

AGREEMENT FOR PASS THROUGH FUNDING FOR DE-ICING EQUIPMENT CAPITAL PURCHASE

THIS AGREEMENT (“Agreement”), made and entered into this ____ day of ____, 2022, by and between the County of Scott, a body politic and corporate under the laws of the State of Minnesota, acting as the Scott Watershed Management Organization, (hereafter referred to as the “WMO”), and the City of Shakopee, a body politic and corporate under the laws of the State of Minnesota, (hereinafter referred to as the “City”).

RECITALS:

- A. The City and the WMO desire to improve river water quality.
- B. The WMO and the City worked together to include funding for an activity titled “Chloride Reduction Equipment” for water quality improvements to the Minnesota River to be led by the City as part of the 2019 Watershed Based Funding Metro Grant Work Plan, (hereinafter referred to as the “Activity”).
- C. The 2019 Watershed Based Metro Grant Work Plan has been approved by the Board of Water and Soil Resources (BWSR), and the contract for associated State grant funding is with the WMO.
- D. The Work Plan and Grant Award includes up to \$9,642.13 for the Activity being led by the City.
- E. The Work Plan includes a required minimum ten percent (10%) City match. The total purchase amount is \$66,336 and the City’s share is \$56,693.87.
- F. The BWSR approved a workplan amendment to included up to \$9,642.13 in the 2019 Watershed Based Funding Metro Grant Work Plan budget for the City to complete this Activity using revenue from the grant.

NOW, THEREFORE, IT IS HEREBY AGREED:

- 1. The Recitals above are incorporated herein; and
- 2. This Activity as described in the approved Work Plan consists of the purchase of a Henderson Brine Xtreme Pro Mixing System (“Equipment”) by the City to improve water quality to the Minnesota River per the City’s Capital Improvement Plan (CIP). The purchase of the Equipment is intended to reduce over-application of salt on roadways and improve water quality to the Minnesota River. The Equipment operates to make liquid brine solution to use as pre-treatment/anti-icing. When in use,

the Equipment reduces chloride pollutant loads to the Minnesota River. The minimum ten percent (10%) City match (\$56,693.87 provided by the City) shall be in the form of a cash down payment towards the purchase price of the Equipment. The City shall utilize the Equipment no later than December 31, 2022.

3. It is the intent of the undersigned parties that the Equipment will be in operation by the City for a period of ten (10) years. If the Equipment fails, breaks down, or is otherwise rendered inoperable, or inefficient, prior to that time, the City may replace the Equipment with similar chloride reduction technology if agreed to by the WMO.
4. The City will comply with all of the terms and conditions of the grant agreement between the County and the granting agency as set forth in the grant agreement between the County and the granting agency which is attached and incorporated herein as Exhibit A.
5. The County shall reimburse the City the actual cost of the Equipment purchase, not to exceed \$9,642.13. Reimbursements shall be made within thirty (30) days after the timely completion of the reporting as required in BWSR's e-Link system for this Activity. The Parties further agree that if any determination is made by BWSR that grant funds for this activity must be returned, such obligation for repayment shall be solely the City's responsibility.
6. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described maintenance, restoration, repair or replacement work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other, its officers, agents and employees harmless from all claims, demands, actions or causes of action arising out of negligent performance by its officers, agents or employees.
7. It is further agreed that neither party to this Agreement shall be responsible or liable to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character

arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466.04 to limit each party's total liability for all claims arising from a single occurrence, include the other party's claim for indemnification, to the limits prescribed under 466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minnesota Statute Section 471.59, Subdivision 1(a) as a single governmental unit.

8. The provisions of Minn. Stat. Sec. 181.59 and of any applicable local ordinance relating to Civil Rights and discrimination and the affirmative action policy statement of Scott County shall be considered a part of this Agreement.
9. Pursuant to Minn. Stat. Sec. 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the County and City pursuant to this Agreement shall be subject to examination by the County, City and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the County and City for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County or the City regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County or City notifies each party in writing that the records no longer need to be kept.
10. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located with the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.
11. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

12. The County's Authorized Agent for the purpose of the administration of this Agreement is Vanessa Strong, Water Resources Supervisor, or her successor. Her current address and phone number are Scott County Government Center, 200 Fourth Avenue West, Shakopee, MN 55379, (952) 496-8345. The City's Authorized Agent for the purpose of the administration of this Agreement is Kirby Templin, Water Resource Environmental Engineer, or his successor. His current address and phone number are 485 Gorman Street, Shakopee, MN 55379, (952) 233-9372. Any change in name, address, or telephone shall be given notice to the other party.

IN TESTIMONY WHEREOF, The parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF SHAKOPEE

(SEAL)

By _____
Bill Mars, Mayor

Date _____

By _____
William H. Reynolds, City Administrator

Date _____

COUNTY OF SCOTT COUNTY

By _____
Vanessa Strong
Scott County, Water Resources Supervisor

Date _____

Approved as to form:

Jeanne Andersen
Assistant Scott County Attorney

Date _____

EXHIBIT A



FY 2019 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
WATERSHED BASED FUNDING GRANTS PROGRAM
GRANT AGREEMENT

Vendor:	0000197314	VN#:	
PO#:	3000009683	Date Paid:	

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Scott County WMO, 200 Fourth Ave. W., Shakopee, Minnesota 55378 (Grantee).

Fiscal Agent: Scott County

This grant is for the following Grant Programs :		
P19-3277	2019 - Watershed Based Funding Metro (Scott County WMO)	\$315,000
Total Grant Awarded: \$315,000		

Recitals

1. The Laws of Minnesota 2017, Chapter 91, Article 2, Section 7 (a), appropriated Clean Water Funds (CWF) to the Board for the FY 2019 Watershed-based Funding Pilot Program.
2. The Board adopted the Clean Water Fund Watershed-based Funding Pilot Program Policy and authorized the Watershed-based Funding Pilot Program Grants through Board Resolution 17-96.
3. The Board adopted Board Resolution 17-96 to allocate funds for the FY 2019 Watershed-based Funding Pilot Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
5. 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.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

Paul Nelson
Environmental Services Program Manager
200 Fourth Ave. West
Shakopee, MN 55379-1220
952-496-8054

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. Term of Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. **The State's Authorized Representative will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.**
- 1.2. **Expiration date:** December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 18. Intellectual Property Rights.

2. Grantee's Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Agreement by reference.

2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.

2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting of expenditures by June 30 of each year.

2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.

2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2022 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

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. Terms of Payment.

4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the grantee and approved by BWSR.

4.2. All costs must be incurred within the grant period.

4.3. All incurred costs must be paid before the amount of unspent grant funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.

4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.

4.5. This grant includes an advance payment of 50 percent of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. Conditions of Payment. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2018 Clean Water Fund Competitive Grants Policy, and regulations. All Grantees must follow the Grants Administration Manual policy. Minnesota Statutes §103C.401 (2014) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

6. Assignment, Amendments, and Waiver.

6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. **Amendments.** Any amendment 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. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its

right to enforce it.

7. **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.
8. **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 Board 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.
 - 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
9. **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 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.
10. **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.
11. **Publicity and Endorsement.**
 - 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. 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.
 - 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination.**
 - 13.1. The State may cancel this Grant Agreement at any time, 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.
 - 13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
 - 13.3. The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14. **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.

- 15. Prevailing Wage.** It is the responsibility of the Grantee or contractor to pay prevailing wages for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.
- 16. Municipal Contracting Law.** Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting 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.
- 17. Constitutional Compliance.** It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding use of Clean Water Funds to supplement traditional sources of funding.
- 18. Signage.** It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, article 3, section 5 (b) for Clean Water Fund projects.
- 19. 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*. 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. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. 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 at the State's request. 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.

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

Approved:

Scott County WMO

By:

Thomas J. Wolf
(print)

[Signature]
(signature)

Title:

County Board Chair

Date:

10-2-18

Board of Water and Soil Resources

By:

[Signature]

Title:

Assistant Director

Date:

10/11/18



Request for Board Action

BOARD MEETING DATE:
12/14/2021

AGENDA ITEM NUMBER:
6.27

Department Information

ORIGINATING DIVISION/DEPARTMENT: Planning and Resource Management/Natural Resources	
PRESENTER(S): Melissa Bokman Ermer x8887	PROJECT: Watershed Based Funding Grant

Agenda Item Details

AGENDA ITEM TYPE: Consent	TIME REQUESTED: NA
ACTION REQUESTED: Adopt Resolution 2021-253; Authorizing an Amendment Extending the Term of the Board of Water and Soil Resources 2019 Watershed Based Funding Grant to June 30, 2022	
ORGANIZATIONAL VALUES: Customer Service: We will deliver government services in a respectful, responsive, and solution-oriented manner Communication: We will always be clear about what we're doing and why we're doing it Stewardship: We will work proactively to make investments, guided by resident input, which will transform lives, communities, and government	
BACKGROUND/JUSTIFICATION: The purpose of this agenda item is to adopt Resolution 2021-253; Authorizing an Amendment Extending the Term of the Board of Water and Soil Resources 2019 Watershed Based Funding Grant to June 30, 2022. On August 21, 2018, the County Board authorized entering into an agreement with the Board of Water and Soil Resources (BWSR) for a grant in the amount of \$315,000. The grant agreement originally was set to expire on 12/31/2021, however, the grant still has unspent funds. Funds were not expended at the rate originally anticipated for the following reasons: 1. The pandemic made it difficult to continue working on some activities while following CDC guidelines; 2. Staffing changes within the SWCD and SWMO created a loss of knowledge about some activities which had to be learned by other staff; 3. SWCD and SWMO staff affected by Covid related illness delayed progress on one activity. Staff are currently in the middle of a grant reconciliation with BWSR and they are allowing a six-month extension on the grant for that process to be completed. Once the reconciliation is completed, another extension through December 31, 2022 may be considered. Staff anticipate being able to spend all the funds by the end of next year.	
BUDGET AMENDMENT: No	

FUNDING DESCRIPTION: Extending the grant continues to make State of Minnesota Clean Water Funds in the amount of \$315,000 available to the Scott Watershed Management Organization, the Scott Soil and Water District, the City of Shakopee and the City of Savage. These grant funds decrease the local fiscal impact required to implement water quality improvement and protection projects by all four organizations.	
ATTACHMENTS:	
1.	2021 P19-3277 Grant Amendment SWMO_2021-11-29_11-58-08-AM

Action

ACTION TAKEN: APPROVED	MOTION/SECOND/VOTE: <i>BWB/TW/5 ayes</i>	DEPUTY CLERK: <i>Jpi Anderson</i>
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**BOARD OF COUNTY COMMISSIONERS
SCOTT COUNTY, MINNESOTA**

Date: December 14, 2021

Resolution No.: 2021-253

Motion by Commissioner: Barb Weckman Brekke

Seconded by Commissioner: Tom Wolf

**RESOLUTION NO. 2021-253; AUTHORIZING AN AMENDMENT EXTENDING THE TERM OF THE BOARD
OF WATER AND SOIL RESOURCES 2019 WATERSHED BASED FUNDING GRANT TO JUNE 30, 2022**

WHEREAS, the Scott Watershed Management Organization has identified multiple water resources within Scott County that do not meet State Water Quality Standards; and

WHEREAS, the Scott Watershed Management Organization has completed a number of studies for addressing water resources that do not meet State Water Quality Standards and has included priority actions in its approved Comprehensive Water Resources Management Plan to reduce these impairments; and

WHEREAS, on August 21, 2018, the County Board authorized entering into an agreement with BWSR for a grant in the amount of \$315,000 to implement portions of the Comprehensive Water Resources Management Plan; and

WHEREAS, the FY2019 Watershed Based Funding Grant has an expiration date of December 31, 2021 and no Grant funds can be used towards projects after the expiration date; and

WHEREAS, impacts from the COVID-19 pandemic created unique and unforeseeable challenges to completing grant activities within the grant period; and

WHEREAS, an extension of the Grant would ensure more Grant dollars are utilized and additional Grant goals are achieved before the Grant expires.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners in and for the County of Scott, Minnesota, hereby authorizes an amendment to the FY2019 Watershed Based Funding Grant with the Board of Water and Soil resources extending the term of the agreement to June 30, 2022. The Chairperson of the Board or the County Administrator are authorized to execute the amendment on behalf of the County, subject to approval as to form by the County Attorney's Office.

VOTE RESULTS:

Yes: Barb Weckman Brekke, Dave Beer, Michael Beard, Jon Ulrich, Tom Wolf

No: None

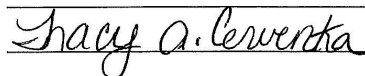
Absent:

Abstain: None

State of Minnesota)

County of Scott)

I, Lezlie A. Vermillion, duly appointed qualified County Administrator for the County of Scott, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Scott County, Minnesota, at their session held on 12/14/2021 now on file in my office, and have found the same to be a true and correct copy thereof. Witness my hand and official seal at Shakopee, Minnesota, on 12/14/2021.



County Administrator
Administrator's Designee