		\$ 650.00	\$ 650.00
Publicity Items	\$ 500.00				\$ -
Equipment	\$ 2,000.00	Dell Computer		\$ 1,650.00	\$ 2,950.00
"		Printer		\$ 550.00	
"		Monitor		\$ 750.00	
New Staff Salary	\$ 2,500.00	Temp Worker		\$ 1,500.00	\$ 1,500.00
\$25 Gas cards				\$ 650.00	\$ 650.00
<b>Column Total</b>	<b>\$ 7,500.00</b>			<b>\$ 7,500.00</b>	<b>\$ 7,500.00</b>

# Attachment D

MDVA Grants Manual Rev. 2 (available on the MDVA Website - Grants Page:  
[http://mn.gov/mdva/resources/federalresources/grants/.](http://mn.gov/mdva/resources/federalresources/grants/))

# Attachment E

## County Budget EXAMPLE - County Veteran Service Office Program

Report ID: (AR)AR01 - AR003 Rev 007/2015  
 Run Date: 2/27/2016 3:31 AM

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

Page 1 of 4

Budget Unit: Veteran Service Office		Unit: 1531 - VETERAN SERVICES					Unit: 1548 - Veterans Services		Budget vs Actual	
Class	Object - Budget Service	Encumbrance	Expenses	Int'l Obligations	Encumbrance	Expenses	Total Obligations	Current Budget	Actual Available	Percent Available
<b>Expenses</b>										
<b>Appr. AA1 Salaries &amp; Benefits</b>										
0110	Full-Time Salaries		\$23,032.00	\$23,032.00		\$45,251.31	\$45,251.31	\$100,714	\$109,981.50	77.23 %
0110	Overtime Salaries							\$2,500	\$2,500	100.00 %
0110	Travel							\$25,600	\$25,600.00	100.00 %
0120	Medical		\$2,921.70	\$2,921.70		\$6,390.15	\$6,390.15	\$0	\$4,250.19	66.51 %
0120	Health Care		\$4,645.01	\$4,645.01		\$1,100.45	\$1,100.45	\$0	\$1,100.45	100.00 %
0120	Life Insurance							\$0	\$0.00	0.00 %
0120	Other Post-Retire. Benefits							\$15	\$15.00	100.00 %
0140	Employee Pension Plan							\$15	\$15.00	100.00 %
0140	Other Pensions Subtotal		\$25,603.71	\$25,603.71		\$5,716.49	\$5,716.49	\$25,231	\$10,514.37	38.48 %
0100	Life Insurance					\$163.74	\$163.74	\$870	\$9,630	64.13 %
0101	Health Insurance		\$1,916.20	\$1,916.20		\$11,303.30	\$11,303.30	\$22,264	\$20,791.04	93.43 %
0101	Post-Retire. Plan		\$1,235.70	\$1,235.70		\$4,280.12	\$4,280.12	\$16,627	\$10,141.19	61.02 %
0101	Post-Retire. Plan		\$1,240.67	\$1,240.67		\$4,281.45	\$4,281.45	\$16,252	\$10,920.51	73.36 %
0101	Other Post-Retire. Benefits							\$2,017	\$2,017.00	100.00 %
0101	Health Insurance							\$1,274	\$1,274.00	100.00 %
0101	Life Insurance		\$16.00	\$16.00		\$5,611	\$5,611	\$1,018	\$1,018.00	18.33 %
0101	Life Insurance					\$43.27	\$43.27	\$18	\$19,049	61.37 %
Appr. AA1 Total:		\$0.00	\$50,541.61	\$50,541.61	\$0.00	\$76,641.97	\$76,641.97	\$126,917	\$121,164.92	78.97 %
<b>Expenses</b>										
<b>Appr. AA2 Charges &amp; Services</b>										
0201	Staff Development		\$7,301.81	\$7,301.81		\$1,373.44	\$1,373.44	\$3,350	\$2,576.00	63.23 %
0201	Telephone & Communications		\$2,301.53	\$2,301.53		\$401.10	\$401.10	\$3,000	\$1,393.00	46.43 %
0201	Printing & Reproduction		\$2,301.53	\$2,301.53		\$102.73	\$102.73	\$3,300	\$2,913.27	88.24 %
0201	Printing & Reproduction		\$108.69	\$108.69		\$362.30	\$362.30	\$300	\$362.30	100.00 %
0201	Membership & Dues					\$202.00	\$202.00	\$100	\$1,202.50	59.50 %
0201	Computer Rental & Maintenance		\$148.24	\$148.24		\$487.57	\$487.57	\$1,015	\$1,015.00	100.00 %
0201	Insurance		\$1,101.74	\$1,101.74		\$113.32	\$113.32	\$1,200	\$1,200.00	100.00 %
0201	Other Supplies & Stationery							\$200	\$200.00	100.00 %
0201	Books & Periodicals		\$122.74	\$122.74		\$27.07	\$27.07	\$2,300	\$2,300.00	100.00 %
0201	Health & Dental Care							\$10	\$10.00	100.00 %
0201	Other Various Purposes & Misc							\$2,300	\$2,300.00	100.00 %
Appr. AA2 Total:		\$0.00	\$7,301.81	\$7,301.81	\$0.00	\$4,037.16	\$4,037.16	\$20,015	\$22,101.84	81.13 %
<b>Expenses</b>										
<b>Appr. AA3 Computers, Equipment &amp; Furniture</b>										
0301	Furniture & Equipment							\$0	\$0.00	0.00 %
0301	Computer Equipment							\$0	\$0.00	0.00 %
Appr. AA3 Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00	0.00 %
<b>Expenses</b>										
<b>Appr. AA4 Other</b>										
0401	Full-Time Salaries		\$6,169.60	\$6,169.60		\$12,720.07	\$12,720.07	\$25,000	\$27,130.60	78.71 %
0401	Medical		\$499.60	\$499.60		\$1,023.74	\$1,023.74	\$0	\$2,624.64	39.38 %
0401	Medical					\$1,063.92	\$1,063.92	\$0	\$1,063.92	100.00 %
0401	Life Insurance							\$0	\$0.00	0.00 %
0401	Other Post-Retire. Benefits							\$0	\$0.00	0.00 %
0401	Employee Pension Plan							\$0	\$0.00	0.00 %
0401	Other Pensions Subtotal		\$4,808.81	\$4,808.81		\$11,310.07	\$11,310.07	\$29,336	\$15,454.80	52.69 %
0401	Life Insurance					\$48.30	\$48.30	\$335	\$2,649	66.61 %
0401	Health Insurance		\$3,101.50	\$3,101.50		\$1,111.10	\$1,111.10	\$0	\$1,111.10	100.00 %
0401	Post-Retire. Plan		\$337.00	\$337.00		\$1,173.15	\$1,173.15	\$4,511	\$3,105.54	72.32 %
0401	Post-Retire. Plan		\$311.83	\$311.83		\$1,190.54	\$1,190.54	\$4,511	\$2,812.24	69.07 %
0401	Other Post-Retire. Benefits							\$774	\$7,450	100.00 %
0401	Health Insurance		\$16.60	\$16.60		\$166.10	\$166.10	\$200	\$200.00	100.00 %
0401	Health Insurance					\$19.22	\$19.22	\$103	\$19.22	18.80 %
Appr. AA4 Total:		\$0.00	\$7,301.81	\$7,301.81	\$1.50	\$17,878.96	\$17,878.96	\$77,410	\$80,106.47	75.40 %
<b>Expenses</b>										
<b>Appr. AA5 Other</b>										
0501	Staff Development		\$2,301.81	\$2,301.81		\$487.72	\$487.72	\$1,000	\$2,113.28	77.88 %
0501	Telephone & Communications		\$2,301.81	\$2,301.81		\$71.00	\$71.00	\$0	\$71.00	100.00 %
0501	Printing & Reproduction		\$2,301.81	\$2,301.81		\$102.73	\$102.73	\$0	\$102.73	100.00 %
0501	Printing & Reproduction		\$108.69	\$108.69		\$362.30	\$362.30	\$300	\$362.30	100.00 %
0501	Membership & Dues					\$202.00	\$202.00	\$1,000	\$1,202.50	59.50 %
0501	Computer Rental & Maintenance		\$148.24	\$148.24		\$487.57	\$487.57	\$1,000	\$1,000.00	100.00 %
0501	Insurance		\$1,101.74	\$1,101.74		\$113.32	\$113.32	\$1,200	\$1,200.00	100.00 %
0501	Other Supplies & Stationery							\$200	\$200.00	100.00 %
0501	Books & Periodicals		\$122.74	\$122.74		\$27.07	\$27.07	\$2,300	\$2,300.00	100.00 %
0501	Health & Dental Care							\$10	\$10.00	100.00 %
0501	Other Various Purposes & Misc							\$2,300	\$2,300.00	100.00 %
Appr. AA5 Total:		\$0.00	\$7,301.81	\$7,301.81	\$1.50	\$17,878.96	\$17,878.96	\$77,410	\$80,106.47	75.40 %
<b>Revenues</b>										
<b>Appr. AA6 Other</b>										
0601	State Development		\$2,301.81	\$2,301.81		\$487.72	\$487.72	\$1,000	\$2,113.28	77.88 %
0601	Telephone & Communications		\$2,301.81	\$2,301.81		\$71.00	\$71.00	\$0	\$71.00	100.00 %
0601	Printing & Reproduction		\$2,301.81	\$2,301.81		\$102.73	\$102.73	\$0	\$102.73	100.00 %
0601	Printing & Reproduction		\$108.69	\$108.69		\$362.30	\$362.30	\$300	\$362.30	100.00 %
0601	Membership & Dues					\$202.00	\$202.00	\$1,000	\$1,202.50	59.50 %
0601	Computer Rental & Maintenance		\$148.24	\$148.24		\$487.57	\$487.57	\$1,000	\$1,000.00	100.00 %
0601	Insurance		\$1,101.74	\$1,101.74		\$113.32	\$113.32	\$1,200	\$1,200.00	100.00 %
0601	Other Supplies & Stationery							\$200	\$200.00	100.00 %
0601	Books & Periodicals		\$122.74	\$122.74		\$27.07	\$27.07	\$2,300	\$2,300.00	100.00 %
0601	Health & Dental Care							\$10	\$10.00	100.00 %
0601	Other Various Purposes & Misc							\$2,300	\$2,300.00	100.00 %
Appr. AA6 Total:		\$0.00	\$7,301.81	\$7,301.81	\$1.50	\$17,878.96	\$17,878.96	\$77,410	\$80,106.47	75.40 %
<b>Revenues</b>										
<b>Unit 1531 Revenue Total:</b>										
		\$0.00	\$50,541.61	\$50,541.61	\$0.00	\$76,641.97	\$76,641.97	\$116,932	\$116,932.00	100.00 %
	Tax Levy:		\$4,285.61	\$4,285.61		\$12,768.42	\$12,768.42	\$21,000	\$21,000.00	100.00 %
	Total Revenue, Including Tax Levy		\$4,285.61	\$4,285.61		\$12,768.42	\$12,768.42	\$21,000	\$21,000.00	100.00 %
	(Net Budget Available)		\$4,285.61	\$4,285.61		\$12,768.42	\$12,768.42	\$21,000	\$21,000.00	100.00 %
<b>Revenues</b>										
<b>Appr. AA7 Other</b>										
0701	State Development		\$2,301.81	\$2,301.81		\$487.72	\$487.72	\$1,000	\$2,113.28	77.88 %
0701	Telephone & Communications		\$2,301.81	\$2,301.81		\$71.00	\$71.00	\$0	\$71.00	100.00 %
0701	Printing & Reproduction		\$2,301.81	\$2,301.81		\$102.73	\$102.73	\$0	\$102.73	100.00 %
0701	Printing & Reproduction		\$108.69	\$108.69		\$362.30	\$362.30	\$300	\$362.30	100.00 %
0701	Membership & Dues					\$202.00	\$202.00	\$1,000	\$1,202.50	59.50 %
0701	Computer Rental & Maintenance		\$148.24	\$148.24		\$487.57	\$487.57	\$1,000	\$1,000.00	100.00 %
0701	Insurance		\$1,101.74	\$1,101.74		\$113.32	\$113.32	\$1,200	\$1,200.00	100.00 %
0701	Other Supplies & Stationery							\$200	\$200.00	100.00 %
0701	Books & Periodicals		\$122.74	\$122.74		\$27.07	\$27.07	\$2,300	\$2,300.00	100.00 %
0701	Health & Dental Care							\$10	\$10.00	100.00 %
0701	Other Various Purposes & Misc							\$2,300	\$2,300.00	100.00 %
Appr. AA7 Total:		\$0.00	\$7,301.81	\$7,301.81	\$1.50	\$17,878.96	\$17,878.96	\$77,410	\$80,106.47	75.40 %
<b>Revenues</b>										
<b>Unit 1531 Revenue Total:</b>										
		\$0.00	\$50,541.61	\$50,541.61	\$0.00	\$76,641.97	\$76,641.97	\$116,932	\$116,932.00	100.00 %
	Tax Levy:		\$4,285.61	\$4,285.61		\$12,768.42	\$12,768.42	\$21,000	\$21,000.00	100.00 %
	Total Revenue, Including Tax Levy		\$4,285.61	\$4,285.61		\$12,768.42	\$12,768.42	\$21,000	\$21,000.00	100.00 %
	(Net Budget Available)		\$4,285.61	\$4,285.61		\$12,768.42	\$12,768.42	\$21,000	\$21,000.00	100.00 %

CARRIED 7-0

APPLICATION APPLIED FOR:  CONDITIONAL USE PERMIT  INTERIM USE PERMIT

Parcel # 17-0207000  
17-0208000

Application: Fee 546.25 Number 14308 Date 6/28/10

Tim Roberg 37863 532<sup>nd</sup> Paysonville MN 56362  
Name of Applicant Address City/State/Zip Code

Fern Roberg 37863 532<sup>nd</sup> Paysonville MN 56362  
Name of Property Owner Address City/State/Zip Code

Tim 320-295 3533 Callu  
Name of Mineral Rights Owner Address City/State/Zip Code viewing

Legal Description of Property: That part of the North Half of the Northeast Quarter  
(NW/4 of NE/4) except 15 acres, a 15 acre square in the Northeast  
Corner of the Northeast Quarter of the Northeast Quarter (NE/4 of NE/4)  
Section 16, Township 121, Range 32.

Detailed Description of the Application: Feedlot expansion - building new confinement  
facility and increase in animal units.

76' x 224' Barn construction and increase from 232 AU's to 299 AU's.  
Attach a detailed site plan as required in the Meeker County Zoning Ordinance.

Reason for requesting the proposed application: Required to increase animal units.

Signatures:

[Signature]  
Applicant

[Signature]  
Property Owner

Mineral Rights Owner

Kristin N. Cote  
Notary Public



PUBLIC HEARING Township Litchfield Location Meeker Co. Courthouse.

Date 7/19/2010 Notice Published 7/17/2010 Property Owners 14

Municipalities Notified MN DNR, Bob Hobart, Keronis Lake Assoc., North Fork  
Crow WSD, Union Grove Twp., MPCA, Commissioner Huberty.

Planning Commission Recommendation:

See Attached Exhibit A.

Date July 19, 2016

Chair Dwight Dahlman

APPLICATION RECOMMENDED TO COUNTY COMMISSIONERS:

CONDITIONAL USE PERMIT

INTERIM USE PERMIT

Application submitted to the County Board of Commissioners on August 2, 2016

County Board Action:

The findings and recommendation of the Planning Commission are hereby adopted and the application is:

approved  denied

The findings and recommendation of the Planning Commission are hereby overruled and the application is:

approved  denied

The Board makes its finding as indicated on the attached Exhibit A.

The Board makes specific findings as indicated on the attached Exhibit A; hereby adopts the recommendation of the Planning Commission; and the application is:

approved  denied

Vote: For  Against

Action taken this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Chair, Meeker County Board of Commissioners

STATE OF MINNESOTA )  
COUNTY OF MEEKER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_ Chairman of the Meeker County Board of Commissioners on

behalf of Meeker County.

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

IMPORTANT:

Unless a land use or building permit is issued and significant work has been completed within twelve (12) months from the date of permit approval, then such permit shall become null and void, unless a petition for extension of time in which to complete the work has been granted by the County Board. Said extension petition shall be requested in writing and filed with the Zoning Administrator at least thirty (30) days before the conditional use or interim use permit is due to become null and void.

**EXHIBIT A**

Approve a Conditional Use Permit Application to expand an existing feedlot in an A-1 Agricultural Preservation District to a capacity of less than 300 animal units and to construct a new turkey barn with the conditions that:

1. The Meeker County Zoning Administrator, or his/her designee(s) and at least one member of the Planning Commission shall inspect the premise at least once per calendar year in 2017, 2018 and 2019. Thereafter an inspection shall be completed every third (3<sup>rd</sup>) year. If at any inspection a feedlot violation is noted an inspection shall there forth occur yearly until three (3) consecutive inspections have occurred with no violations. Operator shall pay all costs associated with the inspections in accordance with the fee schedule of the Zoning Administrator or One Hundred Fifty Dollars (\$150.00), whichever is greater.
2. The applicant shall comply with all federal, state and local laws and regulations including permits issued by federal, state and local agencies.
3. The applicant shall file annually on March 1 with the Zoning Administrator and/or his/her designee all records regarding manure nutrient analysis; soil tests for fields receiving manure, manure transfer, stockpiling sites and amounts, application rates, and application sites. M.P.C.A. rules shall be followed for crop nutrient requirements and/or all manure transfer records.
4. The applicant, owner, operator or commercial spreader shall spread manure on fields in accordance with the recommended crop nutrient requirements as promulgated or used by the Minnesota Pollution Control Agency (MPCA) for the next crop type to be planted on any field. Applicant shall test both manure and soil to determine the proper rate and calibrate application equipment to apply the proper rate before spreading the manure.
5. The owner/operator shall immediately clean up any manure spills on public roads or right of ways.
6. Erosion control shall be implemented during construction until vegetative cover is established to prevent erosion into sensitive areas.
7. The applicant shall be permitted to do the dirt work that is required for the completion of the total project.
8. Dead animals shall be disposed of according to MPCA and Board of Animal Health rules and regulations. Options including rendering, composting, burial, and other technologies. The Planning Commission along with other regulatory agencies having jurisdiction over such must approve any and all options.
9. The proposed facility shall be constructed according to plans submitted with the application and statements made during the application process.
10. The site shall be permitted for 299 animal units.
11. This Conditional Use Permit and conditions replace and supersede all other previously approved Conditional Use Permits and Conditions.



<b>Minnesota Department of Public Safety ("State")</b> Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101	<b>Grant Program:</b> Emergency Management Performance Grant 2016  <b>Grant Agreement No.:</b> A-EMPG-2016-MEEKERCO-049
<b>Grantee:</b> Meeker County 326 N. Ramsey Litchfield, MN 55355	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 1/1/2016 <b>Expiration Date:</b> 12/31/2016
<b>Grantee's Authorized Representative:</b> Dan Miller 326 N. Ramsey Litchfield, MN 55355 Phone: (320) 693-5400 e-mail: <a href="mailto:Dan.Miller@co.meeker.mn.us">Dan.Miller@co.meeker.mn.us</a>	<b>Grant Agreement Amount:</b> Original Agreement \$ 21,245.00  Matching Requirement \$ 21,245.00
<b>State's Authorized Representative:</b> Matti Gurney Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101 Phone: 651-201-7422 <a href="mailto:Matti.Gurney@state.mn.us">Matti.Gurney@state.mn.us</a>	Federal Funding: CFDA 97.042 State Funding: none Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Emergency Management Performance Grant 2016 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the Emergency Management Performance Grant 2016 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the



Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

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

**3. STATE AGENCY**

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

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

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

Grant Agreement No. A-EMPG-2016-MEEKERCO-049 / PO# 3000041693

**2. GRANTEE**

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

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

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

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

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

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

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

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

2016 (EMPG) Emergency Management Performance Grant

EXHIBIT A

Organization: Meeker County

A-EMPG-2016-MEEKERCO-049

Budget Summary (Report)

EMPG			
Budget Category	Award	Match	
Planning			
Annual salary and benefits for the EM Assistant	\$16,317.00	\$16,317.00	
<b>Total</b>	\$16,317.00	\$16,317.00	
Training			
removed	\$0.00	\$0.00	
<b>Total</b>	\$0.00	\$0.00	
Equipment			
Emergency Notification Systems operations and maintenance	\$4,928.00	\$4,928.00	
<b>Total</b>	\$4,928.00	\$4,928.00	
<b>Total</b>	\$21,245.00	\$21,245.00	
<b>Allocation</b>	\$21,245.00	\$21,245.00	
<b>Balance</b>	\$0.00	\$0.00	

**MEEKER COUNTY  
NOTICE OF PUBLIC HEARING  
REGARDING ORDINANCE REGULATING WATER SURFACE AREA**

For publication:        Weeks of July 11, 2016 through July 25, 2016

Pursuant to Minnesota State Statute 86B.205, the Meeker County Board of Commissioners will hold a public hearing on the Ordinance Regulating Water Surface Area, in the Board Room, Level 4, at the Meeker County Courthouse, 325 Sibley Avenue North, Litchfield, MN, on August 2, 2016 at 9:00 a.m. The public is invited at this time to give their views either in person or in writing. The ordinance is printed here:

Pursuant to the authority granted a County Board by the Commissioner of the Department of Natural Resources under Minnesota Statute 86B.205, an Ordinance is hereby established regulating the water surface area of the channel located on Lake Koronis west of Mud Lake in Meeker County, Minnesota. Said channel shall be posted a "Slow-No Wake" zone as herein defined due to the inherent fact that watercraft speed and wake constitute a hazard to persons, property and the natural resources. 1. Slow-No Wake. a. "Slow-No Wake" means the operation of a watercraft at the slowest possible speed necessary to maintain steerage and in no case greater than five (5) miles per hour. 2. Effective Time. a. The "Slow-No Wake" zone shall be effective 24 hours per day from "Ice Out" until "Freeze Up." 1. "Ice Out" shall be defined as the time of year in which the channel area shall become passable by watercraft after the ice thaws. 2. "Freeze Up" shall be defined as the time of year in which the channel area shall become impassable by watercraft due to the water freezing. 3. Enforcement and Penalties. a. Enforcement of the Ordinance shall be by the Conservation Officers of the Department of Natural Resources and the Sheriff of Meeker County and his duly authorized agents. b. Penalties for violating the Ordinance shall constitute a petty misdemeanor with a fine of \$40.00. 4. Exemptions. a. Authorized Resource Management, emergency and law enforcement personnel shall be exempt when acting in the performance of their duties. b. Temporary exemptions may be authorized by permit from the Sheriff.

Dated: July 8, 2016

/s/ Brian Cruze  
Meeker County Sheriff

RECEIVED

JUN 02 2016

AUDITORS OFFICE

June 1, 2016

## Preliminary 2015 Population and Household Estimates

Prepared by the Minnesota State Demographic Center

	Total Population	Household Population	Group Quarters	Number of Households	Persons per Household
<b>Meeker County</b>					
Acton township	364	360	4	145	2.48
Cedar Mills city	43	43	0	22	1.95
Cedar Mills township	426	426	0	170	2.51
Collinwood township	1,126	1,112	14	398	2.79
Cosmos city	464	464	0	228	2.04
Cosmos township	220	220	0	85	2.59
Danielson township	278	278	0	106	2.62
Darwin city	356	356	0	142	2.51
Darwin township	682	682	0	293	2.33
Dassel city	1,462	1,401	61	571	2.45
Dassel township	1,482	1,482	0	538	2.75
Eden Valley city (part)	555	555	0	238	2.33
Ellsworth township	839	839	0	355	2.36
Forest City township	652	652	0	247	2.64
Forest Prairie township	964	964	0	347	2.78
Greenleaf township	659	659	0	283	2.33
Grove City city	629	629	0	266	2.36
Harvey township	376	376	0	156	2.41
Kingston city	162	162	0	62	2.61
Kingston township	1,221	1,221	0	429	2.85
Litchfield city	6,761	6,528	233	2,784	2.34
Litchfield township	819	815	4	327	2.49

These data are preliminary and subject to change. Final estimates will be available after July 15, 2016.

June 1, 2016

## Preliminary 2015 Population and Household Estimates

Prepared by the Minnesota State Demographic Center

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	Total Population	Household Population	Group Quarters	Number of Households	Persons per Household
Manannah township	597	597	0	224	2.67
Swede Grove township	394	394	0	138	2.86
Union Grove township	626	626	0	225	2.78
Watkins city	953	904	49	398	2.27
<b>Meeker County Total</b>	<b>23,110</b>	<b>22,745</b>	<b>365</b>	<b>9,177</b>	<b>2.48</b>

These data are preliminary and subject to change. Final estimates will be available after July 15, 2016.

MEEKER COUNTY BOARD OF COMMISSIONERS

**COPY**

RESOLUTION # 2016 - 10

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_ the following resolution was passed and adopted by the Meeker County Board of Commissioners at a meeting held \_\_\_\_\_, at the Courthouse in Litchfield, Minnesota.

**WHEREAS**, on July 25, 2016, an Application to Conduct Off-site Gambling was presented to Barbara Loch, Meeker County Auditor, on behalf of the Cedar Mills Lions Club,

**WHEREAS**, the Cedar Mills Lions Club would like to conduct off-site gambling at the Cedar Mills Gun Club, 62841 140<sup>th</sup> Street, Hutchinson, Meeker County, Minnesota; and

**WHEREAS**, the Meeker County Board of Commissioners are the local governing body having jurisdiction over the proposed gambling activity; and

**WHEREAS**, the Meeker County Board of Commissioners acknowledges receipt of said Application.

**BE IT RESOLVED**, that the Meeker County Board of Commissioners hereby approves the applicant's request for off-site gambling on September 16, 2016.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

Attest: \_\_\_\_\_  
Clerk of the County Board

STATE OF MINNESOTA  
MEEKER COUNTY

I, Paul J. Virnig, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the Board of Commissioners of said Meeker County, that I have compared the above resolution with the original passed and adopted by the Board of Commissioners of said Meeker County at a regular meeting thereof held on the 2<sup>nd</sup> day of August, 2016 at 8:30 AM, that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this 2<sup>nd</sup> day of August, 2016, and have hereunto affixed the seal of the County.

\_\_\_\_\_  
County Board Clerk (SEAL)

MINNESOTA LAWFUL GAMBLING  
LG230 Application to Conduct Off-Site Gambling

JUL 26 2016 6/15 Page 1 of 2

AUDITORS OFFICE No Fee

ORGANIZATION INFORMATION

Organization Name: Cedar Mills Lions License Number: \_\_\_\_\_  
Address: 62841 140 St City: Hutchinson, MN Zip: 55350  
Gambling Manager Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_  
Chief Executive Officer (CEO) Name: Willard Dambrow Daytime Phone: 320 587 3609

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 9/16/16 to 9/16/16

Check the type of games that will be conducted:

- Raffle
- Pull-Tabs
- Bingo
- Tipboards
- Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Cedar Mills Sun Club  
Street address and City (or township): 62841 140 St Hutchinson Zip: 55350 County: \_\_\_\_\_

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

- Yes If yes, a lease is not required.
- No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ 0 (If none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Lessor's Name: \_\_\_\_\_

**Acknowledgment by Local Unit of Government: Approval by Resolution**

<b>CITY APPROVAL for a gambling premises located within city limits</b>	<b>COUNTY APPROVAL for a gambling premises located in a township</b>
City Name: _____ Date Approved by City Council: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of City Personnel: _____ _____ Title: _____ Date Signed: _____	County Name: _____ Date Approved by County Board: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of County Personnel: _____ _____ Title: _____ Date Signed: _____ TOWNSHIP NAME: _____ <b>Complete below only if required by the county.</b> On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ _____ Title: _____ Date Signed: _____
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> <p><b>Local unit of government must sign.</b></p> </div>	

**CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT**

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

\_\_\_\_\_ Date

**Signature of CEO (must be CEO's signature; designee may not sign)**

<p><b>Mail or fax to:</b></p> <p>Minnesota Gambling Control Board                  Suite 300 South                  1711 West County Road B                  Roseville, MN 55113                  Fax: 651-639-4032</p>	<p><b>No attachments required.</b></p> <p>Questions? Contact a Licensing Specialist at 651-539-1900.</p>
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

<p><b>Data privacy notice:</b> The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.</p> <p>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.</p>	<p>If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.</p> <p>Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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RECEIVED

JUL 18 2016

AUDITORS OFFICE

APPLICATION FOR RETAIL LICENSE TO SELL  
3.2 PERCENT MALT LIQUOR "ON" PREMISES  
County of Meeker  
325 Sibley Ave N  
Litchfield MN 55355  
(320) 693-5212

NAME OF ORGANIZATION <b>Watkins Sportsmen Club</b>		TAXPAYER I.D. NUMBER	DATE OF APPLICATION <b>7-16-16</b>	
IF ABOVE ORGANIZATION IS A CORPORATION, PARTNERSHIP, OR LLC, COMPLETE THE FOLLOWING FOR EACH PARTNER OR OFFICER:				
Partner/Officer Name (First Middle Last) <b>Walter Kramer</b>	Date of Birth <b>5-7-63</b>	Social Security # <b>66699 380</b>	Home Address <b>7<sup>th</sup> St. Watkins MN</b>	
Partner/Officer Name (First Middle Last) <b>Ronald Kramer</b>	Date of Birth <b>5-5-73</b>	Social Security # <b>63401</b>	Home Address <b>365<sup>th</sup> St Watkins MN</b>	
Partner/Officer Name (First Middle Last) <b>Donald Kadelbach</b>	Date of Birth <b>12-11-44</b>	Social Security # <b>37105</b>	Home Address <b>657<sup>th</sup> Ave, Watkins MN</b>	
STREET ADDRESS OF BUSINESS <b>36546 CSAH2 Watkins</b>		CITY <b>Watkins</b>	STATE <b>MN</b>	ZIP CODE <b>55389</b>
NAME OF PERSON MAKING APPLICATION <b>Walter Kramer</b>		BUSINESS PHONE <b>612 369-8391</b>	HOME PHONE <b>(320) 764-2161</b>	
TERM OF LICENSE (not to exceed one year) <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <b>1 day 9-4-16</b>		TYPE OF ORGANIZATION <input checked="" type="checkbox"/> CLUB <input type="checkbox"/> CHARITABLE <input type="checkbox"/> OTHER NON-PROFIT <input type="checkbox"/> RELIGIOUS		
MAILING ADDRESS OF BUSINESS (if different from above street address) <b>PO Box 491 Watkins MN 55389</b>		LOCATION WHERE LICENSE/PERMIT WILL BE USED <b>36546 CSAH2 Watkins MN</b>		

The organization above hereby applies for a license to sell At Retail Only, 3.2 Percent Malt Liquors, as the same are defined by law, for consumption "ON" those certain premises stated above and to that end represents and affirms as follows:

That said applicant is a citizen of the United States; of good moral character and repute; and has attained the age of 21 years; that he/she is the proprietor of the establishment for which the license/permit will be issued if this application is granted.

That no manufacturer of such 3.2 Percent malt liquors or intoxicating liquors has any ownership, in whole or in part, in said business of said applicant or any interest therein.

That by the commencement of business and by July 1 of each succeeding year said applicant will have paid the Federal Special Occupational Tax to the Bureau of Alcohol, Tobacco and Firearms for a retail dealer.

That said applicant makes this application pursuant and subject to all the laws of the State of Minnesota and the ordinances and regulations of said County of Meeker applicable thereto, which are hereby made a part hereof, and hereby agrees to observe and obey the same.

Yes  No During the past year, has a summons been issued to the licensee under the Civil Liquor Liability Law?

SIGNATURE OF APPLICANT <b>Walter Kramer</b>	DATE SIGNED <b>7-16-16</b>
--	-------------------------------

ATTACH TO APPLICATION

Certificate of Liquor Liability Insurance showing the exact licensee name (corporation, partnership, LLC, et) and business address as shown on the license and covering completely the license period shown on the license. (3.2% liquor licenses are exempt from this requirement if sales are less than \$25,000 at on sale, or \$30,000 at off sale.)

Workers Compensation Insurance Certificate stating Insurance Company Name and Policy Number.

APPROVAL

APPLICATION MUST BE APPROVED BY COUNTY ATTORNEY, COUNTY SHERIFF, AND TOWNSHIP BEFORE SUBMITTING TO COUNTY AUDITOR FOR BOARD CONSIDERATION.

I certify that to the best of my knowledge the applicants named above are eligible to be licensed.

SIGNATURE OF MEEKER COUNTY ATTORNEY	PRINTED NAME	DATE APPROVED
-------------------------------------	--------------	---------------

I certify that to the best of my knowledge, the applicants named above have not been convicted within the last five years of any violations of State law or municipal ordinance relating to the sale of liquor.

SIGNATURE OF MEEKER COUNTY SHERIFF	PRINTED NAME	DATE APPROVED
------------------------------------	--------------	---------------

I certify that the township board of \_\_\_\_\_ township, consents to the issuance of this license.

SIGNATURE OF TOWNSHIP OFFICER <b>Vic Gaeslinger</b>	PRINTED NAME & TITLE <b>Supervisor</b>	DATE APPROVED <b>7-10-16</b>
--	---	---------------------------------

FEE PAYMENT

FEE MUST BE PAID BEFORE PERMIT/LICENSE CAN BE ISSUED.

FEE RECEIVED BY	FEE AMOUNT PAID	DATE FEE PAID
-----------------	-----------------	---------------

**CERTIFICATE OF COUNTY BOARD FOR CLASSIFICATION OF FORFEITED LANDS AS  
PROVIDED BY CHAPTER 386, LAWS 1935 AS AMENDED.**

To: City of Litchfield

We, the members of the County Board of the County of Meeker, Minnesota, do hereby certify that the parcel of land hereinafter listed is classified by us as non-conservation land located in your city. The parcel described forfeited to the State of Minnesota for non-payment of property taxes. As required under Minnesota State Statute 282.01, we request that you approve the parcel for public auction or auction to adjacent owners or request a conveyance to your city for public use.

**COPY**

City of Litchfield Parcel 27-0752000

Lot 23, less the South 3 inches thereof, Block 59, City of Litchfield, according to the plat on file and of record in the Office of the County Recorder in and for Meeker County, Minnesota; subject to party wall agreements as of record.

---

In witness whereof we have hereunto subscribed our names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chairman

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_  
County Board Clerk  
Meeker County

**City of Litchfield**

We request that you approve the parcel for public auction or auction to adjacent owners or request a conveyance for public use.

Please be advised that, if the township fails to respond within sixty (60) days of the date of this notice, the classification and sale will be deemed to be approved.

(Special assessments that were levied before the forfeiture do no need to be certified to this office. They were canceled at forfeiture and will be paid from the sale price. Special assessments that are levied after the forfeiture should be certified to the County Auditor's Office. They will be added to the appraised value and paid from the sale price.)

Approval: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signatures: \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATE OF COUNTY BOARD FOR CLASSIFICATION OF FORFEITED LANDS AS  
PROVIDED BY CHAPTER 386, LAWS 1935 AS AMENDED.**

To: City of Litchfield

We, the members of the County Board of the County of Meeker, Minnesota, do hereby certify that the parcel of land hereinafter listed is classified by us as non-conservation land located in your city. The parcel described forfeited to the State of Minnesota for non-payment of property taxes. As required under Minnesota State Statute 282.01, we request that you approve the parcel for public auction or auction to adjacent owners or request a conveyance to your city for public use.

City of Litchfield Parcel 27-0388000

Lots 15 and 16, Block 23, City of Litchfield, Minnesota

**COPY**

In witness whereof we have hereunto subscribed our names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_  
County Board Clerk  
Meeker County

**City of Litchfield**

We request that you approve the parcel for public auction or auction to adjacent owners or request a conveyance for public use.

Please be advised that, if the township fails to respond within sixty (60) days of the date of this notice, the classification and sale will be deemed to be approved.

(Special assessments that were levied before the forfeiture do no need to be certified to this office. They were canceled at forfeiture and will be paid from the sale price. Special assessments that are levied after the forfeiture should be certified to the County Auditor's Office. They will be added to the appraised value and paid from the sale price.)

Approval: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signatures: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE OF COUNTY BOARD FOR CLASSIFICATION OF FORFEITED LANDS AS  
PROVIDED BY CHAPTER 386, LAWS 1935 AS AMENDED.**

To: City of Kingston

We, the members of the County Board of the County of Meeker, Minnesota, do hereby certify that the parcel of land hereinafter listed is classified by us as non-conservation land located in your city. The parcel described forfeited to the State of Minnesota for non-payment of property taxes. As required under Minnesota State Statute 282.01, we request that you approve the parcel for public auction or auction to adjacent owners or request a conveyance to your city for public use.

**COPY**

City of Kingston  
#26-0059000

Lot I, Murphy's Subdivision of the North part of the SW1/4 of SW1/4 of Section 15, Township 120, Range 29, Meeker County, Minnesota, EXCEPT the following three described tracts:

Tract No. 1: Beginning at the Northeast corner of the SW1/4 of SW1/4, Section 15, Township 120, Range 29, thence running due South 5 rods 8 inches, thence due West 9 rods 4 1/2 feet to the center of the Kingston and South Haven Road; thence along the center of said road in a Northeasterly direction to the North line of the SW1/4 of SW1/4, of said Section, thence due East 6 rods to the place of beginning, containing one quarter acre.

Tract No. 2: Commencing at the Southeast corner of one-quarter acre Tract No. 1 described above, thence South 60 feet, thence West parallel to the North line of said lot to the center of said Kingston and South Haven Road, thence following the center of said road to the point where it intersects the Southwest corner of said last above described one-quarter acre tract, thence East and parallel with said North line of said lot about 9 rods and 4 1/2 feet to the place of beginning.

Tract No. 3: Commencing at the Southeast corner of Lot I, Murphy's Subdivision, thence in a westerly direction along the South line of said Lot I, a distance of 150 feet to the point of beginning; thence in a Northerly direction and parallel with the East line of said Lot I, a distance of 159 feet, thence in a Westerly direction and parallel with the South line of said Lot I, to the center of the Kingston and South Haven Road, thence in a Southwesterly direction along the center of said road to that point at which the center line of said road intersects with the South line of said Lot I, thence in an Easterly direction along the South line of said Lot I to the point of beginning.

In witness whereof we have hereunto subscribed our names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
County Board Clerk, Meeker County

**City of Kingston**

We request that you approve the parcel for public auction or auction to adjacent owners or request a conveyance for public use.

Please be advised that, if the township fails to respond within sixty (60) days of the date of this notice, the classification and sale will be deemed to be approved.

(Special assessments that were levied before the forfeiture do no need to be certified to this office. They were canceled at forfeiture and will be paid from the sale price. Special assessments that are levied after the forfeiture should be certified to the County Auditor's Office. They will be added to the appraised value and paid from the sale price.)

Approval: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signatures: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COPY**

**WHEREAS** the County Board of Commissioners of the County of Meeker, State of Minnesota, desires to offer for sale certain 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 by the County Board of Commissioners and have been classified as non-conservation lands as provided for in Minnesota Statutes 282.01.

**NOW, THEREFORE, BE IT RESOLVED**, that the Meeker County Board of Commissioners hereby certify that all parcels of land listed have been viewed and comply with the provisions of Minnesota Statutes 85.012; 92.461; 282.01, Subd. 8; and 282.018; and other statutes that require the withholding of tax-forfeited lands from sale.

**BE IT FURTHER RESOLVED** that the Meeker County Board of Commissioners hereby request approval from the Minnesota Department of Natural Resources for the sale of said lands.

**Parcels of land to include shown on Exhibit A**

\*\*\*\*\*

The question was on the adoption of the resolution and there were \_\_\_ YEAS and \_\_\_ NAYS as follows:

Board of Commissioners:	YEA	NAY	OTHER
Mike Huberty			
Mike Housman			
Dale Fenrich			
Bryan Larson			
Beth Oberg			

Signed: \_\_\_\_\_  
County Board Chairman

STATE OF MINNESOTA  
MEEKER COUNTY

I, Paul J. Virmig, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the Board of Commissioners of said Meeker County, that I have compared the above resolution with the original passed and adopted by the Board of Commissioners of said Meeker County at a regular meeting thereof held on the 2<sup>nd</sup> day of August, 2016 at 8:30 AM, that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this 2<sup>nd</sup> day of August, 2016, and have hereunto affixed the seal of the County.

\_\_\_\_\_  
County Board Clerk (SEAL)

## **Exhibit A**

### **City of Litchfield**

#27-0388000

Lots 15 and 16, Block 23, city of Litchfield Minnesota

#27-0752000

Lot 23, less the South 3 inches thereof, Block 59, City of Litchfield, according to the plat on file and of record in the Office of the County Recorder in and for Meeker County, Minnesota; subject to party wall agreements as of record.

### **City of Kingston**

#26-0059000

Lot I, Murphy's Subdivision of the North part of the SW1/4 of SW1/4 of Section 15, Township 120, Range 29, Meeker County,

Minnesota, EXCEPT the following three described tracts:

Tract No. 1: Beginning at the Northeast corner of the SW1/4 of SW1/4, Section 15, Township 120, Range 29, thence running due South 5 rods 8 inches, thence due West 9 rods 41/2 feet to the center of the Kingston and South Haven Road; thence along the center of said road in a Northeasterly direction to the North line of the SW1/4 of SW1/4, of said Section, thence due East 6 rods to the place of beginning, containing one quarter acre.

Tract No. 2: Commencing at the Southeast corner of one-quarter acre Tract No. 1 described above, thence South 60 feet, thence West parallel to the North line of said lot to the center of said Kingston and South Haven Road, thence following the center of said road to the point where it intersects the Southwest corner of said last above described one-quarter acre tract, thence East and parallel with said North line of said lot about 9 rods and 4½ feet to the place of beginning.

Tract No. 3: Commencing at the Southeast corner of Lot I, Murphy's Subdivision, thence in a westerly direction along the South line of said Lot I, a distance of 150 feet to the point of beginning; thence in a Northerly direction and parallel with the East line of said Lot I, a distance of 159 feet, thence in a Westerly direction and parallel with the South line of said Lot I, to the center of the Kingston and South Haven Road, thence in a Southwesterly direction along the center of said road to that point at which the center line of said road intersects with the South line of said Lot I, thence in an Easterly direction along the South line of said Lot I to the point of beginning.



# Meeker County Forfeit Property Inventory

## Parcel Number, Base Sale Price and Description

June 2016

### City of Dassel

**Summit Hills \$97,200**

**Sale Group #1**

SUMMIT HILLS, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Meeker County, Minnesota Lots 2, 5, 6, 7, 8, 9, 10, 11, & 12, in Block One (1); Outlot A; Outlot D; and Lots 1, 2, & 3 in Block Five (5)

**Summit Hills \$51,600**

**Sale Group #2**

SUMMIT HILLS, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Meeker County, Minnesota: Lots 1, 2, 3, 4, 5, 7, & 8, in Block Two (2); Lots 1, 2, 3, 4, & 5, in Block Three (3)

**Summit Hills \$47,400**

**Sale Group #3**

SUMMIT HILLS, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Meeker County, Minnesota: Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, & 11 in Block Four (4); Outlot C

**Summit Hills \$43,000**

**Sale Group #4**

SUMMIT HILLS, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Meeker County, Minnesota: Lots 27, 28, 29, 30, 31, 32, & 33 in Block Three (3); Lots 1, 2, & 3 in Block Eight (8)

**Summit Hills \$120,400**

**Sale Group # 5**

SUMMIT HILLS, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Meeker County, Minnesota: Lots 8, 9, & 10 in Block Six (6); Lots 1, 3, 5, 6, 8, 9, 10, 11, 12 in Block Seven (7); Lots 1, 3, & 4 in Block Nine (9); Outlot E; Outlot G except that part lying northerly of the following described line and its easterly and westerly extensions: Commencing at the northwest corner of Lot 7, of said Block 6; thence South 09 degrees 99 minutes 00 Seconds West, on an assumed bearing along the west line of said Lot 7, to the southwest corner of said Lot 7 and the point of beginning of the line to be described; thence North 89 degrees 32 minutes 19 seconds West a distance of 56.00 feet, more or less, to the west line of said Outlot G and there terminating.

**Sunrise Circle \$37,800**

**Sale Group #6**

SUNRISE CIRCLE, according to the plat and survey thereof on file and of record in the Office of the County Recorder, in and for Meeker County, Minnesota: Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17, \* 18 in block One (1).

**Summit Hills \$2,000**

**Sale Group 7**

(Open space area)

23-0718000

Lot Four (4). Block One (1), SUMMIT HILLS, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Meeker County, Minnesota, except part lying southerly and easterly of the following described line; line beginning at the northeast corner of Lot 4, thence on an assumed bearing of North 88 degrees 13 minutes 07 seconds West along the north line of said Lot 4, a distance of 27.40 feet; thence South 10 degrees 38 minutes 35 seconds West, 160.07 feet to the southeast corner of said Lot 4 and there terminating, Meeker County, Minnesota.

### Township of Ellsworth

**08-0031000**

**12.6 Acres land Needs special legislation to sell due to waterfront footage**

Pt Lots 1 and 2 W Rd & S Creek EX 5.5 AC; PT Lots 5-6 & NW ¼ SE ¼ AS Desc Bk 549 Pg 423 Co. Recorder's Office EX Plat "Lake-View 2<sup>nd</sup> Addn" & Ex 75.92 Acres and EX 08-0031004

### City of Eden Valley

**24-0157000 \$14,300, 10,800, 8,600, 5,000**

**Bare Lot 85' x 85' at 392 Cossairt Ave W. Eden Valley**

Lot "C" less the North Forty (40) feet thereof, Block One (1), Cossairt's Addition to the Village of Eden Valley, according to the plat and survey thereof on file and of record in the office of the County Recorder for Meeker County, Minnesota.

**City of Grove City**

25-0032000      \$ 4,000 + 35.75 Special Assessment      Bare Lot 50' x 140' at 108 3<sup>rd</sup> Street North, Grove City

Lot Fourteen (14), Block Two (2), in the City of Grove City, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Meeker County, Minnesota.

25-0075000      \$4,000 + 840.88 Special Assessment      Bare Lot 50' x 140' at 106 Sunset Drive, Grove City

Lot Eight (8), Block Nine (9), in the City of Grove City, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Meeker County, Minnesota.

**City of Litchfield**

27-0798000      \$38,600 20,000      Commercial bldg.. at 127 North Sibley Avenue/US Hwy 12, Litchfield  
Lot Five (5), Block sixty-four (64), City of Litchfield, Meeker County Minnesota

27-1177000      \$500 300 \_\_\_\_\_      Lot 8, 9, 10 and 11 of Block 118  
(Location is corner of Sixth St and Austin Ave near Jewett's Creek)

27-0511000      \$17,500      12,000      Bare lot 60' x 150' at 525 N Miller  
Lot fourteen (14), Block Thirty-six (36), City of Litchfield

27-2395000      \$194,500 \_\_\_\_\_      Commercial property and building at 108 N Precision Drive, Litchfield, MN  
Lot One (1) of Block Two (2) in Industrial Park, City of Litchfield, according to the recorded map or plat thereof on file or of record in the Office of the County Recorder in and for Meeker County, Minnesota.

27-2397000      \$ \_\_\_\_\_      Commercial property and building at 44 N Precision Drive, Litchfield, MN  
Lots Two (2), Three (3), Four (4), Five (5), and Six (6) of Block Two (2) in Industrial Park, City of Litchfield, according to the recorded map or plat thereof on file or of record in the Office of the County Recorder in and for Meeker County, Minnesota, less exception.

**City of Watkins**

28-0302000      \$ \_\_\_\_\_      Home with 3 bedrooms/2 bath at 301 Meeker Avenue North, Watkins)  
  
Lot 2, LESS AND EXCEPT the West 54.00 feet thereof in Block 4 of Auditor's Plat No. 1, now known as Lot "B" of Lot 2 of Block 4 of Auditor's Plat No. 1 of Auditor's Re-Plat of Village of Watkins, according to the plat and survey thereof, now on file and of record in the office of the County Recorder in and for Meeker County, Minnesota. Subject to easements, conditions, restrictions and limitations of record. (Abstract Property)

## New additions July 2016

### **City of Litchfield**

#27-0388000

Lots 15 and 16, Block 23, city of Litchfield Minnesota

#27-0752000

Lot 23, less the South 3 inches thereof, Block 59, City of Litchfield, according to the plat on file and of record in the Office of the County Recorder in and for Meeker County, Minnesota; subject to party wall agreements as of record.

### **City of Kingston**

#26-0059000

Lot I, Murphy's Subdivision of the North part of the SW1/4 of SW1/4 of Section 15, Township 120, Range 29, Meeker County,

Minnesota, EXCEPT the following three described tracts:

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Tract No. 2: Commencing at the Southeast corner of one-quarter acre Tract No. 1 described above, thence South 60 feet, thence West parallel to the North line of said lot to the center of said Kingston and South Haven Road, thence following the center of said road to the point where it intersects the Southwest corner of said last above described one-quarter acre tract, thence East and parallel with said North line of said lot about 9 rods and 4½ feet to the place of beginning.

Tract No. 3: Commencing at the Southeast corner of Lot I, Murphy's Subdivision, thence in a westerly direction along the South line of said Lot I, a distance of 150 feet to the point of beginning; thence in a Northerly direction and parallel with the East line of said Lot I, a distance of 159 feet, thence in a Westerly direction and parallel with the South line of said Lot I, to the center of the Kingston and South Haven Road, thence in a Southwesterly direction along the center of said road to that point at which the center line of said road intersects with the South line of said Lot

MEEKER COUNTY TRANSFER STATION  
OPERATING AGREEMENT

**COPY**

**AMENDMENT: Tipping Fees**

Agreement made this 2<sup>nd</sup> day of August, 2016 between Meeker County and Stockman's Transfer, parties to the Meeker County Transfer Station Operating Agreement dated March 1, 1998 (hereinafter Operating Agreement). In consideration of the promises and covenants made by the parties to said agreement, it is hereby agreed that Section I:

**H. Tip Fees.** The per ton tip fee listed below will be collected by the OPERATOR.

Section (i) to read: "The tip fee for licensed haulers of mixed municipal solid waste shall be **\$61.00** per ton for in-county waste and **\$65.00** per ton for out-of-county waste." Of this amount \$1.00 is going to offset the costs of the 85 hours per week of labor to provide Transfer Station and Demolition Landfill services.

Section (ii) to read: "The tip fee for non-licensed self-haulers of mixed municipal solid waste shall be **\$67** per ton for in-county waste and **\$71** per ton for out-of-county waste."

Section (iii) to read: "The tip fee for demolition materials shall be \$8.50 for in-County demo and \$12.60 for out-of-County demo. These amounts include all applicable taxes."

**I. Payment.** For the services OPERATOR is required to provide hereunder, OPERATOR shall be paid as follows:

Section (i) OPERATOR shall retain the tip fees described in Paragraph H herein for mixed municipal solid waste.

Section 1.I (ii) OPERATOR shall retain one dollar (\$1.00) per yard of the tip fee for demolitions materials and remit the balance of said tip fees to COUNTY.

Section 1.I (iii) to read: "Additionally, County shall pay OPERATOR the sum of thirty-five thousand (\$35,000) per year in quarterly payments of \$8,750 on March 1, June 1, September 1, and December 1 of each year. In exchange for said payment the OPERATOR will provide a minimum of eighty-five (85) hours per week of labor to provide Transfer Station and Demolition Landfill Services."

All other terms of the Operating Agreement shall remain the same.

MEEKER COUNTY

STOCKMAN'S TRANSFER

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

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

**MEEKER COUNTY HIGHWAY DEPARTMENT**

422 South Johnson Drive  
Litchfield Minnesota 55355-2155  
Phone (320) 693-5360  
Fax (320) 693-5369

Ronald Mortensen  
County Engineer

Mark Spies  
Assistant Engineer

August 2, 2016

Meeker County Board of Commissioners

Dear County Board Members:

**Subject: New Truck**

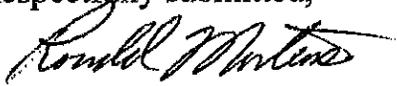
The Meeker County Highway Department proposed capital outlay budget for the Year 2016 has an item for a new Truck. This new truck is replacing unit # 02-1, a 2002 Ford 1-ton crew cab, which will be going to an out-shop for maintenance use. The following Quotations are from local dealer based on the State of Minnesota Contract.

Company	Atwater Ford Atwater, MN	Litchfield Chrysler Center Litchfield, MN	Davis Motors, Litchfield, MN
Model	2017 F350 Ford Crew Cab 4 X 4	2017 3500 Ram Crew Cab 4 X 4	2016 3500HD GMC Sierra Crew Cab 4 X4
Price of Machine	\$38,045.00	\$42,000.00	\$45,113.85

Company	Specialized Truck Equipment, Eden Valley, MN	Towmaster Litchfield, MN
Box and Hoist	9 Foot Contractors Bed and Hoist Installed	9 Foot Contractors Bed and Hoist Installed
Price	\$9,720.00	\$16,366.00

**I recommend that Meeker County purchase a new 2017 F350 Ford Crew Cab 4WD from Atwater Ford, Atwater, MN for \$38,045.00. Also purchase a 9 Foot Contractors Bed and Hoist Installed from Specialized Truck Equipment, Eden Valley, MN for \$9,720.00.**

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Ronald Mortensen".

Ronald Mortensen

County Engineer

Meeker County Highway Department

## County Ditch #15

At the request of several landowners and upon viewing the benefits of County Ditch #15, the Ditch Authority ordered as redetermination of benefits on the system. The historical records show this system was established in 1904 with the current benefits at \$22,000.35.

Ditch viewers were assigned on August 5, 2014.

On July 26, 2016, the viewers updated the Ditch Authority on their progress. To date all the field work of viewing the land is complete. They have determined the watershed area. The viewing team has a concern regarding the expectation of the system and level of repair. This information is critical to completing their worksheets in preparation for the final hearings with landowners. There are wetlands and possible protected waters in this area to consider as well.

### **Questions for the Ditch Authority:**

1. Redetermined the benefits as originally constructed, ignore wetlands and protected waters?
2. Redetermined the benefits considering something less than a full repair?
3. If less than full repair, to what percentage of originally constructed would be acceptable?

To address the above questions, the Ditch Authority requested a meeting be held with the landowners.

Date for an informal meeting with the landowner's \_\_\_\_\_



**Minnesota Department of Transportation**

395 John Ireland Blvd  
St Paul, MN 55155

RECEIVED

JUN 27 2016

Mail Stop 632  
651-366-3448

AUDITORS OFFICE

June 21, 2016

*Board 4-Meeker  
1-Kandi*

Barbara Loch  
Meeker County Auditor  
325 Sibley Avenue N  
Courthouse, Level 4  
Litchfield, MN 55355

**Re: Petition of State of Minnesota, by Charles A. Zelle, Commissioner of Transportation, for the right to make Minor Alterations or Changes in Joint County Ditch No. 18 in Meeker County**

Dear Ms. Loch:

Enclosed is the petition of the Commissioner of Transportation for the right to make minor alterations or changes in Joint County Ditch No. 18, in Meeker County.

Please file the petition and plan sheets, and thereafter fix a time and place for a hearing before the joint county ditch authority. We request that the hearing be set for the earliest feasible date. Please give notice of said hearing by publication as required by Minn. Stat. §§ 161.28 and 103E.325. A suggested form of notice is enclosed for your convenience. Also enclosed is a suggested form of Order for use by the joint county ditch authority if they so choose.

After determining the time and place for hearing, please return a copy of one of the notices of hearing to me in the enclosed postage paid envelope.

If you have any questions or concerns, please do not hesitate to contact me. Thank you in advance for your attention to this matter.

Sincerely,

Louis L. Hegyi  
Transportation Program Specialist

cc: Bryan Dodd  
Samantha Juneau  
Allen Schmitz

An Equal Opportunity Employer



**PETITION OF STATE OF MINNESOTA, BY CHARLES A. ZELLE,  
ITS COMMISSIONER OF TRANSPORTATION, FOR THE RIGHT  
TO MAKE MINOR ALTERATIONS IN JOINT DITCH NO. 18, IN MEEKER  
COUNTY**

For his Petition, Charles A. Zelle, Commissioner of Transportation, alleges as follows:

1. That this Petition is brought in accordance with Minn. Stat. § 161.28.
2. That Joint Ditch No. 18 is a duly established Joint Ditch in Meeker County.
3. That Trunk Highway No. 4 is directly affected by said Joint Ditch No. 18.
4. That it is advantageous and desirable in the construction and maintenance of Trunk Highway No. 4 that minor alterations be made in those portions of said Joint Ditch as follows:

(See Exhibit "B" attached hereto)

5. That attached hereto, showing the location and nature of the minor alterations in said Joint Ditch are plan sheets marked Exhibit "A", said exhibit made a part hereof by reference.
6. That said minor alterations will not affect the functioning nor impair the efficiency of said Joint Ditch.

WHEREFORE, your petitioner prays that the Joint Ditch Authority make its order allowing Charles A. Zelle, Commissioner of Transportation, and petitioner herein, to make said minor alterations as set out herein.

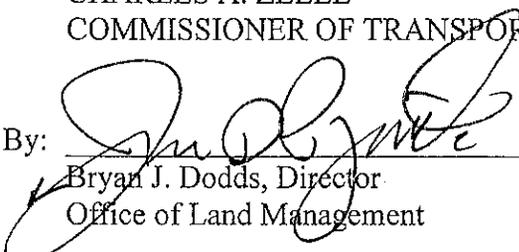
STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

CHARLES A. ZELLE  
COMMISSIONER OF TRANSPORTATION

Dated: 6/22/16

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

  
Bryan J. Dodds, Director  
Office of Land Management